

STATE OF INDIANA)
) SS:
COUNTY OF HOWARD)

IN THE HOWARD

CIRCUIT COURT

Cause No.:

34001-0402-CC-0097

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY

And

ROCHELLE GRAHAM, Individually and as
an employee of Ford Motor Company,

Defendants



COMPLAINT

Comes now the Plaintiff [REDACTED] by counsel Dan J. May, and for his claim for damages states and alleges the following:

1. That the Plaintiff is the owner of a 2003 Ford F-Series Super Duty truck, VIN# 1FTNW21P83E [REDACTED] which Plaintiff claimed has certain manufacturing and design defects.
2. That the said 2003 Ford F-Series Super Duty truck, VIN# 1FTNW21P83E [REDACTED] is kept and located at Kokomo Auto World, Kokomo, Indiana and any claim that Plaintiff has against the Defendants relates to and is for damages to said vehicle.
3. That on or about the 6th day of January, 2004, the Plaintiff sent the Defendant Ford Motor Company a written demand to replace his 2003 Ford F-Series Super Duty truck, VIN# 1FTNW21P83E [REDACTED] due to certain manufacturing and design defects of the

Dan J. May
Attorney at Law
411 E. Lincoln Rd.
P.O. Box 2432
Kokomo, IN 46904
Tel: (765) 455-0005
Fax: (765) 455-0006

PE84-878 1127

truck's engine, a copy of said demand is attached hereto as Exhibit #1 and made reference to as if set forth here verbatim.

4. That on or about the 26th day of January, 2004 the Plaintiff and the Defendant Ford Motor Company through its agent and employee, Defendant Rochelle Graham, entered into a written agreement in full and final settlement and satisfaction of the Plaintiff's claim, a copy of said contract and agreement is attached hereto as Exhibit #2 and made reference to as if set forth here verbatim.
5. That the agreement requires the Defendant Ford Motor Company to provide a replacement of the diesel engine in the Plaintiff's 2003 Ford Truck.
6. That the Defendants were required to perform said settlement agreement through Kokomo Auto World, a certified Ford dealership, located in Howard County, State of Indiana.
7. That Plaintiff has performed all conditions precedent and timely accepted the offer of the replacement diesel engine.
8. That Defendant Ford Motor Company through its agent Defendant Rochelle Graham communicated by phone with counsel for the Plaintiff after acknowledging the valid acceptance of the offer of settlement to inquire about the progress of the repairs at the Ford Dealership.
9. That the Plaintiff's counsel informed Rochelle Graham that the dealership indicated that no replacements other than a new diesel engine were available, no factory rebuilt engines were available, and that a new engine was to be ordered at a cost of \$13,963.00.
10. That Rochelle Graham indicated that she would have to "clear it" with her supervisor.
11. Defendant Rochelle Graham then tendered to Plaintiff a written statement rescinding the agreement on the grounds that litigation had been filed involving the vehicle, a copy of

said statement is attached hereto as Exhibit #3 and made reference to as if set forth here verbatim.

12. That the grounds upon which Defendants Ford Motor Company and Rochelle Graham assert in attempting to rescind the agreement are wholly false and contrived in a wrongful attempt to have plausible grounds for their rescission.
13. That the true reason for Defendants Ford Motor Company and Rochelle Graham's withdrawal is the expense of replacing the Plaintiff's engine with a new replacement engine.
14. That Defendants Ford Motor Company and Rochelle Graham have breached the settlement agreement by refusing to perform said contract without grounds or justification.
15. That Defendants Ford Motor Company and Rochelle Graham's breach of the agreement is willful, malicious and is made in bad faith.
16. That the Plaintiff has suffered additional damages for the unreasonable delay in effectuating the agreed repairs and the Ford truck has been and will continue to be located at the Kokomo Ford Dealership in a disabled condition until Defendants Ford Motor Company and Rochelle Graham honor said settlement agreement.
17. That the estimated expense of a new replacement engine for the truck is \$13,963.00, a copy of said estimate is attached hereto as Exhibit #4 and made reference to as if set forth here verbatim.
18. That as a proximate result of the Defendants Ford Motor Company and Rochelle Graham's wrongful refusal to perform, the Plaintiff's truck suffers continuing injuries due to:
 - a. Its daily depreciation in value;

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Kokomo, IN 46904
Tel: (765) 455-0005
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b. Its daily depreciation in use.

19. That as a proximate result of the Defendants Ford Motor Company and Rochelle

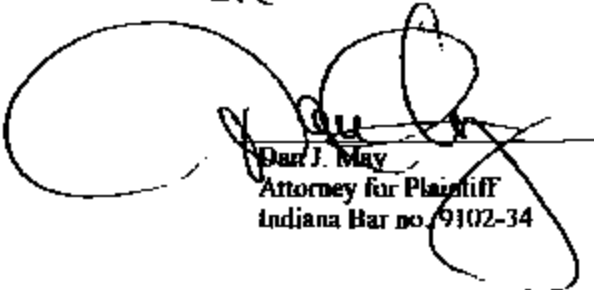
Graham's refusal to perform, the Plaintiff suffers continuing injuries due to:

- a. The unavailability of the truck for business use;
- b. The unavailability of the truck for personal use;
- c. The daily accumulation of storage fees at the Kokomo Ford dealership.

WHEREFORE, THE PLAINTIFF PRAYS FOR A JUDGMENT against the defendants
as follows:

1. specific performance and/or enforcement of the written settlement agreement;
2. for incidental and consequential damages as a result of depreciation in the truck's value and use, the unavailability of the truck for business or personal use;
3. for the expense of storage;
4. punitive or exemplary damages, treble damages, and attorney fees for the bringing of this action to enforce the settlement agreement;
5. for the costs and all other necessary and proper relief in the premises.

Dated this 26th day of February, 2004


Dan J. May
Attorney for Plaintiff
Indiana Bar no. 9102-34

Dan J. May
Attorney at Law
431 E. Lincoln Rd.
P.O. Box 2432
Kokomo, IN 46904
Tel (765) 453-8005
Fax (765) 453-0006



DAN J. MAY

Attorney at Law

January 6, 2004

4811 EAST LINCOLN ROAD
P.O. BOX 2432
KOKOMO, INDIANA 46904-2432
PHONE: (765) 455-0005
FAX: (765) 455-0006

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

Logansport, IN

Re: [REDACTED] Logansport Ford-Lincoln Mercury, et al.
Revocation of Acceptance

Dear [REDACTED] and Ford Motor Company:

Please be advised that I have been retained by [REDACTED] in regards to the above captioned matter. As you should know already, the dispute here involves the sale of a 2003 Ford F250 diesel truck on or about 1/16/2003. Records received from the Indiana Attorney General provided by Logansport Ford indicate that this particular truck had problems before it was even sold to my client. Your failure to disclose these problems to [REDACTED] prior to his purchase of the truck raises serious questions about the validity of the sale, i.e. fraud and misrepresentation.

Furthermore, as the service records clearly indicate, the truck in question has been defective since its purchase as evidenced by constant repairs as early as two weeks after [REDACTED] drove it off your lot. Because the problems with the truck have persisted since its purchase, it is clear to me that you have neglected your duty to repair the truck as [REDACTED] request. In addition, [REDACTED] has indicated that on a few occasions when he complained to you about problems with the truck, you refused to issue a work order. I believe these facts bring [REDACTED] claims under Indiana Lemon Law.

Not by coincidence, this particular model of truck has been the subject of discussion in various automotive publications which state that Ford "has had to buy some 500 trucks back from disgruntled owners." To date, you have misrepresented the condition of the truck to my client, perpetrated a fraud by selling the truck to my client without disclosing its defects, refused to service and/or correct the defects of my client's truck and have not offered him a satisfactory refund of any sort.

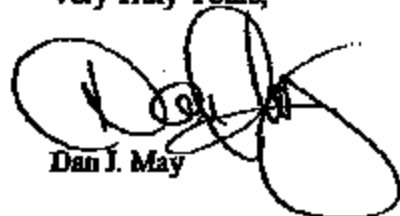
In short, this letter serves as notice to you of my client's revocation of acceptance of the truck. It is currently located at Kokomo Auto World where it will remain indefinitely. [REDACTED] is demanding a full refund of the purchase price or a replacement truck of the same type and value. Be advised that this is a very generous, but temporary offer to settle this case. Otherwise, our

PE04-078 1131



complaint for damages will allege every available avenue of legal relief and seek the maximum amount of damages allowed by law as well as costs and attorney's fees. I look forward to resolving this matter in the near future.

Very Truly Yours,

A handwritten signature in black ink, appearing to be "Dan J. May", written over a circular stamp or seal.

Enclosures

DJM/ejm

Hummers in the News

While radical environmentalists were vandalizing Hummers (and other SUVs) at a Southern California dealership this summer, Hummer took a much more proactive step toward preserving recreational areas in need by teaming with Tread Lightly! to form a new partnership called Hummer Helps. The program was announced during a trail clean-up day in Drummond Island, Michigan, that was held by the International Hummer Owners Group.

The Hummer Helps program was created "to recognize Hummer owners who have utilized their vehicle's capability for acts of humanity, and to sustain the lands where outdoor enthusiasts enjoy off-

Members of the International Hummer Owners Group participated in a trail clean-up day in Drummond Island, Michigan.

highway activities," according to General Motors. As part of the effort, Hummer made a \$100,000 endowment to Tread Lightly! The funds are to be allocated to enthusiast clubs that are Tread Lightly! members and that have pinpointed recreational areas in need.

"Hummers are purpose-built vehicles with superior off-highway capability, and many of our owners work to protect the environment for future use," said Mike DiGiovanni, Hummer general manager. "This donation to Tread Lightly! will bring local community volunteers together with federal, state, and local land management agencies to work toward a common goal—enhancing our recreational areas."

states. It was named a Jolt, admitted the club's founders, but it soon turned into an active Web site with more than 850 members and lots of tech info for Liberty owners. The club is now part of the California 4Wheel Drive Association and has been showing up at places like Moab, Cajon, and Big Bear. Want to proudly say, "We got LOST"? Check out www.4wdwest.com or www.4wdjeep.com. It came down to the wire: Championships in two of the popular CORR racing divisions weren't decided until the final two events of the 2003 season. When the smoke (or is that dirt?) cleared, Chevy pilot Carl Ranszeder captured his first Pro-4 title, while

SUV Owners of America, said one of the most national we've heard in a long time. The country has disappeared an upcoming in the face of domestic terrorism attacks on SUVs and SUV owners. With their misguided efforts and oftentimes fact-challenged statements, people like Adrienne Huffington of the Detroit Project, Ray Jim Ball and Ray Bob Edgell of the Evangelical Environmental Network, and Robert Kennedy Jr. of the Natural Resources Defense Council are doing nothing more than encouraging the dangerous and criminal antics of out-of-control zealots. While we believe these groups do not condone such activity, those who have generated the

Small Diesel Owners Fight, Become Frustrated





According to a recent July 11 *Automotive News* editorial, forced smaller engine and fuel economy standards (CAFE) have broken a diesel test, proving so severe that the company threatened to pull more than 60,000 trucks and buses from the market. The company's diesel engine owners, for example, the protest, is a direct result of the EPA's new 2004 CAFE standards. The company's diesel engine owners, for example, the protest, is a direct result of the EPA's new 2004 CAFE standards.

The industry is also frustrated by the EPA's new 2004 CAFE standards. The industry is also frustrated by the EPA's new 2004 CAFE standards. The industry is also frustrated by the EPA's new 2004 CAFE standards.

The industry is also frustrated by the EPA's new 2004 CAFE standards. The industry is also frustrated by the EPA's new 2004 CAFE standards. The industry is also frustrated by the EPA's new 2004 CAFE standards.

CASH <input type="checkbox"/>	CREDIT CARD <input type="checkbox"/>	MC / VISA <input type="checkbox"/>	OTHER <input type="checkbox"/>	YEAR/MAKE/MODEL 1997 FORD T250	PRODUCTION DATE 01/08/2003	STOCK NO. 51T3	UPC/STOCK 0	R.C. NO. 057147
LOGANSPORT IN				ENGINE NO. 0G221	COLOR BEIGE	DELIVERY DATE 01/14/2003	REPAIR NO.	R.C. DATE 01/14/2003
TIME RECEIVED 7:00				DATE/TIME PROMISED	PRIORITY	CONTRACT NO.	EXPIRATION DATE	ADDRESS/WHITE 9097
CALL WHEN READY <input type="checkbox"/> YES <input type="checkbox"/> NO				I hereby authorize the repair herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.				RAT NO. 03
SAVE REMOVED PARTS FOR CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO				TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE				MILEAGE IN 4
APPOINTMENT <input type="checkbox"/> YES <input type="checkbox"/> NO				Initial Estimate Apprx.				TRANSMISSION 5R11
WORK ORDER				AMOUNT				YEAR/MAKE/MODEL Y 6.0L DI
DATE & TIME				SERVICE WRITER				PK YES

JOB	Page 1 of 1		LABOR INSTRUCTIONS		ORIGINAL ESTIMATE		MILEAGE OUT			
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					LOGANSPORT FORD-LINCOLN-MERCURY, INC. 221 Mall Road - P.O. Box 388 LOGANSPORT, INDIANA 45847 Phone: (874) 753-8294 • (800) 959-8264					
					ESTIMATE YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPAIRS OR SERVICES. INITIAL YOUR CHOICE					
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				ORAL ADD'L REPAIRS AUTHORIZED BY X		ADD'L TOTAL				
				CUSTOMER LABOR RATE IS BASED ON A RATE OF \$ _____ PER HOUR						
				DISCLAIMER OF WARRANTIES The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said product.						

PE04-070 1134

VIN	EPR DATE	ODOMETER	RO-EPR	GSA PLA	SUR		
21P83	01/14/2003	000004 M	057147-A	USA 04759			
CD	SVC ID	APRVL 1	APRVL 2	CC	CST CRN	DLR PARTIC	CUST PARTIC
	009057			82	D21	0.00	0.00

PARTS, LABOR AND MISCELLANEOUS INFORMATION

PTX	BASE SUFFIX	KEY	QTY	EACH	CORE	INVC	AMOUNT
	D1AG	X	0.00	0.00	0.00		0.00

SOR OPERATION	SCHEDULED TIME	OSL FLAG	TECH ID	INVC	AMOUNT
05F	0.0	N	007751		0.00
05F1	0.0	N	007751		0.00
05F10	0.0	N	007751		0.00
05F11	0.0	N	007751		0.00
05F12	0.0	N	007751		0.00
05F13	0.1	N	007751		5.71
05F14	0.1	N	007751		5.71
05F16	0.6	N	007751		34.24
05F17	0.5	N	007751		28.54
05F18	0.5	N	007751		28.54
05F19	0.2	N	007751		11.41
05F2	0.0	N	007751		0.00
05F6	0.0	N	007751		0.00
05F7	0.0	N	007751		0.00
05F8	0.0	N	007751		0.00
05F9	0.0	N	007751		0.00

SC EXPENSE CODE	DAYS/HRS	INVC	AMOUNT
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WIN	RPR DATE	ODOMETER	RO-RPR	GSA P&A	SUB
W21P83E	01/14/2003	000004 M	057147-A	USA	04759
CD	SVC ID	APRVL 1	APRVL 2	CC	CST CRN
	009097			82	D21
				DLE PARTIC	CUST PARTIC
				0.00	0.00

PART TOTAL	REQ LABOR TOTAL	REQ MISC TOTAL	REQ REPAIR TOTAL
0.00	0.00	0.00	0.00

PART TOTAL	LABOR TOTAL	MISC TOTAL	CORE TOTAL	REPAIR TOTAL
0.00	114.15	0.00	0.00	114.15

REMARKS:

BEST DROVE, TRUCK DIED BUT RESTARTED OK, HAN DIESEL PERFORMANCE DIAG, A
PASSED, EVERYTHING WORKING FINE, NEVER COULD DUPLICATE CONCERN AGAIN



Consumer Affairs

PO Box 6248, MD 3NE-05
Oakton, VA 22136 USASent via Fax

January 26, 2004

Mr. Dan J. May
P.O. Box 2432
Kokomo, IN 46904RE: [REDACTED]
2003 Ford F-Series Super Duty
VIN: 1FTNW21P83E [REDACTED]

Dear Mr. May:

This letter is in response to your letter dated January 6, 2004 regarding your client, our valued Ford customer.

Customer satisfaction is one of the primary objectives of Ford Motor Company. We commit substantial resources and diligent efforts in a sincere attempt to address the concerns of our customers. In the interest of customer satisfaction, we are willing to assist with a goodwill replacement of your client's engine to take place at Longmont Ford Lincoln Mercury, the selling dealership. Upon acceptance of this offer, your client will be required to sign a release.

To formally accept this offer, please have your client sign and return by fax at (313) 845-6002 within ten (10) business days of receipt of this letter. If you have questions regarding this issue, please contact me by fax or by phone at (313) 845-4637.

Respectfully

Rochelle Graham
Consumer Affairs

PE04-070 1137



FAX COVERSHEET

To: Rochelle Graham
Ford Consumer Affairs
P.O. Box 6246 MD3N-B
Dearborn, MI 46126

Fax Phone #: 313.845.6002

From: Dan J. May 765.455.0005

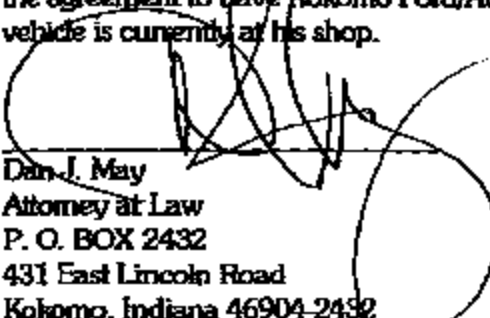
Date/Time: January 27, 2004 (9:25am)

You should receive 2 page(s) including this coversheet

Subject:

Ford F-250 Engine replacement VIN 1FTNW21P83E [REDACTED]

I attach to this fax a signed acceptance of your offer to completely replace the engine as a goodwill effort to resolve this potential litigation without cost to [REDACTED]. I modified the agreement to have Kokomo Ford/Auto World, 765.453.4111, Jim Kebrule Owner. The vehicle is currently at his shop.



Dan J. May
Attorney at Law
P. O. BOX 2432
431 East Lincoln Road
Kokomo, Indiana 46904-2432
(765) 455-0005
(765) 455 0006 FAX
Indiana Bar no. 9102-34

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Consumer Affairs

PO Box 8848, MD 381-B
Dundalk, MD 40128 USASENT VIA FACSIMILE

February 3, 2004

Mr. Dan J. May
P.O. Box 2432
431 E. Lincoln Rd.
Kokomo, IN 46904

RE: [REDACTED]

2003 Ford F-Series Super Duty
VIN: 1FTNW21P83E [REDACTED]

Dear Mr. May:

An offer was extended to your client for the repair of his vehicle for alleged non-conformities. We have just been made aware that your client is currently in litigation regarding this vehicle. Therefore, our offer is rescinded and this case is closed.

Respectfully yours,

Rochelle Graham
Consumer Affairs

FEB-07 1139

** TUTU



TERMS
 CASH ☐
 CREDIT ☐
 CHECK ☐
 PAYMENT ☐
 OTHER ☐
 DRIVE ☐
 PARTS ☐

The above terms apply to all orders for merchandise. Payment in full must be received by the dealer within 30 days of the date of purchase. If payment is not received within 30 days, the dealer reserves the right to repossess the vehicle without notice. The dealer is not responsible for any damage to the vehicle or its contents while in the dealer's possession. The dealer is not responsible for any loss of or damage to the vehicle or its contents while in the dealer's possession. The dealer is not responsible for any loss of or damage to the vehicle or its contents while in the dealer's possession. The dealer is not responsible for any loss of or damage to the vehicle or its contents while in the dealer's possession.

STATE REG# 3

RECOMMENDED SERVICES

01FOZ100	100000+ MILE SERVICE	MR	0.00
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KOKOMO AUTO WORLD, INC.

☐ HONDA ☐ FORD

☐ TOYOTA ☐ KIA/DAEWOO/HYUNDAI

3813 S. LaFountain St.
 KOKOMO, IN 46904-2678
 (765) 451-4111

SERVICE HISTORY

SERVICE

SALESPERSON NO.

1FTFM21P83E

LOGANSPT, IN

09/06/04 06:00

01/06/04 06:00

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YEAR/MAKE/ENGINE

02/FORD TRUCK/S-DUTY F-250/TRK CREW

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WHITE/

FOZZ

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ORIGINAL CUSTOMER ESTIMATE: TOTAL

X
 C 12FOZ
 ESTIMATE FOR NEW ENGINE & REPLACEMENT: ENGINE \$12,333
 LABOR 15.0 HRS \$1080, CURRENT BILL \$202.18, NISC \$300

C 12FOZ
 APPROXIMATE TOTAL: \$13,863
 12 MONTH, 12,000 MILE WARRANTY

ATTN: DAN MAY



PEB4-070 1140

NUMBER: 8238

[REDACTED]

VS.

FORD MOTOR COMPANY &
GOLDING MOTORS, INC.

IN THE DISTRICT COURT

3rd JUDICIAL DISTRICT

SAN SABA COUNTY

STATE OF TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW INTO COURT, through undersigned counsel, comes Plaintiff, [REDACTED]

[REDACTED] who now petitions this Honorable Court as follows:

I. PARTIES

Plaintiff is an individual residing in Henderson County, State of Texas.

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

Defendant, GOLDING MOTORS, INC., hereinafter "GOLDING," a corporation authorized to do and doing business in the State of Texas whose agent for service of process is Paul Golding, 310 E. Commerce, San Saba, TX 76877.

II. VENUE

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

Original Filed For Record

SEP. 22, 2003 at 9:15 a.m.

Kim Wells
CLERK, SAN SABA COUNTY, TEXAS

III. DISCOVERY

Plaintiff intends for discovery to be level I.

IV. STATEMENT OF FACTS

On or about December 27, 2002, Plaintiff, [REDACTED] entered into a motor vehicle purchase contract with Defendant, GOLDING, for the purchase of a 2003 FORD F-350, VIN 1FTSW31P53E [REDACTED] (hereinafter referred to as the "F-350" or the "vehicle"). The purchase price was approximately \$40,648.00.

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

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

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

1. Stalling;
2. Hard to start and/or refusing to start;
3. Rough idle and/or missing; and
4. Other defects to be proven at trial.

Since purchase, Plaintiff's F-350 has been in the repair shop for the above defects a total of 108 cumulative days. Plaintiff's F-350 currently has 23,000 miles on it. The defects experienced by Plaintiff with the F-350 substantially impaired its use, value and safety. Despite Plaintiff's repeated efforts to allow Defendants the opportunity to repair the F-350, many nonconforming and defective conditions were never repaired and/or unable to be repaired. From the date of its purchase, the F-350 continues to this day to exhibit some or all of the nonconformities described above.

V. DECEPTIVE TRADE PRACTICES

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

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

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

- (A) represented that goods or services are of a particular standard, quality, or grade, or that good are of a particular style or model, if they are of another;
- (B) represented that a guarantee or warranty confers or involves rights or remedies which it does not have or involve;

- (C) failed to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
- (D) the implied warranty of good and workmanlike performance; and
- (E) the Implied warranty of merchantability.

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

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

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

VI. BREACH OF EXPRESS WARRANTIES

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

As alleged above, the Defendants breached its warranties by offering for sale, and selling as safe to Plaintiff, a vehicle that was latently defective, unsafe, and likely to cause economic loss to Plaintiff.

In breach of the foregoing warranties, the Defendants have failed to correct said defects.

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

VII. BREACH OF IMPLIED WARRANTIES

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

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

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

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

VIII. NEGLIGENCE AND NEGLIGENT MISREPRESENTATION

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

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

- (1) failure to design and manufacture a vehicle that did not harbor the defects alleged herein;
- (2) failure to notify Plaintiff of the dangerous and defective condition of the F-350 when Defendants knew or should have known of the dangerous and defective condition;
- (3) failure to fulfill its duty to disclose the material adverse facts as set forth above and otherwise failing to exercise due care under the circumstances; and
- (4) failure to repair the F-350 in accordance with the express and implied warranties.

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

IX. BREACH OF CONTRACT

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

X. ECONOMIC AND ACTUAL DAMAGES

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

- (A) Out of pocket expenses, including but not limited to the money paid towards the note securing the vehicle;
- (B) Loss of use;
- (C) Loss of the "benefit of the bargain";
- (D) Diminished or reduced market value; and
- (E) Costs of repairs.

XI. DAMAGES FOR MENTAL ANGUISH

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

As a result of such acts, practices and /or omissions, Plaintiff sustained a high degree of mental pain and distress of such nature, duration and severity that would

permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code, and for which Plaintiff hereby sues in an amount in excess of the minimum jurisdictional limits of this Court.

XII. MULTIPLE DAMAGES

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

Plaintiff further avers that such acts, practices, and/or omissions were committed "intentionally" in that Defendants specifically intended that Plaintiff act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness. Therefore, Plaintiff is entitled to recover multiple damages as provided by 17.50(b)(1) of the Texas Business and Commerce Code.

XIII. ATTORNEY'S FEES

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

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

- economic damages requested herein above in an amount in excess of the
minimum jurisdictional limits of the Court;
- actual damages requested herein above in an amount in excess of the
minimum jurisdictional limits of the Court;
- prejudgment interest at the maximum rate allowed by law;
- post judgment interest at the maximum rate allowed by law,
- attorney's fees,
- costs of court, and
- such other and further relief to which the Plaintiff may be entitled at law
or in equity, whether pled or unpled.


RESPECTFULLY SUBMITTED:

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

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND


Plaintiff,
v

CP

FORD MOTOR COMPANY, a Delaware Corporation
and SUBURBAN FORD OF WATERFORD, LLC,
a Michigan Limited Liability Company, 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

OFFICE OF THE CLERK
PETER J. SHERRY JR.
03 AUG 22 P 4:31

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 Davisburg, Oakland 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, Suburban Ford of Waterford, LLC (hereinafter referred to as "Seller"), is a Michigan Limited Liability Company 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 Waterford, Oakland County, Michigan.

4. On or about February 8, 2003, Plaintiff purchased a new 2003 Ford F-350, VIN 1FTSX31P43E [REDACTED] (hereinafter referred to as "2003 F-350"), from the Seller which was manufactured by the Manufacturer (see copy of the Vehicle Purchase Agreement attached as Exhibit A).

5. Along with the sale of the 2003 F-350, 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-350 to the Manufacturer's authorized agents/dealers, including Seller, on at least five (5) 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-350 include the following:

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
02/11/03	15	100	396535	<u>ENGINE DEFECT</u> : idle drops too low and rough when in drive with foot on brake; driver side door inside pull handle cracked
02/28/03	7	1,053	404093	<u>ENGINE DEFECT</u> : truck idles very low and rough when in drive with foot on brake
04/07/03	2	3,084	423095	<u>ENGINE DEFECT</u> : truck smoking out exhaust, idles bad, and chattering under acceleration
07/07/03	3	6,681	468143	<u>ENGINE DEFECT</u> : SES lamp on and idles rough
07/31/03	5	7,543	481371	<u>ENGINE DEFECT</u> : real rough idle and loss of power; squeaking in front suspension

TOTAL: 32 DAYS OUT OF SERVICE

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.

CONSUMER LEGAL SERVICES

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.

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-350 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2003 F-350 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2003 F-350 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-350 has been subject to a reasonable number of repair attempts for the aforementioned defects:

CONSUMER LEGAL SERVICES

(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.

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-350 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2003 F-350 to the Plaintiff and/or prevent the 2003 F-350 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2003 F-350 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.

CONSUMER LEGAL SERVICES

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.

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-350 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-350 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:

CONSUMER LEGAL SERVICES

- A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2003 F-350;
- 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;
- 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, 257.1335, 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;

CONSUMER LEGAL SERVICES

(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;

(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-350 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.

CONSUMER LEGAL SERVICES

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.

30. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2003 F-350 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-350 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:

CONSUMER LEGAL SERVICES

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-350 to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2003 F-350;

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:

CONSUMER LEGAL SERVICES

(a) The Manufacturer and Seller represented to Plaintiff the 2003 F-350 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-350 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2003 F-350, 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-350.

(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-350 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-350 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-350 to be other than it actually was.

CONSUMER LEGAL SERVICES

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2003 F-350 to Plaintiff.

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

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-350 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

45. The 2003 F-350 was manufactured, sold and purchased after July 4, 1975.

CONSUMER LEGAL SERVICES

46. The express warranty given by the Manufacturer pertaining to the 2003 F-350 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.

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-350;

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.

CONSUMER LEGAL SERVICES

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

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 440.2103(1)(b)].

52. Implied in the agreement between the Plaintiff and all Defendants for purchase and/or repair of the 2003 F-350 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-350 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-350.

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-350 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-350 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-350 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 his purchase price for the 2003 F-350 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-350 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-350;
- 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-350;
- C. To cancel Plaintiff's retail instalment 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-350 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-350 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-350 free of charge to Plaintiff under specific terms as stated in the express warranty.

71. In fact, Plaintiff discovered the 2003 F-350 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-350.

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-350 and/or have not repaired the 2003 F-350 in a timely fashion, and the 2003 F-350 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-350'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-350 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-350.

79. The Manufacturer and Seller induced Plaintiff's acceptance of the 2003 F-350 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-350 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-350 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-350;
- 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-350 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-350 was not fit for the ordinary purpose for which such goods are used.

87. The defects and problems hereinbefore described rendered the 2003 F-350 unmerchantable.

88. The Manufacturer and Seller failed to adequately remedy the defects in the 2003 F-350; and the 2003 F-350 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-350;
- 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) 261-4700

Dated: August 8, 2003

CONSUMER LEGAL SERVICES

OCT 15 2003

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Plaintiff,

03-334305 NZ 10/15/2003

JDG:KAYE TERTZAG

vs.

vs.

10 1 0000 0 00 1 00 01 10 00 01

FORD MOTOR COMPANY

FORD MOTOR COMPANY, a Delaware Corporation, SUBURBAN FORD OF WATERFORD, LLC, a Michigan Limited Liability Company, BLACKWELL FORD, INC., a Michigan Corporation, and CHASE MANHATTAN AUTOMOTIVE FINANCE CORPORATION, a Delaware Corporation, Jointly and Severally,

Defendants.

LIBLANG & ASSOCIATES
DANI K. LIBLANG (P33713)
MICHAEL J. CARELLI (P64248)
Attorneys for Plaintiff
165 N. Old Woodward Ave.
Birmingham, MI 48009
(248) 540-9270

COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending 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.

Plaintiff by his attorneys, Liblang & Associates, complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Canton, Wayne County, Michigan.
2. Defendant, Ford Motor Company ("Manufacturer"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture,

sale, distribution and/or importing of Ford motor vehicles and related equipment, with its registered office located in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Suburban Ford of Waterford, LLC ("Dealer"), is a limited liability company authorized to do business in the State of Michigan and, at all times relevant hereto, was and is an authorized Ford Motor Company dealer, engaged in the business of selling and servicing Ford motor vehicles in the Waterford Township, Oakland County, Michigan.

4. Defendant, Blackwell Ford, Inc. ("Repairing Dealer"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was and is an authorized Ford Motor Company dealer, engaged in the business of selling and servicing Ford motor vehicles in the City of Plymouth, Wayne County, Michigan.

5. Defendant, Chase Manhattan Automotive Finance ("Finance Co."), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the business of financing Ford motor vehicles, and carried on a continuous and systematic portion of its business throughout Wayne County, Michigan.

6. On or about January 8, 2003, Plaintiff purchased a new 2003 Ford F250 Pickup Truck, VIN No. 1FTNX21P13F [REDACTED] from the defendant dealer, which motor vehicle was manufactured, distributed and/or imported by the defendant manufacturer.

7. At the time of Plaintiffs' purchase, Plaintiffs executed a retail installment contract with the Defendant Dealer, which contract was assigned by Defendant Dealer to Defendant Finance Co., which contract contains the following language:

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

(a copy of said retail installment contract is in the possession of Defendants).

8. Defendant Finance Company, as an assignee, is subject to all of Plaintiffs' claims and defenses against the defendant dealer and manufacturer arising out of the subject retail installment

transaction, pursuant to MCLA 492.114a(b), 16 CFR 433, the Uniform Commercial Code, and the language of the subject finance contract, arising out of the above retail installment transaction.

9. At the time of delivery, the aforesaid vehicle was covered by Defendant Manufacturer's written express new vehicle warranty.

10. The vehicle has numerous defects and non-conformities which substantially impair its use and value, the most serious of which is a defect or condition which causes the engine to stall out, endangering persons and property.

11. Plaintiff notified Defendant Manufacturer and Defendant Dealers of this condition during the first year of ownership, as reflected in the various repair orders, correspondence and records in the possession of defendants.

12. Plaintiff took the vehicle for diagnosis, repair and/or service for this same condition to an authorized Ford dealership on the following dates:

- (a) March 18, 2003, at 2,760 miles (Defendant Blackwell);
- (b) April 7, 2003, at 3,862 miles (Defendant Blackwell);
- (c) April 14, 2003, at 4,167 miles (Defendant Suburban);
- (d) July 31, 2003, at 9,764 miles (Defendant Suburban).

13. Following the third repair attempt set forth in the preceding paragraph, and while the vehicle was in for service for the fourth repair attempt, Plaintiff sent a "last chance" letter by certified mail, return receipt requested, pursuant to Michigan's Lemon Law, MCLA 257.1403, to Defendant Manufacturer (a copy of the letter is in the possession of Defendant Manufacturer).

14. In addition to the condition described above, the vehicle has required repairs for other defects or conditions, as reflected in the various repair orders in the possession of Defendants.

15. Despite the foregoing opportunities to repair, the vehicle was never satisfactorily repaired and, as a result, Plaintiff has lost confidence in the vehicle and fears for his safety.

16. On approximately August 1, 2003, Plaintiff submitted this matter to Defendant Manufacturer's alternative dispute resolution ("ADR") mechanism, to-wit: Ford's Dispute Settlement

Board (a copy of Plaintiffs' Dispute Settlement Board Application is in the possession of Defendants).

17. On September 30, 2003, Defendant Manufacturer's ADR mechanism refused to hear Plaintiff's claims (a copy of said refusal is in the possession of Defendants).

18. This causes arises out of the defendants' negligence, misrepresentation, breaches of warranty and contract and violations of statutes, as hereinafter set forth.

19. Plaintiffs seek damages in excess of \$25,000 and/or equitable relief.

COUNT I

BREACH OF WARRANTIES

20. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

21. Defendants are merchants with respect to motor vehicles under MCLA 440.2104.

22. The aforementioned motor vehicle purchased by Plaintiff was subject to implied warranties of merchantability under MCLA 440.2314.

23. Defendants, Ford and Suburban, to induce said sale, also made certain express warranties and representations to Plaintiffs, both orally and in writing (including but not limited to service contracts) and through their advertising and conduct.

24. Defendant Blackwell also extended an express written warranty with respect to its repairs, a copy of which is in the possession of said Defendant.

25. Said express and implied warranties and representations included, but were not limited to, the following:

- (a) Said vehicle was fit for the ordinary purposes of safe, reliable and attractive transportation;
- (b) Said vehicle was of good, sound and merchantable quality;
- (c) Said vehicle was free from defective parts and workmanship;
- (d) Said vehicle was so engineered and designed as to function without requiring unreasonable maintenance and repairs;

(e) In the event said vehicle was not free from defective parts or workmanship as set forth above, that Defendants would repair or replace same without cost to Plaintiff;

(f) That any defects or non-conformities would be cured within a reasonable time.

26. Said vehicle was not as warranted and represented in that the vehicle has repeatedly broken down or malfunctioned due to defective parts and workmanship, including but not limited to defective engine, brakes, electrical malfunctions, and such other problems and/or defects as are reflected in the various repair orders, technical service bulletins, special service messages and recall documents in possession of defendants.

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

28. Plaintiff has given Defendants reasonable opportunities to cure said defects and make the subject vehicle fit for its intended purpose but, Defendants have been unable and/or refused to do so within a reasonable time and without cost to Plaintiff.

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

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

A. Money damages in whatever amount above \$25,000, Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees;

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

C. Such other and further relief as this Court deems just.

COUNT II

REVOCATION OF ACCEPTANCE

30. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

31. The defects and non-conformities described above were latent and not readily discoverable by Plaintiff upon reasonable inspection and, further, Defendants represented that the aforesaid defects and non-conformities would be cured within a reasonable time.

32. After numerous attempts by defendants to cure, it has become apparent that said non-conformities cannot be seasonably cured.

33. The non-conformities substantially impair the use and value of the vehicle to Plaintiff, in that the engine stalling and brakes present significant safety issues, exposing Plaintiff and others to personal injury and property damage.

34. Plaintiff has previously notified Defendants of said non-conformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608 and demand return of the purchase price of said vehicle.

35. Defendants have nevertheless refused to accept Plaintiff's revocation and have refused to refund Plaintiff's purchase price, plus incidental and consequential damages, and cancel the contract.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiffs' purchase price, together with incidental and consequential damages, interest, costs and reasonable attorney fees.

COUNT III

BREACH OF OBLIGATION OF GOOD FAITH
(MCLA 440.1203, ET SEQ)

36. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

37. Pursuant to MCLA 440.1203, defendants had the duty to act in good faith with respect to the transactions set forth herein; to-wit:

Obligation of good faith imposed. Sec. 1203. Every contract or duty within this act imposes an obligation of good faith in its performance or enforcement. (MCLA 440.1203.)

38. Pursuant to MCLA 440.2103(b), Defendants, as merchants, also had the obligation to conform to the following standard:

(b) "Good faith" in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.

39. The actions of defendants as described in this complaint constitute a breach of the good faith requirement and the foregoing standard of conduct.

40. As a proximate result of Defendants' aforesaid breach, Plaintiff has sustained the damages set forth above.

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

A. Money damages in whatever amount above \$25,000, Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees;

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

C. Such other and further relief as this Court deems just.

COUNT IV

**LIABILITY UNDER MAGNUSON-MOSS
WARRANTY ACT (15 USC §2301 ET SEQ)**

41. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.
42. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq, by virtue of 15 USC §2310(d)-(1).
43. Plaintiff is a consumer as defined in 15 USC §2301(3).
44. Defendants are suppliers and warrantors as defined in 15 USC §2301(4)(5).
45. The aforescribed motor vehicle is a consumer product as defined in 15 USC §2301(6).
46. 15 USC §2304(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC §2304(d).
47. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on him by Defendants, Defendants have acknowledged that they are unable to remedy within a reasonable time and without charge, the defects heretofore set forth in Count I of this Complaint.
48. As a result of Defendants' breaches of express and implied warranties as set forth in Count I of this Complaint, and Defendants' failure to remedy same within a reasonable time and without charge to Plaintiff, Plaintiff has suffered the damages enumerated in Count I of this Complaint. WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC §2310(d)(2) or in the alternative, that Plaintiff be awarded damages in whatever amount above \$25,000 he is found to be entitled, plus interest, costs and actual attorney fees.

COUNT V

VIOLATION OF MCLA 445.901, ET. SEQ.
(MICHIGAN CONSUMER PROTECTION ACT)

49. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.
50. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902(c).
51. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(d).
52. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair and deceptive acts or practices:
- (a) At all times relevant hereto, Defendants breached the aforesaid duty of disclosure by representing, either affirmatively or by omission, that the aforescribed defects could be seasonably cured, when they knew, or in the exercise of reasonable care, should have known the same to be untrue;
 - (b) Defendants further breached the aforesaid duty to disclose by representing, either affirmatively or by omission, that the subject vehicle had been properly repaired, when in fact, the vehicle had not been adequately or properly repaired;
 - (c) Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
 - (d) Failing to adequately and properly inform Plaintiff of his rights and remedies with respect to the transactions which are the subject of this Complaint;
 - (e) Misrepresenting Plaintiff's rights and/or failing to advise Plaintiff of his remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
 - (f) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;

- (g) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;
- (h) Representing that the repairs could be performed properly, within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case;
- (i) Refusing and/or failing to provide promised benefits, including but not limited to warranty repairs;
- (j) Failing to reveal material facts including but not limited to the nature of the non-conformities and defects complained of herein;
- (k) Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable law and/or warranties;
- (l) Failing to promptly refund Plaintiff's money and/or restore their property to them upon their rightful revocation and cancellation of the subject transactions.

51. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCLA 44.903 and the sub-paragraphs contained therein.

52. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have appropriate procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale and/or lease of vehicles to other consumers.

53. As a result of the Defendants' actions above Plaintiff has suffered a loss within the meaning of the Act and are also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCLA 445.911.

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

A. Money damages in whatever amount above \$25,000, Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;

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

C. Such other and further relief as this Court deems just.

COUNT VI

VIOLATION OF MCLA 257.1401, ET SEQ (MICHIGAN LEMON LAW) DEFENDANT MANUFACTURER FORD MOTOR COMPANY

54. Plaintiff incorporates by reference all heretofore mentioned facts and allegations in this Complaint.

55. The subject vehicle has been out of service because of repairs for more than 30 days during the first year of after delivery of the vehicle to Plaintiff and/or the vehicle has been subject to more than four or more repair attempts for the same defect or condition which had been reported to defendant manufacturer and/or its authorized dealer within one year of the date of delivery to Plaintiff.

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

57. Despite reasonable opportunity and notice, Defendant has failed to cure the aforesaid defects or conditions.

58. Despite demand, Defendant Manufacturer has refused to refund Plaintiff's purchase price, less the reasonable allowance for Plaintiff's use of the vehicle as permitted by MCLA 257.1403(1), together with Plaintiffs' out of pocket costs as permitted by statute.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to refund Plaintiff's purchase price, together with taxes, insurance premiums, towing, rental reimbursement, interest, costs and actual attorney fees as provided by MCLA 257.1401, et seq., or in the alternative, that Plaintiff be awarded damages in whatever amount he is found to be entitled, plus interest, costs and actual attorney fees.

COUNT VII

MOTOR VEHICLE SERVICE AND REPAIR ACT
(MCLA 257.1301, ET SEQ.) - DEFENDANT DEALERS

59. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.
60. Defendant is a "motor vehicle repair facilities" as defined in MCLA 257.1302(g).
61. Under the aforesaid Act, Defendants owe a duty to Plaintiff and others to refrain from engaging in or attempting to engage in any "method, act or practice which is unfair or deceptive."
62. Defendant breached the above duty in the following inexhaustive list of ways:
- a. Making, either written or orally, an untrue or misleading statement of a material fact;
 - b. Upon information and belief, permitting a technician to diagnose or repair a condition if the technician is not properly certified to diagnose and repair the particular condition;
 - c. Failing to reveal a material fact, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;
 - d. Performing repairs which are not necessary, except when a customer insists that a repair be performed in disregard to the facility's advice that it is unnecessary;
 - e. Representing, directly or indirectly, that repairs are necessary when in fact they are not;
 - f. Failing to perform repairs in the time promised or in a reasonable time period;
 - g. Failing to provide a written statement to the customer disclosing the actual cost of repairs;
 - h. Failing to provide a written statement to the customer providing a detailed explanation of an inability to complete repairs properly;
 - i. Failing to return replaced parts to the customer or, where the parts must be returned to the manufacturer, failing to allow the customer to inspect the parts;
 - j. Failing to give proper notice to the customer of the right to receive and/or inspect replaced parts.
 - k. Failing to perform repairs in a competent and workmanlike manner.
63. The above described conduct by Defendant constitutes "unfair and deceptive practices" as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCLA 257.1307 and Administrative Rules applicable thereto.

64. The above described conduct by Defendant amounts to a wilful and flagrant violation of the Act.

65. As a result of Defendant's action above, Plaintiff has suffered damages as set forth herein and also are entitled to statutory damages and attorney fees as provided in MCLA 257.1336.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiffs are found to be entitled, plus statutory double damages, interest, costs and reasonable attorney fees.

COUNT VIII

HOLDER LIABILITY - DEFENDANT FINANCE CO.

66. Plaintiff incorporates by reference all heretofore mentioned facts and allegations in this Complaint.

67. As an assignee of the subject retail installment contract, Defendant Finance Company is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

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

69. Pursuant to the language of the finance contract between Plaintiff and Defendant Finance Co, to-wit:

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

Defendant Finance Co. is subject to all of Plaintiff's claims and defenses which Plaintiff could assert against the co-Defendants in this cause.

70. Pursuant to MCLA 492.114a, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

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

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


- B. Cancellation of the remainder of the subject contract; and
- C. That Defendant be ordered to delete any neutral or negative credit information from Plaintiff's credit history arising out of the subject transaction; and
- D. That Defendant be permanently enjoined from reporting any neutral or negative credit information concerning Plaintiffs arising out of the subject transaction; and
- E. Such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in the above entitled cause.

Respectfully submitted,

LIBLANG & ASSOCIATES

BY: 
DANIEL K. LIBLANG (P33713)
MICHAEL J. CARELLI (P64248)
Attorneys for Plaintiff
165 N. Old Woodward Ave.
Birmingham, Michigan 48009
(248)540-9270

DATED: October 13, 2003

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Plaintiff,

03-334305 NZ 10/15/2003

JDG:KAYE TERTZAG

vs.

VS. [REDACTED]
FORD MOTOR COMPANY

FORD MOTOR COMPANY, a Delaware Corporation, SUBURBAN FORD OF WATERFORD, LLC, a Michigan Limited Liability Company, BLACKWELL FORD, INC., a Michigan Corporation, and CHASE MANHATTAN AUTOMOTIVE FINANCE CORPORATION, a Delaware Corporation, Jointly and Severally,

Defendants.

LIBLANG & ASSOCIATES
DANI K. LIBLANG (P33713)
MICHAEL J. CARELLI (P64248)
Attorneys for Plaintiff
165 N. Old Woodward Ave.
Birmingham, MI 48009
(248) 540-9270

NOTICE OF HEARING

TO: Clerk of the Court

PLEASE TAKE NOTICE that the foregoing Motion for Partial Summary Disposition will be brought on for hearing on 1-16-04, 2004, before the Honorable 1251276, at 8:30 a.m., or as soon thereafter as counsel may be heard.

Respectfully submitted,
LIBLANG & ASSOCIATES,

BY: Dani K. Liblang
DANI K. LIBLANG (P33713)
MICHAEL J. CARELLI (P64248)
Attorneys for Plaintiff
165 North Old Woodward Avenue
Birmingham, MI 48009
(248) 540-9270

DATED: October 13, 2003

SERVICE INVOICE

Blackwell **FORD** Inc.

41001 Plymouth Rd.
PLYMOUTH, MICHIGAN 48170
PHONE (734) 453-1100

STATE REG. NO.
F-124631

CUSTOMER NO. 25826	ADVISOR ANDREW WYCHUCKI 7824	TAG NO. [REDACTED]	INVOICE DATE 04/09/03	INVOICE NO. FDCS100821
[REDACTED]	LABOR PARTS 7800 [REDACTED]	YEAR / MAKE / MODEL 1982	DELIVERY DATE REDY	STOCK NO.
CANTON, MI [REDACTED]	VEHICLE TO BE 1982 FORD TRUCK/PICKUP	VEHICLE TO BE 1.5T X21P13 [REDACTED]	DELIVERY MILE	DELIVERY MILE
REFERENCE PHONE	BUSINESS PHONE	COMMENTS	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	[REDACTED]	[REDACTED]	FLA DATE 04/07/03	
MO-3886				

LABOR & PARTS

JOB # 1 04F0Z PERFORMANCE UNITS: 1.54 TECH(S): 7636 WARRANTY
RUNS ROUGH AND MISS FELT AND TIRE SURGES, ALSO HAS STALLED
WHEN ENGINE WARM.
REPLACE ICP SENSOR PER 03805 PROGRAM.
EXTRA TIME TO EXTRACT HEAT SHIELD BOLT.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	3C3Z-9F83B-EA	ICP SENSOR			0.00
JOB # 1 TOTAL PARTS						0.00
JOB # 1 TOTAL LABOR & PARTS						0.00

JOB # 2 05F0Z03B EXCESSIVE SMOKE UNITS: 1.20 TECH(S): 7636 WARRANTY
CUSTOMER STATES EXCESSIVE SMOKE COMING FROM EXHAUST PIPE
WHITE SMOKE ON START UP.
REPROGRAM MULTIPLE MODULES TO LATEST CALIBRATION LEVEL.
(PER 03806 PROGRAM) CHANGE OIL AND FILTER PER 57898
PROGRAM.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2	1	FL-2016	KIT-OIL FLTR E			0.00
JOB # 2	15	XD-25M40-QSD	MOTOR OIL 15W40			0.00
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

COMMENTS

APPOINT. LOANER

TECHNICIAN CERTIFICATION

WILLIAM H. DELUNSKI

TOTALS

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

REPAIRS PROPERLY COMPLETED
& CHECKED BY

X. [REDACTED]
2 Pages of PIR are
attached to this invoice.

POWER OF ATTORNEY
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned does hereby authorize and appoint BLACKWELL FORD, Inc. my (our) true and lawful attorney to sign, make, place and seal of the undersigned on any form upon Checks or Drafts issued by

Company) covering any repairs to my (our) vehicle authorized by myself (or ourselves) or whatever amount is necessary to place check or draft in a cashable position.

I (we) hereby certify and confirm whatever action said Attorney shall or may take by virtue hereof in the premises.

LASTED WARRANTY THE ONLY WARRANTY APPLIED TO THIS PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLER'S OFFERED WARRANTY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NOTHING SHOWN OR REPRESENTED BY ANY OTHER PERSON TO BECOME PART OF THE WARRANTY OR GUARANTEE. BLACKWELL FORD, Inc. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR PERSONS OR PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR ANY OTHER ECONOMIC DAMAGES. CUSTOMER ASSUMES FULL RESPONSIBILITY OF INSURANCE, CONTINGENT AND EXCESS OF POWER OF ATTORNEY.

X. [REDACTED]
13:18pm

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

[REDACTED]

Plaintiff,

-vs-

Case No. 03- CP
HON.

[REDACTED], a Delaware Corporation,
MIDLAND FORD LINCOLN-MERCURY, INC., a Michigan Corporation,
Jointly and Severally,

Defendants.

LAW OFFICES OF BRIAN P. PARKER
BRIAN P. PARKER (P48617)
Attorney for Plaintiff
30700 Telegraph Rd., Suite 1580
Bingham Farms, MI 48025
business (248) 642-6266/fax (248) 642-8875
website: www.lemonaid.com
e-mail: Lemonaid@amaritech.com

THERE IS NO OTHER CIVIL ACTION BETWEEN THESE PARTIES ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT PENDING 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
DEMAND FOR JURY

NOW COMES Plaintiff, by and through his attorneys, The Law Offices of Brian P. Parker, P.C., and complains against the above-stated Defendants, and state in support of said Complaint as follows:

GENERAL ALLEGATIONS

1. Plaintiff is an individual who resides in the City of Coleman, County of Midland, State of Michigan.

2. Ford Motor Company, ("Manufacturer"), is a corporation authorized to do business in the State of Michigan and is engaged in the manufacture, sale, and distribution of the Plaintiff's motor vehicle and related equipment and services, with its principal offices located in the City of Dearborn, County of Wayne, State of Michigan.

3. Defendant, Midland Ford Lincoln-Mercury, Inc., ("Dealership"), is a business authorized to do business in the State of Michigan and is engaged in the sale, purchase, and distribution of the Plaintiff motor vehicle and related equipment and services, with its principal offices located in the City of Midland, County of Midland, State of Michigan.

4. On or about February 12, 2003, Plaintiff purchased a new 2003 Ford F250 4X4 crew cab ("motor vehicle") from the Defendant Dealer, which motor vehicle was manufactured and distributed by the Defendant Manufacturer.

5. The vehicle is identified as VIN#1FTNW21PX3E [REDACTED]

6. The vehicle is registered in the State of Michigan.

7. The vehicle was purchased primarily for personal, family, and/or household purposes.

8. Plaintiff's purchase of the vehicle was accompanied by warranties offered by Defendant Dealer and Defendant Manufacturer and extending to the Plaintiff.

9. Said warranties were part of the basis of the bargain of Plaintiff's contract for his purchase of the vehicle.

10. The basic and extended warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

11. In fact, when delivered, the subject vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted, including, but not limited to: **NUMEROUS TIMES SERVICED FOR ENGINE DEFECTS, DRIVEABILITY DEFECTS, and the problems/list is continuing.**

12. Despite the above prolonged time during which Defendants were given the opportunity to repair Plaintiff's vehicle, Defendants failed to repair the vehicle so as to bring it into conformity with the warranties set forth herein.

13. The defects experienced by Plaintiff with the vehicle substantially impaired its use, value and safety to the Plaintiff, and has shaken the Plaintiff's faith in the vehicle to operate as dependable transportation.

14. Despite Plaintiff's repeated efforts to allow Defendants the opportunity to repair the vehicle, many nonconforming and defective conditions were not repaired and still exist.

15. Plaintiff directly notified defendants of the defective conditions of the vehicle on numerous occasions and that he desired a buy-back of the vehicle, yet Defendants failed and refused to buy back Plaintiff's defective vehicle and to reimburse Plaintiff pursuant to his rights under Michigan law. Also, Plaintiff sent a Last Chance letter pursuant to Michigan law.

16. This cause arises out of the Defendants' negligent repair, breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

17. Plaintiff seeks judgement against the Defendants in whatever amount in excess of \$25,000 that Plaintiff is entitled to, equitable relief and the costs and expenses of this action.

COUNT I
BREACH OF WARRANTY OF MERCHANTABILITY

18. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

19. Defendants are merchants with respect to motor vehicles under MCLA 440.2104.

20. The aforementioned motor vehicle purchased by Plaintiff was subject to implied warranties of merchantability under MCLA 440.2314.

21. Said implied warranty includes, but is not limited to the vehicle's reliability, freedom from defects, and that it was of average quality within the industry.

22. Additionally, Defendants impliedly warranted that the subject vehicle would be merchantable and at least fit for the purpose for which it is used.

23. The Defendants breached this implied warranty by not supplying a vehicle which was merchantable and at least fit for the above enumerated purposes for which it is used.

24. As a result of the vehicle's many defects, it cannot be reasonably relied on by Plaintiff for the very purposes Plaintiff purchased the vehicle.

25. As a direct and proximate result of Defendants' breach of warranty, Plaintiff has suffered damages, including but not limited to: repair costs, loss of wages, interest and sales tax, loss of use of the vehicle, loss of value to the vehicle, inconvenience and

the emotional trauma of dealing with the repair history of a new vehicle.

26. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiff faces future inconvenience associated with the future repair work and down time, loss of a use, loss of value together with cost and attorney fees necessary to secure relief from Defendant's wrongful conduct.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, equitable relief, plus interest, costs and reasonable attorney fees.

COUNT II
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

27. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

28. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act ("Warranty Act"), 15 U.S.C. § 2301(3).

29. Defendants are "suppliers" and "warrantor" as defined in the Warranty Act, 15 U.S.C. § 2301(4) and (5).

30. The aforescribed motor vehicle is a consumer product as defined in 15 USC §2301(1).

31. The express warranty pertaining to the vehicle is a "written warranty" as defined in the Warranty Act, 15 U.S.C. § 2301(6).

32. The actions of Defendants as hereinabove described and in failing to tender the subject vehicle to Plaintiff free of defects and refusing to repair or replace the defective

vehicle tendered to Plaintiff, constitute a breach of the written and implied warranties covering the vehicle and are a violation of the Magnuson-Moss Warranty Act.

33. Plaintiff has performed all things agreed to and required of him under the purchase agreement and warranty, except as may have been excused or prevented by the conduct of Defendants as herein alleged.

34. Defendants have had a reasonable opportunity to attempt to remedy the defects in the vehicle, but have failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

35. As a proximate result of the misconduct of Defendants as alleged herein, and in an effort to protect his rights and to enforce the terms of the agreement as more particularly set forth above, it has become necessary for Plaintiff to employ the legal services of Law Offices of Brian Parker, P.C., and Plaintiff has incurred and continues to incur legal fees, costs and expenses in connection therewith.

36. As a direct and proximate result of the acts and omissions of defendants and each of them as set forth hereinabove, Plaintiff has been damaged as mentioned in an amount in excess of \$25,000.00.

37. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, equitable relief, plus interest, costs and reasonable attorney fees.

COUNT III
BREACH OF WARRANTY OF FITNESS

38. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

39. At the time the parties executed their contract, Defendant Dealer had reason to know the particular purpose for which Plaintiff desired to use the subject vehicle.

40. Plaintiff relied upon Defendant's expertise in selecting the subject vehicle to conform to the Plaintiff's needs and requirements.

41. Defendants impliedly warranted that the vehicle would be fit for the purpose Plaintiff intended according to MCLA 440.2315.

42. This warranty has been breached in that the vehicle is not fit for the purpose Plaintiff intended as enumerated above.

43. Plaintiff has been damaged by this breach as enumerated above.

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with consequential damages, interest, costs and reasonable attorney fees.

COUNT IV
REVOCAION

44. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

45. The non-conformities and repair history of the subject vehicle resulting from the breaches of warranty describe above have substantially impaired the value of the vehicle to the Plaintiff.

46. After numerous attempts by Defendants to cure the defects in the subject vehicle, the Plaintiff now believes that said non-conformities cannot be seasonably or ever cured and he has lost confidence that the vehicle can be operated safely.

47. Due to the vehicle's lengthy repair history and continuing defects, Plaintiff has previously sought to revoke acceptance pursuant to MCLA 440.2606 and the return of the purchase price of the subject vehicle.

48. Defendants have refused to comply with the Plaintiff's demand for revocation and a refund of Plaintiff's purchase price.

49. With the filing of this Complaint, Plaintiff continues his demand of Defendants to allow him to return the vehicle in exchange for the purchase price and any costs or expenses associated with the sale, repair and return of the vehicle as allowed by law.

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorney fees.

COUNT V
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

50. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

51. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902(b).

52. The transactions complained of constitute "trade or commerce" as defined in

the Michigan Consumer Protection Act, MCLA 445.902(c).

53. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following conduct:

- a. Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not, MCLA 445.903(1)(e);
- b. Represented that the subject vehicle had been properly repaired under the warranty, when in fact the Defendants knew or should have known that it had not, MCLA 445.903(1)(cc);
- c. Represented that the repairs would be performed properly and within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case, MCLA 445.903 (1)(s);
- d. Failing to make proper repairs on a warranted item, MCLA 445.903(1)(t);
- e. Failing to offer a refund or replacement of the subject vehicle in accordance with the applicable law and rules on revocation, MCLA 445.903(1)(u);
- f. Causing a probability of confusion or of misunderstanding as to the legal rights, obligations or remedies of a party to a transaction, MCLA 445.903(1)(n);
- g. Failing to provide promised benefits both from the sale of the vehicle and in the repair attempts, MCLA 445.903(1)(y);
- h. Failing to reveal material facts including but not limited to the cause of the vehicle defects and nonconformities and Defendant Dealers' inability to repair said nonconformities as enumerated above, MCLA 445.903(1)(s);
- i. Entering into a consumer transaction in which the consumer waives or purports to waive a right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it, MCLA 445.903(1)(t).

54. As a result of the Defendants actions the jurisdiction of this Court of Plaintiff's Complaint is based on MCLA 445.911(2), providing that persons suffering loss as a result

of a violation of the Michigan Consumer Protection Act may bring action to recover actual damages, together with reasonable attorneys fees.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$25,000 he is found to be entitled, together with emotional distress damages, statutory damages, interest, costs and reasonable attorney fees as provided by statute.

COUNT VI
VIOLATION OF MICHIGAN'S AUTOMOBILE "LEMON LAW"
MCLA 257.1401 et seq

55. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

56. The subject vehicle has been in Defendant Dealer's repair facility four times or more for the same repairs and/or at least thirty days while the same defect was being repaired and faces future repair attempts.

57. Plaintiff has notified Defendant of his desire for a refund of the purchase price permitted by MCLA 257.1403, together with Plaintiff's out of pocket costs associated with the sale of the vehicle and pursuing this claim, and with this complaint, continues that request.

58. Defendant Manufacturer has refused to honor Plaintiff's statutory rights regarding this vehicle and for a claim for out of pocket costs associated with the sale of the vehicle and pursuit of a claim.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$25,000 he is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute MCLA 257.1401.

COUNT VI
NEGLIGENT REPAIR

59. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

60. On numerous occasions, Plaintiff has delivered the subject vehicle to the Defendant Dealer for repairs of the defective conditions covered under the express and implied warranties set forth hereinabove.

61. On each occasion that Plaintiff returned the subject vehicle for repairs, Plaintiff is informed and believes, and thereupon alleges, that Defendant Dealer attempted repairs pursuant to their obligations under the express and implied warranties accompanying the vehicle's sale.

62. Defendant owed a duty of care to Plaintiff to perform repairs in a good and workmanlike manner within a reasonable time.

63. Defendant breached this duty in that the attempted repairs of Plaintiff's vehicle were done negligently, carelessly, and recklessly as to substantially impair the vehicle's use, value, and safety in its operation and use each time Plaintiff picked up the vehicle after Defendant's repair attempts, Defendant represented to Plaintiff that the repairs were complete, and Plaintiff relied on thereon.

64. As a direct and proximate result of Defendant's negligent failure to repair Plaintiff's vehicle within a reasonable time or within a reasonable number of attempts, Plaintiff was forced to drive a defective and unsafe vehicle that still exhibits the problems Plaintiff has complained of previously.

65. As a further direct and proximate result of Defendant's failure to repair the vehicle in a timely and workmanlike fashion, Plaintiff was forced repeatedly to take the

vehicle in for further repair attempts and to leave it for long periods at a great inconvenience and expense.

66. The damages Plaintiff has suffered as a direct and proximate result of Defendants' negligence exceed \$25,000 and include but are not limited, to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of use, and damages to Plaintiff's well-being in the form of emotional distress.

WHEREFORE, Plaintiff prays for judgment as follows:

- (1) For actual damages in excess of \$25,000 according to proof at trial;
- (2) For damages resulting from Defendants' negligent repair of the vehicle as alleged above in a sum in excess of \$25,000 according to proof at trial;
- (3) For attorney's fees and costs of suit incurred herein; and
- (4) For such other and further relief as the court deems just and proper under the circumstances.

COUNT VIII

BREACH OF EXPRESS WARRANTY

67. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

68. As part of this transaction, Defendants represented that certain express warranties were available to Plaintiff.

69. The express warranties have been breached by Defendants' failure to deliver the subject vehicle free from defects and by their failure to repair said defects within a reasonable time.

70. As a result of the vehicle's many defects, it cannot be reasonably relied on by Plaintiff for the very purposes Plaintiff purchased the vehicle.

71. As a direct and proximate result of Defendants' breaches of warranty, Plaintiff has suffered damages, including but not limited to: repair costs, loss of wages, interest and sales tax, loss of use of the vehicle, loss of value to the vehicle, inconvenience and the emotional trauma of dealing with the repair history of a new vehicle.

72. As a direct and proximate result of Defendants' breaches of warranty, Plaintiff faces future inconvenience associated with the future repair work and down time, loss of a use, loss of value together with cost and attorney fees necessary to secure relief from Defendant's wrongful conduct.

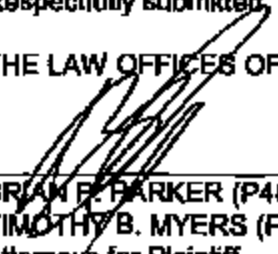
WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, equitable relief, plus interest, costs and reasonable attorney fees.

DEMAND FOR JURY

NOW COMES Plaintiff, by and through counsel, The Law Offices of Brian P. Parker, and hereby makes demand for trial by jury in the within cause of action.

Respectfully submitted,

THE LAW OFFICES OF BRIAN P. PARKER



BRIAN P. PARKER (P48617)
TIMOTHY B. MYERS (P48152)
Attorneys for Plaintiff
30700 Telegraph Rd., Suite 1580
Bingham Farms, MI 48025
(248) 642-8268

DATED: September 24, 2003

CASH RECEIVED FROM 23117
[REDACTED]
COLEMAN, MICHIGAN [REDACTED]

7771 1144 P344
NUMBER 45272
RECEIVED BY TRISHA M. HOLBROOK
DATE 02/12/03
TIME 11:14

05/18/2003 13:55 989455557

ACCT	AMOUNT	CONTROL NUMBER	PAYMENT TYPE	AMOUNT
2300	45,824.74	23117	BANK DRAFT	45,824.74

Vehicle Club Vehicle Purchase

VEHICLE PURCHASE

AT MIDLAND F-L-M WE NEVER TAKE YOUR BUSINESS FOR
GRANTED WE KNOW THAT WE MUST CONTINUE TO EARN IT!

PAGE 1

Midland Ford Lincoln-Mercury, Inc.

1203 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
(800) 631-0040

SIGNATURE

ENGLISH

Service Advisor: 3917

Customer Number: 3317 Name: [REDACTED]

LITW/PIE

09/05/2003 08:44:03

2003 F-SERIES

F-250 CREW CAB 474

4.0L DIESEL DI 19

TORQUE/FI

AXLE CD: C1

WARRANTY START DATE: 02/12/2003 BUILD DATE: 01/15/2003 START CODE

POWER CHARGES: 03112

ENGINE EMISSION CONTROL INFORMATION (ECCI) LABEL REPLACEMENT - WILL EXPIRE FROM DATE ON FEBRUARY 29, 2004

LESS THAN TWO DEALER APPROVED AND REPAIR VISITS PAID TO DATE
EXTENDED COVERAGE

NO ESP INFORMATION AVAILABLE

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 06/09/2003

WARRANTY CLAIM NUMBER: 193861

ODOMETER: 6552 M

RECAL CC42 COULD STARTER DID NOT SEEM TO ACT UP, RAN LONGER AND HAD CONCERN FOR

OPERATING TEMPS. CHECKED FOR LATEST CALIBRATION REPROGRAM PCN TCH AND FICH

CONDITION CODE AND DESC: 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR CP

RECAL REC PROCESSOR RECAL 000 126500

000 12650084

000 12650055

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 06/09/2003

WARRANTY CLAIM NUMBER: 193861

ODOMETER: 6551 M

BADA CC42 REPOSITIONED STRIPPER TO ALLOW THE DOOR TO SHUT ALL THE WAY AND TURN THE LITE OFF

CONDITION CODE AND DESC: 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR CP

2806024 DOOR ASY-GLOVE BOX 000 ADD

000 0000724

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 02/17/2003

WARRANTY CLAIM NUMBER: 193357

ODOMETER: 5945 M

MPF CC32 TEST DRIVE COULD NOT VERIFY CONCERN. WILL TRY LATER TEST DRIVE NEW N

OPENING AND COULD NOT VERIFY CONCERN, HAD

CONDITION CODE AND DESC: 02 FREIGHT/POSTAGE/MAIN

PART NUMBER PART DESCRIPTION QTY LABOR CP

MPF NO PROBLEM FOUND (MP 900 MPF

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 05/27/2003

WARRANTY CLAIM NUMBER: 193357

ODOMETER: 5945 M

MPF CC32 TEST DRIVE BEFORE REPLACING MODULES FOR 03006. COULD NOT VERIFY CON

CERN. CALLED HOTLINE TALKED TO NURT 03000014

CONDITION CODE AND DESC: 02 FREIGHT/POSTAGE/MAIN

PART NUMBER PART DESCRIPTION QTY LABOR CP

MPF NO PROBLEM FOUND (MP 900 MPF

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 05/27/2003

WARRANTY CLAIM NUMBER: 193357

ODOMETER: 5945 M

PROGRAM REPROGRAM PCN TCH FICH

PART NUMBER PART DESCRIPTION QTY LABOR CP

000 030066

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 05/27/2003

WARRANTY CLAIM NUMBER: 193357

ODOMETER: 5945 M

COMPLEMENTARY OIL AND FILTER CHANGE 0005 17079 PERFORMED LUBE, OIL & FILTER

PART NUMBER PART DESCRIPTION QTY LABOR CP

3032 07510A ELEMENT AND OIL FIL 001 572988

NO 15040052 005

DEALER: Midland Ford Lincoln-Mercury

REPAIR DATE: 04/01/2003

WARRANTY CLAIM NUMBER: 193357

ODOMETER: 3206 M

MPF CC41 REQUEST AT-RAMP TIRE ON AND ADJUST DRIVE SHAFT AXLES FOR RUTTING

TEST DRIVE. COULD FEEL SHOCKER UNDER MODERATE TO HEAVY ACCEL RAN 06315 AND NO

THING APPARENT. CALLED HOTLINE. TALKED TO

CONDITION CODE AND DESC: 42 DOES NOT OPERATE PRO

89/18/2083 13:55 9894656567 URGENT: 5000 H
 WARRANTY CLAIM NUMBER: 191326
 4682 CC42 -REQUEST HT-PERFORM DIAG,CR AND ADJUST DRIVESHAFT ANGLES PER HOTLINE-
 TEST DRIVE, COULD FEEL SHUDDER UNDER MODERATE TO HEAVY ACCEL RAN DRITS AND NO
 THING APPEARED. CALLED HOTLINE. TALKED TO
 CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PAGE 83

PART NUMBER PART DESCRIPTION QTY LABOR CP
 4682 DRIVESHAFT ASY INCL 800 NT4209
 802 46209 SHIM PLATE COUPLER S 803
 DEALER: Midland Ford Lincoln-Mercury. REPAIR DATE: 01/01/2003
 WARRANTY CLAIM NUMBER: 191518 ODOMETER: 2204 H
 HPF CC42 UNABLE TO DUPLICATE, HAS TESTED, NO CODES, CALLED HOTLINE. JOHN. IDA
 83882. NO INFO AVAILABLE. IF CONCERN HAPPENS AGAIN
 CONDITION CODE AND DESC = 82 FREQUENT/POSTAGE/NAH

PART NUMBER PART DESCRIPTION QTY LABOR CP
 HPF NO PROBLEM FOUND (NR 800 HPF
 DEALER: Midland Ford Lincoln-Mercury. REPAIR DATE: 01/21/2003
 WARRANTY CLAIM NUMBER: 190130 ODOMETER: 911 H
 9F832 CC42 -REQUEST HT-PERFORM PERF DTAG TO STEP 15,NR ICP, REPROG PCM,FICHT,
 CH- TEST DRIVE. SEEMED SHUDDERED AND AFTER MARKED UP TOLE LOPING WAS FOR CODES
 P0272,P0275, 8445 CYLS BALANCE

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR CP
 3032 9F830A SENSOR 357 F/L TIREWR 001 126530
 000 12650001
 000 12650015
 000 NT4F830

9/18/03 Ford dealer stills has
 my Truck, gas gauge sensor
 Replace Drive Shaft Back order
 my Computer on the frite
 and they cannot figure
 what is wrong

05/2003 50-201-107007 0102.20 3250
 14:29 0302

TONER NAME [REDACTED] SERIAL NO. 1700000000000000
 AL R/O'S 5 TOTAL SECT. 0013 11 0000 00 0000 00

NO. NO.	NO. DATE	FILES	ABSTENTION TO T	OPERATION CODE	DESCRIPTION
103861	06/04/2003	6551 A	30012		
			30017	1 W 3100200V	DRIVEABILITY 070
			30017	2 W 10002125	LIGHTS CONCERN
103359	05/27/2003	5015 A	30012		
			30017	1 W 0307200	STEERING 070, S
			30017	2 W 01012	WHEEL, ENGINE
			30017	3 W 2107200	WHEEL, ENGINE
			30016	4 W 0207200	WHEEL, ENGINE
			30017		
101510	04/01/2003	3706 A	30012		
			30017	1 W 3107200V	DRIVEABILITY 070
			30010	2 W 00072	WHEEL, ENGINE
100130	02/11/2003	912 A	30017		
			30017	1 W 3107200V	DRIVEABILITY 070
			30016		
105670	02/06/2003	02 A	30016		
			30016	1 W 3007200	WHEEL, ENGINE, 000

09/19/2003 13:55 9894656567

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Midland Ford Lincoln-Mercury, Inc.

1520 S. BROADWAY ROAD, S.D. BOX 4754, MIDLAND, MI 48691-1704
PHONE (810) 631-6043 FAX NO. (810) 631-1773

TOLL FREE: (800) 880-8870

SERVICE HOURS:

MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 8:00 P.M.

P & A CODE 00801-2

STATE REG. NO. P-121962

CUSTOMER NO. 22417	NAME MIKE HOUAN	DATE 09/19/03	STOCK NO. CDE5196978
ADDRESS [REDACTED]	PHONE NO. [REDACTED]	DELIVERY DATE 02/12/03	DELIVERY MILES 75
VEHICLE MAKE / MODEL 03/FORD TRUCK/F SERIES5/F250 4X4 LRM	VEHICLE NO. 1-F T H W 2 1 P X 3 E	SELLING DEALER NO.	PRODUCTION DATE
DATE OF SALE 09/05/03	FINANCE NO. 11641	FINANCE TYPE X	FINANCE OUT NO: 11641

LABOR & PARTS		TECH(S):30040		10.95
JOB 1 99FT2230P		ROTATE TIRES		
		ROTATE TIRES		
		MAINTENANCE		
		ROTATE TIRES.		
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE
				JOB # 1 TOTAL PARTS
				JOB # 1 TOTAL LABOR & PARTS
JOB 2 99FDZ3P		6.0 LITRE DIESEL LOF		15.00
		PERFORM LUBE,OIL,FILTER SERVICE 6.0 LITRE DIESEL		
		MAINTENANCE		
		PERFORMED LUBE,OIL,FILTER SERVICE 6.0 LITRE DIESEL		
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE
JOB # 2	1	PK2016	6.0 OIL CHANGE	65.00 65.00
JOB # 2	1	ANTI-FOAM-ADDITIVE		***
JOB # 2	1	FL-2016	KIT-OIL FLTR E	***
JOB # 2	15	XO-15W40-USD	MOTOR OIL-15W4	***
				JOB # 2 TOTAL PARTS
				JOB # 2 TOTAL LABOR & PARTS
JOB 3 31F0Z01		WISC. DIESEL		WARRANTY
		ENGINE FLARES AT IDLE WHEN WARM		
		WAITING FOR A NEW CALIBRATION AT THE END OF SEPTEMBER		
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE
				JOB # 3 TOTAL PARTS
				JOB # 3 TOTAL LABOR & PARTS
JOB 4 04F0ZB0P		LUBE RT AXLE YONG		WARRANTY
		REAR AXLE FLUID LEAK		
		SEAL CC42		
		PINION SEAL LEAKING, REPLACED SEAL, LIP CUT		
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE
JOB # 4	1	EB72-4878-2	SEAL RST-RA AY	WARRANTY
JOB # 4	1	FB12-4888-2	SUPT RST CPL/S	WARRANTY
				JOB # 4 TOTAL PARTS
				JOB # 4 TOTAL LABOR & PARTS
JOB 5 21F0Z99P		MULTI POINT INSPECT		0.00
		PERFORM MULTI-POINT INSPECTION		
		MAINTENANCE		
		PERFORMED MULTI-POINT INSPECTION		
		SEE SERVICE ADVISOR FOR INSPECTION DETAILS		
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE
				JOB # 5 TOTAL PARTS
				JOB # 5 TOTAL LABOR & PARTS
JOB 6 01F0Z		WHEELS/TIRES		15.00
		LEFT FRONT TIRE LEAKS AIR		
		LEAK AT PLUG		
		REMOVE OLD PLUG INSTALL NEW PLUG		

EVERYTHING WE DO IS DRIVEN BY YOU

PAGE 1 OF 3

CONTINUED ON NEXT PAGE 1

04:07:01

PE04-870 1285

89/18/2883 13:55 5894556567

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Midland Ford Lincoln-Mercury, Inc.

70022, SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
 PHONE (517) 631-0040 FAX NO. (517) 631-1778

TOLL FREE (800) 882-5870

SERVICE HOURS:

MON. & THUR. 7:30 A.M. - 8:00 P.M.
 TUES, WED, FRI 7:30 A.M. - 8:00 P.M.

P & A CODE 09801-2

STATE REG. NO. F-131982

NAME	MIKE NIKAK	30012	TH	DATE	09/10/93	WARRANTY NO.	FDS196978
LAST NAME		11641		COLOR	BLACK/MED F	STOCK NO.	
YEAR / MAKE / MODEL	03/FORD TRUCK/F SERIES/F250 4X4 CRV			DELIVERY DATE	02/12/93	DELIVERY MILE	95
VEHICLE NO. REG.	1 F T M 2 1 P X 2 E			DEALER DEALER NO.		PRODUCTION DATE	
P.T.S. NO.				R.D. DATE	09/03/93		
CONTENT				REPAIRS PROPERLY COMPLETED & CHECKED BY		WARRANTY OUT	NO# 11641

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	JOB # 6 TOTAL PARTS	0.00
						JOB # 6 TOTAL LABOR & PARTS	15.00

JN 7 10F0Z MINOR ELECTRICAL TECH(S):30007 WARRANTY
 WHEN CUSTOMER STARTED TRUCK THE RADIO AND DASH LIGHTS
 NO AC FAN OR TURN SIGNALS
 AND THE WINDOW SWITCHES INOP
 NPP
 NEEDS TO KNOW IF POWER WINDOWS AND DOOR LOCKS INOP ALSO
 CHECKED ELECTRICAL CIRCUITS, FOUND NO CAUSE FOR CONCERN.
 NEVER DUPLICATED CONCERN, CALLED HOT LINE.
 NO SERVICE REPAIRS AVAL
 REPORT # 3000001 MARK CONTACT # 213-025-384

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	JOB # 7 TOTAL PARTS	0.00
						JOB # 7 TOTAL LABOR & PARTS	0.00

JN 8 14F0Z BODY EXTERIOR TECH(S):30010 30017 WARRANTY
 WHEN DRIVING ON NORMAL ROADS THE BOX RATTLES
 BEARING 0042
 ROADTESTED 8 MILES, DID NOT HEAR BOX RATTLE, POSSIBLY
 RELATED TO SSN.
 TECH 30017, REPLACED CENTER SUPPORT BEARING PER SSN 17020,
 TEST DROVE 10 MILES PER SSN AND NOISE GONE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	JOB # 8 TOTAL PARTS	0.00
						JOB # 8 TOTAL LABOR & PARTS	0.00

JN 9+21F0208K GREEN BRAKE TECH(S):30017 0.00
 CHECK BRAKE LININGS MEASUREMENTS FOR WEAR
 BRAKE LININGS WERE CHECKED AND ARE OK AT THIS TIME
 BRAKE LININGS ARE OVER 5MM (.015") OR OVER 2MM (.008")

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	JOB # 9 TOTAL PARTS	0.00
						JOB # 9 TOTAL LABOR & PARTS	0.00

JN10+21F0208FIRE GREEN TIRE TECH(S):30017 0.00
 CHECK TIRE TREAD DEPTHS FOR WEAR
 TIRE TREAD DEPTHS WERE CHECKED AND ARE OK AT THIS TIME
 TIRE TREAD DEPTHS ARE 7/32 OR GREATER



PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	JOB # 10 TOTAL PARTS	0.00
						JOB # 10 TOTAL LABOR & PARTS	0.00

MISC CODE DESCRIPTION CONTAIN UNIT
 JOB # A 98 SHOP SUPPLIES 2.05
 TOTAL - MISC 2.05

DATE: Sept 18, 07

Ford Lincoln Mercury
16800 Executive Plaza Drive
3NE-301
Dearborn MI 48126

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Re: Customer : 
Vehicle : F-350
VIN No. : 1FTNWZ1P83E 
Delivery Date: 2/12/03
Selling Dealer: Midland F.L.M.

Dear Sir or Madam:

I am writing pursuant to Michigan's lemon law, to request a final repair attempt on my vehicle.

Your records should reflect that the vehicle has been in the dealer on numerous occasions for repair attempts involving the following:

Engine Defects and Stalling
Acidic leaks, Skating, electrical and brake defects.

Under the Lemon Law, I am requesting that all of the above problems be fully repaired within five (5) business days.

Thank you for your time and consideration.

Very truly yours,

SIGNED 