

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

IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

COBB COUNTY, GA.  
FILED IN OFFICE  
2003 NOV 21 PM 2:52



J. C. [Signature]  
COURT CLERK

**SERVE**

[Redacted]

*Plaintiff.*

v.

FORD MOTOR COMPANY,

*Defendant.*

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Civil Action No.

03-1-9212-34

**JURY TRIAL DEMAND**

**COMPLAINT**

COMES NOW, [Redacted], Plaintiff in the above-styled action, by and through his undersigned attorneys, and hereby files this, his Complaint against Defendant, FORD MOTOR COMPANY, INC, and shows this honorable Court as follows:

**STATEMENT OF JURISDICTION AND VENUE**

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

### STATEMENT OF FACTS

5. On or about February 19, 2003, Plaintiff purchased a 2003 Ford F-250 from Chatsworth Ford (VIN # 1FTNX21P93E [REDACTED]) (hereafter "vehicle") for valuable consideration.
6. Plaintiff's vehicle is manufactured and distributed by Manufacturer, for valuable consideration.
7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than \$22,193.00
8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiff a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.
9. Plaintiff took possession of the vehicle on February 19, 2003.
10. Shortly after taking possession of the vehicle, Plaintiff experienced various defects, including, but not limited to, the following: (a) Exhaust; (b) Surging; (c) Transmission; (d) Noise; (e) Stalling; (f) Engine; (g) Electrical; (h) Tires; (i) Failure to diagnose and repair defects.
11. Those defects violate the Manufacturer's warranty and the implied warranty of merchantability.
12. Plaintiff afforded the Dealer a reasonable number of attempts to cure the defects.
13. The defects in Plaintiff's vehicle remain uncorrected.
14. As a result of the numerous repair attempts and Defendant's inability to repair the vehicle, Plaintiff justifiably lost confidence in the vehicle's safety and reliability.
15. The value of the vehicle has been substantially impaired to Plaintiff.
16. The defects were not and could not have been reasonably discovered by Plaintiff prior to his

purchase of the vehicle.

17. As a result of the defects and Defendant's inability to cure, Plaintiff revoked acceptance of the vehicle pursuant to The Magnuson Moss Warranty Act and Georgia Statutory law.

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

19. Defendant refused Plaintiff's demand for revocation and the corresponding remedies to which Plaintiff is entitled under the law.

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

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**

(Pursuant to the Uniform Commercial Code, the Magnuson-Moss Warranty Act, and Georgia Law)

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

22. Plaintiff is a consumer, as contemplated by the Uniform Commercial Code, the Magnuson Moss Warranty Act.

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

24. Plaintiff is entitled by the terms of the written warranty provided to him by Manufacturer/Dealer to enforce the obligations of said warranty.

25. Plaintiff's vehicle was manufactured, sold and purchased after July 4, 1975, and costs in

excess of ten dollars (\$10.00).

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

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

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

29. Plaintiff has honored his obligations under the warranty.

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

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

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

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

**WHEREFORE**, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;

b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty Act, the Uniform Commercial Code, and Georgia Statutory Law, including, but not limited to:

- (i) loss of use;
- (ii) lost wages;
- (iii) aggravation and inconvenience damages;
- (iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
- (v) any other incidental and consequential damages;
- (vi) Plaintiff be awarded reasonable attorneys' fees and costs; and

c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**

(Pursuant to the Uniform Commercial Code, the Magnuson-Moss Warranty Act, and Georgia Statutory Law)

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

35. The vehicle purchased by Plaintiff is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), UCC Section 2-103(1)(d) and OCGA Section 11-2-314(2)(c).

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

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

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

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

40. The vehicle has failed to perform with reasonable safety, efficiency, and comfort.

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

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

43. Manufacturer has attempted, in contravention to the law, to disclaim the implied warranty of merchantability.

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

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

**WHEREFORE**, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty Act, the Uniform Commercial Code, and Georgia Statutory Law, including, but not limited to:
  - (i) loss of use;
  - (ii) lost wages;
  - (iii) aggravation and inconvenience damages;
  - (iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
  - (v) any other incidental and consequential damages;

(vi) Plaintiff be awarded reasonable attorneys' fees and costs; and

c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate

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

Submitted this 19 day of November 2003.



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

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



IN THE DISTRICT COURT OF FINNEY COUNTY, KANSAS

**COPY**

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

Case No. 03-C- 202

**PETITION**  
**(PURSUANT TO K.S.A. CHAPTER 60)**

COMES NOW the Plaintiff and for his cause of action against the above named Defendant states:

1. The Plaintiff is an individual who resides in Finney County, Kansas.
2. The Defendant is a Corporation whose resident agent for service of process is The Corporation Company, Inc. located at 515 S. Kansas, Topeka, KS 66603.
3. The Plaintiff purchased a 2003 Ford-350 Crew Cab 4x4 with a 6.0 liter diesel direct injection V8 engine VIN #1FTSW31F71E [REDACTED] from the Rusty Eck Ford, Inc. dealership on February 12, 2003. That the Rusty Eck Ford, Inc. dealership is an authorized dealer of the Ford Motor Company.
4. That the vehicle purchased by the Plaintiff came with a number of warranties including bumper-to-bumper coverage, safety restraint coverage, corrosion coverage, and 6.0 liter power stroke POWER STROKE diesel engine coverage. That one month and again three months after purchasing the vehicle, the Plaintiff reported the following problems:
  - A. The entire vehicle shakes when started and when running.

- B. That the vehicle will continue to shake until you shut it off and restart it three to four times.
- C. That during operation the engine dies and is difficult to restart.
5. That the Plaintiff took the vehicle to the Rusty Eck Ford, Inc. dealership on at least five different occasions for repair.
6. That these five attempts were reasonable in number for the dealership to correct the problems.
7. That the dealer was unable to conform the vehicle to warranty standards.
8. That this non-conformity substantially impairs the use and value of the vehicle to the Plaintiff.
9. That the non-conformity is not the result of abuse, neglect, or unauthorized modifications or alterations by the Plaintiff.
10. That the vehicle was out of service for repairs for approximately 30 days.
11. That the Plaintiff attempted to settle his claim with the company's Dispute Settlement Board.
12. That the Plaintiff was unsuccessful in this attempt because the Board claimed that it did not have jurisdiction over the Plaintiff's claim.
13. That as a result of the company's agent's and dealer's failure to conform the vehicle to warranty standards, the Plaintiff is entitled to a refund of the entire purchase price of the vehicle including all collateral charges, in an amount less than Seventy Five Thousand (\$75,000.00).

WHEREFORE, the Plaintiff prays judgment against the Defendant for damages of a refund to the Plaintiff of the full purchase price including all collateral charges, his costs herein incurred and for such other and further relief as may be just and proper under the circumstances.

CHARLES E. OWEN, II, P.A.  
805 N. Main, Suite 4, P.O. Box 1471  
Garden City, Kansas 67846  
Telephone (620) 275-1243

By:   
Charles E. Owen, II #08856

DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff and hereby demands a trial by jury.

  
Charles E. Owen, II

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**STATE OF MICHIGAN**  
**IN THE CIRCUIT COURT FOR THE COUNTY OF HURON**

[REDACTED]

Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware  
Corporation and GETTEL MOTORS, CO.,  
a Michigan Corporation, Jointly and Severally,

Defendants.

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

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or has previously been 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 Melvin, Sanilac 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, Gettel Motors Co. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Sebewalng, Huron County, Michigan.

4. On or about September 5, 2003, Plaintiff purchased a new 2003 Ford F-350, VIN 1FTSX31P93E [REDACTED] hereinafter referred to as "2003 F-350"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract 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).

6. Plaintiff has taken the 2003 F-350 to the Manufacturer's authorized agents/dealers, including Seller, on at least five (5) separate occasions and vehicle has been out of service due to repairs for a total of 60 days (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:

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<u>Date</u>	<u>Days</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
04/03/03	13	150	296048	<u>ENGINE DEFECT</u> : Truck found to be running rough
09/29/03	31	2,180	299892	Customer states that vehicle has a vibration at all speeds; vehicle oil smells like diesel; <u>ENGINE DEFECT</u> : 68 mph vehicle loses power and wants to stall; vehicle was getting 20mpg and now is getting 12 mpg; perform recall
10/17/03	1	4,321	57423	<u>ENGINE DEFECT</u> : Rough idle
10/29/03	2	5,029	300475	<u>ENGINE DEFECT</u> : Customer states that vehicle is stalling out while driving; drivers mirror has crack; center console latch is loose; customer reimbursement one month payment \$619.94
12/04/03	13	7,984	70278	<u>ENGINE DEFECT</u> : Customer states while driving vehicle shut off twice

Total days out of service: 80

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

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

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**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:

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

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

**CONSUMER LEGAL SERVICES**

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

18. Manufacturer's attempted repair was unsuccessful as the 2003 F-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.

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.

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**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:

- 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 instalment contract and pay off the balance of the contract;

- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

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

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

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

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

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

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

(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.

**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:

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;

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- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

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

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

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

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

(a) The Manufacturer and Seller represented to Plaintiff the 2003 F-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.

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(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.

(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.

CONSUMER LEGAL SERVICES

**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.

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).

**CONSUMER LEGAL SERVICES**

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.

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)].

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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.

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.

CONSUMER LEGAL SERVICES

**COUNT VIII**  
**REVOCAION 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.

60. Plaintiff had previously notified manufacturer and Seiler 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.

**CONSUMER LEGAL SERVICES**

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.

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 installment contract and pay off the balance of the contract;

CONSUMER LEGAL SERVICES

- 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.

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.

CONSUMER LEGAL SERVICES

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.

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.

CONSUMER LEGAL SERVICES

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.

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.

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.

**JURY DEMAND**

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

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

Dated: December 30, 2003

CONSUMER LEGAL SERVICES



295046

# Gettel

## Auto Mall

651 S. LINCOLN RD. RD. BOX 648  
SERRAVALLO, MI 48785-0648  
(888) 883-2100 (800) 322-0180  
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INVOICE

DUPLICATES 1  
PAGE 1

State Reg. No. FME-449

HOME:

BUS:

SERVICE ADVISOR: 22 JAMMY HARRIS

PLATE	03	FOXD F350 PICKUP	1F8XG1E99	150/152	
058HP2003		17:00 10APR03		66.00 CASH	9902T2003
OPTION: STE:5859 ENG:6.0L DIESEL TRN:AUTO					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

CAUSE: 150 YESY DROVE TRUCK FOUND TO BE RUNNING ROUGH CHECK FOR TROUBLE  
 CODES FOUND NONE IN SYSTEM CHECK FIDS ICP READING INCORRECTLY  
 CHECK SERV

MT600SF DIAGNOSIS AND TEST DIESEL  
 9976 WF 1.50 (2/C)

PC: K50 42  
 PART#: 6007  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 9976

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

150 YESY DROVE TRUCK FOUND TO BE RUNNING ROUGH CHECK FOR TROUBLE CODES  
 FOUND NONE IN SYSTEM CHECK FIDS ICP READING INCORRECTLY CHECK SERV ON  
 MESSAGES FOUND ICP MESSAGE FOR ICP PROBLEM FOLLOW TRUCK WITH SERVICE  
 MESSAGE DIAGNOSTICS REPORT ICP CHECK MUST DRIVE ON

B\*\* RECALL 03B05

CAUSE: RECALL 03B05  
 03B05B RECALL 03B05  
 9976 WF 0.70 (2/C)  
 1 3C3Z\*9P838\*EA SENSOR (2/C)

PC: PART#: COUNT:  
 CLAIM TYPE: 03B05  
 AUTH CODE:  
 9976

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C\*\* RECALL 03B06

CAUSE: RECALL 03B06  
 03B06B RECALL 03B06

**STATEMENT OF DISCLAIMER**

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

- CERTIFICATION -  
 ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE  
 WITH MICHIGAN AUTO REPAIR ACT.  
 ALL PARTS ARE NEW UNLESS SPECIFICALLY OTHERWISE.

BUYER COMPANY AUTHORIZED REPRESENTATIVE (DATE)

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

CUSTOMER COPY

EXHIBIT B

PE84-878 0003

296046

# Gettel

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www.gettelautomall.com

INVOICE

DUPLICATE 1  
PAGE 2

State Reg. No. F102449

HOME:

BUS:

SERVICE ADVISOR: 22 TONY HARRIS

COLOR	YEAR	MAKE	MODEL	VIN	MPG	PRICE	DATE
BLACK	03	FORD	F250 PICKUP	1FTNE31P93A		150/150	
05SEP2003				17:00 10SEP03		66.00 CASH	30OCT2003
OPTIONS: STK:5859 ENG:6.0L DIESEL TRN:AUTO							

16:08 03SEP03 09:13 15SEP03

LINE	OPCODE	TECH	TYPE	HOURE	LIST	NET	TOTAL
				3976 RF	0.70		(N/C)

PC: PART#: COUNT:  
CLAIM TYPE: 03B05  
AUTH CODE:  
9976

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

\*\*\*\*\*



### ALL AT ONE LOCATION

#### STATEMENT OF DISCLAIMER

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- CERTIFICATION -  
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE  
WITH MICHIGAN AUTO REPAIR ACT.  
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
S&S, OIL, LUBE	0.00
SALE TAX	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	

FORMER EXHIBIT AUTHORIZED REPRESENTATIVE DATE

CUSTOMER COPY

PE84-878 8985

3785476

2 9 3 8 9 2

# Gettel Auto Mall

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(888) 883-2100 (800) 828-6180  
www.gettelautomall.com  
State Reg. No. F102448

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 676 LOIS LYNN

MELVIN, MI  
HOME:

BUS:

YEAR	MAKE	MODEL	VIN	MI	PLANT	DATE	TIME
03	FORD	F350 PICKUP	1F7YX31P93K			2180/2188	
05SEP2003			17:00 29HEP03	66.00	CASE	29SEP2003	
NO. OF CHGS: 1 RPAID							
OPTIONS: STR:5859 ENG:6.0L DIESEL TRN:AUTO							

LINE	OPCODE	TRCH	TYPE	HOURS	LIST	NET	TOTAL
A							
A CUSTOMER STATES THAT VEH HAS A VIBRATION AT ALL SPEEDS							
MISC TYPE IN CONCERN HERE							
				9976	WF	8.00	8.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 8.00

2180 TEST DROVE TRUCK BUT MISSING CORRECTLY FOUND PCM TCM AND PMIC NEEDED TO BE UPDATED FOR RECALL UPDATE PCM TCM PMIC TEST DROVE RUNS AS SHOULD FUEL IN OIL CHANGED OILS WASHRASTEN

B CUSTOMER STATES THAT VEH HAS A VIBRATION AT ALL SPEEDS  
MISC TYPE IN CONCERN HERE  
9976 WF 8.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 8.00

2180  
C CUSTOMER STATES THAT VEH HAS A VIBRATION AT ALL SPEEDS  
MISC TYPE IN CONCERN HERE  
9976 WF 8.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 8.00

2180  
D CUSTOMER STATES THAT VEH WAS GETTING 20MPG & NOW IS GETTING 12MPG  
MISC TYPE IN CONCERN HERE  
9976 WF 8.00

### STATEMENT OF DISCLAIMER

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- CERTIFICATION -  
ALL REPAIRS AND PARTS LISTED WERE PURCHASED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT.  
ALL PARTS ARE NEW UNLESS SPECIFIC OTHERWISE.

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

030301 COMPANY AUTHORIZED REPRESENTATIVE DATE

CUSTOMER COPY

PE84-878 8987

3785476

299992

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State Reg. No. F102448

\*INVOICE\*

PAGE 2

SERVICE ADVISOR: 675 JOTS LORCH

MELVIN, M  
HOME:

DOB:

05SEP2003	17:00	29SEP03	66.00	CASH	29SEP2003
OPTIONS: STR:5859 ENG:6.0L DISSEL TRN:AUTO					

LINE	QTY	DESC	UNIT	PRICE	AMOUNT	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:

2180

\*\*\*\*\*  
**\*\* RECALL 57898 LOP**  
 MISC TYPE IN CONCERN HERE  
 3000 W/ 0.00 (N/C)  
 1 3C35\*6731\*AA KIT-OIL FLTR ELEM & GSKY (N/C)  
 15 2D\*15W40\*QSD MOTOR OIL 15W40 1 QT SF/CD SHP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

2180 RECALL PERFORM  
 \*\*\*\*\*  
**\*\* RECALL 58112 RECALL**  
 MISC TYPE IN CONCERN HERE  
 3976 W/ 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

2180

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- CERTIFICATION -  
 ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE  
 WITH MICHIGAN AUTO REPAIR ACT.  
 ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

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

ISSUED COMPANY AUTHORIZED REPRESENTATIVE DATE

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3785476

299892



331 S. UNIONVILLE RD. P.O. BOX 645  
SEBENKAING, MN 56788-0645  
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www.gottelastonemall.com  
State Reg. No. F102448

INVOICE

PAGE 1

SERVICE ADVISOR: 676 LOTS LYNCH

MELVIN, MI  
HOME: 203:

BLACK	03	FORD F350 PICKUP	1FT8XG1E93	2180/2180
05SEP2003		17:00 29SEP03	66.00	CASH 30OCT2003

R.S. OPTIONS: STK:5859 ENG:6.0L DIESEL TRN:AUTO

08:10 29SEP03	08:02 29OCT03		LIST	NET	TOTAL
---------------	---------------	--	------	-----	-------

A CUSTOMER STATES THAT VEH HAS A VIBRATION AT ALL SPEEDS  
MISC TYPE IN CONCERN HERE

9976 WF 0.00 (B/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

2180 TEST DROVE TRUCK BUT RUNNING CORRECTLY FOUND PCM TCM AND PMIC  
NEEDED TO BE UPDATED FOR RECALL UPDATE PCM TCM PMIC TEST DROVE RUNS AS  
SHOULD FUEL IN OIL CHAMBER UNDER WARRANTY

B CUSTOMER STATES THAT VEH DIL SMELLS LIKE DIESEL

MISC TYPE IN CONCERN HERE  
9976 WF 0.00

(B/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

2180

C CUSTOMER STATES THAT AT 60MPH VEH LOSES POWER & WANTS TO SUE

MISC TYPE IN CONCERN HERE  
9976 WF 0.00

(B/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

2180

D CUSTOMER STATES THAT VEH WAS GETTING 20MPG & NOW IS GETTING 12MPG

MISC TYPE IN CONCERN HERE  
9976 WF 0.00

(B/C)

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

- CERTIFICATION -  
ALL REPAIRS AND PARTS LIMITED WERE PROVIDED IN COMPLIANCE  
WITH MINNESOTA AUTO REPAIR ACT.  
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

MINNESOTA COMPANY AUTHORIZED REPRESENTATIVE RATE

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

CUSTOMER COPY

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2 9 3 8 2 2

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INVOICE

PAGE 2

SERVICE ADVISOR: 676 LOIS WACH

MELVIN, MI  
 HOME:

BOS:

BLACK	03	FORD F150 PICKUP	1F75X31P93	2100/2180
05SEP2003		17:00 29SEP03		66.00 CASH 30OCT2003
R.D. OPENED	READY	OPTIONS: STK:5959 BRG:6-OL DIESEL TRN:AUTO		

08:10 29SEP03	08:02 29OCT03					
LINE	QCODE	TECH	TYPE	HOURS	LIST	NET
PARTS:	8.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:

2180

\*\* RECALL 57B98 LOF

MISC ITEM IN CURRENT BASE

- 9999 WF 0.50 (N/C)
- 1 3C3E\*6731\*AA KIT-OIL PLATE KLEM & GSKT (N/C)
- 15 3E\*15W40\*QBD MOTOR OIL 15W40 1 QT SF/CD SUP (N/C)

PARTS:	8.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
--------	------	--------	------	--------	------	---------------	------

2180 RECALL 57B98 RECALL

\*\* RECALL 03L12 57B98 RECALL LABEL

CAUSE: F

MISC RECALL 03L12

- 9976 WF 0.20 (N/C)

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00
--------	------	--------	------	--------	------	---------------	------

2180

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- CERTIFICATION -  
 ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE  
 WITH MICHIGAN AUTO REPAIR ACT.  
 ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

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

ISSUED COMPANY AUTHORIZED REPRESENTATIVE DATE

CUSTOMER COPY

PEM-878 8908



3783476

3 0 0 4 7 3

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## Auto Mall

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State Reg. No. F102448  
676 LOTS LYNCH

MELVIN, MI  
HOME:

BUS:

PAGE 1

SERVICE ADVISOR:

05SEP2003	17:00	30OCT03	66.00	CASH	30OCT2003
OPTIM: STK:5859 ENG:6.0L DIESEL TRN:AUTO					

LINE	OPCODE	TRCH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES THAT VEH IS STALLING OUT WHILE DRIVING  
MISC TYPE IN CONCERN HERE

- 9976 WP 0.00 (N/C)
- 1 3C3E\*6K582\*ARM KEMAN KIT-TRCH (N/C)
- 15 3D\*15W40\*QSD MOTOR OIL 15W40 1 QT SF/CD SDF (N/C)
- 1 3C3Z\*EY31\*AA KIT-OIL FILTER KEMAN & GSRT (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5029 TEST DONE TRUCK RUNNING POORLY RUN THROUGH DIAGNOSTIC FLOW CHART  
CHECKED MANIFOLD GAUGE... TUBES ON TURBO OK... WAY OUT OF SPECS... O-RING AND OIL FEED... TURBO MALFUNCTION TEST... ALL TESTS PASSED

B\*\* ADDED OPERATION--DRIVERS MIRROR HAS CRACK--PARTS HERE

- 9976 WP 0.00 (N/C)
- 1 3C3E\*17K707\*EA MIR-RR VW O/S LH (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

5029 REPLACED DRIVERS MIRROR GLASS

C\*\* ADDED OPERATION -- CENTER CONSOLE LATCH IS LOOSE

- MISC TYPE IN CONCERN HERE
- 9976 WP 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

### STATEMENT OF DISCLAIMER

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ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT.  
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

LABOR AMOUNT	
PARTS AMOUNT	
GAR. OR. LITE	
SMILEY AGREEMENT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

SIGNED COMPANY AUTHORIZED REPRESENTATIVE (DATE)

CUSTOMER COPY

PE84-878 0982



3785476

330373

# Gottel Auto Mall

651 S. UNIONVILLE RD. P.O. BOX 646  
SHELBYVILLE, MS 38750-0646  
(800) 893-2100 (800) 322-8850  
www.gottelautomall.com  
State Reg. No. F102440

\*INVOICE\*

PAGE 2

SERVICE ADVISOR: 676 LOIS LYNN

MELVIN, MI  
HOME:

BOS:

BLACK	03	FORD F350 PICKUP	1F75D31P93	5029/5029
05SEP2003		17:00 30OCT03		66.00 CASH 3DOCT2003

OPTIONS: STK:5859 ENG:6.0L DIESEL TRN:AUTO

11:49 29OCT03	15:51 30OCT03			
LINE	OPCODE	TECH	TYPE	HOORS
5029	LATCH	ON	ORDER	

D\*\* CUSTOMER REIMBURSEMENT OUR MONTH PAYMENT 619.94  
CAUSE: E

MISC REIMBURSEMENT

9999	WF	0.00	(N/C)
9976	WF	0.00	(N/C)
		0.00	(N/C)

PC: PART#: COUNT:  
CLAIM TYPE: S  
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL: 0.00

5029

ALL AT THE LOCATION

### STATEMENT OF DISCLAIMER

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

- CERTIFICATION -  
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE  
WITH MICHIGAN AUTO REPAIR ACT.  
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

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

OWNER COMPANY AUTHORIZED REPRESENTATIVE (S)

CUSTOMER COPY

CUSTOMER COPY



200 WEST SANILAC ROAD

SANBURY MI 49671

12/16/2003 09:31:45

Customer No. B64329	Make #	Model #	Dealer #	Invoice Date 12/16/2003	Invoice # 70278
Customer Name & Address	Vehicle # 7936	Engine Code 7964	Lot #/Date # 4778	Color BLACK	Delivery Date / /
	Year/Make/Model 2003 FORD F-350			Prod Date	B.O. Date 12/04/2003
	Vehicle # 2			Truck #	P.O. #
MIRVIN, M	Override	Service Write Up MICHELLE WICKERT		S.W. INT. EST.	0.00
Extended Warranty Co.	Policy #	Endorser		Am. #	Adjuster
Equipment #	Location #	Service Writer Delivery Spacers			

Type: W JOB # Tech: ROBERT IRVING #4 Tech Lic: 13223 Ltr Hr: PO:  
 Complaint: CUSTOMER STATES 2 TIMES WHEN DRIVING JUST SHUT OFF, NO WARNING INDICATION ACTED LIKE KEY JUST WAS TURNED OFF, HAD TURBO REPLACED ABOUT 1 MONTH AGO FOR SAME CONCERN.  
 Correction: INSPECT AND FOUND FUEL IN OIL, PERFORMED TEAR DOWN TEST AND INJECTOR LEAK TEST, FOUND #4 INJECTOR LEAKING, REPLACED #4 INJECTOR, CHANGED ENGINE OIL AND FILTER, RETEST OK

Part:	AP15W40	ALL-FLEET PLUS	QTY:	14
Part:	FL2016	MC OIL FILTER	QTY:	1
Part:	X015W40SQSD	MOTORCRAFT OIL	QTY:	15
Part:	JCSE 9837	AE NOZ ASY-FURNJ	QTY:	1
Part:	FL 2016	KIT-OIL FLTR ELEM &	QTY:	1
Part:	X0 15W40	3QSD OIL-ENG LUB	QTY:	15

JOB TOTALS Labor: Parts: \$436.19 Tax: \$0.00

Type: C JOB #2 Tech: Tech Lic: PO:  
 Complaint: 24 POINT INSPECTION FRRS  
 Cause: check and advise on current vehicle condition  
 Correction: performed 24 point inspection; check sheet attached

Misc Mechanical Shop Supplies

JOB TOTALS \$0.00 Tax: \$0.00 TOTAL: \$0.00

Extended Warranty Pay	Internal Pay \$0.00	All labor charges are billed on flat rate hours unless otherwise noted.	Total Customer Pay \$0.00
-----------------------	---------------------	---	---------------------------

**CONSUMER™  
LEGAL  
SERVICES, P.C.**  
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ  
CHRISTOPHER M. LOVASZ  
STEVEN S. TOTH  
MARK F. ROMANO  
STEVEN G. STANCEOFF  
TROY T. GORMAN  
CHRISTOPHER A. WINKLER



3092E FORD ROAD  
GARDEN CITY, MI 48135  
(734) 261-4700  
FAX: (734) 261-4737  
E-MAIL: [clg@www.consumerlegal.com](mailto:clg@www.consumerlegal.com)

December 30, 2003

James C. Gettel  
Gettel Motors Co.  
P.O. Box 248  
Sebewaing, MI 48759-0648

RE: 2003 Ford F-350, VIN: 1FT9X31P93E [REDACTED]

Dear Sir/Madam:

Please be advised that I represent [REDACTED] regarding the sale of the above-referenced vehicle purchased at Gettel Motors Co., Inc. on or about September 5, 2003. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2003 F-350 and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Gettel Motors Co., and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.811 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Lohr's, 100 Mich App 543; 299 NW2d 89 (1980), MCLA 800.2919a.

PE84-878 8888

921 28<sup>th</sup> STREET S.E.  
GRAND RAPIDS, MI 49508  
(616) 452-2000  
FAX: (616) 452-2002

4680 W. HOUGHTON LAKE DRIVE  
HOUGHTON LAKE, MI 48629  
(989) 366-1000  
FAX: (989) 366-1000

G-6044 S. SAGINAW ST  
GRAND BLANC, MI 48439  
(810) 622-2570  
FAX: (810) 622-2570

EXHIBIT C

James C. Gettel  
December 30, 2003  
Page 2

Since the date [REDACTED] took delivery, the vehicle has been in for repairs on at least five (5) different occasions and out of service due to repairs for a total of 60 days.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.



Christopher M. Lovasz, Esq.

CML/my

CC: Michael Griffin

0404-07421/SH

For Office Use Only.

Indicate Date:

Filed (DCS) 4-7-04

Ineligible \_\_\_\_\_

Returned \_\_\_\_\_

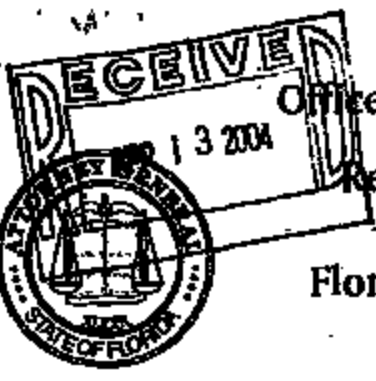
Rejected \_\_\_\_\_

Withdrawn \_\_\_\_\_

Referred to AG APR 06 2004

Approved APR 07 2004

AG Case # 2004-0293/WPS



Office of the Attorney General  
 Request for Arbitration  
 by the  
 Florida New Motor Vehicle  
 Arbitration Board

**I. Consumer Information**

1. Purchaser/Lessee Name(s) \_\_\_\_\_

2. Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: Jupiter State: FL Zip Code: \_\_\_\_\_

3. Home Phone: ( ) \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

Daytime Phone: ( ) \_\_\_\_\_ For Whom? \_\_\_\_\_

Cell Phone: \_\_\_\_\_ For Whom? \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**II. Dealer, Financing, and Lending Information**

4. Dealer Name: Heintzelman's Truck Center, Inc.

Address: 2424 John Young Parkway

City: Orlando State: FL Zip Code: 32804

Lessor, bank, or lending institution to which monthly payments are made:  
Ford Motor Credit Company

Address: PO Box 467369

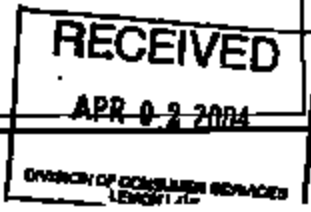
City: Atlanta State: GA Zip Code: 31146

PER-870 8997

**III. Relief Requested (Check one only)**

5. If successful, I prefer to receive:  A refund

A replacement vehicle



IV. Vehicle Information

6. Vehicle Type Car  Truck  Van  Sport Utility

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

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

9. Make: Ford Model: F-250 Year: 2003  
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)

10. Vehicle Identification Number (VIN):  
1 F T N X 2 1 P 7 3 E XXXXXXXXXX  
(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)

11. If a conversion vehicle, give the name of the company who performed the conversion, if known:  
N/A  
(Explorer Vans, Mark III, Sherrod, etc. Attach a copy of the warranty.)

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

12. Date you took delivery of the vehicle 8/8/2003  
Mileage on the odometer on the date of delivery 137 Current mileage: 20,470

13. Was the vehicle: Purchased  Leased   
In Florida? Yes  No   
As (check one): New  Demonstrator  Used

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

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

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

a. If yes, complete the following

Original owner's name: \_\_\_\_\_

State where vehicle was originally purchased: \_\_\_\_\_

Actual date of delivery to original owner: \_\_\_\_\_

**V. Information Regarding Problem(s) with Vehicle**

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

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

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

Problem	Date 1	Date 2	Date 3
1. STALLING, ERATIC IDLING, WONT START HEAVY SMOKE, LOSS OF OIL PRESSURE	9/13/03	9/15/03	10/29/03
2. _____	9/19/03	9/19/03	
3. _____			
4. _____			
5. _____			
6. _____			

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)? Yes  No

If yes, date the manufacturer received notification: \_\_\_\_\_

a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts? Yes  No

If yes, date the conversion company received the notification: \_\_\_\_\_

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

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)? Yes  No

If yes, on what date(s)? 2/03/04 - 2/05/04

If no, explain why: \_\_\_\_\_

(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist? Yes  No

If no, explain why: \_\_\_\_\_

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

If yes, how many days? \_\_\_\_\_

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

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

Manufacturer: \_\_\_\_\_ Conversion Company: \_\_\_\_\_

If no, explain why: \_\_\_\_\_

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

If no, explain why: \_\_\_\_\_

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

**VI. Participation in Certified Manufacturer Program**

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

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

Date the program received your claim: \_\_\_\_\_

Date of your hearing (if applicable) \_\_\_\_\_ Mileage \_\_\_\_\_

Did that program render a decision? Yes  No

If no, explain why: \_\_\_\_\_

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

Date of final decision or action? \_\_\_\_\_

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



Robert M. Silverman, Esquire  
Identification No. 55914  
KIMMEL & SILVERMAN, P.C.  
36 East Butler Pike  
Ardmor, PA 19002  
(215) 546-8889

ATTORNEY FOR PLAINTIFF

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

[REDACTED]  
Pottsville, Pennsylvania [REDACTED]

v.

FORD MOTOR COMPANY  
C/O CT Corporation  
1515 Market Street, Suite 1210  
Philadelphia, PA 19103

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

CIVIL ACTION

**COMPLAINT**  
**CODE: 1900**

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

**BACKGROUND**

3. On or about July 24, 2003, Plaintiff purchased a new 2003 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNW21P53E [REDACTED]
4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$50,645.92. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

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

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

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

16. On or about July 24, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

no-power condition, stalling condition and no-start condition. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

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

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

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

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

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: \_\_\_\_\_

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

## VERIFICATION

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



---

ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff





4. Other (Specify) \_\_\_\_\_ N/A  
 5. Other (Specify) \_\_\_\_\_ N/A  
 6. Other (Specify) \_\_\_\_\_ \$ 5.00  
 C. Seller's Documentary Fee (not a governmental fee) \_\_\_\_\_ \$ 53.50  
 D. Other Charges (Indicate who will receive payment and purpose)  
 1. To \_\_\_\_\_ For Prior Credit or Loan Balance \_\_\_\_\_ \$ N/A  
 2. To \_\_\_\_\_ \_\_\_\_\_ \$ N/A  
 3. To \_\_\_\_\_ \_\_\_\_\_ \$ N/A  
 4. To \_\_\_\_\_ \_\_\_\_\_ \$ N/A  
 E. Total Cash to be Paid at Closing (A plus B plus C plus D) \_\_\_\_\_ \$ 103.50  
 F. Amount of Cash to be Paid at Closing \_\_\_\_\_ \$ 103.50  
 G. Trade Charge \_\_\_\_\_ \$ 47.50  
 H. Total Cash to be Paid at Closing \_\_\_\_\_ \$ 151.00  
 I. Payment Schedule: One payment of \$ 485.00 and 71 payments of \$ 485.50  
 on the dates shown in the PAYMENT SCHEDULE above.

To the extent permitted by applicable law, you hereby acknowledge a portion of these amounts.  
**PAYMENTS BEFORE OR AFTER DUE DATE:** This is a "Finance Contract." This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The SELLER just makes payments before their due date, the less Finance Charge you will owe. If you later you make payments later than are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will mail you a check for any amount owed you if it is \$1.00 or more after you make your last payment, or the amount of any additional amount owed if it is \$1.00 or more. There is a possibility that a surplussed payment of interest might be due to you after you have finished your payments.  
**LOCATION OF VEHICLE:** This vehicle is located at \_\_\_\_\_  
 327 CHESTNUT ST. PHILADELPHIA, PA 19106

**CREDIT INSURANCE:** YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below:  
 Life \_\_\_\_\_ N/A  
 Credit Life Insurance will pay your debt on \_\_\_\_\_ N/A  
 Credit Accident and Health (Covered up to \$ \_\_\_\_\_) N/A  
 The name of the insurer is \_\_\_\_\_  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_  
**THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

**IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.**  
**NOTICE TO BUYER:**  
**DO NOT SIGN THIS CONTRACT IN BLANK.**  
**YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.**

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.  
 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

**CUSTOMER COPY**

92843

41582

# HERITAGE



1104 CENTRE TURNPIKE  
P.O. BOX 120  
DUNESBORO, PA 17821  
TEL 717 299-1000  
FAX 717 299-2000  
PBA CODE 01283

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 4821 SCOTT SPOLSKI

PO: [REDACTED] PA [REDACTED]  
HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	PLATE	REGISTRATION	TAX	
	03	FORD F250 PICKUP	1FTW121E53E		3964/3964		
MODEL DATE	PROD. DATE	WARR. EXP.	PROMISED	ACTUAL	SEPARATE	PAYMENT	SERV. DATE
01JAN2003			16:30	21OCT03	59.00	CASH	21OCT2003
R.O. OPENED	READY	OPTIONS					
21OCT03	21OCT03						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A RECALL 03B06...COLD OPERATION CALIBRATION PRODUCT ENHANCEMENT  
 CAUSE: REFLASHED PCM, TCM, AND PCM AS PER RECALL  
 03B06B REPROGRAM MODULES  
 5201 W 0.70 (N/C)  
 FC: PART#: COUNT:  
 CLAIM TYPE: 03B06  
 AUTH CODE:  
 5201

RECALL 57R98...FREE OIL CHANGE WITH PROGRAM 03B06  
 CAUSE: PERFORMED FREE OIL CHANGE WITH PROGRAM 03B06  
 57R98B FREE OIL AND FILTER  
 5201 W 0.50 (N/C)  
 1 FL\*2016\* KIT-OIL FLTR ETNH & GSKT (N/C)  
 16 X0\*15W40\*Q3) MOTOR OIL 15W40 1 QT SF/CD-SLP (N/C)  
 FC: PART#: COUNT:  
 CLAIM TYPE: 57R98  
 AUTH CODE:  
 5201

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

STATEMENT OF DISCLOSURE  
 The lessee hereby certifies all of the information on this form is true and correct. The lessee is not a minor. The lessee is not a bankrupt. The lessee is not a convicted felon. The lessee is not a convicted sex offender. The lessee is not a convicted violent offender. The lessee is not a convicted drug offender. The lessee is not a convicted domestic violence offender. The lessee is not a convicted child abuse offender. The lessee is not a convicted child molester. The lessee is not a convicted sex predator. The lessee is not a convicted sex offender with a lifetime registration requirement. The lessee is not a convicted sex offender with a 10-year registration requirement. The lessee is not a convicted sex offender with a 5-year registration requirement. The lessee is not a convicted sex offender with a 2-year registration requirement. The lessee is not a convicted sex offender with a 1-year registration requirement. 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The lessee is not a convicted sex offender with a 1/642775217264865612621115146753777792-second registration requirement. The lessee is not a convicted sex offender with a 1/1285550434529731224422231335107555584-second registration requirement. The lessee is not a convicted sex offender with a 1/2571100869059462448844462670151111168-second registration requirement. The lessee is not a convicted sex offender with a 1/51422017381189248976889340402222336-second registration requirement. The lessee is not a convicted sex offender with a 1/10284403676237849795377868080444672-second registration requirement. The lessee is not a convicted sex offender with a 1/20568807352475699590755776160888944-second registration requirement. The lessee is not a convicted sex offender with a 1/41137614704951399181511554241777888-second registration requirement. The lessee is not a convicted sex offender with a 1/822752294099027983630231088443555584-second registration requirement. The lessee is not a convicted sex offender with a 1/1645504588198055972660462176888944-second registration requirement. The lessee is not a convicted sex offender with a 1/329100917639611194532092433777888-second registration requirement. The lessee is not a convicted sex offender with a 1/6582018352792223890641848675557776-second registration requirement. The lessee is not a convicted sex offender with a 1/131640367057844778212883697311155552-second registration requirement. The lessee is not a convicted sex offender with a 1/26328073411568955642577374626222336-second registration requirement. The lessee is not a convicted sex offender with a 1/52656146823137911284515149252444672-second registration requirement. The lessee is not a convicted sex offender with a 1/10531229366275822569010298454888944-second registration requirement. The lessee is not a convicted sex offender with a 1/21062458732551645138020596909777888-second registration requirement. The lessee is not a convicted sex offender with a 1/42124917465103290276041193819555584-second registration requirement. The lessee is not a convicted sex offender with a 1/8424983493020658055208238763911155552-second registration requirement. The lessee is not a convicted sex offender with a 1/168499669660413161044164754782222336-second registration requirement. The lessee is not a convicted sex offender with a 1/33699933932082632208832950956444672-second registration requirement. The lessee is not a convicted sex offender with a 1/67399867864165264417765901912888944-second registration requirement. The lessee is not a convicted sex offender with a 1/134799735728330528835531820383777888-second registration requirement. The lessee is not a convicted sex offender with a 1/269599471456661057670663640767555584-second registration requirement. The lessee is not a convicted sex offender with a 1/539198942913322115334127281535111168-second registration requirement. The lessee is not a convicted sex offender with a 1/107839788582664422668825556307111168-second registration requirement. The lessee is not a convicted sex offender with a 1/2156795771653288453377610612222336-second registration requirement. The lessee is not a convicted sex offender with a 1/431359154330657690675522122444672-second registration requirement. The lessee is not a convicted sex offender with a 1/86271830866131538135104424488

92843

41936

# HERITAGE



1104 CENTER TURNPIKE  
P.O. BOX 128  
QUAKERTOWN, PA 17001  
(610) 866-1001  
FAX (610) 866-8086  
MSA CODE 01233

## INVOICE

PAGE 1

SERVICE ADVISOR: 4547 RICK OSWALD

ROTTSEVILLE, PA  
BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	PLATE	IN/OUT	TAG
	03	FORD F250 PICKUP	1FTSW21P53E		4507/4509	
DEL DATE	PROD DATE	WARR EXP	FROM/TO	RATE	PAYMENT	TRM DATE
11JAN2003			16:30 05NOV03	59.00	CASH	06NOV2003
REG. OPENED	READY	OPTION#				
05NOV03	06NOV03					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	EXT	TOTAL
CAUSE: VERIFIED LOW POWER AND ENGINE MISC WDS SELF TESTED FAULT CODES							
P0275 NUMBER 5 INJECTOR FAULT REMOVED RIGHT VALVE COVER							
REPLACED NUMBER 5 INT							
9438A TURBOCHARGER ASSEMBLY - REPLACE							
				(5E682/90438) - L			(N/C)
				5201 W 1.50			(N/C)
				1 3C3Z*9E527*AE NOX ASY-FU/INT			(N/C)
				1 F8AE*9C077*AA ADDITIVE-FUEL (DIESEL)			(N/C)
				1 FL*2016* KIT-OIL FLTR ELEM & GSKT			(N/C)
				15 KO*15W40*QSD MOTOR OIL 15W40 1 QT SF/CD SJP			(N/C)
				1 HNR HAZARDOUS MASTER REMOVAL			(N/C)
				1 3C3Z*6E682*ARM REMAN KIT-TRCH			(N/C)
M19527AR INJECTOR NOZZLE ACCESS							
				5201 W 1.50			(N/C)
M19527A21A INJECTOR NOZZLE O-RING REPLACE							
				5201 W 0.50			(N/C)
6005E HARD START / NO START DIAGNOSTIC - DIESEL							
				ENGINE DIAGNOSIS - L			(N/C)
				5201 W 0.60			(N/C)
6005E2 KEY ON ENGINE OFF - KOEO CHECK - TEST - L							
				5201 W 0.10			(N/C)
6005E3 KEY ON ENGINE OFF - KOEO INJECTOR							
				ELECTRICAL SELF-TEST - TEST - L			(N/C)
				5201 W 0.10			(N/C)
6005E4 SCAN TOOL TEST - DATA LIST MONITORING - TEST - L							
				5201 W 0.10			(N/C)
6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL							
				ENGINE - DIAGNOSIS - L			(N/C)
				5201 W 0.40			(N/C)
6005F11 EXHAUST SYSTEM RESTRICTION - TEST - L							
				5201 W 0.10			(N/C)
6005F12 BOOST PRESSURE - TEST - L							

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

STATEMENT OF DISCLAIMER  
The history warranty authorizes all of the warranty work except in the case of the hardware. The dealer hereby expressly disclaims of warranty after leaving in implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller, neither person, nor includes any other person is allowed to, if any liability is connected with the sale of the hardware.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SALES, OIL, LUBE	
REBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	

ISSUED: [REDACTED] DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

CUSTOMER COPY



92843

42014

# HERITAGE



1184 CENTRE TURNPIKE  
P.O. BOX 128  
ORWINGBORO, PA 17851  
610 398-1001  
FAX 610 398-3000  
MSA CODE 01283

INVOICE

PAGE 1

SERVICE ADVISOR: 4821 SCOTT SPOLSKI

POTTSVILLE, PA  
HOME: BUS:

YEAR	MAKE	MODEL	VIN	PLATE	REG	FA#
03	FORD	F250 PICKUP	1F7DN21P53E	4516/5033		
01JAN2003			16:30 18NOV03	59.00 CASH		18NOV2003

LINE	QTY	CODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	-----	------	------	------	-------	------	-----	-------

A SHUT OFF WHILE DRIVING... CRANKS OVER... NO START  
 CAUSE: CHECKED FOUND #5 INJECTOR FAILURE, FLOODED CYLINDER BR WITH FUEL  
 REMOVED RIGHT SIDE COVER REPLACED FAN LTY INJECTOR AND SEALS  
 CLEANED CYLINDER

NT9527	REPLACE INJECTOR	5201	W	1.90				(N/C)
1	3C3E*9E527*AE NOZ ASY-FU/INT							(N/C)
NT9527A	INJECTOR NOZZLE O RING REPLACE	5201	W	0.50				(N/C)

FC: D03 42  
 PART#: 3C3E\*9E527\*AE  
 COUNT:  
 CLAIM TYPE: SPW  
 AUTH CODE:  
 5201

\*\*\* NO CRANK AT TIMES  
 CAUSE: TESTED STARTER CIRCUIT AND WIRING RAN SCAN TEST RE REVEALED FAULT  
 CODES CHECKED AND FOUND TERMINAL AT C1248A CIRCUIT 2027 RED  
 WIRE REPAIRED C

11000A	STARTER CIRCUIT - CHECK - L	5201	W	0.30				(N/C)
14200A	WIRING ASSEMBLY - REPAIR - L	5201	W	0.10				(N/C)
14200A1	WIRING REPAIR-PIN POINT TEST - TEST - L	5201	W	0.30				(N/C)
12651D	BODY / CHASSIS / ELECTRICAL (BCE) - TEST - L	5201	W	0.20				(N/C)
12651DKL	BODY / CHASSIS / ELECTRICAL (BCE) - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST	5201	W	0.10				(N/C)

FC: D02 X4  
 PART#: 12A581

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

STATEMENT OF DECLARATION  
 The buyer hereby certifies that all of the vehicles were repaired to the satisfaction of the buyer. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Buyer agrees to pay for any additional charges for parts or labor not included in this invoice. Buyer agrees to pay for any labor charges for any work done on the vehicle with the sale of the vehicle.

LABOR AMOUNT	
PARTS AMOUNT	
GAS. OIL, FLUE	
SALE TAX AMOUNT	
MECH. CHARGES	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

92843

42014

# HERITAGE



1124 CENTRE TURNPIKE  
P.O. BOX 125  
ORANGEBURG, PA 17961  
(878) 388-3001  
FAX (878) 388-3000  
MSA CODE 01289

INVOICE

PAGE 2

SERVICE ADVISOR: 4821 SCOTT SPOTSETT

ROTTSVILLE, PA  
HOME: 208:

COLOR	YEAR	MAKE	MODEL	VIN	PLATE	TYPE	TAU
	03	FORD	F250 PICKUP	1FTNN21P51	4516/5033		
DEL. DATE	PROD. DATE	WARR. EXP.	M. Y. W.	PROMISED	ACT. DATE	PAYMENT	FIN. DATE
01/JAN/2003				16:30	18NOV03	59.00 CASH	18NOV2003
F.O. OPENED: READY: 22% OPTIONS:							
07NOV03		18NOV03					
LINE	QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL	

COURT:  
CLAIM TYPE:  
ADPH CODE:  
5201

\*\*\*\*\*  
LC: A REP. NO: 041936 SVC PART  
DATE: 11/05/03 SVC PART  
DISTANCE: 7



ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED BY ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVE OF FORD.	STATEMENT OF DISCLAIMER The dealer hereby certifies as of the date of this invoice that the information contained herein is accurate unless otherwise shown. The dealer hereby expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose. The dealer reserves the right to discontinue any order without notice for any liability in connection with the sale of the merchandise.	TOTAL LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 GUNLET AMOUNT 0.00 MISC. CHARGE 0.00 TOTAL CHARGE 0.00 LESS DISCOUNT 0.00 SALES TAX 0.00
	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT 0.00

CUSTOMER COPY

92843

42014

**HERITAGE**



1184 CENTRE TURNPIKE  
P.O. BOX 125  
OWAKESBORO, PA 17881  
877-388-1001  
FAX (870) 388-3036  
PLA CODE 01283

\*INVOICE\*

PAGE 1

ROTTSVILLE, PA  
HOME: [REDACTED] BUS:

SERVICE ADVISOR: 4821 SCOTT SPOLAKI

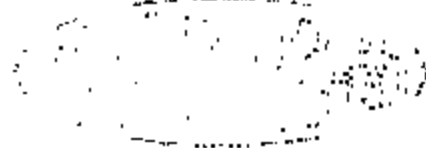
COLOR	YEAR	MAKE/MODEL	VIN	PLATE	MI	OUT	TAX
	03	FORD F250 PICKUP	1FTRD21P53			4516/4516	
CRE DATE	MOO. DATE	WARR. PER.	WARR. PROMISED	WARR. PER. FOR	WARR. PER. FOR	WARR. PER. FOR	WARR. PER. FOR
01 JAN 2003			16:30 07NOV03		59.00	CASH	07NOV2003
A.O. OPENED		READY	OPTIONS:				
07NOV03		07NOV03					

LINE	QTY	DESC	TRCH	TYPE	HOURS	LIST	NET	TOTAL
------	-----	------	------	------	-------	------	-----	-------

A SHUT OFF WHILE DRIVING...CRANKS OKAY...NO START  
 CAUSE: CHECKED FOUND #5 INJECTOR FAILURE, FLOODED CYLINDER WITH  
 FUEL...REMOVED INJECTOR...CLEANED CYLINDER REPLACED  
 INJECTOR...ROAD TESTED OKAY  
 MTS9527 REPLACE INJECTOR  
 5201 W 0.00  
 1 3C3Z\*9E527\*AE NOZ ASY-FU/INJ  
 FC: D21 42  
 PART#: 3C3Z\*9E527\*AE  
 COUNT:  
 CLAIM TYPE: SPW  
 AUTH CODE:  
 5201

(N/C)  
(N/C)

\*\*\*\*\*



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

STATEMENT OF DISCLAIMER  
 The factory warranty constitutes all of the warranty with respect to the sale of this merchandise. The dealer hereby expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose. Dealer further disclaims any liability for any injury or damage in connection with the use of this merchandise.

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

SIGNED: [REDACTED] DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE: [REDACTED]

CUSTOMER COPY

CUSTOMER COPY

PE84-875 1816



Robert M. Silverman, Esquire  
Identification No. 52914  
KIMMEL & SILVERMAN, P.C.  
36 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

ATTORNEY FOR PLAINTIFF

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

██████████  
Schwenksville, Pennsylvania ██████████

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

v.

CIVIL ACTION

FORD MOTOR COMPANY  
C/O CT Corporation  
1515 Market Street, Suite 1210  
Philadelphia, PA 19103

**COMPLAINT**  
**CODE: 1900**

1. Plaintiff, ██████████ is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, ██████████ Schwenksville, Pennsylvania ██████████

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

**BACKGROUND**

3. On or about January 13, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX31PX3E ██████████

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$36,780.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

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

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

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

16. On or about January 13, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal stalling condition, hard-to-start condition, acceleration, oil leak, water leak and defective hood.

True and correct copies of all invoices and Repair History in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

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

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

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

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

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By:

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

## VERIFICATION

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



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ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff



Telephone 721-9100

3470 BETHLEHEM PIKE

**FAULKNER  
FORD  
OF SOLIDERTON**

SOLIDERTON, PA 18964



DATE **01/13/83**

PURCHASER'S NAME [REDACTED]

PURCHASER'S STREET [REDACTED]

PURCHASER'S CITY **SENECAVILLE**

PURCHASER'S STATE **OH**

RESIDENCE PHONE [REDACTED]

BUSINESS PHONE [REDACTED]

ZIP CODE **15473**

SOCIAL SECURITY NO. [REDACTED]

INS. CO. **STATE FARM**

POLICY NO. [REDACTED]

AGENT **SCOTT ESTERY**

SALESMAN **MICHAEL THOMPSON**

<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED		<input type="checkbox"/> CAR <input type="checkbox"/> TRUCK		<input type="checkbox"/> DEMO <input type="checkbox"/> PRIOR USE		STOCK NO.	CASH DELIVERED PRICE OF VEHICLE	<b>36,400.00</b>
YEAR	<b>2003</b>	MAKE	<b>FORD</b>			<b>3C871578</b>	REBATE	
MODEL OR SERIES	<b>F350 PICKUP</b>	BODY TYPE	<b>TK</b>				CASH SALE PRICE OF VEHICLE	
COLOR	<b>WHITE</b>	TRIM					ALLOWANCE FOR TRADE IN	<b>2,400.00</b>
M.V.I. OR SERIAL NO.	<b>1F7931302E</b>	MILEAGE	<b>4</b>				SUB TOTAL	<b>17,700.00</b>
TO BE DELIVERED ON OR ABOUT		YEAR	<b>2000</b>	MAKE	<b>FORD</b>	MILEAGE	SALES TAX	<b>756.00</b>
		MODEL	<b>F350 PICKUP</b>	BODY TYPE	<b>TK</b>	<b>21255</b>	TITLE	<b>22.50</b>
		COLOR	<b>BLK</b>	TAG #			REGISTRATION / TRANSFER FEE	<b>150.00</b>
EXPIRATION DATE OF TRANSFER TAG		STOCK NO.	<b>203001</b>				ENCUMBRANCE	<b>5.00</b>
M.V.I. OR SERIAL NO.	<b>1FT8X31R9YS</b>						TEMP TAG FEE (if app)	<b>19.00</b>
TITLE NO. OF TRADE-IN							MESSAGE FEE	<b>00.00</b>
BALANCE OWED TO							DOC FEE	<b>45.00</b>
ADDRESS							<b>30.00</b> ON-LINE FEE	<b>14.00</b>
CITY		STATE					TIRE TAX	<b>5.00</b>
							<b>14.00</b> ON-LINE REG FEE	<b>13079.30</b>
							BALANCE DUE	<b>16,279.30</b>
							PAYOFF AMOUNT	<b>29,140.50</b>
							TOTAL DUE	<b>29,140.50</b>
							ADDITIONAL PURCHASE @ DEL.	
							TAX ON ADDITIONAL PURCHASE	
							TOTAL	<b>29,140.50</b>
							DEPOSIT PAID	
							CASH DUE AT DELIVERY	
							CASH DUE BY	
							REQUESTED TO FINANCE	<b>29,140.50</b>
							CHANGE IN CASH DOWN	
							ACTUAL AMOUNT FINANCED	<b>29,140.50</b>

If you cancel this purchase agreement or refuse to take delivery of the vehicle, ordered, except as permitted by law, you shall, at our option, forfeit as damages

Purchaser hereby acknowledges to the above clause.

Customer's Signature

CREDIT SALE: IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED IN A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER FORM.

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY**

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR UNACCIDENTED. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO PURCHASER WITH SUCH VEHICLE OR CHASSIS AND HEREBY MADE A PART HEREOF AS INDICATED FULLY REFLECTS HEREIN. THE ONLY WARRANTY APPLICABLE TO SUCH NEW VEHICLE OR CHASSIS AND IS EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN THE WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE BUYER. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A REFUND OF THE CASH DOWN PAYMENT IF THE CONTRACT HAS BEEN ACCEPTED DUE TO THE PASSAGE OF A LAW OR REGULATION OF THE UNITED STATES OR THE COUNTRY OF ORIGIN OF THE VEHICLE, OR IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO A REVALUATION OF THE CURRENCY OF THE COUNTRY OF MANUFACTURE. HOWEVER, WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE-IN IF THE DEPRECIATION ESTABLISHED THAT THE VEHICLE HAS SUFFERED MECHANICAL, ELECTRICAL, OR MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY TO YOU. IF YOU HAVE BEEN ADVISED WITH PARTS OR ACCESSORIES OF SUPERIOR QUALITY, WE WILL REAPPRAISE THE VALUE OF A TRADE-IN. WE WILL REAPPRAISE THE VALUE OF A TRADE-IN IF YOU CAN PROVE THAT THE VEHICLE HAS SUFFERED MECHANICAL, ELECTRICAL, OR MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY TO YOU. IF YOU HAVE BEEN ADVISED WITH PARTS OR ACCESSORIES OF SUPERIOR QUALITY, WE WILL REAPPRAISE THE VALUE OF A TRADE-IN.

**PLAINTIFF'S  
EXHIBIT  
A**

DEALER'S AUTHORIZED SIGNATURE

[Signature]

DATE

01/13/83

DEALER'S SIGNATURE

01/13/83

PE04-070 1025

DETAILS FOR M...

RO No: 143018    Opened: 19MAY93    Closed: 25JUN93    Mileage: 1588

Line Code: C    Booker: 5204    Comeback: N

SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....  
5284 550 IMP M                          INSTALL NEW TAILGATE COVER BOLTS  
PARTS\$ 0.00 LABORS\$ 41.40 MISCS\$ 0.00

Line Code: D    Booker: 5834    Comeback: N

Complaint: N                          CUSTOMER STATES: VEHICLE STALLS AT TIMES WHEN GOING FROM REVER

Cause:  
SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....  
5284 550 CM CMV                          WE WERE UNABLE TO DUPLICATE YOUR CONCERN  
N AT THIS TIME WE HAVE ATTEMPTED TO ADD  
RESS YOUR CONCERN BY PERFORMING THE FOL  
LOWING OPERATIONS  
PARTS\$ 0.00 LABORS\$ 0.00 MISCS\$ 0.00

Line Code: E    Booker: 5834    Comeback: N

Complaint: N                          PERFORM RECALL 93B05

Cause: REPROGRAM PCM PRE RECALL 93B05

SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....

TRUCK STALLING WHEN  
SHIFTING FROM Drive to Reverse



RO No: 106811    Opened: 16JUL83    Closed: 16JUL83    Mileage: 2678  
PARTS\$ 0.00    LABOR\$ 14.26    MISC\$ 0.00

\*--- 4 of 6 - Dealer -----\*

RO No: 113016    Opened: 19MAY03    Closed: 25JUN03    Mileage: 1583

Line Code: A    Booker: 5634    Comeback: N

Complaint: N    CHECK FOR RECALL 03885/03886

Cause: REPLACE ICP SENSOR PER RECALL

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....				
6204	650	M94	038068		REPLACE ICP SENSOR				
					PARTS\$ 117.18	LABOR\$ 49.99	MISC\$ 0.00		

Line Code: B    Booker: 6204    Comeback: N

Complaint: N    CUSTOMER STATES: RIGHT SIDE TIEDOWN IN BED-BOLT CAME OUT

Cause:

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....				
5204	550	ZNP	N		INSTALL NEW BOLTS TO SECURE TIES IN BEDL LINER				
					PARTS\$ 0.00	LABOR\$ 41.40	MISC\$ 0.00		

Line Code: C    Booker: 5204    Comeback: N

Complaint: N    CUSTOMER STATES: MISSING BOLT FROM BEDLINER ON TAILGATE

Cause:

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....				
-------	-------	-------	-------------	---------	------------------	--	--	--	--

Press 8, 9, Return for next page, EST#, 7, or E to Exit:

RO No: 118883    Opened: 11NOV03    Closed: 12NOV03    Mileage: 4861

Line Code: A    Booker: 5397

Comeback: N

SA...	TECH.	TYPE.	OPCODE	CB-RO..	DESCRIPTION					
5397	148	IS	N		MECHANICAL TIME					
					PARTS\$	0.00	LABOR\$	0.00	MISC\$	0.00

Line Code: B    Booker: 5397

Comeback: N

Complaint: 89    CUSTOMER STATES @ 70 MPH THE VEHICLE WILL NOT ACCELERATE ANY

SA...	TECH.	TYPE.	OPCODE	CB-RO..	DESCRIPTION					
5397	148	IS	31		SEE LABOR OF A					
					PARTS\$	0.00	LABOR\$	0.00	MISC\$	0.00

\*--- 3 of 6 - Dealer -----\*

RO No: 185811    Opened: 18JUL03    Closed: 18JUL03    Mileage: 2678

Line Code: A    Booker: 5834

Comeback: N

Complaint: N    CUST STATES HOOD IS OUT OF ADJUSTMENT-BIGGER GAP ON ONE SIDE  
Cause: VERIFY HOOD MISALIGNED. REMOVE WIPER AND COMING A ND ANTENNA TO ACCESS H

SA...	TECH.	TYPE.	OPCODE	CB-RO..	DESCRIPTION					
708	13	WS4	18812A		HOOD ASSEMBLY / FRONT END ASSEMBLY - ALI IGN (18000/18812) - L					
					PARTS\$	0.00	LABOR\$	21.43	MISC\$	0.00
708	13	WS4	18813A		ANTENNA-RADIO - REPLACE (18813) - L					

Press B, SW, Return for next page, EGT#, 7, or E to Exit:

12676

113077

# FAULKNER FORD OF SOUDERTON "TO BE SURE"

3470 Bethlehem Pike  
SOUDERTON, PENNSYLVANIA 18984  
(215) 721-8100

INVOICE

PAGE 1

SCHWENKSVILLE, PA  
HOME: [REDACTED] BUS: [REDACTED]

SERVICE ADVISOR: 5107 AMV BARNDT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MERGE IN/OUT	TAG
WHITE	03	FORD F350 PICKUP	1F3XK31PX3F			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	FINC. DATE
11JAN2003			17:00 12JAN04			
OPTIONS: STK:3RB77678 DLR:01416-3				CASH		12JAN2004

19:39 12JAN04 14:58 12JAN04

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

CUSTOMER STATES THERE IS WATER LEAKING FROM THE FREEZE PLUG  
 CAUSE: PRESSURE TEST COOLING SYSTEM VERIFY THE RIGHT SIDE CYLINDER HEAD  
 LEAKING (NEEDS TO R&R MOTOR FOR REPAIR) CUSTOMER DECLINED.  
 6005D COOLING SYSTEM PRESSURE TEST DIAGNOSIS  
 - L  
 146 BRIAN RILEY TECH: 5146  
 R94

1 R\*0009\* COOL DYE  
 FC: L85 D8  
 PART#: 8005  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 5146  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

CUSTOMER STATES THERE IS AN OIL LEAK AT THE PASSAGE HEAD AND RIGI  
 HOISING IS [REDACTED]  
 CAUSE: PERFORM DYE TEST FOR OIL LEAK RIGHT SIDE CYLINDER HEAD  
 R&R ENGINE, CUSTOMER DECLINED  
 6007D ENGINE OIL LEAKY - DIAGNOSIS  
 146 BRIAN RILEY TECH: 5146  
 W94

1 R\*3705\* GAS DYE  
 FC: L45 D8  
 PART#: 8007  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 5146  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

The Ford Franchise System is the largest...  
 Ford Motor Company is a public company...  
 Ford Motor Company is a public company...

DESCRIPTION	TOTALS
AMOUNT	0.00
AMOUNT	0.00
M. LUBE	0.00
AMOUNT	0.00
CHARGES	0.00
CHARGES	0.00
CURANCE	0.00
TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

FOR EMERGENCY 24-HOUR TOWING  
CALL (215) 536 8700

\*--- 1 of 6 - Dealer -----\*

RD No: 113077 Opened: 12JAN84 Closed: 12JAN84 Mileage: 6494

Line Code: A Booker: 5397 Comeback: N

Complaint: 89 CUSTOMER STATES THERE IS WATER LEAKING FROM THE FREEZE PLUG

Cause: PRESSURE TEST COOLING SYSTEM VERIFY THE RIGHT SIDE CYLINDER HEAD LEAKING

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....	PARTS\$	LABOR\$	MISC\$	0.00	
5397	146	W84	8006D		COOLING SYSTEM PRESSURE TEST - DIAGNOSIS					
					S (8005) - L					
					PARTS\$	4.20	LABOR\$	14.28	MISC\$	0.00

Line Code: B Booker: 5397 Comeback: N

Complaint: 99 CUSTOMER STATES THERE IS AN OIL LEAK AT THE PASS SIDE HEAD AND

Cause: PERFORM DYE TEST FOR OIL LEAK, RIGHT SIDE CYLINDER HEAD, MUST R&R ENGINE,

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....	PARTS\$	LABOR\$	MISC\$	0.00	
5397	146	W84	8017D		ENGINE OIL LEAKS - DIAGNOSIS - L					
					PARTS\$	4.20	LABOR\$	35.71	MISC\$	0.00

\*--- 2 of 6 - Dealer -----\*

RD No: 110583 Opened: 11NOV83 Closed: 12NOV83 Mileage: 4981

Line Code: A Booker: 5397 Comeback: N

Complaint: CUSTOMER STATES CHECK FOR A HARD START IN THE MORNING ]

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....

Press S#, Return for next page, EST#, ?, or E to Exit:

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

██████████	)	Case No:
South Daytona, Florida	)	
██████████	)	
Plaintiff,	)	Judge:
	)	
- v.	)	
	)	
FORD MOTOR COMPANY	)	<u>COMPLAINT</u>
c/o CT Corporation System	)	
1300 E. 9 <sup>th</sup> Street, Suite 1010	)	(Jury Demand Endorsed Hereon)
Cleveland, Ohio 44114	)	
	)	
Defendant.	)	

Now comes Plaintiff, ██████████ by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, ██████████ is an adult individual citizen and legal resident of the State of Ohio, residing at ██████████ South Daytona, Florida ██████████
2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 1300 E. 9<sup>th</sup> Street, Suite 1010, Cleveland, Ohio 44114.
3. On or about March 3, 2003, Plaintiff purchased a 2003 Ford F-550 from Rich Ford Lincoln Mercury (904 Stryker Street; Archbold, Ohio 43502), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FDAF56P53E ██████████ (hereinafter the "vehicle").

4. The vehicle was purchased in the State of Ohio and is registered in Florida.
5. The price of the vehicle and/or the total of payments is approximately \$45,388.00.
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

**COUNT I**  
**OHIO LEMON LAW**

9. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
10. Section 1345.71 through Section 1345.77 of the Ohio Consumer Sales Practices Act is commonly known as, and will hereinafter be referred to as, the "Ohio Lemon Law."
11. Plaintiff is a "Consumer" as defined by R.C. § 1345.71(A).
12. Defendant is a "Manufacturer" as defined by R.C. § 1345.71(B).



13. Defendant provided an "Express Warranty" and a "Warranty" as defined by R.C. §1345.71 (C).
14. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Authorized Dealer(s)," as that term is used throughout R.C. § 1345.71 et seq.
15. Plaintiff reported one or more "nonconformities," as defined by R.C. § 1345.72 (B) and 1345.71(E), to the manufacturer, through its authorized dealer, within one year and eighteen thousand (18,000) miles of the date of delivery.
16. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
17. Plaintiff may satisfy one or more of the presumptions in Section 1345.73.
18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by R.C. §1345.77 (B) and rules promulgated thereunder.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT**

19. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
20. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
21. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).
22. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).
23. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6).
24. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
25. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310 (c).
26. Section 15 U.S.C. §2310 (d) (1) provides:  
  
Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....
27. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties, Plaintiff has and continues to suffer damages.

28. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.
29. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT III**  
**OHIO UNIFORM COMMERCIAL CODE**

30. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
31. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:
  - a. Express Warranty
  - b. Implied Warranty of Merchantability; and
  - c. Implied Warranty of Fitness for a Particular Purpose.

32. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
33. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
34. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.
35. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT IV**  
**IMPLIED WARRANTY IN TORT**

36. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

37. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:
  - a. Implied Warranty of Merchantability sounding in Tort; and
  - b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.
38. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.
39. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.
40. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

**COUNT V**  
**OHIO CONSUMER SALES PRACTICES ACT**

41. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
42. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."
43. Plaintiff is a "Person," as defined by R.C. § 1345.01 (B).
44. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C)& (B).
45. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

**UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY**

46. In connection with said transaction, Defendant committed unfair, deceptive and unconscionable acts and practices in violation of R.C. §1345.02 and R.C. §1345.03.

*Said acts and practices include, but are not limited to, the following:*

47. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.
48. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.
49. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.

50. Defendant's representation that the vehicle was fit for ordinary purposes, was untrue.
51. Defendant's representation that the vehicle was merchantable was untrue.
52. Defendant's violation of the Ohio Lemon Law constitutes an unfair, deceptive and/or unconscionable sales practice.
53. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE  
BY ATTORNEY GENERAL RULES

54. In connection with said transaction, Defendant committed acts and practices that have been declared to be unfair, deceptive or unconscionable by rules adopted pursuant to R.C. §1345.05(B)(2).
55. Said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. §1345.05(A)(3).

*Said acts and practices include, but are not limited to, the following:*

56. Defendant never disclosed any defects in connection with the sale of the vehicle, as required by O.A.C. 109:4-3-16 (B)(14).
57. Defendant may have violated the Motor Vehicle Repairs and Services Rule by failing to comply with all the requirements of O.A.C. § 109:4-4-05, 109:4-3-13 and R.C. 1345.74.
58. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNEFAIR, DECEPTIVE OR UNCONSCIONABLE  
BY OHIO COURTS

59. In connection with said transaction, Defendant committed acts and practices that have been declared violations of R.C. §1345.02 and/or R.C. §1345.03 by Courts of the State of Ohio.
60. Said acts and practices were committed after such court decisions were made available for public inspection pursuant to R.C. §1345.05(A)(3).

*Said acts and practices include, but are not limited to, the following:*

61. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.
62. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 332 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).
63. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).
64. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc.



No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).

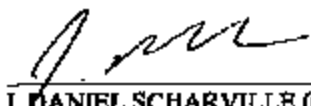
65. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages in excess of \$25,000.00 and/or the statutory minimum of \$200 for each additional unlawful act specified, over and above any treble damage award;
2. Costs, including expert witness fees and reasonable attorney's fees;
3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and
4. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

  
\_\_\_\_\_  
J. DANIEL SCHARVILLE (0071132)  
\$5 Public Square  
Suite 650  
Cleveland, Ohio 44113  
Ph.: (216) 621-6101  
Fax: (216) 621-6006  
Attorney for Plaintiff

**JURY TRIAL**

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs and the determination of which damages shall be trebled, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.

  
\_\_\_\_\_  
J. DANIEL SCHARVILLE (0071132)  
Attorney for Plaintiff

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ORIGINAL FILED IN FEB - 6 2004  
CLERK OF  
JEANNE HICKS  
Clerk Superior Court  
By NANCIE S. HOWARD  
Deputy

1 Marshall Meyers (020584)  
2 KROHN & MOSS, LTD.  
3 111 West Monroe, Suite 1124  
4 Phoenix, AZ 85003  
5 (602) 275-5588  
6 (928) 441-5287 (facsimile)  
7 Attorney for Plaintiff

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

[REDACTED]

) Case No.: CV 2004-1071  
)  
) **COMPLAINT -**  
) **BREACH OF**  
) **STATUTORY WARRANTIES**  
)  
)  
)  
)  
)

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

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

2. Plaintiff, [REDACTED] ("Consumer"), is an individual who was at all times relevant hereto residing in the State of Arizona.

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

4. On or about May 7, 2003, Consumer purchased a 2003 Ford Excursion ("Excursion") manufactured and supplied by Warrantor, Vehicle Identification No.

1 IFMSU43P93 [REDACTED] for \$ 70,289.39, inclusive of all collateral charges incurred at the time of  
2 purchase. See Retail Installment Contract, attached hereto as Exhibit "A."

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

8 6. On or about the aforementioned date, Consumer took possession of the Excursion  
9 and shortly thereafter experienced various defects and non-conformities within the same that  
10 diminish its value and/or substantially impair its use and value to Consumer. These defects  
11 include, but are not limited to a defective engine, persistent recalls, persistent stalling in flight  
12 conditions, and, any other complaints actually made, whether contained on Warrantor's invoices  
13 or not.  
14

15 7. Consumer provided Warrantor, through its authorized dealership network, a  
16 sufficient opportunity to repair the defects, non-conformities and conditions within the Excursion  
17  
18

19 8. Despite being given more than a reasonable number of attempts/reasonable  
20 opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so.  
21

22 9. Warrantor's failure to correct said defects violate Warrantor's statutory duty to  
23 Consumer and the expectations created by Warrantor's warranty.

24 10. Consumer avers that as a result of the ineffective repair attempts made by  
25 Warrantor through its authorized dealership network, the Excursion cannot be utilized as  
26 intended by Consumer at the time of acquisition and that the use and value of the Excursion has  
27 been diminished and/or substantially impaired to Consumer.  
28

1           11. Consumer relied on Warrantor's product advertisements, written, verbal,  
2 electronic and/or otherwise, regarding the length and duration of Warrantor's bumper to bumper  
3 warranty when deciding to purchase the subject vehicle.  
4

5           12. Consumer provided Warrantor written notification of the defects within the  
6 subject vehicle, an offer for a final opportunity to cure, and Consumer's demand for  
7 compensation on January 22, 2004. See Notice Letter, attached hereto as Exhibit "B."

8           13. Warrantor refused Consumer's demand for compensation and has refused to  
9 provide Consumer with the remedies to which Consumer is entitled.  
10

11           14. Consumer has been and will continue to be financially damaged due to  
12 Warrantor's failure to comply with Warrantor's statutory duty to Consumer and the provisions of  
13 its written and/or express warranty.

14           15. Consumer has met all obligations and preconditions as provided in Warrantor's  
15 warranty and by statute(s).  
16

17           16. As a direct and proximate result of Warrantor's failure to comply with its written  
18 warranty, Consumer has suffered damages and, in accordance with 15 U.S.C. §2310(d) and  
19 A.R.S. §44-1263, Consumer is entitled to bring suit for such damages and other legal and  
20 equitable relief.  
21

22           WHEREFORE, [REDACTED] prays for relief against Ford Motor Company in the  
23 form of a refund or replacement, an award of diminution in value damages, any equitable relief  
24 to which Plaintiff may be entitled, all attorney fees, expert fees and court costs incurred during  
25 the commencement and prosecution of this matter, and all other relief deemed just and  
26 appropriate by this Court.  
27  
28

1 Respectfully submitted this 2nd day of Feb, 2004.

2  
3  
4 By: \_\_\_\_\_

5 Marshall Meyers  
6 KROHN & MOSS, LTD.  
7 111 West Monroe St., Suite 1124  
8 Phoenix, AZ 85003  
9 (602) 275-5588  
10 Attorney #020584  
11 Attorney for Plaintiff  
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A

STOCK NO.	30537	MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT
Buyer(s)/Debtor(s):	TOWNSEND CONSTRUCTION INC	Seller/Creditor:
Address:		Address:

This is an agreement for the installment purchase of the vehicle described below. The vehicle is sold "as is" and the "As is" condition is not warranted. If the Seller has provided you with a "Warranty" or "Guarantee" for the vehicle, it is not part of this agreement. CONTRACT, PLEASE READ THIS CAREFULLY.

NEW OR USED	YEAR MAKE	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL / OR SERIES	VEHICLE ID #
NEW	2004	FORD	4	MINI VAN	F250	1F7UA39D838000000

Equipment:

Air Cond.  4 Sp. Trans.  5 Sp. Trans.  CD Player  Power Windows  Power Door Locks  Power Seats  Power Mirrors  Alloy Wheels

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

ANNUAL PERCENTAGE RATE	THE COST OF YOUR CREDIT AS A YEARLY RATE	Number of Payments	Amount of Payments	When Payments Are Due
8.99 %		60	2071.33	Monthly, Beginning 05/22/2004

FINANCIAL CHARGES	THE DOLLAR AMOUNT THE CREDITOR WILL CHARGE YOU	Amount of Credit Life Insurance	Amount of Disability Insurance	Amount of Credit Life and Disability Insurance	Amount of Joint Credit Life and Disability Insurance
	\$ 12858.97	\$ N/A	\$ N/A	\$ N/A	\$ N/A

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash price (incl. accessories) \$ 38458.00 + Sales Tax \$ 1884.97 = Total Cash Price \$ 40342.97 (1)

2. Payments made at your dealer's Public Official for Credit Fees:

(a) Registration Fee \$ 8.00 + (b) Title Fee \$ 4.00 + (c) License Fee \$ 7.00 + (d) Sales Tax \$ 720.95

(e) License Plate Fee \$ 5.00 + (f) Plate Fee \$ 1.00 + (g) Weight Fee \$ 1.00

Total \$ 738.95 (2)

3. Cash Sale Price (from item 1, 2 and 3) \$ 41081.92 (3)

4. Trade-In (2001 FORD EXED) \$ 25713.00 - 22826.65 = 2886.35 (4)

5. Total Down Payment (from 3 and 4) \$ 43968.27 (5)

6. Total Down Payment (includes manufacturer's rebate of \$ 2058.62 assigned to Seller) \$ 46026.89 (6)

7. Unpaid balance of Cash Sale Price (from item 5) \$ 51428.33 (7)

8. Payments made to others on your behalf:

(a) Amount paid to Insurance Company for Insurance Premiums:

(1) Credit Insurance Premiums \$ N/A + (2) Property Insurance Premiums \$ 0.00

Total \$ 0.00 (8a)

(b) Amount paid to TITLE & REG. for POSTAGE BOND \$ 1.50 (8b)

(c) Payments to Other (N/A) \$ 0.00 (8c)

Total Amount Paid to Others (8a + 8b + 8c) \$ 1.50 (8)

9. Amount Financed - Amount of credit you will get (from 7 plus item 8) \$ 51430.83 (9)

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

11. **EXEMPT INSURANCE:** You agree to keep the Vehicle insured for its full value against loss or damage with loss payable endorsement in our favor during its term any amount in excess of the actual cash value of the Vehicle. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US, if you purchase:

Collision (actual cash value) \$ N/A

Comprehensive (actual cash value) \$ N/A

Other (describe) \$ N/A



**B**

# *Krohn & Moss, Ltd.*

*Arizona Office  
111 West Monroe, Suite 1124  
Phoenix, AZ 85003  
www.krohnandmoss.com*

*Writer's Direct Number  
(602) 275-6688 ext. 6806  
Writer's Direct Facsimile  
(928) 441-6282  
Writer's Direct E-Mail  
mmoyers@crohnandmoss.com  
www.krohnandmoss.com*

*Licensed to Practice in Arizona*

*Also practicing in:  
California  
Florida  
Georgia  
Illinois  
Indiana  
Missouri  
Ohio  
Wisconsin*

 **COPY**

January 22, 2004

SENT VIA U.S. MAIL

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

Re:  v. Ford Motor Company  
Our Client:   
Your Client: Ford Motor Company  
Vehicle: 2003 Ford Excursion  
VIN: 1FMSU43P93E   
Our File Number: A04001410Z

Dear Sir/Madam:

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

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATIONS, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective Engine,
2. Persistent Recalls,
3. Persistent Stalling in Flight Conditions, and,
4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

 COPY

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

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. Rasier v. Murray, 491 So.2d 204.

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

Therefore you are hereby notified that my client is revoking acceptance of the vehicle. Please return all funds paid towards the vehicle, cancel all applicable contracts, and compensate my client for the damages sustained to date. This letter also constitutes prior direct written notification of the defects within my client's vehicle and of my client's intent to pursue a claim pursuant to A.R.S. 844-1261 et. seq. If you have "final opportunity rights" under A.R.S. 844-1264 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

January 22, 2004

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

If the seller or, if applicable the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any litigation, my client merely requests a refund for the defective product, plus payment of our attorney's fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Arizona Lemon Law. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely,  
 **COPY**  
Marshall Meyer  
Attorney at Law

MSM:ld  
Cc [REDACTED]

1 Marshall Meyers (020584)  
2 KROHN & MOSS, LTD.  
3 111 West Monroe, Suite 1124  
4 Phoenix, AZ 85003  
5 (602) 275-5588  
6 (928) 441-5282 (facsimile)  
7 Attorney for Plaintiff

ORIGINAL FILED THIS FEB - 6  
DAY OF \_\_\_\_\_  
JEANNE HICKS  
Clerk Superior Court  
By \_\_\_\_\_  
NANCY S. HOWARD

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

8 [REDACTED]  
9 Plaintiff,  
10 vs.  
11 FORD MOTOR COMPANY,  
12 Defendant.

) Case No.: CV 20040101  
)  
)  
)  
) CERTIFICATE OF COMPULSORY  
) ARBITRATION  
)  
)

The undersigned certifies that he or she knows dollar limits and any other limitations set forth by the local rules of practice for the applicable superior court, and further certifies that this case (is) / (is not) subject to compulsory arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

Submitted this 2nd day of Feb, 2004.

By: \_\_\_\_\_  


1 Marshall Meyers (020584)  
2 KROHN & MOSS, LTD.  
3 111 West Monroe, Suite 1124  
4 Phoenix, AZ 85003  
5 (602) 275-5588  
6 (928) 441-5282 (facsimile)  
7 Attorney for Plaintiff

ORIGINAL FILED THIS FEB - 6 5  
JAY OF  
JEANNE HICKS  
Clark Superior Court  
By NANETT DEWARD

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

Case No: CV 20040101  
Plaintiff,  
vs.  
JURY DEMAND  
FORD MOTOR COMPANY,  
Defendant.

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

RESPECTFULLY SUBMITTED on this 20<sup>th</sup> day of Feb, 2004.

By:   
Marshall Meyers  
KROHN & MOSS, LTD.  
111 W. Monroe, Ste. 1124  
Phoenix, AZ 85003  
(602) 275-5588  
Attorney No. 020584