

**RQ04-003**  
**FORD**

**8/26/2004**

**APPENDIX D, & F (F PART 1 OF 2)**

**PART 1 OF 3**

**RQ04-003**  
**FORD**

**8/26/2004**

**APPENDIX D**



#561330783

2003  
ATLANTA

An Action Details for Issue

Print

VIN: 2FMDA5148TB [REDACTED] Year: 1998 Model: WINSTAR Case: 561220703  
 Name: [REDACTED] Owner Status: Original WSD: 1995-12-30  
 Symptom Desc: SERVICE BRAKE INOP/EFFECT FRONT AND REAR Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED  
 Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 00472 JIM TIDWELL'S WORLD FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 135000 MI Comn Type: PHONE  
 Analyst Name: SHELLY STONE Analyst: SSTONE Action Date: Yes  
 Action Date: 03/11/2003 Action Time: 15:34:57.333

Caller Information if Different From Vehicle Owner:  
 First Name Middle Initial Last Name Day Phone Relationship

Comments: CUSTOMER SAYS: THERE WERE DEFECTIVE BRAKE LINES - WHILE DRIVING PUT FOOT ON BRAKES AND WAS UNABLE STOP - LUCKY I WAS IN A PARKING LOT AND DIDN'T HIT ANYTHING OR ANYONE - TOOK TO INDEPENDENT CLOSE BY AND THEY DIAGNOSED IT AS BRAKE LINE WAS CORRODED AND BROKE OPEN CAUSING THE BRAKES TO GIVE OUT - WAS REPAIRED AT INDEPENDENT AND CUST LOOKING FOR REIMBURSEMENT AS THIS WAS A DANGEROUS SITUATION - THERE IS A SAFETY RECALL 02S36 FOR NORTHERN STATES - IF THERE WAS SNOW AND ROAD WAS SALTED THIS WOULD CORRODE THE BRAKE LINING - CUST USED TO LIVE IN NORTHERN STATES WISCONSIN - AND DRIVES BACK TO WISCONSIN WITH THIS VEHICLE AND SAYS THAT IS WHY THE BRAKES FAILED. PER CUSTOMER, DEALER SAYS: JIM TIDWELL FORD INC 2206 BARRETT LAKES BOULEVARD KENNESAW, GA 30144 TEL: (770) 427-5531 CAC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT. CALL CUST AT [REDACTED] TO DISCUSS FURTHER. INFERENCE CASE ID: 5349

Data Element Name

Data Value

FIRE/ACCIDENT

A

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 00472 JIM TIDWELL'S WORLD FORD  
 Odometer: 135000 MI  
 Analyst Name: CELESTE JACKSON  
 Action Date: 03/12/2003

Comn Type: PHONE  
 Analyst: CJACKS84  
 Action Time: 15:31:55.612

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Date: Yes

Comments: NO COMMENTS AVAILABLE



Data Element Name

Data Value

CONTACT PERSON

[REDACTED]

Action: REDIRECT TO OTHER

Dealer: 00472 JIM TIDWELL'S WORLD FORD

Odometer: 135000 MI

Analyst Name: CELESTE JACKSON

Action Date: 03/12/2003

Comm Type: PHONE

Analyst: CJACKS84

Action Time: 15.38.00.665

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Date: No

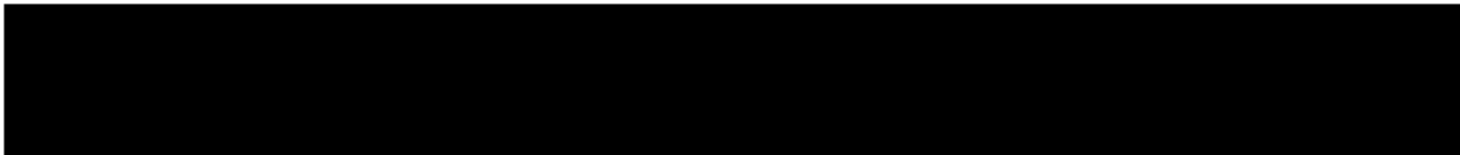
Comments: LPA COMMENTS: CUSTOMER ALLEGES THAT HIS BRAKE LINE WAS FOUND TO BE CORRODED BY AN INDEPENDENT FACILITY AFTER AN INCIDENT IN A PARKING LOT. ALLEGES THAT NO ACCIDENT OCCURRED, THERE WAS NO DAMAGE TO HIS VEHICLE, AND THERE WERE NO INJURIES. CUSTOMER FEELS THAT HIS VEHICLE WAS RELATED TO RECALL 02S36. LPA ADVISED CUSTOMER THAT HIS VEHICLE WAS NOT AFFECTED BY THAT RECALL AND ADVISED OF THE OPEN 01M08 RECALL FOR HIS VEHICLE. CUSTOMER ALLEGED THAT HE DID NOT RECEIVE THE RECALL NOTIFICATION. LPA REFERRED CUSTOMER TO HIS DEALERSHIP WITH HIS RECEIPT AND PROVIDED NHSTA 800#S. CUSTOMER SEEKING APPROXIMATELY \$28 REIMBURSEMENT FOR REPAIRS ALLEGEDLY MADE TO VEHICLE'S BRAKE LINE. NON LEGAL ISSUE.

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[REDACTED]

Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]  
Address: [REDACTED] GA [REDACTED]  
Country: USA Language: EN  
Cell Phone: Paper:  
Preferred Contact method: Fax:  
Preferred Contact Time: Email:



3/12/03

2001-06-20 10:00:00 AM

VIN: 2FMDA5146TB

No ESP information for this VIN

Recall Information

Number	Type	Description	Status	Date	Dealer Code
01M03	O	SPRINGS	RELEASED FOR MAILING	2001-06-20	F21005
96L12	L	PASS AIR BAG	FORCED COMPLETION	1998-01-22	AUTOC
96G39	S	PARK PAWL	COMPLETE	1997-02-19	00472
97S88	S	HOOD DELAMIN	COMPLETE	2001-08-21	00472
98S17	S	BRK FLD LABL	FORCED COMPLETION	2000-04-12	AUTOC

3/12/03

## Vehicle Information Report

**GENERAL VEHICLE INFORMATION:**

**(Related Claims)**

VIN: 2FMDA3146TB	Veh Line: T/A3 - WINDSTAR (WINDSTAR126) (85-03)	Eng Serial No: L
Model Year: 1996	Market Derivat: * - [N/A]	Body Shell: *
Veh Type: T	Drive Code: T/A - 2 WHL L/H FRONT DRIVE	Engine: T/LM - 3.8L OHV EFI NA V6 GAS
Inv. Dealer: 00472	Body Cab Style: T/WB - EXTENDED WAGON	Transmission: T/DT - 4 SPD AUTO TRANS NA40 AX45
	Variant/Serial: * - [N/A]	

**BUILD INFORMATION:**

Region: NA - #00000000 Plant: AS - OAKVILLE PLANT BUILD  
 Country: CAN - #00000000 Prod Date: 07-SEP-1995

**SALE INFORMATION:**

Region: NA - #00000000 Selling Dealer: 121023 - \*  
 Country: USA - #00000000 Selling Dtr St/Prov: GA  
 Buyer St/Prov: GA

Arrival Date: 18-SEP-1995 Red Carpet Lease: \*  
 Sale Date: 30-DEC-1995 Fleet/Lease/Co. Lease: R  
 Warranty Start Date: 30-DEC-1995 Modified Vehicle: \*  
 Orig Warranty Date: 30-DEC-1995 Recaptured Vehicle: \* Vehicle Export Flag: N

**VOC/EOC:**

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----

ASSTBNS7702124 7PM 001 12158AB PD Et 4L14 75 8 1 W93 9 201 23023 G3 CM W93 4 0 3 4

2FMDL3 4F25 94L6A R 61

**INSTALLED OPTION INFORMATION:**

Air Conditioning: T/D - HIGH OUTPUT AIR CONDITIONER	GVW Code:
Alternator Amp Rating: JH	GVW Class Code: D
Audio Data: * - [N/A]	Transmission: * - [N/A]
Asie Rate: * - [N/A]	Mirror(Driver Side): AD - DRIVER POWER MIRROR



3/12/03



Asic Type:	* - [N/A]	Mirror(Passr Side):	AD - PASS POWER CONVEX MIRROR
Battery Amp Rating:	HB	Paint:	FNEDS - MED SCARLET
Brake Code:	* - [N/A]	Power Assn:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	AG - ELECTR AMP/INSTROCK/STECLOCK
Calibration Code:	6G2/R00A	Sound System:	* - [N/A]
Color(Accent):	* - [N/A]	Steer Tension Asst:	
Color(Trim):	000DA -	Tire Brand:	CH - GOODYEAR/BCHLIN
Delivery Type:	0	Tire Size:	DGGE - P215/70R15 BSW - STYLE 1
Delivery Code:	D	Traction Control:	* - [N/A]
Front Bush:	* - [N/A]	Wheel Base:	
Rear Type:	* - [N/A]		

**TIRE DOT INFORMATION:**

LJ: \* RP \*

LR: \* RH \*

LI: \* RL \*

SPACE: \*

**ESP INFORMATION: EMISSIONS INFORMATION:**

ESP Code:	* Emission Code:	T/B - T/B
ESP Coverage(Miles):	* Emission Cert Type:	F
ESP Coverage(Time):	* Emission Dept Suffix:	PDS
ESP Plan Year:	* Engine Family:	TFM342GPEK
ESP Signature Date:		

### Standard Claims List For Model Year 1996

VIN	VEH LINE	MKT DERIV	BODY CAB	VEH SERIES	DRIVE TYPE	FLT CD	TRX CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELT CNT	T19	WCC	CPSC_6	PREF	BASE	SUPP	CCC	CD	DISC (MDes)		
	T/AJ	*	T/WB	*	T/A	AS	T/DY	T/LM	07-SEP-1995	30-DEC-1995	121023	USA	14	*	*	*	*	*	*	*	34172		
AWS Claim Key:		618292	Trx Code:		9839	Labor Hrs:		1															
Dir Cl-Sub Cd:		00472-A	Name:		JIM TIDWELL'S WORLD FORD	Ph:		770-4275531	St:		GA	City Cd:		USA	Reg Cd:		NA	Reg Date:		15-FEB-1997	Disc #:		08297351
Cust Comments:		9839																					
Tech Comments:		A99 - REPLACE																					
	T/AJ	*	T/WB	*	T/A	AS	T/DY	T/LM	07-SEP-1995	30-DEC-1995	121023	USA	14	5752	010302	*	624622	*	R06	D1	34172		
AWS Claim Key:		618294	Trx Code:		EM	Labor Hrs:		11															
Dir Cl-Sub Cd:		00472-A	Name:		JIM TIDWELL'S WORLD FORD	Ph:		770-4275531	St:		GA	City Cd:		USA	Reg Cd:		NA	Reg Date:		15-FEB-1997	Disc #:		08297352
Cust Comments:		BLINDING SIDE DOOR HAS AIR WATER LEAK AT TOP OF DOOR																					
Tech Comments:		26 DOOR AND WINDOW WIND NOISE-WATER LEAKS - DIAGNOSIS																					
	T/AJ	*	T/WB	*	T/A	AS	T/DY	T/LM	07-SEP-1995	30-DEC-1995	121023	USA	14	5802	060602	P58Z	278D	A	N04	42	34172		
AWS Claim Key:		618295	Trx Code:		EM	Labor Hrs:		8															
Dir Cl-Sub Cd:		00472-A	Name:		JIM TIDWELL'S WORLD FORD	Ph:		770-4275531	St:		GA	City Cd:		USA	Reg Cd:		NA	Reg Date:		15-FEB-1997	Disc #:		08297353
Cust Comments:		PARKING BRAKE HANKS IN THE UP POSITION AT TIMES																					
Tech Comments:		PARKING BRAKE BINDING AT TIMES, PARKING BRAKE CONTROL - REPLACE																					
	T/AJ	*	T/WB	*	T/A	AS	T/DY	T/LM	07-SEP-1995	30-DEC-1995	121023	USA	69	*	*	*	*	*	*	*	122930		
AWS Claim Key:		210971E	Trx Code:		9758E	Labor Hrs:		4															
Dir Cl-Sub Cd:		00472-A	Name:		JIM TIDWELL'S WORLD FORD	Ph:		770-4275531	St:		GA	City Cd:		USA	Reg Cd:		NA	Reg Date:		21-APR-2001	Disc #:		08441951

## Dealer Information

<b>FCSD Region</b>	<b>Sales Region</b>	<b>Sales Zone</b>	<b>Market</b>	<b>P&amp;A Code</b>	<b>Sales Code</b>
21-ATLANTA	21-ATLANTA	B	B1	00472	F21023

**Dealer Name:** JIM TIDWELL'S WORLD FORD  
**Dealer Address:** 2205 BARRETT LAKES BOULEVARD  
 KENNESAW GA 30144  
**Dealer Main Phone:** 770-427-5531

**Dealer Service Phone:** 770-427-5531

Position	Employee Name
CUST RELATIONS MGR	DANA CUDIA
DEALER/PARTNER	JIM TIDWELL
GENERAL MANAGER	JAMES E BOSTWICK, JR.
PARTS MANAGER	CHARLES HUNT
PARTS & SERVICE DIRECTOR	DOUGLAS W DUBUC
SALES MANAGER	DAVID K COOK
SERVICE MANAGER	JOHN WEBB

**Service Hours** 7:30 AM - 6:30 PM M-F FAX 770-427-2526  
**Directions**  
**Trained** Y  
**Additional Information** TIGON 206-8004



Ford Motor Company  
P.O. Box 1804  
Dearborn, Michigan 48121  
1-800-392-3673  
www.ownerconnection.com

01M03 - 1995-1998 Owners

June 2003

Your Vehicle Identification Number: 12345678901234567

Mr. John Sample  
123 Main Street  
Anywhere, USA 12345

Ford Motor Company is providing additional warranty coverage to owners of certain 1995 through 1998 model year Windstar vehicles. This additional coverage is for the front coil springs.

**Reason For This Additional Coverage Program ...**

The front coil springs on your vehicle could potentially fracture due to corrosion. This is most likely to occur on vehicles operated for an extended period of time in high corrosion areas (where salt is used on the roadways in the winter). Only a small percentage of the springs in the affected vehicles are expected to experience a fracture.

**What Ford Motor Company and your dealer will do ...**

Effective immediately, Ford is providing additional warranty coverage for front spring replacement. This additional coverage program will be in effect for 10 years from vehicle warranty start date, regardless of mileage. This coverage is automatically transferred to subsequent owners at no charge.

This coverage exceeds the provisions of the original warranty coverage for your vehicle.

**How long will the repair take ...**

In the event that you need to take advantage of this extended coverage on the front springs, the time needed for this repair is approximately one half day. However, due to service scheduling issues your dealer may need your vehicle for a longer period of time.

**What we are asking you to do ...**

**PLEASE KEEP THIS LETTER AS A REMINDER.** If either of the front coil springs on your vehicle should fracture during the extended warranty coverage period, contact your dealer. At no charge to you, the dealer will replace both front coil springs.

When you bring your vehicle in, show the dealer this letter. If you misplace this letter, your dealer will still do the work, free of charge.

**If you've already paid for this service ...**

If you paid to have this service done before the date of this letter, Ford Motor Company is offering a refund. For the refund, please give your paid original receipt to your dealer. To avoid delays, do not send receipts to Ford Motor Company.

**If you've changed address or sold the vehicle ...**

Please fill out the enclosed prepaid postcard and mail it to us so we can update our records. If you have sold the vehicle, the information you provide on the postcard will be used to notify the new owner about this additional coverage program.

**If you have concerns ...**

If you have trouble getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance. If you still have concerns, please contact the Ford Motor Company Customer Relationship Center and one of our representatives will be happy to assist you:

CALL: (866) 436-7332  
(800) 232-2952 (TDD for the hearing impaired)

Office Hours (Eastern Time Zone)  
Monday- Friday: 8AM - 11PM  
Saturday: 9AM - 6PM

or you may contact us through the Internet at:  
[www.ownerconnection.com](http://www.ownerconnection.com)

If you are still having trouble getting your vehicle repaired and without charge, you may write to the Administrator, National Highway Traffic Safety Administration, 400 Seventh Street S. W., Washington, D. C. 20590 or call the toll free Auto Safety Hotline at 1-888-327-4236 or 1-800-424-6393



**Quality Care service is there for you all year round**

Quality Care is the commitment of Ford Motor Company and its dealerships to provide you with a superior service and ownership experience. We stand committed with our Ford and Lincoln Mercury dealers to assist you with all of your automotive service needs. With our nationwide dealer network, we're here to ensure you receive Quality Care service so that your vehicle maintains peak performance throughout your ownership experience.

We pride ourselves on becoming the world's leading consumer company for automotive products and services. Thank you for your attention to this important matter and remember to save this letter just in case you need to take advantage of this additional coverage program.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann O'Neill".

**Ann O'Neill  
Director  
Vehicle Service and Programs**

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Published By: Recall/Service Programs Department  
Ford Customer Service Division

USCMLJ0

NOTIFICATION RECEIPT HISTORY

03/12/04 15:18:46

==>

ENTER CAMPAIGN NBR ==> 01M03 VIN ==> 2FMDA5146T[REDACTED]

DEFECT : SPRINGS BODY STYLE DESC: WAGON STDLN 4X2

RESP DEALER : 121005 BEGINNING MAILED DATE: 01-08-06 YY-MM-DD

RELEASE DESC : NEW ISSUE TOTAL ENDING MAILED DATE : 01-09-14 YY-MM-DD

CAMPAIGN DIV : 6 FLEET CODE: FLEET MGMT LOC CODE:

LAST NAME : [REDACTED] INITIALS: [REDACTED]

STREET ADDR1 : [REDACTED]

ADDR2 : [REDACTED] ST/PRV: GA

CITY : MARIETTA CTRY:

ZIP/POSTAL CODE: [REDACTED] N-A SOURCE: P N-A EFF DATE: 99-12-14 YY-MM-DD

\*\*\*\*\*

RESP DEALER : . BEGINNING MAILED DATE: YY-MM-DD

RELEASE DESC : ENDING MAILED DATE : YY-MM-DD

CAMPAIGN DIV : FLEET CODE: FLEET MGMT LOC CODE:

LAST NAME : INITIALS:

STREET ADDR1 :

ADDR2 : ST/PRV:

CITY :

ZIP/POSTAL CODE: N-A SOURCE: N-A EFF DATE: YY-MM-DD

F1=INQUIRY F3=EXIT F4=QUIT F5=G150 F7=FIRST PAGE F8=NEXT PAGE F9=G140

1048-LAST PAGE LPRELCJ



2003

053180693 CINCINNATI

**Oxford** NO. 152 1/3 OFA  
OXFORD UNIVERSITY PRESS

*Ford Motor Company*

Consumer Affairs

Sent Via U.S. Mail

March 12, 2003

[REDACTED]  
Bethel, OH [REDACTED]

RE: 1996 Windstar  
VIN: 2FMDA514XTE [REDACTED]

Thank you for contacting us regarding your 1996 Windstar.

We sincerely regret the circumstances you described. However, a situation such as this is normally handled by your insurance carrier. We suggest that you follow the direction of your insurance carrier, which has the right to file a subrogation claim against Ford Motor Company if it chooses to pursue the matter.

We appreciate the opportunity to review your request.

Sincerely,

Lakesia Turner  
Consumer Affairs





Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]  
Address: [REDACTED] BETHEL OH [REDACTED]  
Country: USA Language: EN  
Cell Phone: [REDACTED] Pager: [REDACTED]  
Preferred Contact method: [REDACTED] Fac: [REDACTED]  
Preferred Contact Time: [REDACTED] Email: [REDACTED]



VIN  
1FMCU03171K [REDACTED]  
2FMDA514XTE [REDACTED]

Year Model  
2001 ESCAPE  
No Open Issues  
1996 WINDSTAR  
Open Issues Excl

Vehicle List  
Sale Type  
X PLAN RTL  
INDIVIDUAL RTL

Owner Status  
Original Owner  
Subsequent Owner

Vehicle Info  
Costs  
Warranty History  
Oasis  
Warranty History



VEHICLE DETAIL

VIN: 1FMCU0317K [REDACTED] Engine: MOD 3.0L DOHC EFI NA V8 G\*NAAO  
 Make: FORD Transmission: 4 SPD AUTO TRANS NAAO CD4E A  
 Model: ESCAPE Paint Code/Color: MEDIUM WEDGEWOOD C/C  
 Year: 2001 Calibration: DM11A30A  
 Pay Load: Max Towing Weight:  
 GVWR: 0000 Axle Ratio:  
 WheelBase: 103 Warranty Start Date: 7/20/2001  
 GCWR: Vehicle Build Date: 8/18/2001  
 PEP Code:

Selling Dealers Name: JOHN NOLAN FORD INC  
 Selling Dealers P & A Code: 01954 Selling Dealers Sales Code: F47009  
 Selling Dealers Main Phone: 513-631-2000 Selling Dealers Service Phone: 513-631-8833

Vehicle Order Image

1 2 3 4 5 6 7 8 9 10 1 2 3 4 5 6 7 8 9 20 1 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40 1 2 3 4 5 6 7 8 9 50  
 U031KC3623 910937P H 2 24E6003 GE E N 498 83  
 1 2 3 4 5 6 7 8 9 60 1 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80 1 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100  
 N 3 285 5 4S3A2N 4 7A009 2 LD A M23 84 3 2 11  
 1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150  
 FMC7 1 9 14OH E  
 1 2 3 4 5 6 7 8 9 160



Update This Information In Stars

FCSD Region	Sales Region	Sales Zone	Market	P&A Code	Sales Code
47-CINCINNATI	47-CINCINNATI	A	B2	01998	F47451

Dealer Name: MT CRAB FORD-MERCURY INC  
 Dealer Address: 480 WEST MAIN STREET  
 MT CRAB OH 45154  
 Dealer Main Phone: 513-721-4464

Dealer Service Phone: 513-721-4464

Position	Employee Name
DEALER/PARTNER	RALPH GABBARD
GENERAL MANAGER	GERALD GABBARD
PARTS MANAGER	DAVE MC MILLION
SERVICE MANAGER	BILL HUGHES

Year: 1996 Model: WINDSTAR WSD: 1996-11-30  
 VIN: 2FMDA514XT[REDACTED]  
 Name: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]  
 Address: [REDACTED] OH [REDACTED]

Case Number: 531880693 Issue Type: 07-LEGAL  
 Reason: LEGAL - ACCIDENT / FIRE  
 Symptom: SERVICE BRAKE INOP/INEFFECTIVE  
 Dealer: F47451 - MT ORAB FORD-ME

Comm Type: MAIL Current Odometer Reading: 80000 MI  
 Action Category: DENY ASSISTANCE Odometer Reading: 80000 MI  
 Action: DENY ASSISTANCE - REFER TO INSURANCE CARRIER(C)

Caller information if different from vehicle owner

First Name: [REDACTED]  
 Middle Initial: [REDACTED]  
 Last Name: [REDACTED]  
 Relationship: Select One [REDACTED]  
 Phone: [REDACTED]

Comments: [REDACTED] is denying customer's request for assistance. customer's vehicle is outside of all warranty parameters. customer does not have any open recalls or issues pertaining to the concern that the customer reported to. It advised the customer to contact their insurance company and explained subrogation. [REDACTED]

Warranty History      ESP/Recall      Cash

[REDACTED]

[REDACTED]

## Action Detail

VIN: [REDACTED] Year: 1998 Model: WINDSTAR Case: 531850693  
 Name: [REDACTED] Owner Status: Subsequent WSD: 1998-11-30  
 Symptom Desc: SERVICE BRAKE INOP/INEFFECTIVE Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: OPEN Dealer: MT CRAB FORD-MERCURY INC  
 Origin Desc: US CONCERN CASE BASE P & A Code: 01998  
 Action Desc: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Odometer: 60000 MI Costum Type: PHONE  
 Action Date: 03/10/2003 Action Time: 14:30:29:833 Action Date: Yes  
 Analyst Name: Analyst: MMCNEIL

## Callor Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]		[REDACTED]	[REDACTED]	SPOUSE

COMMENTS: CUSTOMER SAYS: CUST CLLD RE ACCIDENT THAT OCCURED ONN FEB 25TH. CAUSE BRAKES STOPPED. WAS  
 ADV THAT THERE WAS A RECALL IN REFE -ACCIDENT OCCURED FEB 25 - CUST WAS COMING OUT OF SUB DIVISION ON  
 THE WAY TO STOP /A NEIGHBOUR CUT HER OFF. SLAMMED ON BRAKES. THERE WERE INOPERATIVE. AND SMOKE WAS  
 EVERYWHERE AND RAKE FLUID WAS ALSO LEAKING. LOTS OF PUDDLES EVERY WHERE. /VEH THEN COULD GO  
 BACKWARDS NOT FORDS/ -POLICE REPORT WAS FILED/ NEIGHBOUR AT FAULT BECAUSE OF IMPROPER TURN - POLICE  
 REPORT # NOT AVAILABLE/ COUNTY FILED IN WAS CLERMONT -CLAIM WAS FILED WITH INSURANCE COMPANY -PENDING  
 REPAIR FACILITY SAID THE BRAKE LINES WERE COMPLETELY RUSTED THROUGH/ THE BREAK PADS WERE FINE INSURANCE  
 COMPANY ADV FORD PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR  
 CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE  
 NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT. ADV CUST VEH NOT INVOLVED IN BRAKE LINE RECALL  
 REFERENCE CASE ID: 5348

VIN: 2FMDA514XT

Contract: 1 Df

Status: Expire

ESP Purchase Details

Purchaser: KENNETH INGOGLIA

Expiration Date: 2001-11-30

Plan Type: USA 1997 NEW 60/60,000  
EXTRACARE

Plan Year:  
1997

Expiration Miles: 60,000

Selling Dealer: THE ROBKE FORD  
COMPANY

Rental: 25

Deductible: 50

Towing Allowance:  
50

Purchase Type: N

Options:

ESP Cancellation Details

Cancel Date:

Process Date:

Refund Percent:

Dealer Received Date:

Dealer Credited:

Recall Information

		Campaign		Status	Dealer Code
Number	Type	Description	Status	Date	
01M03	O	SPRINGS	RELEASED FOR MAILING	2001-06-20	F47010
96L12	L	PASS AIR BAG	FORCED COMPLETION	1998-01-22	AUTOC
99S17	S	BRK FLD LABL	FORCED COMPLETION	2000-04-12	AUTOC

## Vehicle Information Report

**GENERAL VEHICLE INFORMATION:**

**(Related Claims)**

VEIN: 2FMDA314XTE [REDACTED]	Valt Line: T/A3 - WINDSTAR (WINDSTAR125) [95-03]	Eng Serial No: L
Model Year: 1996	Market District: * - [N/A]	Body Style: *
Vel Type: T	Drive Code: T/A - 2 WHL L/R FRONT DRIVE	Engine: T/LM - 3.0L OHV EPT NA V6 GAS
Inv. Dealer: 01824	Body Cab Style: T/WB - EXTENDED WAGON	Transmission: T/DY - 4 SPD AUTO TRANS NAAD AX4S
	Version/Serial: * - [N/A]	

**BUILD INFORMATION:**

Region: NA - #\*\*\*\*\* Plant: AS - OAKVILLE PLANT BUILD  
 Country: CAN - #\*\*\*\*\* Prod Date: 16-AUG-1996

**SALE INFORMATION:**

Region: NA - #\*\*\*\*\* Selling Dealer: 147019 - \*  
 Country: USA - #\*\*\*\*\* Selling Div/Prov: KY  
 Buyer Div/Prov: KY

Arrival Date: 05-SEP-1996 Red Carpet Lease: \*  
 Sale Date: 10-NOV-1996 Fleet/Retail/Co. Lease: R  
 Warranty Start Date: 10-NOV-1996 Modified Vehicle: \*  
 Orig Warranty Date: 10-NOV-1996 Reacquired Vehicle: \* Vehicle Export Flag: N

**VOC/EOC:**

```

-----1-----2-----3-----4-----5-----6-----7-----
MS179041184121 7P 2R2 12M2100 20 R 4215M27 2 3 102 20 47AD10 02 7875 853 15 4

2FMD03 M 472A 4LRY N Y 61
    
```

**INSTALLED OPTION INFORMATION:**

Air Conditioning: T/D - HIGH OUTPUT AIR CONDITIONER	GVW Code:
Alternator Amp Rating: 80	GVW Class Code: D
Audio Blac: * - [N/A]	Instrumentation: * - [N/A]
Auto Brake: * - [N/A]	Mirror(Driver Side): AD - DRIVER POWER MIRROR
Auto Type: * - [N/A]	Mirror(Pass Side): AD - PASS POWER CONVEX MIRROR



Battery Amp Rating:	MD	Paint:	FMPEC - PACIFIC GREEN CC
Brake Code:	* - [N/A]	Power Windows:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radar:	AQ - ELETN AN/PM/STRONCST/CLOCK
Calibration Code:	662/R11A	Sound System:	* - [N/A]
Color(Account):	FNZLF - SILVER FROST CC	Steer Traction Axle:	
Color(Tire):	000YD -	Tire Brand:	A1 - MICHELIN - RECYCLABLE
Delivery Type:	A	Tire Size:	D3GQ - P205/70R15 BSW
Driver's Seat Code:	D	Traction Control:	* - [N/A]
Frost Seat:	* - [N/A]	Wheel Base:	
Fuel Type:	* - [N/A]		

**TIRE DOT INFORMATION:**

L1:	*	RF:	*
L2:	*	RR:	*
L3:	*	RI:	*
SPARE:	*		

**ESP INFORMATION: EMISSIONS INFORMATION:**

ESP Code:	F	Emission Code:	T/B - T/B
ESP Coverage(Miles):	050	Emission Cert Type:	F
ESP Coverage(Time):	050	Emission Dept/State:	PPS
ESP Plan Year:	1997	Engine Family:	TFM02240PEK
ESP Signature Date:	30-NOV-1996		

### Standard Claims List For Model Year 1996

VIN	VBI LINE	MKT DEPT	BODY CAB	YER SERIES	DRIVE TYPE	PLT CD	TR3 CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SUPP OCC	CD	DST (4/88)			
			T/A3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	0	6P07	010302	*	1624622	*	028	12	60
AWS Claim Key:		471730	Trx Code:		1	Labor Hrs:		3															
Dir Cd-Sub Cd:		01924*	Name:		THE ROBKE FORD COMPANY	Ph:		859-4313673	St:		KY	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		25-OCT-1996	Doc #:		02983601
			T/A3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	0	6J08	020101	*	1622600	*	L15	01	60
AWS Claim Key:		421190	Trx Code:		1	Labor Hrs:		2															
Dir Cd-Sub Cd:		01924*	Name:		THE ROBKE FORD COMPANY	Ph:		859-4313673	St:		KY	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		25-OCT-1996	Doc #:		02983602
Tech Comments:		REPLACE MISSING CLIP FOR DOOR HANDLE																					
			T/A3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	3	10E2	030001	566Z	ES01	A	A99	08	3801
AWS Claim Key:		441660	Trx Code:		1	Labor Hrs:		2.5															
Dir Cd-Sub Cd:		01924*	Name:		THE ROBKE FORD COMPANY	Ph:		859-4313673	St:		KY	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		07-FEB-1997	Doc #:		03099701
Tech Comments:		CHECK WATER PUMP SHAPT LOOSE FULLEY WOBLES REPLACE WATER PUMP																					
			T/A3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	3	7V01	180101	*	12A581	*	A99	43	3801
AWS Claim Key:		5094127	Trx Code:		607	Labor Hrs:		3															
Dir Cd-Sub Cd:		01924*	Name:		THE ROBKE FORD COMPANY	Ph:		859-4313673	St:		KY	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		07-FEB-1997	Doc #:		03099702
Tech Comments:																							
AWS Claim Key:		520125	Trx Code:		1	Labor Hrs:		3															
Dir Cd-Sub Cd:		01924*	Name:		THE ROBKE FORD COMPANY	Ph:		859-4313673	St:		KY	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		07-FEB-1997	Doc #:		03099703
Tech Comments:		SECURE PANEL INSTALL CLIPS																					
			T/A3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	3	8C04	010506	*	1627411	*	B45	81	3801
AWS Claim Key:		626122	Trx Code:		1	Labor Hrs:		3															

Dir Cd-Sub Cd:	01924*	Name:	THE ROBKE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	07-FEB-1997	Doc #:	03099801
1997 FORD TIA3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA 3	7V01 180101		14280	DOZ 12 3824
AWS Claim Key:	523377	Trx Code:	807	Label Binc:	3										
Dir Cd-Sub Cd:	01924*	Name:	THE ROBKE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	10-FEB-1997	Doc #:	0137
Tech Comments:	DIAGNOSE NO START CHANGE BATTERY CHECK CHARGING SYSTEM ONLY BATTERY VOLTAGE NO AMPERAGE OR VOLTAGE AT REGULATOR CHECK FOUND CONNECTOR OUT OF BLOCK REINSTALL CONNECTOR AND RETEST OK NECESSARY TO REMOVE FUSE PANEL. DIFFERENT CAUSAL PART THAT REPAIR.														
1997 FORD TIA3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA 7	5H11 010501	F5BZ 16132AD6 A	802 07 8418	
AWS Claim Key:	787526	Trx Code:	1	Label Binc:	3										
Dir Cd-Sub Cd:	01924*	Name:	THE ROBKE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	30-MAY-1997	Doc #:	00057002
Tech Comments:	CHECK FOR SLIDING DOOR RUBBING STOP PLATE SEE DIALS DOOR OUT OF ALIGN SCRAPED SCUFF PLATE INSTALLED SLIDE DOOR TRIM PLATE ADJ. SLIDING DOOR														
1997 FORD TIA3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA 7	6L11 010501	16045AJ6	T30 12 8418	
AWS Claim Key:	787525	Trx Code:	1	Label Binc:	2										
Dir Cd-Sub Cd:	01924*	Name:	THE ROBKE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	30-MAY-1997	Doc #:	00057003
Tech Comments:	CUP HOLDER WOP. LOOSE FIT CUP HOLDER CAME APART REPAIRED CUP HOLDER ASSEMBLY RAK CUP HOLDER														
1997 FORD TIA3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA 7	7086 000613	NPP	CD9 N1 8418	
AWS Claim Key:	787524	Trx Code:	1	Label Binc:	3										
Dir Cd-Sub Cd:	01924*	Name:	THE ROBKE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	30-MAY-1997	Doc #:	00037004
Tech Comments:	CHECK AC MAKING KNOCKING NOISE WHEN DRIVING TEST DROWN CHECKED AC PRESSURES USED CHASSIS BARS NO CRUSAL NOISE HEARD AT THIS TIME NPP														
1997 FORD TIA3		T/WB		T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA 9	7V01 180101		12A381	529 42 14372
AWS Claim Key:	182109	Trx Code:	807	Label Binc:	24										
Dir Cd-Sub Cd:	01924*	Name:	THE ROBKE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	05-AUG-1997	Doc #:	000195003
Tech Comments:	CHECK FOR ENGINE LIGHT FLASHING WHILE DRIVING POOR CONNECTION C143 BARN T3A1T RAN BBS SERVICE TEST SBOS TEST TRACE & REPAIR CONNECTION RETEST OK														

3/12/03

T/A3	T/WB	T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	9	0A01	010301	1603398	753	33	14372		
<b>AWS Claim Key:</b>	8121052	T/A Code	EA	Labor Hrs	2													
<b>Dir Cl-Sub Cl:</b>	01924	Name:	THE ROBKE FORD COMPANY		Ph:	859-4313673	St:	KY	City Cl:	USA	Reg Cl:	NA	Repr Date:	05-AUG-1997	Doc #:	00198204		
<b>Cost Comments:</b>	INTER MOLDING AROUND WINDSHIELD PULLING LOOSE																	
<b>Tech Comments:</b>	REINSTALL MLDG RE ATTACHED MOLDING AS NEEDED																	
T/A3	T/WB	T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	0	5V01	080301	1102	N27	14	14372		
<b>AWS Claim Key:</b>	8121056	T/A Code	EA	Labor Hrs	1.0													
<b>Dir Cl-Sub Cl:</b>	01924	Name:	THE ROBKE FORD COMPANY		Ph:	859-4313673	St:	KY	City Cl:	USA	Reg Cl:	NA	Repr Date:	05-AUG-1997	Doc #:	00198205		
<b>Cost Comments:</b>	CHECK FOR VIBRATION IN STEERING WHEN BRAKING/SEE DALE																	
<b>Tech Comments:</b>	ROTORS OUT OF ROUND TEST DROVE MACHINED ROTORS AS NEEDED																	
T/A3	T/WB	T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	9	7D07	1702XX	C2AZ	13466	C	L25	46	14372
<b>AWS Claim Key:</b>	8121055	T/A Code	EA	Labor Hrs	2													
<b>Dir Cl-Sub Cl:</b>	01924	Name:	THE ROBKE FORD COMPANY		Ph:	859-4313673	St:	KY	City Cl:	USA	Reg Cl:	NA	Repr Date:	05-AUG-1997	Doc #:	00198207		
<b>Cost Comments:</b>	ASH TRAY PROP SEE DALE																	
<b>Tech Comments:</b>	LIGHT BULB BURNT OUT REPLACED BULB AS NEEDED																	
T/A3	T/WB	T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	15	7E22	1B01XX	F2CZ	14324	N	A87	46	22649
<b>AWS Claim Key:</b>	1252023	T/A Code	EA	Labor Hrs	3													
<b>Dir Cl-Sub Cl:</b>	01924	Name:	THE ROBKE FORD COMPANY		Ph:	859-4313673	St:	KY	City Cl:	USA	Reg Cl:	NA	Repr Date:	13-FEB-1998	Doc #:	00291402		
<b>Cost Comments:</b>	CHECK CIG LIGHTER BLOWS FUSE OFTEN																	
<b>Tech Comments:</b>	FOUND FUSE BLOWN REPAIRED BROKEN WIRE TO LIGHTER REPLACED LIGHTER REPLACED HEADLINER PIN TIGHTENED MUD FLAP																	
T/A3	T/WB	T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	15	6LDS	811201	F78Z	1804810	AAA	T80	01	22649
<b>AWS Claim Key:</b>	1252024	T/A Code	EA	Labor Hrs	3													
<b>Dir Cl-Sub Cl:</b>	01924	Name:	THE ROBKE FORD COMPANY		Ph:	859-4313673	St:	KY	City Cl:	USA	Reg Cl:	NA	Repr Date:	13-FEB-1998	Doc #:	00291403		
<b>Cost Comments:</b>	CHECK ASHTRAY BROKEN																	
<b>Tech Comments:</b>	DEFECT PARY ORDERED ASHTRAY ASSEMBLY																	
T/A3	T/WB	T/A	AS	T/D	T/LM	18-AUG-1996	30-NOV-1996	147010	USA	33	5V01	0803XX	1102	N27	14	13026		
<b>AWS Claim Key:</b>	1621349	T/A Code	EA	Labor Hrs	13													

3/12/03

Dir Cd-Sub Cd:	01924*	Name:	THE ROBRE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	30-SEP-1998	Doc #:	01041202
Cont Comments:	CHECK BRAKES VIBRATE														
Tech Comments:	ROTORIS OUT OF ROUND/MACHINED BRAKE ROTORS AS NEEDED														
AWB Callin Key:	16313492	Trx Code:	ES3	Labor Hrs:	3										
Dir Cd-Sub Cd:	01924*	Name:	THE ROBRE FORD COMPANY	Ph:	859-4313673	St:	KY	City Cd:		USA Reg Cd:	NA	Repr Date:	30-SEP-1998	Doc #:	01041203
Cont Comments:	CHECK CRG LIGHTER INFO														
Tech Comments:	DEFCT CRG LIGHTER REPLACED CRG LIGHTER KNOB AND ELEMENT														
AWB Callin Key:	17504307	Trx Code:	ES3	Labor Hrs:	1.1										
Dir Cd-Sub Cd:	01906*	Name:	MIKE CASTRO/CTFORD SALES, INC.	Ph:	513-8317010	St:	OH	City Cd:		USA Reg Cd:	NA	Repr Date:	01-DEC-1998	Doc #:	07442401
Cont Comments:	REPLACED ALTERNATOR, RECHECKED ALL OZ.														



3/12/03



Consumer Affairs

P.O. Box 6248, MDRIVE-B  
Dearborn, MI 48126

\*Sent via U.S. Mail

November 5, 2003

[REDACTED]  
Coral Springs, FL [REDACTED]

RE: 1996 Ford Windstar  
VIN: 2FMDA5143TE [REDACTED]

Dear Mr. Goodwin:

Thank you for contacting us regarding your vehicle. We are sorry that the incident occurred. Your insurance carrier normally handles a situation such as the one you described. We suggest that you follow the directions of your insurance carrier. If they determine that Ford Motor Company is liable, they have the right to file a subrogation claim.

We appreciate the opportunity to review your concerns.

Sincerely,

Cassandra Jones-McBryde  
Consumer Affairs

## All Action Details for Issue

Print

VIN: 2FMDA51A3T [REDACTED] Year: 1996 Model: WINDSTAR Case: 657942663  
 Name: [REDACTED] Owner Status: Subsequent WSD: 1996-06-28  
 Symptom Desc: SERVICE BRAKE NOP/INEFFECTIVE Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone:  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 04820 MAROONE FORD OF MARGATE Origin Desc: US CONCERN CASE BASE  
 Odometer: 52000 MI Comm Type: PHONE  
 Analyst Name: KARIM PEREZ Analyst: KPEREZ  
 Action Date: 10/20/2003 Action Time: 09.54.45.054 Action Data: Yes

Comments CUSTOMER SAYS: - SEPT 22 - VEH WAS IN AN ACCIDENT, CUST SAYS THAT IT WAS CAUSED BY THE CORROSION OF THE BRAKE LINE - INJURY WAS CAUSED TO PASSENGERS IN THE OTHER VEH - POLICE REPORT #03790042 - DID NOT GET ANY TICKETS BY THE POLICE BASED ON THE FACT THAT THEY DETERMINED IT WAS THE BRAKE LINE THAT CAUSED THE CONCERN - CUST WOULD LIKE TO KNOW WHY THE RECALL DOES NOT APPLY TO HIS VEH , SEEKING INVESTIGATION BY FORD - CUST WANTS TO BE CONTACTED ON HIS CELL PHONE PER CUSTOMER, DEALER SAYS: - NONE - CAC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT. INFERENCE CASE ID: 5349

Data Element Name	Data Value
FIREACCIDENT	A

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 04820 MAROONE FORD OF MARGATE Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 82000 MI Comm Type: MAIL  
 Analyst Name: CASSANDRA JONES Analyst: CJONES  
 Action Date: 10/24/2003 Action Time: 11.54.41.969 Action Data: Yes

Comments LPA ATTEMPTED TO CALL CUST, NO ANSWER.

Data Element Name	Data Value
CONTACT PERSON	

Action: FINAL CASE DISPOSITION  
 Dealer: 04820 MAROONE FORD OF MARGATE Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 82000 MI Comm Type: MAIL  
 Analyst Name: CASSANDRA JONES Analyst: CJONES  
 Action Date: 10/30/2003 Action Time: 13.47.23.078 Action Data: No

Comments LETTER SENT TO CUSTOMER ADVISING OF SUBROGATION.

Customer Info

Customer:	[REDACTED]	Primary Phone:	[REDACTED]	Secondary Phone:	[REDACTED]
Address:	[REDACTED]	CORAL SPRINGS	FL	[REDACTED]	[REDACTED]
Country:	USA	Language:	EN		
Cell Phone:	[REDACTED]	Pager:			
Preferred Contact method:		Fax:			
Preferred Contact Time:		Email:	[REDACTED]		

10/20/2011

10/20/2011 10:20:11 AM



ESP / Recall Information

VIN: 2FMDA5143TE [REDACTED]

Contract: 1 Of

Status: Expire

ESP Purchase Details

Purchaser: [REDACTED]

Expiration Date: 1998-06-26

Plan Type: USA 1998 24/30,000 RENTALCARE (WARRANTY REPAIRS ONLY)

Rental: 25

Purchase Type: N

Options:

Plan Year: 1998

Expiration Miles: 30,000

Selling Dealer: MARCONE FORD OF MARGATE

Deductible:

Towing Allowance:

ESP Cancellation Details

Cancel Date:

Refund Percent:

Dealer Credit:

Process Date:

Dealer Received Date:

Contract: 2 Of

Status: Expire

ESP Purchase Details

Purchaser: PAUL GOODWIN

Expiration Date: 2002-06-26

Plan Type: USA 1998 NEW 72/60,000 BASECARE

Rental: 25

Purchase Type: N

Options:

Plan Year: 1998

Expiration Miles: 60,000

Selling Dealer: MARCONE FORD OF MARGATE

Deductible: 50

Towing Allowance: 50

ESP Cancellation Details

Cancel Date:

Refund Percent:

Dealer Credit:

Process Date:

Dealer Received Date:

Recall Information

Number	Type	Description	Campaign	Status	Status Date	Dealer Code
01M03	O	SPRINGS		UNDELMERABLE	2001-06-22	F24015
99S17	S	BRK FLD LABL		COMPLETE	1998-05-13	04820

## Vehicle Information Report

**GENERAL VEHICLE INFORMATION:**

VIN: 2FMDAS143T [REDACTED]  
 Model Year: 1996  
 Veh Type: T  
 Inv. Dealer: 04820

Veh Line:  
 Market Derivat:  
 Drive Code:  
 Body Cab Style:  
 Version/Serial:

**(Related Claims)**

Y1A3 - WINESTAR (WZ188AW1N120) [9503] Eng Serial No: L  
 \* - [N/A] Body Shell: \*  
 T/A - 2 WHE LH FRONT DRIVE Engine: T/LM - 3.9L OEV EFI NA V6 GAS  
 T/WB - EXTENDED WAGON Transmission: T/DY - 4 SPD AUTO TRANS NAAG AXGAS  
 \* - [N/A]

**BUILD INFORMATION:**

Region: NA - #00000000 Plant: AS - OAKVILLE PLANT/BUILD  
 Country: CAN - #00000000 Prod Date: 30-JAN-1996

**SALE INFORMATION:**

Region: NA - #00000000 Selling Dealer: 124015 - \*  
 Country: USA - #00000000 Selling Inv Suffix: FL  
 Buyer Co/Prov: FL

Arrival Date: 13-FEB-1996 Had Carpet Lease: 1  
 Sale Date: 26-JUN-1996 Fleet/Retail/Co. Lease: R  
 Warranty Start Date: 26-JUN-1996 Modified Vehicle: \*  
 Orig Warranty Date: 26-JUN-1996 Resequenced Vehicle: \* Vehicle Export Flag: N

**VOC/EOC:**

AS170004235121 7P P02 2P05022 SA R 0118 71 W 3 083 25 240015 GD 00 163 0 3 4  
 2FMDALR 8 4736 84172 M 01

**INSTALLED OPTION INFORMATION:**

Air Conditioning:	T/D - HIGH OUTPUT AIR CONDITIONER GVW Code:
Alternator Amp Rating:	KE
Audio Disk:	* - [N/A]
Audio Radio:	* - [N/A]
Audio Type:	* - [N/A]
Battery Amp Rating:	MD
Brake Code:	* - [N/A]
Brake Code(Service):	* - [N/A]
GVW Class Code:	D
Instrumentation:	* - [N/A]
Mirror(Driver Side):	AD - DRIVER POWER MIRROR
Mirror(Passenger Side):	AD - PASS POWER CONVEX MIRROR
Paint:	ENSGC - MEDIUM WILLOW MET. C/C
Power Antenna:	* - [N/A]
Radio:	AQ - ELETR AM/FM/STRG/CUTE/CLOCK

Vehicle Information Report

Calibration Code: 663R10A  
Color(Approx): \* - [N/A]  
Color(Tires): 000YD -  
Delivery Type: K  
DriveShaft Code: D  
Front Seat: \* - [N/A]  
Fuel Type: \* - [N/A]

Sound System: \* - [N/A]  
Suspension Axles:  
Tire Brand: CH - GOODYEAR/MICHELIN  
Tire Size: D30SE - P215/70R15 BSW - STYLE I  
Traction Control: \* - [N/A]  
Wheel Base:

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**TIRE DOT INFORMATION:**

LF: \* BF \*  
LR: \* BR \*  
LI: \* BR \*  
SPARE: \*

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**ESP INFORMATION: EMISSIONS INFORMATION:**

ESP Code: V Engine Code: T8 - T8  
ESP Coverage(Miles): 650 Emission Cert Type: F  
ESP Coverage(Time): 672 Engine Brand Suffix: FFS  
ESP Plan Year: 1998 Engine Family: TFM3210FEK  
ESP Signature Date: 26-JUL-1998

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### Standard Claims List For Model Year 1996

VIN	VEH LINE	MKT DGRV	BODY CAB	VEH SERIES	DRIVE TYPE	PLT CD	TRX CD	END CD	PROD DATE	WARA DATE	SELLING DEALER	SELL CNT	TIR	WCC	CPSC_6	PREF BASE	SUFF	DCC CD	DIST (Miles)			
2FMDA51437BR04			TWB		T/A	AS	T/D	T/LM	30-JAN-1996	26-JUN-1996	124015	USA	0	7806	1205XX	*	1990	*	C20	DI 8		
AWS Claim Key:		28745	Trx Code:		1	Labor Hrs:		5														
Dir Cd-Sch Cd:		04903	Name:		MARCOINE FORD OF MARGATE	Ph:		554-9727200	St:		FL	City Cd:		USA	Reg Cd:		NA	Repr Date:		22-FEB-1996	Doc #:	134067A
Cust Comments:		COS PREF DPT STATES NO AIR REAR VENTS AT ALL ON ANY SETTING																				
Tech Comments:		11 OR WARR 4 TIMES 5 PERT DAN VERIFY CONCERN REMOVED REAR TRIM PANEL TO CHECK VACUM SUPPLY TO VENT CONTROL MOTOR FOUND NO VACUM, REMOVED FRONT CONTROL PANEL FOUND CUT VACUM FEED LINE TO REAR UNIT REPAIR VACUM LINE EVERYTHING WORKING AS DESIGN INTENT REASSEMBLED FRONT CONTROL PANEL REASSEMBLED REAR TRIM PANEL ROAD TESTED OK AT THIS TIME WINDSTAR RETURNED BACK TO PREF DEPT TECH																				
2FMDA51437BR04			TWB		T/A	AS	T/D	T/LM	30-JAN-1996	26-JUN-1996	124015	USA	4	6740	01104	*	1629710	*	R10	04	9660	
AWS Claim Key:		421164	Trx Code:		2	Labor Hrs:		1.8														
Dir Cd-Sch Cd:		04903	Name:		MARCOINE FORD	Ph:		305-5576300	St:		FL	City Cd:		USA	Reg Cd:		NA	Repr Date:		23-OCT-1996	Doc #:	2791921
2FMDA51437BR04			TWB		T/A	AS	T/D	T/LM	30-JAN-1996	26-JUN-1996	124015	USA	4	6114	01104	F582	16218A42	B	L17	46	9660	
AWS Claim Key:		4184300	Trx Code:		2	Labor Hrs:		5														
Dir Cd-Sch Cd:		04903	Name:		MARCOINE FORD	Ph:		305-5576300	St:		FL	City Cd:		USA	Reg Cd:		NA	Repr Date:		23-OCT-1996	Doc #:	2791921
2FMDA51437BR04			TWB		T/A	AS	T/D	T/LM	30-JAN-1996	26-JUN-1996	124015	USA	4	7701	182101	*	14290	*	H19	XI	9660	
AWS Claim Key:		418430	Trx Code:		S07	Labor Hrs:		1.5														
Dir Cd-Sch Cd:		04903	Name:		MARCOINE FORD	Ph:		305-5576300	St:		FL	City Cd:		USA	Reg Cd:		NA	Repr Date:		23-OCT-1996	Doc #:	2791924
2FMDA51437BR04			TWB		T/A	AS	T/D	T/LM	30-JAN-1996	26-JUN-1996	124015	USA	16	3A11	070100	F682	7000	AARM	P59	42	20304	
AWS Claim Key:		962016	Trx Code:		EM4	Labor Hrs:		11.6														

Dir Cl-Sub Cl:	04906-P	Name:	SAWGGLASS FORD	Ph:	954-8319000	St:	FL	City Cl:		USA	Reg Cl:	NA	Repr Date:	24-SEP-1997	Doc #:	14649101
Crnt Comments:	TRANS SLIPS WHEN TRK GETS HOT															
Tech Comments:	EPC PRESSURE RELIEF VALVE IN MAIN CONTROL BONDING IN BORE CAUSING INTERMITTENT EPC PRESSURE LOSS PRICE OF VALVE BODY AND OVERHAUL EXCEEDED \$1400 PRICE CAP DIAGNOSIS, R AND R, MOUNT ON BENCH, DISASSEMBLE, ORDER EXCHAN FLUSH COOLER LINES, INSTALL EXCHANGE, AND ROAD TEST															
2FM1DA5143TH																
AWS Claim Key:	1252447	Trx Code:	537	Labour Hrs:	3.2											
Dir Cl-Sub Cl:	04903-P	Name:	MARONE FORD	Ph:	305-5576300	St:	FL	City Cl:		USA	Reg Cl:	NA	Repr Date:	04-MAR-1998	Doc #:	32218602
Tech Comments:	REPL. ONE SPARK PLUG(SHORTED), AND CLEAN REMAINING PLUGS, REPAIR VAC. LEAK AT THROTTLE BODY, MGB ROADTEST.															
2FM1DA5143TH																
AWS Claim Key:	1252417	Trx Code:	534	Labour Hrs:	5											
Dir Cl-Sub Cl:	04903-P	Name:	MARONE FORD	Ph:	305-5576300	St:	FL	City Cl:		USA	Reg Cl:	NA	Repr Date:	11-MAR-1998	Doc #:	3222151
2FM1DA5143TH																
AWS Claim Key:	1252418	Trx Code:	507	Labour Hrs:	1.4											
Dir Cl-Sub Cl:	04903-P	Name:	MARONE FORD	Ph:	305-5576300	St:	FL	City Cl:		USA	Reg Cl:	NA	Repr Date:	11-MAR-1998	Doc #:	3222152
2FM1DA5143TH																
AWS Claim Key:	1541561	Trx Code:	534	Labour Hrs:	1											
Dir Cl-Sub Cl:	04820-P	Name:	MARONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cl:		USA	Reg Cl:	NA	Repr Date:	23-JUL-1998	Doc #:	243271A
Crnt Comments:	L71 RED FLUID LEAKING UNDER CENTRE AREA, ALL TIMES, HOT, USED TRUCK SALES STATES, RETURN TO D.P. USED CAR FOREMAN.															
Tech Comments:	31023 LEAK WARR AX4S 561 VERIFY CONCERN IF AS STATED, TRANS LEAK DIAG. R AND R BOTH COOLER LINE QUICK CONNECTS, REFILL WITH FLUID, POSTROADTEST OK AT THIS TIME.															
2FM1DA5143TH																
AWS Claim Key:	1541862	Trx Code:	533	Labour Hrs:	5											
Dir Cl-Sub Cl:	04820-P	Name:	MARONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cl:		USA	Reg Cl:	NA	Repr Date:	23-JUL-1998	Doc #:	

															#2432718										
ZFMDS1437000		TWB	DA	AS	T/DI	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	26	7D07	17XCOX	FSDZ	13466	B	L25	46	31163						
AWS Claim Key:		15561241		Trk Code:		E83		Labor Hrs:		3															
Dir-Cd-Sub Cd:		04320*		Name:		MARCOONE FORD OF MARGATE Ph:		954-9727200		St:		FL		City Cd:		USA		Reg Cd:		NA		Repr Date:04-AUG-1998		Doc #244935A	
Cust Comments: 1.25 RIGHT REAR BRAKE LAMP DROOP, ALL TIMES, CUSTOMER STATES, SEE ATTACHED PAPER WORK.																									
Tech Comments: 31163 43 843 VERIFY CONCERN FOUND RIGHT REAR BRAKE LIGHT BULB INOP REPLACED BULB RETEST OKAY AT THIS TIME																									
ZFMDS1437000		TWB	T/A	AS	T/DI	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	26	6B10	D11304	PIRE	1630479	A	G07	42	31163						
AWS Claim Key:		15561242		Trk Code:		E84		Labor Hrs:		1															
Dir-Cd-Sub Cd:		04320*		Name:		MARCOONE FORD OF MARGATE Ph:		954-9727200		St:		FL		City Cd:		USA		Reg Cd:		NA		Repr Date:04-AUG-1998		Doc #244935C	
Cust Comments: G07 DRIVERS REAR WINDOW WONT OPEN, INTERMITTENT, HOT OR COLD, CUSTOMER STATES, SEE ATTACHED PAPER WORK.																									
Tech Comments: 31163 43 843 VERIFY CONCERN ACCESS LEFT TRIM PANEL, DIAGNOSE AND TEST FOUND VENT GLASS MOTOR INOP REPLACED MOTOR RETEST OKAY AT THIS TIME																									
ZFMDS1437000		TWB	T/A	AS	T/DI	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	28	5V81	062301		1102		N17	14	31143						
AWS Claim Key:		16791646		Trk Code:		E84		Labor Hrs:		1.8															
Dir-Cd-Sub Cd:		04320*		Name:		MARCOONE FORD OF MARGATE Ph:		954-9727200		St:		FL		City Cd:		USA		Reg Cd:		NA		Repr Date:10-NOV-1998		Doc #238230A	
Cust Comments: MOTOR RUNOUT WAS L.P.00																									
ZFMDS1437000		TWB	T/A	AS	T/DI	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	20	6F40	018102		1601610		R10	D1	33983						
AWS Claim Key:		17288490		Trk Code:		E84		Labor Hrs:		4															
Dir-Cd-Sub Cd:		04320*		Name:		MARCOONE FORD OF MARGATE Ph:		954-9727200		St:		FL		City Cd:		USA		Reg Cd:		NA		Repr Date:10-DEC-1998		Doc #2621150A	
Cust Comments: R10 CUST STATES WATER LEAK INSIDE VEHICLE, CARPET WET, MILDEWED, ALL AREAS, MUSTY ODOR INSIDE VEHIC																									
Tech Comments: 33983 48 4.0 M TIME 303 VERIFIED CONCERN WATER TESTED TO DIAGNOSE, LOCATED WATER ENTERING IN AT FIREWALL SEAL FOR AC DRAIN, REPT FOAM AND RESEAL, NO MORE WATER ENTERING VEHICLE R,ALL SEATS TO R.R.CARPET TO DRY AND REPLACE WET RYS DUE TO MILDEW. OK AT THIS TIME.																									

2FMDA5143TB		T/WB	T/A	AS	T/DY	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	30	6P18	011103	*	5421596	*	K32	07	13985
AWS Claim Key:		1727277	Trx Code:	E84	Labour Hrs:	3													
Mr Cb-Sub Cd:	04820*	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Reg Date:	10-DEC-1998	Doc	#2621598				
Cost Comments:	K32 CUST STATES WIND NOISE DRIVERS DOOR, UPPER AREA, 45MPH UP, AC ON OR OFF, ALL TIMES. B33 CUST STATES DRIVERS WINDOW RUN CHANNEL FALLS DOWN UPPER SECTION, ALL TIMES.																		
Tech Comments:	33085 56 33 0.5 W 102 VERIFIED CONCERN. TEST DRIVE TO DIAGNOSE, LOCATED WINDNOISE FROM LOOSE FIT OF WINDOW RUN, LEFT AND REAR, JUST OK AT THIS TIME.																		
2FMDA5143TB		T/WB	T/A	AS	T/DY	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	31	2002	031403	F48Z	9947Z	AS	E28	42	34167
AWS Claim Key:		1722280	Trx Code:	S87	Labour Hrs:	27													
Mr Cb-Sub Cd:	04820*	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Reg Date:	15-DEC-1998	Doc	#262469A				
Cost Comments:	I, E11, E2, M. CODE QAJ. REPROGRAM PROCESSOR. REPLACE LEFT AND																		
2FMDA5143TB		T/WB	T/A	AS	T/DY	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	31	1G03	006507	F66Z	B620	AA	E50	30	34167
AWS Claim Key:		1722286	Trx Code:	E84	Labour Hrs:	3													
Mr Cb-Sub Cd:	04820*	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Reg Date:	16-DEC-1998	Doc	#3628698				
Cost Comments:	L64 CHATTER NOISE UNDERNEATH VEHICLE UNDER 50 MPH, MAINTAINING STEADY SPEED, AC ON/OFF, HOT/COLD, INTERMITTENT TIMES, CUSTOMER STATES.																		
Tech Comments:	34170 36 WARR. 481. VERIFY CONCERN. REPLACE SERPENTINE BELT. OK AT THIS TIME.																		
2FMDA5143TB		T/WB	T/A	AS	T/DY	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	32	5Y04	060203	*	2041	*	E84	07	35533
AWS Claim Key:		1763174	Trx Code:	E84	Labour Hrs:	3													
Mr Cb-Sub Cd:	04820*	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Reg Date:	21-JAN-1998	Doc	#266952A				
Cost Comments:	H04 CUST STATES PARKING BRAKE WONT HOLD, ALL TIMES, CHIRPING OR SQUEAKING NOISE REAR AREA, BRAKING ALL SPEEDS, HOT OR COLD, ALL TIMES. ADVISE IN 11.18.98, 33149 MILES RO 250150, TECH																		
Tech Comments:	35556 W 525 VERIFIED PARKING BRAKE WAS WEAK. ADJUSTED REAR BRAKES RETEST OK, COULD NOT VERIFY BRAKE NOISE HOWEVER SOME BRAKE NOISE IS NORMAL. REAR SHOES WERE AT 60% LIFE LEFT.																		
2FMDA5143TB		T/WB	T/A	AS	T/DY	T/LM	30- JAN- 1996	26-JUN- 1996	124015	USA	32	1G03	006507	F66Z	B620	AA	E50	30	35949

AWS Claim Key: 17782120 Trx Code: E84 Labor Hrs: 3																															
Dir Cd-Sub Cd:	04820-A	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Repr Date:	04-FEB-1999	Doc #:	4268714A																
Cost Comments:	N12 CUST STATES SQUEALING NOISE UNDER HOOD AREA, IDLING OR ACCELERATING, COLD ONLY, AC OFF, ALL TDM																														
Tech Comments:	33952 36 WARR. SERVICE PART. 481. VERIFY CONCERN, REPLACE SERPENTINE BELT. ROADTEST 3 MILES. OK AT THIS TIME.																														
2FM(DA)1431138														TWB	TIA	AS	TDT	TLM	30- JAN- 1996	25-JUN- 1996	124013	USA	40	*	*	*	*	41519			
AWS Claim Key: 19124017 Trx Code: 99817 Labor Hrs: 3																															
Dir Cd-Sub Cd:	04820-A	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Repr Date:	13-SEP-1999	Doc #:	4298768B																
Cost Comments:	A99 PERFORM RECALL 99817, INSTALLATION OF BRAKE FLUID WARNING LABEL, PER CUST REQUEST.																														
Tech Comments:	41519 W 752 PERFORMED RECALL 99817																														
2FM(DA)143778														TWB	TIA	AS	TDT	TLM	30- JAN- 1996	25-JUN- 1996	124013	USA	40	GR01	013001	F68Z	16611848	M	825	42	42215
AWS Claim Key: 19184414 Trx Code: B81 Labor Hrs: 4																															
Dir Cd-Sub Cd:	04820-A	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Repr Date:	27-SEP-1999	Doc #:	4300421A																
Cost Comments:	823 SEAT BELT WONT RETRACT, STUCK ALL TIMES, PASSENGER CENTER ROW, BOF HERE, RC 291756, 9.13.99, 41451 MILES, TECH 151																														
Tech Comments:	42213 W 752 VERIFIED CONDEN ACCESS 3ER ROW SEAT, ACCESS RIGHT SIDE REAR QUARTER TRIM PANEL, REPLACED SEAT BELT TESTED WORKS OK AT THIS TIME																														
2FM(DA)143TRINM235T/A3														TWB	TIA	AS	TDT	TLM	30- JAN- 1996	26-JUN- 1996	124015	USA	40	S101	110204	F58Z	3A674	AARM	N58	30	42215
AWS Claim Key: 18184415 Trx Code: 07790 Labor Hrs: 1.1																															
Dir Cd-Sub Cd:	04820-A	Name:	MARCOONE FORD OF MARGATE	Ph:	954-9727200	St:	FL	City Cd:	USA	Reg Cd:	NA	Repr Date:	27-SEP-1999	Doc #:	4330427B																
Cost Comments:	N58 WHIRING NOISE UNDER FRONT AREA, ALL TIMES, IDLE OR MOVING ANY SPEED, WORSE STEERING EITHER DIRECTION, ADVISE, BASECARE																														
Tech Comments:	42219 WHIRING NOISE UNDER FRONT AREA ALL TIMES WORSE TO W 492 MARK TEST DRIVE TO VERIFY AS STATED, TYPICAL NOISE TO STEERING PUMP AND IDLER PULLY, REMOVE AND REPLACE STEERING PUMP AND PULLY AND PURGE SYSTEM SEE LINE C FOR PULLY.																														



## Dealer Information

FCSD Region	Sales Region	Sales Zone	Market	P&A Code	Sales Code
24-ORLANDO	24-ORLANDO	B	A1	04820	F24016

Dealer Name:	MAROONE FORD OF MARGATE		
Dealer Address:	5401 WEST COPANS ROAD MARGATE FL 33063		
Dealer Main Phone:	864-872-7200	Dealer Service Phone:	854-872-7200

Position	Employee Name
CUST RELATIONS MGR	KIRK R SHERIDAN
CUST RELATIONS MGR	LYNN CRUMP
GENERAL MANAGER	SCOTT S NICOLAS
GENERAL MANAGER	TODD R SKELTON
PARTS MANAGER	CHARLES M RAUCH
PARTS MANAGER	MARSHALL D WELLS
PARTS & SERVICE DIRECTOR	TIMOTHY S WELLS
SALES MANAGER	JOSEPH A TROTTA
SALES MANAGER	MIKE J COSTANZA
SALES MANAGER	RICHARD T ELLIS
SALES MANAGER	ERIC R KRIECHBAUM
SALES MANAGER	SCOTT BOURZAM
SALES MANAGER	MOLSEN ETESHAM
SERVICE MANAGER	COLBY J FERCH

Service Hours MON-FRI:7AM-7PM SAT/SUN:CLOSED

Directions

Trained Y

Additional Information REFER ALL NO DEALER CONTACT CONCERNS TO OUR APPOINTMENT OFF

[REDACTED]  
Coral Springs, FL [REDACTED]  
[REDACTED]  
[REDACTED]

CONSUMER AFFAIRS  
SECTION

3 OCT 31 11:44

October 28, 2003

Ford Motor Company Customer Relations  
16800 Executive Plaza Drive  
Dearborn, Michigan, 48121

Reference: Ford Windstar Brake Line Failure  
VIN 2FMDA5143TB [REDACTED]

Dear Sirs,

I am writing to you in regard to a recent motor vehicle accident that my wife and three children were involved in our 1996 Ford Windstar. On October 20, I spoke with your customer service department regarding this incident and was promised a follow up within 48 hours. To this date, I have had no response.

We are the registered owner of the above-mentioned 1996 Ford Windstar with about 82,000 miles accumulated. The vehicle was produced in January 1996 and delivered on February 22, 1996. The original owners purchased the vehicle in July 1996 and we purchased it from Maroone Ford in Margate, Florida in July 1998.

On September 22, 2003, my wife who was driving the Windstar, accompanied by our three young children, was approaching an intersection traveling about 15 miles per hour. Although the light was green, the traffic was still stopped, hence she lightly applied the brakes, however with no response from the vehicle, she immediately began applying significant force to try and stop to the point where she was fearfully pumping the brakes. As the brakes did not operate, the Windstar finally stopped by crashing into the vehicle in front of her which in turn, was pushed into the vehicle immediately ahead.

Upon inspection after the accident, it became quite evident that the reason the vehicle did not stop was that the brake line had corroded and the fluid had completely leaked out. The police officer on the scene did not issue a citation as

she indicated that the vehicle was being properly operated at the time of the accident and that a vehicle malfunction (brake line) was the cause.

The injuries and overall damage to the vehicles involved in the accident was relatively minor. The driver of the second vehicle hit was taken to the hospital in an ambulance, but I am led to believe that she was not seriously injured. My wife and children, while badly scared, were not physically injured.

I was surprised to see a brake line corrode on a vehicle with relatively low mileage relative to the age, however upon further perusal, I found that this has been a fairly common problem for mid 1990's Windstar. In fact, on April 3, 2002, Ford Motor Company recalled over 250,000 Windstar's built between January 14, 1994 and May 21, 1996. The catch to the recall was that it was limited to vehicles owned and registered in just twenty-one states. While I am not privy to the reasons or logic utilized to limit the recall, it seems quite evident that since it was based on vehicles registered in states that have a higher propensity for snowfall and as such salted roads, which would in turn lead to an expected higher frequency of corrosion.

While it makes sense to recall the registered vehicles in the harsh winter states, the decision not to recall the vehicles outside those states is absolutely flawed. Simply because a vehicle is more likely to corrode in a state that experiences regular snowfall, does not preclude a vehicle outside this area from similar corrosion. In fact, it could be argued that vehicles registered in Florida where a vehicle is subject to a high level of rainfall, year round humidity, and nearby saltwater, are actually at a higher risk of corrosion.

Our Windstar has been serviced regularly by Maroone Ford, and in fact had a multi-point inspection on June 24, 2003, or just over 900 miles prior to the accident. Included in this evaluation was a check of "Brake System (Including Lines, hoses, and parking brake) and wheel end for end-play and bearing noise." The evaluation suggested no problems at all with any of the brake functions or more specifically with the brake line. While it is quite evident that I disagree with Ford's decision not to include my Windstar in the recall, at the very least, I would suggest that given Ford Motor Company's knowledge of the potential corrosion of the brake line, a notice to dealers outside the recall states to put specific focus on this area of the vehicle would have been appropriate.

What is disconcerting about the multi-point check is that beyond the fact that it indicated that the brake lines were in good condition; it also suggested that all external lights are operational. A second multi-point evaluation just after the accident also indicated that all lights were operational. I know for a fact that I had a rear brake light burned out prior to both the June and most recent check. Based on the missed brake line and rear brake lights, it might lead one to conclude that the multi-point evaluation is not actually carried out, leaving a vehicle owner with a false sense of security.

Many times in the course of a month, my wife and children travel on the Florida Interstates at speeds beyond 55 miles an hour. If the brake line had failed on any one of those trips, the outcome would have been disastrous. While no one in my family was hurt, beyond being badly scared, I am subject to a number of expenses including vehicle towing, brake line repair, and of course a significant increase in my insurance premium for an extended period.

Your acknowledgment of receipt of this letter by November 5, 2003 would be appreciated.

Thank you.

Sincerely,



Paul D. Goodwin

cc: Marlene Ford of Margate  
NHTSA

**RQ04-003**  
**FORD**

**8/26/2004**

**APPENDIX F**

# State Farm Insurance Companies®



September 4, 2002

Moline Service Center  
4400 53rd Street  
P.O. Box 1030  
Moline, IL 61285-1030  
Phone: 309-757-3700

**VIA FACSIMILE (313) 390-3308**  
Ford Motor Company, General Counsel  
Parklane Towers West Studio 400  
Three Parklane Blvd.  
Dearborn, MI 48128-2568

RE: Claim Number: [REDACTED]  
Our Insured: [REDACTED]  
Date of Loss: August 12, 2002  
Make, Model, and Year of Product: 1996 Ford Windstar  
VIN: 2FMDA5145T [REDACTED]

Dear General Counsel:

Our insured was driving a 1996 Ford Windstar on August 12, 2002, when he experienced brake failure, causing him to rear-end the vehicle in front of him.

This vehicle has been inspected by Sexton Ford in Moline, Illinois and the cause of the failure appears to be a leak in the brake line caused by corrosion. The leak is located above the catalytic converter. This is in line with recall number 02V101000.

Please contact me within the next five days to advise when you wish to inspect the vehicle. If we do not hear from you within five days, we will preserve the evidence and repair the vehicle as it is not a total loss and our insured is anxious to have it returned to her.

Sincerely,

Christie Cantrell  
Claim Representative  
State Farm Mutual Automobile Insurance Company  
(309) 757-3721

CC/018/0903010 drev2



**Allied  
Insurance**

a member of Nationwide Insurance

March 6, 2003

**Des Moines Regional Office**

3820 109th St., Dept. 2004  
Des Moines, IA 50391-2004  
(515) 252-7288  
800-532-1212  
FAX (515) 252-8532  
FAX 800-562-4339

RECEIVED MAR 17 2003

Ford Motor Company  
Office of General Counsel, Maria Quintero-Salvo  
Parklane Towers West, Studio 300  
3 Parklane Blvd.  
Dearborn, MI 48126

Our Insured: [REDACTED]  
Our Claim #: 12A70395  
Date of Loss: 8-12-02  
Claimant: [REDACTED]  
Claimant Ins. Co.: State Farm  
Claimant Claim #: [REDACTED]

Ce 1/03

Dear Ms. Quintero-Salvo:

This letter pertains to the automobile accident between [REDACTED] and [REDACTED]. As a result of this automobile accident there was damage to our insured's 1993 Ford. Mr. Newnham was stopped in traffic and hit in the rear of his vehicle. State Farm Mutual Automobile Insurance Company is the insurance carrier for Annette Saldana. They have denied our subrogation claim indicating there was a manufacturer's defect to the brakes of their insured's vehicle and the brakes were repaired under recall number 02s36.

Please accept this letter as our subrogation notice for our insured's damages. The repair estimate totaled \$3096.50, which includes our insured's \$100.00 collision deductible. The rental expense was \$356.16. Our total subrogation claim is for \$3452.71. Enclosed, you will find our supporting documentation.

Please protect all our subrogation rights in this matter.

If you have any questions, please feel free to call us at 1-800-532-1212, ext. 2006.

Sincerely,

Kathy Allen  
Multiline Claims Representative  
Depositors Insurance  
Allenk3@nationwide.com

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

CASE NUMBER

03L00744

*Rachel A. Lynch, Rose M. Lynch and James Lynch*  
vs  
*Defendants*

Please serve:  
C. T. Corporation System  
Registered Agent for  
Ford Motor Co.

*Rachel A. Lynch, Rose M. Lynch and James Lynch*  
vs  
*Defendants/Third Party*

*209 S. La Salle  
Ste 814  
Chicago, IL 60604*

*vs Ford Motor Company*  
*Defendant(s)*

File Stamp Here

SUMMONS

To each defendant:

You are summoned and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance in the office of the Clerk of this Court, 505 North County Farm Road, Wheaton, Illinois within 30 days after the service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of services and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

WITNESS: JOELA KAGANN, Clerk of the Eighteenth Judicial Circuit Court, and seal thereof at Wheaton, Illinois.

Dated NOV 26 2003

Name: Mark A. Sakacz  
(Plaintiff or Attorney for Plaintiff)

JOEL KAGANN, Circuit Court Clerk  
Clerk of the Eighteenth Judicial Circuit

DuPage Attorney Number: 13655  
Law Office of Christine W. Ferron  
Address: 480 E. Roosevelt Road, Ste 203

City/State/Zip: West Chicago IL 60185

Telephone: (630) 876-5659

NOTICE: The filing of an appearance or answer with the Circuit Court Clerk requires a statutory filing fee, payable at the time of filing.

Date of Service: \_\_\_\_\_  
(To be inserted by officer on copy left with Defendant or other person.)



SHERIFF'S RETURN

I certify that I served this summons on defendants as follows:  
(Check appropriate box, and complete information below)

- (a) (Individual defendants - personal):  
By leaving a copy and a copy of the complaint with each individual defendant personally.
- (b) (Individual defendants - abode):  
By leaving a copy and a copy of the complaint at the usual place of abode of each individual defendant with a person of his family, of the age of 13 years or upwards, informing that person of the contents and also by sending a copy of the summons in a sealed envelope with postage fully prepaid, addressed to each individual defendant at his usual place of abode.
- (c) (Corporation defendants):  
By leaving a copy and a copy of the complaint with the registered agent, officer or agent of each defendant corporation.
- (d) (Other services):
- (e) (Unable to serve): By \_\_\_\_\_, Deputy, Badge No. \_\_\_\_\_

Name of Defendant _____	Name of Defendant _____
Name of Person Summons given to _____	Name of Person Summons given to _____
Sex _____ Race _____ Approx. Age _____	Sex _____ Race _____ Approx. Age _____
Place of Service _____ _____	Place of Service _____ _____
Date of Service _____ Time _____	Date of Service _____ Time _____
Date of Mailing _____	Date of Mailing _____
_____	Sheriff of _____ County

By \_\_\_\_\_ Deputy

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

TPC.DOC

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS

[REDACTED]

Plaintiff,

VS

RACHAEL A. LYNCH, ROSE M. LYNCH,  
and JAMES LYNCH,

Defendants.

CASE NO. 03 L 00744

RACHAEL A. LYNCH, ROSE M. LYNCH,  
and JAMES LYNCH,

Defendants/Third-Party  
Plaintiffs,

VS

FORD MOTOR COMPANY,

Third-Party Defendant.

FILED  
03 OCT 23 AM 10:58  
CLERK OF THE COURT  
19TH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS

THIRD-PARTY COMPLAINT FOR CONTRIBUTION

Defendants/Third-Party Plaintiffs, [REDACTED]

[REDACTED] by and through the undersigned counsel, sue Third-Party Defendant, Ford Motor Company, and allege:

1. That on or about Tuesday, July 30, 2002, the Defendant/Third-Party Plaintiff, [REDACTED] operated a 1996 Ford Windstar in a southbound direction on Washington Street at or near Ring Street, in the City of Naperville, County of DuPage, State of Illinois.

2. That on or about Tuesday, July 30, 2002, the Plaintiff, Catherine J. Goebel-Shipley, operated a certain motor vehicle in a southbound direction on Washington Street at or near Ring Street, in the City of Naperville, County of DuPage, State of Illinois.

3. That at said time and place, there was contact between the motor vehicle operated by the Defendant/ Third-Party Plaintiff, [REDACTED]

██████████ and the motor vehicle operated by the Plaintiff, ██████████  
██████████

4. That at same time and place, the Defendant/Third-Party Plaintiff, ██████████ operated a 1996 Ford Windstar in which the brake line was corroded and of which the Defendants had no knowledge.

5. That ten days following the occurrence, the Defendants received a recall notice from the Third-Party Defendant, Ford Motor Company, regarding the 1996 Ford Windstar, which stated that this vehicle was being recalled for brake line corrosion.

6. At the same time and place, the Third-Party Defendant, Ford Motor Company, then and there was guilty of one or more of the following negligent acts or omissions:

- a) Negligently installed a defective brake line in the 1996 Ford Windstar operated by Defendant/Third-Party Plaintiff, ██████████  
██████████

7. As a direct and proximate result of the above negligent acts or omissions, the vehicle operated by the Defendant/Third-Party Plaintiff, ██████████ came into contact with the vehicle operated by the Plaintiff, ██████████

8. Plaintiff, ██████████ filed a Complaint against Defendants/Third-Party Plaintiffs, ██████████ ██████████ for personal injuries sustained in the above collision, all of which more fully appears in the Complaint, filed of record in this cause and incorporated herein by reference.

9. Defendants/Third-Party Plaintiffs, ██████████ ██████████ filed an answer to the allegations of the Complaint directed against Catherine Goebel-Shipley, denying all material allegations, which answer has been filed of record in this cause, and which is incorporated herein by reference.

10. If Defendants/ Third-Party Plaintiffs, ██████████ ██████████ are found liable for any acts giving rise to the cause of action and injuries alleged in the Complaint of Plaintiff, then those acts combined with the acts alleged against the Third-Party Defendant, Ford

Motor Company, in paragraph 6, directly and proximately caused the Plaintiff's injuries as alleged, and in such event Third-Party Plaintiffs, [REDACTED]

[REDACTED], and Third-Party Defendant, Ford Motor Company, were joint tortfeasors, and Third-Party Plaintiff, [REDACTED]

[REDACTED] are entitled to recover from Third-Party Defendant, Ford Motor Company, by way of contribution in such amount as would be commensurate with the degree of misconduct attributable to said Third-Party Defendant.

WHEREFORE, the Third-Party Plaintiffs, [REDACTED]

[REDACTED] ask that if judgment be entered in favor of the Plaintiff, Catherine Goebel-Shipley, and against Defendants, Rachel Lynch, Rose Lynch, and James Lynch, that judgment be entered against the Third-Party Defendant, Ford Motor Company, by way of contribution, in such amount as would be commensurate with the degree of misconduct attributable to said Third-Party Defendant in causing Plaintiff's injuries and damages.

I HEREBY CERTIFY that on 10/21/03, a true and correct copy of the foregoing Third Party Complaint was filed with the Clerk of the Court and mailed to:

Leonard D. Litwin  
Sheldon Hodas & Associates  
Attorneys At Law  
205 West Randolph Street, Suite 1410  
Chicago, Illinois 60606

Office of General Counsel  
Ford Motor Company  
Parklane Tower West, Suite 300  
Three Park Lane Blvd.  
Dearborn, MI 48126

LAW OFFICE OF CHRISTINE W. TENNON  
480 East Roosevelt Road, Suite 203  
West Chicago, IL 60185  
Telephone: (630) 876-5650

BY 

MARK A. SURACE  
Firm No. 13655  
Attorney for Defendants,  
Rachel Lynch, Rose Lynch  
and James Lynch

**Geller & Associates, P.C.**

ATTORNEYS AT LAW

2121 Glebe Avenue, Suite E

BRONX, New York 10462

Telephone: (718) 824-0607

Facsimile: (718) 824-0619

482891

Andrew

June 13, 2003

Ford Manufacturers  
PO Box 6248 MD-3NEB  
Deerborn, MI 48126



Re: Ana D. Ortega  
D/A: March 28, 2003  
Our File No. B3055-3T

Dear Sir/Madam:

Please be advised that this office has been retained by the above-named to pursue a claim for personal injuries arising out of and as a result of an accident which occurred on the above date through your negligence.

Kindly refer this letter immediately to your insurance carrier for prompt consideration and further attention. Please return the enclosed postcard setting forth the insurance company applicable to this claim, your policy number and policy limits. Once we have this information, it will not be necessary to contact you again and all further communications will be with your carrier.

Thank you for your prompt attention to this matter.

Very truly yours,

  
YOLANDA S. PEPIN

3 JUN 24 11:09 AM  
CONSUMER AFFAIRS  
SECTION

YSP/s  
Enclosure



CT System

*re-open  
11/6/170*

Service of Process Transmittal Form  
Cleveland, Ohio

04/05/1999

Via Federal Express (2nd Day)

TO: Chris Dzbanaki  
FORD MOTOR COMPANY  
Three Parklane Blvd., Ste. 800 West  
Dearborn, MI 48126

RE: **PROCESS SERVED IN OHIO**

FOR **FORD MOTOR COMPANY Domestic State: De**

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

- 1. TITLE OF ACTION: [REDACTED] Plaintiffs vs FORD MOTOR COMPANY, et al.,  
Defendants
- 2. DOCUMENT(S) SERVED: Summons, Complaint, Jury Demand, Exhibits
- 3. COURT: Court of Common Pleas, Cuyahoga County, Ohio  
Case Number 89-380651-CV
- 4. NATURE OF ACTION: Alleged breach of warranties re Defects including transmission, fuel economy,  
steering and suspension, etc. of 1996 Windstar, Vin #2FMDA514456 [REDACTED]  
Seeking rescission of transaction Amount claimed not specified.
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Cleveland, Ohio
- 6. DATE AND HOUR OF SERVICE: By Certified mail on 04/05/1999 with Postmarked Date 04/02/1999
- 7. APPEARANCE OR ANSWER DUE: Within 28 days after service
- 8. ATTORNEY(S): David G. Phillips  
Euclid Ninth Tower  
Suite 710  
2000 East Ninth Street  
Cleveland, OH 44115

9. REMARKS:

L. J. Justice  
OFFICE COUNSEL

199 APR -6 09:56

OFFICE OF THE  
GENERAL COUNSEL

SIGNED CT Corporation System

PER Debra K. Justice /GH  
ADDRESS 1300 East 9th Street  
Suite 1010  
Cleveland, OH 44114  
SOP WS 0002307253

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

**380851**

[Redacted]  
[Redacted]  
Highland Heights, Ohio [Redacted]  
and  
[Redacted]  
[Redacted]  
Highland Heights, Ohio [Redacted]

CASE NO.

JUDGE

COMPLAINT

(Jury Demand Endorsed Hereon)

Plaintiffs,  
vs.  
FORD MOTOR COMPANY  
c/o of CF Corporation Systems,  
its Statutory Agent  
815 Superior Avenue, N.E.  
Cleveland, Ohio 44114,

and  
T.E. CLARKE FORD, INC.,  
d/b/a Clarke Ford  
c/o of Todd L. Clarke, its Statutory Agent  
5715 Darrow Road  
Hudson, Ohio 44236,

and



CRAIG BOHL  
c/o 5715 Darrow Road  
Hudson, Ohio 44236,

Defendants.

)  
)  
)  
)  
)  
)

Now come Plaintiffs [REDACTED]

(hereinafter [REDACTED], by and through counsel, and hereby allege as follows:

**GENERAL ALLEGATIONS**

1. Plaintiffs [REDACTED] husband and wife, are individuals who for all relevant times pertinent to this Complaint have resided in Cuyahoga County, Ohio. Plaintiffs are consumers as defined in the Ohio Consumer Sales Practices Act, R.C. 1345.01(D).

2. Defendant Ford Motor Company is a corporation licensed to do business in Ohio or does business in Cuyahoga County, Ohio. Defendant Ford Motor Company (hereinafter "Ford") conducts business and/or solicits business in Cuyahoga County, Ohio for the sale of automobiles to consumers. Defendant Ford is a manufacturer of automobiles as defined in R.C. 1345.71(B) of the Ohio Lemon Law

3. Defendant T.E. Clarke Ford, Inc. is an Ohio corporation that is located in Summit County, Ohio. Defendant T.E. Clarke Ford, Inc. (hereinafter "Dealer") does business as Clarke Ford, selling motor vehicles manufactured by Defendant Ford, as a dealer, to Consumers from Cuyahoga County, Ohio. Defendant Dealer regularly solicits business in Cuyahoga County and is a supplier as defined in R.C. 1345.01(C). Defendant Dealer solicited business in Cuyahoga County, Ohio from Plaintiffs.

4. The automobiles manufactured by Defendant Ford are sold to the public through dealerships such as Defendant Dealer. Defendant Ford and Defendant Dealer are engaged in a common venture, in which each entity acts as the agent of the other.

5. Defendant Craig Bohl is employed by Defendant Dealer as a service manager.

6. On or about June 6, 1994, Plaintiff [REDACTED] entered into a consumer transaction as defined in R.C. 1345.01(A), with Defendant Ford and Defendant Dealer for the purchase of a 1995 Windstar, Vehicle Registration Number, 2FMDA5144SE [REDACTED] (hereinafter "Windstar"). A copy of the sales agreement for the Windstar is attached hereto as Exhibit "A." A copy of the consumer credit agreement evidencing the transaction is attached hereto as Exhibit "B."

7. Plaintiffs purchased the Windstar from Defendants Ford and Dealer in response to representations made by Defendants that the Windstar was reliable and dependable and further in response to and in reliance upon the express and implied warranties that were made by Defendants with respect to the Windstar. Specifically, Plaintiffs purchased the vehicle from Defendants based on warranties and representations made by Defendants in wide-scale national advertising in mass communications media, to the effect that Ford vehicles are "Quality Number One."

8. The total cash price for Plaintiffs' purchase of the Windstar amounted to the sum of \$23,479.00. Plaintiff financed the full purchase price of the Windstar through National City Bank as set forth in Exhibit B hereto. Plaintiffs' paid additional amounts for the Windstar related to financing, maintenance, licensing, and repair.

9. In addition, on or about June 6, 1994, Plaintiff purchased from Defendants an

extended warranty, entitled "Extended Service Plan," which is attached hereto as Exhibit "C." Defendants represented to Plaintiffs that Exhibit C constituted an extended warranty for the Windstar up to 100,000 miles or 6 years. Plaintiffs paid \$1,595.00, for the extended warranty, which was incorporated into the sales agreement and price for the Windstar attached hereto as Exhibit A. The term of this extended warranty still exists.

10. Beginning on or about September 8, 1994, less than four months after Plaintiff [REDACTED] purchased the Windstar, the vehicle was plagued by numerous, serious mechanical defects that substantially impaired the use and value of the vehicle and/or defects that were likely to cause death or serious bodily injury if they continued to exist when the vehicle was used. Plaintiffs notified Defendants of these defects within the first year after the vehicle was purchased and when vehicle had been driven only about 2,007 miles. The defects and problems with the Windstar have continued to the present date with the same nonconformities being subject to repair for numerous times without needed correction.

11. Plaintiffs experienced defects related to the Windstar's: transmission, fuel economy, steering and suspension, antifreeze, engine's idle, brakes, anti-lock brake system, vibrations, windshield wipers, seat belts, radio, remote keyless entry, power locks, rear vents, sliding door, CD player, lighter/power socket, air bags, and noise coming from the front doors of when the vehicle was moving.

12. Plaintiffs reported each nonconformity to Defendants and numerous attempts were made to repair the Windstar's defects.

13. The Windstar's transmission was defective because its shifting was

problematic and delayed and the transmission exhibited a lack of power. This defect was first reported to Defendants on or about September 8, 1994, when the vehicle was driven approximately about 2007 miles. Defendants attempted to repair the transmission on at least eleven occasions for substantially the same nonconformity from on or about September 8, 1994 through on or about November 4, 1996, when the Windstar's transmission was replaced. Plaintiffs then experienced substantially the same nonconformity with the new transmission and returned the Windstar to Defendant Dealer for repair and/or notified Defendants about said nonconformity on at least eighteen separate occasions from December 18, 1996 through April 21, 1997. On or about April 21, 1997, Defendant Dealer refused to do any further work on the Windstar's transmission. The defect related to the Windstar's transmission continues to exist.

14. The Windstar's fuel economy was defective because it failed to meet the mileage that was represented and advertised for the Windstar. This defect was first reported to Defendants on or about September 8, 1994, when the vehicle was driven approximately about 2007 miles. Defendants attempted to repair this defect on at least twelve occasions for substantially the same nonconformity from on or about September 8, 1994 through on or about December 18, 1996. The defect related to the Windstar's fuel economy continues to exist.

15. The Windstar's steering and suspension were defective because the steering wheel was off-center, the vehicle pulled to the side, and the vehicle swayed or rocked when driven. This defect was first reported to Defendants on or about February 9, 1995, when the vehicle was driven about 9,000 miles. Defendants attempted to repair this

defect on at least seven occasions for substantially the same nonconformity from on or about February 9, 1995 through on or about December 30, 1996, when Defendant Dealer replaced the Windstar's steering rack. On or about December 30, 1996, Plaintiffs picked up the Windstar from Defendant Dealer and the defects were still present and not repaired. From on or about January 6, 1997 through on or about April 21, 1997, Plaintiffs returned the Windstar to be repaired and/or notified Defendants on at least twenty occasions about substantially the same nonconformity with the Windstar's steering. After April 21, 1997, Defendant Dealer refused to work any further on the vehicle. The defect related to the Windstar's steering and suspension continues to exist. The defect related to the Windstar's steering and suspension is likely to cause death or serious bodily injury if the vehicle is driven.

16. The Windstar's braking system was defective because the brake pedal floats down to the floor of the vehicle and extended the Windstar's stopping distance. This defect was first reported to Defendants on or about September 8, 1994, when the vehicle was driven approximately about 2007 miles. Defendants attempted to repair the braking system on at least twenty-five occasions for substantially the same nonconformity from on or about September 8, 1994 through on or about April 21, 1997, when Defendant Dealer refused to work any further on the vehicle. The defect related to the Windstar's braking system continues to exist. The defect related to the Windstar's brakes is likely to cause death or serious bodily injury if the vehicle is driven.

17. On or about July 1, 1997, Plaintiff [REDACTED] injured his right knee when attempting to stop the vehicle because the brake was defective and floated to the

floor. Plaintiff [REDACTED] injury has been further aggravated by the need to repeatedly use tremendous force with his right leg on the Windstar's brake.

18. The Windstar's anti-lock braking system was defective because the brakes would not properly activate due to malfunctioning circuits that controlled the system. This defect was first reported to Defendants on or about April 12, 1995, when the vehicle was driven approximately about 12,000 miles. Defendants attempted to repair the anti-lock brake system on at least twenty-one occasions for substantially the same nonconformity from on or about April 12, 1995 through on or about April 21, 1997, when Defendant Dealer refused to work any further on the vehicle. The defect related to the Windstar's anti-lock brakes continues to exist. The defect related to the Windstar's anti-lock brakes is likely to cause death or serious bodily injury if the vehicle is driven.

19. The Windstar's windshield wipers and blades were defective because the blades would jump and skip and smear the windshield, which prevented a clear view of the road. This defect was first reported to Defendants on or about February 9, 1995, when the vehicle was driven approximately 9,000 miles. Defendants attempted to repair the windshield wipers and blades on at least five occasions for substantially the same nonconformity from on or about February 9, 1995 through on or about November 4, 1996. The defect related to the Windstar's windshield wipers and blades continues to exist.

20. The Windstar is defective and fails to conform to its warranty because of an antifreeze smell that enters in the vehicle. Defendants were first notified of this problem on or about July 7, 1995 and were notified of the problem on at least twenty-four

occasions through April 21, 1997, when Defendant Dealer refused to work anymore on the vehicle. The defect related to the antifreeze smell in the Windstar continues to exist.

21. The Windstar is defective and fails to conform to its warranty because of a rough idle and associated problems with the vehicle's engine. Defendants were first notified of this problem on or about July 7, 1995 and were notified of the problem on at least twenty-six occasions through April 21, 1997, when Defendant Dealer refused to work anymore on the vehicle. The defect related to the Windstar's engine and rough idle continues to exist.

22. The Windstar is defective and fails to conform to its warranty because of a vibration that exists when the vehicle is driven. Defendants were first notified of this problem on or about July 7, 1995 and were notified of the problem on at least twenty occasions through April 21, 1997, when Defendant Dealer refused to work anymore on the vehicle. The defect related to the Windstar's vibration continues to exist.

23. The Windstar is defective and fails to conform to its warranty because the bolts for its seat belts were rusted. Defendants were first notified of this problem on or about September 19, 1996 and were notified of the problem on at least twenty-one occasions through April 21, 1997, when the bolts for the seat belts were finally replaced.

24. The Windstar is defective and fails to conform to its warranty because the latching mechanism for its sliding door broke and has caused difficulty in using the door. Defendants were first notified of this problem on or about September 26, 1995 and were notified of the problem on at least twenty-five occasions through April 21, 1997, when Defendant Dealer refused to do any further work on the vehicle. The defect related to

the Windstar's sliding door continues to exist.

25. In addition to the aforementioned defects, the Windstar had further been subject to recall service by Defendants related to the vehicle's keyless entry, power door locks, and rear vents, from on or about February 16, 1995 to on or about December 18, 1996. Each of these defects caused the Windstar to nonconform with the vehicle's warranty.

26. Plaintiffs have further experienced problems with the Windstar's CD-player, lighter socket, air bags, and noise in the front doors when the vehicle was moving. These problems were experienced from on or about September 26, 1995 through on or about November 4, 1996.

27. The Windstar had been out of service by reason of repairs for a cumulative total of at least 74 calendar days from September 8, 1994 through December 30, 1996. The vehicle had been out of service by reason of repairs for additional days from January 1, 1997 through on or about December 8, 1997. The documents pertaining to the attempts that were made to repair the aforementioned defects to the Windstar are too voluminous to attach hereto.

28. Defendant Dealer has refused to work further on the Windstar and has claimed that there is nothing wrong with vehicle and/or that Plaintiffs are imagining the problems with the Windstar. Defendant Ford supported Defendant Dealer's claims by its actions, inactions, and omissions. In or about March 1997, Plaintiff [REDACTED] applied and attempted to use the Dispute Settlement Board set up by Defendants as an informal dispute resolution mechanism. The Dispute Settlement Board refused to



consider Plaintiff [REDACTED] dispute, which is attached hereto as Exhibit "D." Thereafter Plaintiff [REDACTED] attempted to have the Board reconsider its refusal, which was again denied. A copy of that the second refusal is attached hereto as Exhibit "E."

29. On or about April 24, 1997, Defendant Craig Bohl informed Plaintiff [REDACTED] that he would make sure that the Windstar would never be serviced by Defendant Dealer or Defendant Ford. Beginning or about April 19, 1997, Defendant Craig Bohl began to threaten Plaintiff [REDACTED] with abusive and menacing language. On or about April 24, 1997, Defendant Bohl then threatened Plaintiff [REDACTED] with further menacing language and gestures that he would inflict physical harm to [REDACTED]

30. When purchasing the Windstar, Defendants represented to Plaintiffs that the "Extended Service Plan" attached hereto as Exhibit C was the equivalent to a "bumper to bumper," full warranty coverage for the vehicle. On or about October 30, 1997, when Plaintiffs attempted to have the Windstar serviced for antifreeze and speedometer problems, they learned that what was represented as a full extended warranty was a low grade, very limited plan.

#### COUNT ONE

31. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations above as if reproduced herein.

32. Defendants Ford and Dealer have breached their contractual obligations with Plaintiff [REDACTED] and have breached both express and implied warranties relative

the Windstar including the implied warranty of fitness for a particular purpose and the implied warranty of merchantability, and the express warranties conveyed with the Windstar and subsequently purchased by Plaintiff.

33. As a direct and proximate result of the breach of contract and warranties by Defendants Ford and Dealer, Plaintiff has been damaged in the amount that she has paid for the vehicle, her financing costs, and the cost to repair said vehicle. Plaintiff has also been inconvenienced and has been damaged as set forth herein.

#### COUNT TWO

34. Plaintiff's reaffirm and incorporate all of the allegations contained in the General Allegations and Count one above as if reproduced herein.

35. Defendants' actions as herein alleged with respect to the sale and service of the Windstar constitute a violation of R.C. 1345.71, *et seq.*, the Ohio Lemon Law.

36. The Windstar did not conform to its applicable express warranty due to the aforementioned defects.

37. Plaintiff reported the Windstar's nonconformities related to its transmission, fuel economy, steering and suspension, brakes, anti-lock brake system, and windshield wipers within one year following the date of delivery and during the first 18,000 miles registered on the odometer, but Defendants have failed to conform the vehicle to its express warranties.

38. Defendants have failed to remedy and repair the aforementioned defects, all in violation of R.C. 1345.72.

39. In addition, Defendants have made eight or more attempts to repair defects

related to the Windstar's transmission, fuel economy, steering and suspension, brakes, and anti-lock brake system, which defects continue to exist and which defects substantially impair the use and value of the motor vehicle to Plaintiffs. Accordingly, the Windstar is a Lemon, as defined in R.C. 1345.71(E) and R.C. 1345.73(A)&(C).

40. Further, the Windstar has been out of service by reason of repair for a cumulative total of more than thirty days. Accordingly, the Windstar is a Lemon, as defined in R.C. 1345.71(E) and R.C. 1345.73(B).

41. Further, the defects related to the Windstar's transmission, steering and suspension, brakes, and anti-lock brake system are conformities that are likely to cause death or serious bodily injury if the vehicle is driven and continues to exist.

Accordingly, the Windstar is a Lemon, as defined in R.C. 1345.71(B) and R.C. 1345.73(D).

42. Plaintiff [REDACTED] is entitled to a refund of the full purchase price of the vehicle including all incidental fees, costs, charges, financing costs, and taxes as well as reasonable attorney's fees, costs of this action, and/or a new, replacement vehicle.

### COUNT THREE

43. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, and Count Two above as if reproduced herein.

44. The acts of Defendants Dealer and Ford related to sale and service of the Windstar as herein alleged constitute unfair, deceptive, and unconscionable acts and practices in violation of R.C. 1345.02 and R.C. 1345.03 of the Ohio Consumer Sales Practices Act.

45. Defendants knowingly committed said unfair, deceptive, and unconscionable actions and practices in violation of the Ohio Consumer Sales Practices Act, by making misrepresentations relative to the Windstar's performance, characteristics, and reliability. Further, Defendants misrepresented the nature of the defects related to the Windstar by saying that Plaintiffs were imaging the problems and that the defects did not exist. Defendants further misrepresented and misled Plaintiffs to their detriment as to the quality and coverage of the extended warranted they had purchased. Defendants' conduct had the likelihood of inducing in the mind of Plaintiff a belief that is not in accord with facts.

46. As a direct and proximate result of Defendants' violation of R.C. 1345.01, *et seq.*, Plaintiff [REDACTED] is entitled to treble damages actually sustained, including an award of reasonable attorneys fees and interest.

#### COUNT FOUR

47. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, Count Two, and Count Three above as if reproduced herein.

48. The Conduct of Defendants as alleged herein breached the express and implied warranties of the Windstar that protect Plaintiff [REDACTED] under the Magnuson-Moss Warranty Act, 15 U.S.C. § 3201, *et seq.*, entitling Plaintiff to compensation.

#### COUNT FIVE

49. Plaintiffs reaffirm and incorporate all of the allegations contained in the

General Allegations, Count One, Count Two, Count Three, Count Four above as if reproduced herein.

50. Defendants' Ford and Dealer owed a duty to Plaintiffs to competently and correctly repair the Windstar.

51. Defendants intentionally and/or negligently failed to repair the Windstar's brakes, directly and proximately causing injury to Plaintiff [REDACTED] as herein alleged, and has directly and proximately caused further damage to the Windstar owned by Plaintiff [REDACTED] thereby affecting its value and safety. Defendant Ford demonstrated a pattern of failing to oversee or verify the work quality of Defendant Dealer.

52. As a direct and proximate result of the conduct of Defendant Ford and Defendant Dealer, [REDACTED] suffered injury to his right knee was forced to incur medical expenses and will be forced to incur surgery. Plaintiff [REDACTED] ability to live free and work free from pain, discomfort, disability, and restriction has been impaired. Defendants' negligence proximately caused Plaintiff to suffer severe emotional distress and anguish.

53. As a further direct and proximate result of Defendant's negligence, Plaintiff [REDACTED] has been caused to lose time from his employment, to suffer a loss of earnings and of earning capacity.

#### COUNT SIX

54. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, Count Two, Count Three, Count Four, and Count Five

above as if reproduced herein.

55. On or about July 1, 1997, Plaintiff [REDACTED] was operating the Windstar, manufactured by Defendant Ford, in a reasonable and foreseeable manner when he injured his right knee as a direct and proximate result of Defendant Ford's negligent design and/or manufacture of said brakes.

56. Defendant Ford was negligent in one or more of the following ways: in the design, development, and specification of the brakes on the Windstar; in the manufacture or assembly of the brakes; in failing to adequately test the brakes; in failing to warn lawful users of the Windstar of the dangerous condition of the brakes; in failing to recall or repair the brakes of the Windstar when it knew or should have known the dangerous capacities and propensities of said brakes; in placing said brakes into the stream of commerce when it knew or should have known of its dangerous capacities or propensities; or in its other acts and omissions toward Plaintiff.

57. As a direct and proximate result of Defendant Ford's negligence, Plaintiff [REDACTED] was injured as alleged herein.

#### COUNT SEVEN

58. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, Count Two, Count Three, Count Four, Count Five, and Count Six above as if reproduced herein.

59. The brakes of the Windstar manufactured by Defendant Ford were defective in its manufacture and/or its construction, design and/or formulation, and/or by inadequate warning and/or instruction under R.C. 2307.74, R.C. 2307.75, and R.C.

2307.76, and other applicable law, thereby making Defendant Ford strictly liable to [REDACTED] for the aforesaid injuries he sustained to his right knee.

60. As a direct and proximate result of the defective product, Plaintiff [REDACTED] was injured as alleged herein and is entitled to be compensated by Defendant Ford.

#### COUNT EIGHT

61. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, Count Two, Count Three, Count Four, Count Five, Count Six, and Count Seven above as if reproduced herein.

62. The conduct of Craig Bohl as alleged herein in or about April 1997, in threatening Plaintiff [REDACTED] that the Windstar would never be repaired by Defendant Dealer and Defendant Ford constitutes tortious interference with the contract of Plaintiff [REDACTED] with Dealer and Ford for the vehicle's warranties and extended service plan and her right to have the Windstar repaired by Dealer and Ford.

63. The conduct of Defendant Craig Bohl alleged herein in or about April 1997, in threatening Plaintiff [REDACTED] placed Plaintiff [REDACTED] in imminent fear of harmful touching or contact from Defendant Bohl. Defendant Bohl's conduct caused Plaintiff [REDACTED] to suffer emotional distress, mental anguish, and humiliation for which he is entitled to be compensated.

64. Defendant Bohl's conduct as herein alleged was malicious, willful, and wanton, and was designed to encourage Plaintiffs not to pursue repairs to the defective Windstar.

65. Defendant Bohl was employed by and was acting in his capacity as a service manager at Defendant Dealer when he engaged in the aforementioned conduct.

66. Defendant Dealer condoned, supported, participated in, and/or ratified the conduct of Defendant Bohl. Defendant Dealer is responsible for the above alleged conduct of Defendant Bohl for which Plaintiff has suffered damages previously alleged.

67. Defendant Dealer negligently hired Defendant Bohl and/or negligently failed to supervise Defendant Bohl to prevent such conduct.

#### COUNT NINE

68. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, Count Two, Count Three, Count Four, Count Five, Count Six, Count Seven, and Count Eight above as if reproduced herein.

69. Plaintiff [REDACTED] is the wife of Plaintiff [REDACTED] Plaintiff [REDACTED] has been deprived the full use of services of her husband. She has been deprived of the society, companionship, and assistance of her husband as a direct and proximate result of the following acts: the intentional and/or negligent conduct of Defendant Dealer and Defendant Ford in failing to repair the brakes of the Windstar; the negligence and/or strict liability of Defendant Ford in failing to manufacture a safe product; the intentional tort of Defendant Bohl in assaulting her husband; the intentional and/or negligent conduct of Defendant Dealer that condoned, supported, participated in, and/or ratified the conduct of Defendant Bohl; the negligence of Defendant Dealer in hiring or failing to supervise Defendant Bohl.

70. As a direct and proximate result of this conduct, Plaintiff [REDACTED] is



entitled to recover damages.

### COUNT TEN

71. Plaintiffs reaffirm and incorporate all of the allegations contained in the General Allegations, Count One, Count Two, Count Three, Count Four, Count Five, Count Six, Count Seven, Count Eight, and Count Nine above as if reproduced herein.

72. Plaintiffs hereby challenge the constitutionality of the Ohio Tort Reform Law which Defendants may rely on to limit their liability and/or Plaintiff's ability to obtain damages.

**WHEREFORE, Plaintiffs demand Judgment against Defendants, as follows:**

1. Judgment against Defendants Ford and Dealer, jointly and severally, for the rescission of the transaction, including a refund to Plaintiff [REDACTED] of the entire purchase price of the Windstar including her past, present, and future financing expenses attendant to the financing of the Windstar; refund of all repair costs and replacement costs, an award of all incidental and out-of-pocket expenses incurred, and for reasonable attorneys fees under R.C. 1345.75(A);

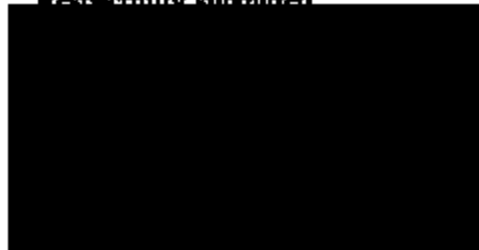
2. Judgment against Defendants Ford and Dealer, jointly and severally, for Plaintiff [REDACTED] in the amount of three times her actual damages pursuant to Ohio Revised Code Section 1345.09(B); costs and reasonable attorney's fees pursuant to Ohio Revised Code Section 1345.09(F)(2); plus interest, and such other relief as this Court deems proper;

3. Judgment against Defendants Ford and Dealer, jointly and severally, in an amount that will fully and fairly compensate them pursuant to the laws of Ohio, together

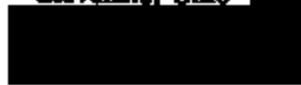
with interest, costs of this action, reasonable attorney's fees, and such other relief to which Plaintiffs may be entitled either at law or in equity, plus a fair and reasonable amount for punitive damages;

4. Judgment against Defendants Bohl and Dealer, jointly and severally, in an amount that will fully and fairly compensate them pursuant to the laws of Ohio, together with interest, costs of this action, reasonable attorney's fees, and such other relief to which Plaintiffs may be entitled either at law or in equity, plus a fair and reasonable amount for punitive damages.

Respectfully submitted,



Cleveland, Ohio



**JURY DEMAND**

Plaintiffs hereby demand a trial by jury in this action.





NEW OR USED CAR BUYERS ORDER  
**E. CLARKE FORD, INC.**

(REFERRED TO AS CLARKE)  
5716 Darrow Road • HUDSON, OHIO 44238  
Hudson-Akron 855-2121 • Cleveland 858-3839  
1-800-448-5425



CONTROL  
IBER 4816930

DEAL NO. 95661  
STOCK NO. 101205  
DATE 06 JUN 1994  
PHONE

**EXHIBIT A**

PURCHASER: [REDACTED] ADDRESS: [REDACTED] CITY: CLEVELAND COUNTY: CUYAHOGA STATE: OH

I HEREBY AGREE TO PURCHASE FROM CLARKE UNDER THE TERMS AND CONDITIONS SPECIFIED, THE FOLLOWING:

NEW  DEMO  USED YEAR 95 MAKE FORD MODEL MUSTANG TYPE HDX COLOR BROWN  
SERIAL NO. 2FMDA5T44S [REDACTED] COASTAL REGION ( 7 ) THIS MODEL REFLECTS THE ACTUAL RELEASE LABELS FOR IS APPROVED

SALESMAN: PATTAS, ROBERT B.B.M. D.O.B. DEALER PRICE 20300.00

SCAPCO CODE DEALER INSTALLED EQUIPMENT  
 I UNDERSTAND THE "CASH PRICE" OF THE VEHICLE WAS RAISED \$ TO COVER NEGATIVE EQUITY IN THE TRADE-IN  
 CUSTOMER AGREES TO PAY ANY DIFFERENCE IN ACTUAL PAYOFF AND ESTIMATED PAYOFF USED TODAY.  
X

REMARKS:

DOO FEE	36.00
TOTAL TAXABLE PRICE	20330.00
TRADE IN ALLOWANCE	( )
CASH ON DELIVERY	20330.00
COUNTY SALES TAX	7.0000
TITLE	1834.75
TRANSFER	19.25
TOTAL CASH DIFFERENCE	21884.00
PAYOFF	
E.A.P.	1599.00
TOTAL DUE	23479.00
CASH DEPOSIT/PARTIAL PAYMENT	
FACTORY REBATE FEE	
FACTORY REBATE FEE	
CASH ON DELIVERY	
NET BALANCE DUE	23479.00

TRADE IN 1 2 MAKE AND MODEL	YEAR TO RISE	MODEL	CASH ON DELIVERY	20330.00
YEAR TO SERIAL NO.	COLOR	1 OR 2 OR 3 OR 4 OR 5 OR 6 OR 7 OR 8 OR 9 OR 10 OR 11 OR 12 OR 13 OR 14 OR 15 OR 16 OR 17 OR 18 OR 19 OR 20 OR 21 OR 22 OR 23 OR 24 OR 25 OR 26 OR 27 OR 28 OR 29 OR 30 OR 31 OR 32 OR 33 OR 34 OR 35 OR 36 OR 37 OR 38 OR 39 OR 40 OR 41 OR 42 OR 43 OR 44 OR 45 OR 46 OR 47 OR 48 OR 49 OR 50 OR 51 OR 52 OR 53 OR 54 OR 55 OR 56 OR 57 OR 58 OR 59 OR 60 OR 61 OR 62 OR 63 OR 64 OR 65 OR 66 OR 67 OR 68 OR 69 OR 70 OR 71 OR 72 OR 73 OR 74 OR 75 OR 76 OR 77 OR 78 OR 79 OR 80 OR 81 OR 82 OR 83 OR 84 OR 85 OR 86 OR 87 OR 88 OR 89 OR 90 OR 91 OR 92 OR 93 OR 94 OR 95 OR 96 OR 97 OR 98 OR 99 OR 00	COUNTY SALES TAX	7.0000
STOCK #	OPTIONS	1 OR 2 OR 3 OR 4 OR 5 OR 6 OR 7 OR 8 OR 9 OR 10 OR 11 OR 12 OR 13 OR 14 OR 15 OR 16 OR 17 OR 18 OR 19 OR 20 OR 21 OR 22 OR 23 OR 24 OR 25 OR 26 OR 27 OR 28 OR 29 OR 30 OR 31 OR 32 OR 33 OR 34 OR 35 OR 36 OR 37 OR 38 OR 39 OR 40 OR 41 OR 42 OR 43 OR 44 OR 45 OR 46 OR 47 OR 48 OR 49 OR 50 OR 51 OR 52 OR 53 OR 54 OR 55 OR 56 OR 57 OR 58 OR 59 OR 60 OR 61 OR 62 OR 63 OR 64 OR 65 OR 66 OR 67 OR 68 OR 69 OR 70 OR 71 OR 72 OR 73 OR 74 OR 75 OR 76 OR 77 OR 78 OR 79 OR 80 OR 81 OR 82 OR 83 OR 84 OR 85 OR 86 OR 87 OR 88 OR 89 OR 90 OR 91 OR 92 OR 93 OR 94 OR 95 OR 96 OR 97 OR 98 OR 99 OR 00	TITLE	1834.75
AMOUNT	GOOD TITLE	DATE BY	TRANSFER	19.25
ADDRESS	ACCT. NO.	VERIFIED BY	TOTAL CASH DIFFERENCE	21884.00
YEAR TO SERIAL NO.	COLOR	1 OR 2 OR 3 OR 4 OR 5 OR 6 OR 7 OR 8 OR 9 OR 10 OR 11 OR 12 OR 13 OR 14 OR 15 OR 16 OR 17 OR 18 OR 19 OR 20 OR 21 OR 22 OR 23 OR 24 OR 25 OR 26 OR 27 OR 28 OR 29 OR 30 OR 31 OR 32 OR 33 OR 34 OR 35 OR 36 OR 37 OR 38 OR 39 OR 40 OR 41 OR 42 OR 43 OR 44 OR 45 OR 46 OR 47 OR 48 OR 49 OR 50 OR 51 OR 52 OR 53 OR 54 OR 55 OR 56 OR 57 OR 58 OR 59 OR 60 OR 61 OR 62 OR 63 OR 64 OR 65 OR 66 OR 67 OR 68 OR 69 OR 70 OR 71 OR 72 OR 73 OR 74 OR 75 OR 76 OR 77 OR 78 OR 79 OR 80 OR 81 OR 82 OR 83 OR 84 OR 85 OR 86 OR 87 OR 88 OR 89 OR 90 OR 91 OR 92 OR 93 OR 94 OR 95 OR 96 OR 97 OR 98 OR 99 OR 00	PAYOFF	
STOCK #	OPTIONS	1 OR 2 OR 3 OR 4 OR 5 OR 6 OR 7 OR 8 OR 9 OR 10 OR 11 OR 12 OR 13 OR 14 OR 15 OR 16 OR 17 OR 18 OR 19 OR 20 OR 21 OR 22 OR 23 OR 24 OR 25 OR 26 OR 27 OR 28 OR 29 OR 30 OR 31 OR 32 OR 33 OR 34 OR 35 OR 36 OR 37 OR 38 OR 39 OR 40 OR 41 OR 42 OR 43 OR 44 OR 45 OR 46 OR 47 OR 48 OR 49 OR 50 OR 51 OR 52 OR 53 OR 54 OR 55 OR 56 OR 57 OR 58 OR 59 OR 60 OR 61 OR 62 OR 63 OR 64 OR 65 OR 66 OR 67 OR 68 OR 69 OR 70 OR 71 OR 72 OR 73 OR 74 OR 75 OR 76 OR 77 OR 78 OR 79 OR 80 OR 81 OR 82 OR 83 OR 84 OR 85 OR 86 OR 87 OR 88 OR 89 OR 90 OR 91 OR 92 OR 93 OR 94 OR 95 OR 96 OR 97 OR 98 OR 99 OR 00	E.A.P.	1599.00
AMOUNT	GOOD TITLE	DATE BY	TOTAL DUE	23479.00
ADDRESS	ACCT. NO.	VERIFIED BY	CASH DEPOSIT/PARTIAL PAYMENT	
YEAR TO SERIAL NO.	COLOR	1 OR 2 OR 3 OR 4 OR 5 OR 6 OR 7 OR 8 OR 9 OR 10 OR 11 OR 12 OR 13 OR 14 OR 15 OR 16 OR 17 OR 18 OR 19 OR 20 OR 21 OR 22 OR 23 OR 24 OR 25 OR 26 OR 27 OR 28 OR 29 OR 30 OR 31 OR 32 OR 33 OR 34 OR 35 OR 36 OR 37 OR 38 OR 39 OR 40 OR 41 OR 42 OR 43 OR 44 OR 45 OR 46 OR 47 OR 48 OR 49 OR 50 OR 51 OR 52 OR 53 OR 54 OR 55 OR 56 OR 57 OR 58 OR 59 OR 60 OR 61 OR 62 OR 63 OR 64 OR 65 OR 66 OR 67 OR 68 OR 69 OR 70 OR 71 OR 72 OR 73 OR 74 OR 75 OR 76 OR 77 OR 78 OR 79 OR 80 OR 81 OR 82 OR 83 OR 84 OR 85 OR 86 OR 87 OR 88 OR 89 OR 90 OR 91 OR 92 OR 93 OR 94 OR 95 OR 96 OR 97 OR 98 OR 99 OR 00	FACTORY REBATE FEE	
STOCK #	OPTIONS	1 OR 2 OR 3 OR 4 OR 5 OR 6 OR 7 OR 8 OR 9 OR 10 OR 11 OR 12 OR 13 OR 14 OR 15 OR 16 OR 17 OR 18 OR 19 OR 20 OR 21 OR 22 OR 23 OR 24 OR 25 OR 26 OR 27 OR 28 OR 29 OR 30 OR 31 OR 32 OR 33 OR 34 OR 35 OR 36 OR 37 OR 38 OR 39 OR 40 OR 41 OR 42 OR 43 OR 44 OR 45 OR 46 OR 47 OR 48 OR 49 OR 50 OR 51 OR 52 OR 53 OR 54 OR 55 OR 56 OR 57 OR 58 OR 59 OR 60 OR 61 OR 62 OR 63 OR 64 OR 65 OR 66 OR 67 OR 68 OR 69 OR 70 OR 71 OR 72 OR 73 OR 74 OR 75 OR 76 OR 77 OR 78 OR 79 OR 80 OR 81 OR 82 OR 83 OR 84 OR 85 OR 86 OR 87 OR 88 OR 89 OR 90 OR 91 OR 92 OR 93 OR 94 OR 95 OR 96 OR 97 OR 98 OR 99 OR 00	FACTORY REBATE FEE	
AMOUNT	GOOD TITLE	DATE BY	CASH ON DELIVERY	
ADDRESS	ACCT. NO.	VERIFIED BY	NET BALANCE DUE	23479.00

**CLARKE — STATEMENT AND DISCLAIMER OF WARRANTY**

USED VEHICLE: 30% discount on Parts and Labor for 30 days or 1000 miles, whichever occurs first. SEE REVERSE SIDE FOR TEXT OF LIMITED WARRANTY.  
 USED VEHICLE "AS IS": THIS USED MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESS OR IMPLIED WITH THE EXCEPTION OF ANY EXTENDED SERVICE CONTRACT WHICH IS SOLD OR THE BALANCE OF A MANUFACTURER'S WARRANTY, WHERE APPLICABLE. THE PURCHASER WILL BEAR THE ENTIRE BURDEN OF REPAIRS OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE. CLARKE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS SALE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEW VEHICLE: DISCLAIMER ON WARRANTY ALL WARRANTIES ON THIS PRODUCT, OR PRODUCTS, IF ANY, ARE THOSE OF THE MANUFACTURER. THE SELLER, CLARKE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH THE EXCEPTION OF ANY EXTENDED SERVICE CONTRACT WHICH IS SOLD. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CLARKE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF THE MANUFACTURER'S WARRANTY.

I ACKNOWLEDGE RECEIPT OF THIS STATEMENT.  
SIGNATURE OF PURCHASER X

I ACKNOWLEDGE  
SIGNATURE OF SALESMAN X

Purchaser has read all of the provisions on both the front and reverse side of this order. The Purchaser agrees that all such provisions are part of this Order and that this Order supersedes any prior agreement and is the complete and exclusive agreement as to the subject matter covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of legal age or older, has received a true copy of this order, and no credit has been extended except as stated above.

PURCHASER: [REDACTED] SALESMAN: [REDACTED] MANAGER'S APPROVAL: [Signature] DELIVERY DATE: \_\_\_\_\_

SYLVIA J SAIKUS

101305

CUSTOMER'S NAME

STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I T E CLARKE FORD INC (transferor's name, Print)  
(SELLER)

state that the odometer now reads \_\_\_\_\_<sup>7</sup> (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

MAKE FORD	MODEL WINOSTAR	BODY TYPE WGN
VEHICLE IDENTIFICATION NUMBER 2FMDA6Y44SE		YEAR 1996

*[Signature]*  
TRANSFEROR'S SIGNATURE (SELLER)

T E CLARKE FORD INC

PRINTED NAME

5715 DARROW ROAD

TRANSFEROR'S ADDRESS (STREET) (SELLER)

HUDSON, OH 44236

CITY STATE ZIP CODE

06 JUN 1994

DATE OF STATEMENT

TR \_\_\_\_\_

PRINTED NAME

TRANSFEREE'S NAME (BUYER)

TRANSFEREE'S ADDRESS (STREET) (BUYER)

EUCLID OH

CITY STATE ZIP CODE

AADA 4/89

WHITE (TITLE COPY)

YELLOW (BUYERS COPY)

PINK (SELLER'S COPY)

**National City  
Bank**

**FIXED RATE SIMPLE INTEREST - NOTE AND SECURITY AGREEMENT**

BRANCH City OH Date 05/16/84

(1) DEBTOR

Address

City

State & Zip

**EXHIBIT B**

**12 Terms of Payment**

FOR VALUE RECEIVED, I, the Debtor, promise to pay to the order of NATIONAL CITY BANK, 1900 East Ninth Street, Cleveland, Ohio ("Bank"), the principal sum of Twenty Six Thousand Fifty and 00/100 Dollars, together with interest on the principal sum outstanding from time to time at the rate of 6.324 percent per annum. The principal sum hereof, together with interest thereon, is payable in 60 consecutive monthly installments of 715.00 (Five Hundred Fifteen and 00/100 Dollars (\$715.00)) each, commencing on the 27 day of June 1984, and continuing on the same day of each month thereafter, until paid.

**13 Description of Goods or Real Estate Securing Payment ("Property")**  
1972 FORD MUSTANG

YEAR, MAKE, MODEL	NEW OR USED	MANUFACTURER'S SERIAL NUMBER
1972		3RMD17A...

**14 Loan Use**

I represent to Bank that the loan proceeds are to be used as follows (state purpose, and if goods or services are to be purchased, or state giving name and address of seller): AUTOMOBILE

**15 Description of Proceeds**

Bank is authorized to disburse loan proceeds as indicated in the Inventory of the Article Pledged.

**16 Inventory Agreement**

I warrant that the Property shall be obtained by me. I may obtain the goods through whom such interests in obtained. I may not obtain such interests from Bank. Without written consent of Bank, I may not sell or otherwise dispose of or attempt to sell or otherwise dispose of the Property. If this loan is secured by other than a real estate mortgage, I agree to assign my security interest in the Property to the Bank. I agree to execute and deliver to the Bank a deed of assignment of my security interest in the Property, together with all other documents necessary to perfect the Bank's security interest in the Property. I agree to execute and deliver to the Bank all documents necessary to perfect the Bank's security interest in the Property. I agree to pay Bank the proceeds of the sale of the Property, less the cost of such sale, to the extent of any amount advanced to me by the Bank. I agree that in no case shall I be entitled to any proceeds of such sale in excess of the amount advanced to me by the Bank. The proceeds of such sale shall be held in trust by the Bank for the payment of the principal and interest on the loan secured by this Agreement. I agree that in no case shall I be entitled to any proceeds of such sale in excess of the amount advanced to me by the Bank. The proceeds of such sale shall be held in trust by the Bank for the payment of the principal and interest on the loan secured by this Agreement. I agree that in no case shall I be entitled to any proceeds of such sale in excess of the amount advanced to me by the Bank.

**17 Payment of Interest**

I warrant that the principal sum of this Note is whole or in part of any sum or from time to time, but if such payment is in full, such payment shall be subject to a prepayment charge of 1% of the outstanding balance at the time of prepayment. If this Note is secured by real estate, such prepayment charge shall apply only if prepayment is full and occurs during the first thirty (30) months of the term of this Note. Prepayments shall be applied to the monthly payment in the order of their maturity and shall be applied first against accrued but unpaid interest on the principal sum payable, then to principal. In the event of prepayment, interest on the sum prepaid shall be computed on the basis of 360-day year, but calculated on actual days.

**18 Late Charge**

If I am in default in the payment of any installment or if I am in default in the payment of the whole amount outstanding hereunder, I agree to pay Bank interest on the remaining balance of the installment rate in effect at the time of acceleration. If I am more than 120 days late in paying an installment and Bank does not require immediate payment of the whole amount outstanding hereunder, I promise to pay Bank a late charge of ten percent (10%) of the monthly payment, or portion thereof, then due with a maximum charge of \$25.

**19 Security for Debt**

I give Bank a security interest in the Property described, together with all other interests in such interests described, to secure the payment of my obligations under this Agreement. If the Property is not my principal residence, Bank shall have a security interest in the Property for all other obligations now or hereafter owing by me to Bank. However, if Bank now has any other lien on my principal residence as security for some obligation, Bank shall not have a security interest in the Property.

**20 Default**

I will be in default on this Agreement if I do not pay an installment on time or do not pay on time any other obligations owing by me to Bank or any other person or entity by legal process or any other means or do not comply with any other obligations of this Agreement. I will be in default if I do not pay on time any other obligations owing by me to Bank or any other person or entity by legal process or any other means or do not comply with any other obligations of this Agreement. I will be in default if I do not pay on time any other obligations owing by me to Bank or any other person or entity by legal process or any other means or do not comply with any other obligations of this Agreement. I will be in default if I do not pay on time any other obligations owing by me to Bank or any other person or entity by legal process or any other means or do not comply with any other obligations of this Agreement.

**21 Warranties**

I warrant that all information provided to Bank is true and complete, and that I am a natural person at least eighteen (18) years of age and fully competent to enter into contracts.

**22 Other Provisions**

I warrant that (1) I will keep the Property insured and in good condition and will promptly pay all taxes and license fees, and all repair, maintenance and preservation costs pertaining to the Property or upon Bank's request, I will promptly deposit with Bank the title to the Property or any other documents that may be needed to perfect the security interest; (2) I will promptly notify Bank of any change of address. Without Bank's prior written approval, I will not sell, lease, or otherwise dispose of, or permit any other person to sell or otherwise dispose of, the Property, nor will I permit any other person to sell or otherwise dispose of the Property; (3) the Property will be conveyed to Ohio law; (4) I will not use the Property for any illegal purpose; (5) if the Property is secured property, it will not be so attached or allowed to be real property that it becomes a fixture without the Bank's prior written consent; (6) if this Agreement is signed or guaranteed by more than one person, all debtors and guarantors of payment are jointly and severally responsible for payment of the indebtedness evidenced by this Agreement. Bank can from time to time assign the terms of payment of the principal and interest on the loan to any other person or entity without notifying or obtaining any other signature of guarantor or assignor of payment. Bank may assign any or all of the terms of payment of the principal and interest on the loan to any other person or entity without notifying or obtaining any other signature of guarantor or assignor of payment. Bank may assign any or all of the terms of payment of the principal and interest on the loan to any other person or entity without notifying or obtaining any other signature of guarantor or assignor of payment.

**NOTICE TO CONSUMER**

You are being asked to guarantee this debt by signing below. Think carefully before you do. If the borrower doesn't pay the debt, you will have to pay it. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The smaller the dollar debt from you without being asked to collect from the borrower. The smaller you was the same collection expense against you to be held against the borrower, such as filing you, guaranteeing your signature, etc. If the debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt. The undersigned acknowledges receipt of this notice prior to becoming obligated.

**23 Copy Received**

I agree to all provisions of this Agreement, and acknowledge that I have read and understand the same. I agree to execute and deliver to the Bank all documents necessary to perfect the Bank's security interest in the Property.

STYLIA J. BAILEY Date 05/16/84

**GUARANTY OF PAYMENT - WAIVER OF RIGHTS**

DATED 05/15/94

DEBTOR(S)

Address

City

State, Zip

EDUCID

OH

**Disclosure Statement**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid the Bank after you have made all payments as scheduled.
7.02 %	\$ 4,989.69	\$ 26,000.91	\$ 30,990.60

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
060	516.51	Monthly Beginnings 06/29/94

Insurance: Credit Life insurance and Credit Disability insurance are not required to obtain credit, and will not be provided unless you sign below agreeing to pay the additional cost.

TYPE	TERM	PREMIUM
<input checked="" type="checkbox"/> Credit Life (Insured Only)*	First 60 Mos	\$ 655.88
<input type="checkbox"/> Credit Life (Insured/Joint Insured)*	First Mos	\$
<input checked="" type="checkbox"/> Credit Disability (Insured Only)*	First 60 Mos	\$ 1,407.00

\*The amount of the insurance may not cover the full loan amount. See your insurance certificate for a full description of the insurance coverage.

I declare: [Signature] Signature of Insured [Signature] Signature of Joint Insured

You may obtain property insurance from anyone you want that is acceptable to Bank.  
Security: You are giving a security interest in any unsecured premiums on track insurance financed and: 1995 FORD WINDSTAR

In any case, collateral securing other loans with Bank may also secure this loan.  
Filing fee (fee to Public Officials): \$  
Late Charge: If a payment is late, you will be charged 10% of the monthly payment then due or \$38.00, whichever is less.  
Prepayment: If you pay off early, you may have to pay a penalty.  
Assumption: Someone buying the property securing this loan cannot assume the remainder of the loan on the original terms.  
"e" - means estimate. "na" - means not applicable.  
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

**Itemization of the Amount Financed:**

\$ 26,000.91	Amount Financed	\$ 23,938.03	Creditor <u>M. V. CLARKE FORD</u>
\$	Amount given to you directly	\$	Creditor
\$	Amount paid on your account	\$	Creditor
\$	Amount paid to others on your behalf:	\$	Creditor
\$	Fee to Public Officials	\$	Creditor
\$	Title Examination Fee	\$	Creditor
\$	Appraisal	\$ 23,938.03	Total*
\$ 2,052.58	Optional Credit Insurance	\$	
\$ 23,938.03	*Total Paid Creditor(s)	\$ 50.00	Prepaid Finance Charge (Processing Fee)
\$	Property Report	\$	
\$	Other (Describe):	\$	

**Copy Received:**

I acknowledge that I received a copy of this Disclosure Statement with all applicable blanks completed before I signed below.  
[Signature] \_\_\_\_\_ Date \_\_\_\_\_  
 Type or print name of Debtor  
[Signature] \_\_\_\_\_ Date \_\_\_\_\_  
 Type or print name of Creditor  
 Creditor's Signature  
 Date

# Application for Contract Ford new and used vehicle plans Non-Ford used vehicle plans



**EXHIBIT C**

Micro Number \_\_\_\_\_

2 F M D 4 5 1 4 4 [Shaded Area]  
 Vehicle Identification Number (VIN)  
 Certificate Number (Shaded Area)

## Plan Information

### NEW ESP PLANS

New PowertrainCARE (\$50 Deductible)  New RentsCARE (\$0 Deductible)

New ExtraCARE (\$50 Deductible)  New MaintenanceCARE (\$0 Deductible)

New PremiumCARE (\$50 Deductible) \_\_\_\_\_

Options (New Plans)

\$0 Deductible Option  First Day Rental Option (2-Days Rental for MaintenanceCARE)

### USED ESP/ESC PLANS

Used PowertrainCARE (\$100 Deductible)

Used BaseCARE (\$100 Deductible)

Used ExtraCARE (\$100 Deductible)

Option (Used Plans)

\$50 Deductible Option

### TIME/MILEAGE SELECTION

Please refer to the ESP Pricing Guide for Time/Mileage availability.

Plan Months: 72 Plan Miles (no tenths): 100000

MaintenanceCARE Time/Mileage

Plan Months: \_\_\_\_\_ Plan Miles (no tenths): \_\_\_\_\_

### Vehicle Features (Incurring surcharges)

Diesel  SHO, Turbo, Rotary Supercharger, Used Full-Size 4x4  Police, Taxi Cab, Emergency, Commuter Transportation, or Commercial Delivery Vehicles (New Vehicle Plans Only)

### Price of ESP Coverage

Please include any applicable tax and charges for options and features. \$1595-

## Non-Ford Vehicle Information

1 Vehicle Make: \_\_\_\_\_ Year: \_\_\_\_\_

2 Model: \_\_\_\_\_

3 Transmission:  Auto  Manual

4 Air Conditioner:  Yes  No

5 Power Steering:  Yes  No

vs Axles:  Front  Rear  4x4

## Customer Information

Initials: \_\_\_\_\_

Street Address: \_\_\_\_\_

## Expiration Information

WSD/Signature Date: \_\_\_\_\_ Current Miles (no tenths): \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Expiration Miles: \_\_\_\_\_

MaintenanceCARE Expiration Date: \_\_\_\_\_ MaintenanceCARE Expiration Miles (no tenths): \_\_\_\_\_

EUCLID \_\_\_\_\_ 0 H \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Phone Number: \_\_\_\_\_ Lienholder: \_\_\_\_\_

- NOTE:**
- This is an Application for Contract only. Coverage is not valid until accepted by ESP Headquarters.
  - Use this form for repair of covered components until you receive your membership card and contract provisions. Refer to the Sales Brochure for specific plan information. Please verify Vehicle Identification Number (VIN) shown above for accurate registration of your vehicle.
  - If your membership card and contract provisions are not received within 60 days at the address shown above, contact your selling dealership.

## Dealership Information

T E CLARKE FORD INC  
 Dealership Name: \_\_\_\_\_  
 Dealership Address: \_\_\_\_\_  
 Dealership Signature: \_\_\_\_\_  
 P & A Code (including check digit): 1 2 3 4 7 3

Check for:

Ten-Month Payment Plan

Five-Month Payment Plan

Do NOT DRE Payment Plan contracts

Ford Extended Service Plan  
 Service Contract Administration Unit  
 P.O. Box 1909  
 Dearborn, Michigan 48121

Do NOT send the white copy of this form to ESP Headquarters, if registered by DRE.

## CONTRACT PROVISIONS AND MEMBERSHIP CARD

When this application form has been accepted, ESP Headquarters and registered, Contract Provisions and a membership card will be issued to you. The Contract Provisions detail the plan policies and component coverage. The membership card provides expiration and deductible information. If you have not received your provisions and membership card within 60 days, contact your selling dealership. Please note that this application provides general information only. For specific plan information, refer to your Contract Provisions.

## TERMINATION

This contract may be cancelled within 60 days of signature date for a full refund, less a \$30 processing fee, if a claim has not been filed. After 60 days, or if a claim has been filed, the contract will be cancelled on an Equally Pro-rated Method basis, less a \$30 processing fee. If this plan is expired by time, mileage, or has been transferred, it is not eligible for a refund. See your selling dealer or your Contract Provisions for specific cancellation information and for information regarding Add-On cancellations.

Contracts purchased in the State of California may be cancelled within 60 days of signature date for a full refund, if a claim has not been filed. If a claim has been filed within 60 days, the contract will be refunded on an Equally Pro-rated Method basis. After 60 days, the contract will be refunded on an Equally Pro-rated Method basis, less a \$25 processing fee, if this plan is expired by time, mileage, or has been transferred. It is not eligible for a refund. See your selling dealer or your Contract Provisions for specific cancellation information and for information regarding Add-On cancellations.

## ESC PLAN/NON-FORD VEHICLES

In the event repair or replacement of a defective part covered under this contract has not been completed within 60 days of the filing of a proof of loss with the selling dealership, the purchaser may make direct claim against The American Road Insurance Company, The American Road, Dearborn, Michigan 48121. For contracts on non-Ford vehicles purchased in the State of Texas: The dealership is insured to the extent of its obligation under the Extended Service Contract by a policy of insurance issued to it by Insured Lloyds, P.O. Box 6045, Dearborn, MI 48121. In the event that repair or replacement has not been completed within 60 days of the filing of a proof of loss with the selling dealership, the purchaser may make direct claim against Insured Lloyds.

ESC contracts purchased on non-Ford vehicles in the state of Wyoming is an MBIG Service Contract from The American Road Insurance Company.

## WHERE TO GO FOR REPAIRS

As the seller of the contract, your dealership is interested in your satisfaction. It is recommended, therefore, that you return to your dealership for repair of a covered component. However, covered repairs may be performed at any participating Ford or Lincoln-Mercury dealership in the 50 States and Canada. If you require assistance in receiving covered repairs or locating the nearest Ford or Lincoln-Mercury dealership, Ford/Mercury owners may contact the Ford Customer Assistance Center at 800-332-FORD, (Lincoln Owners 800-521-4140). For non-Ford used vehicles, call ESC Headquarters at 800-331-3288. Covered repairs on a Ford or Lincoln-Mercury vehicle are not to be performed by other than a Ford or Lincoln-Mercury dealership except in an emergency (if your covered vehicle is inoperable and all local Ford and Lincoln-Mercury dealership service departments are closed). Repairs for non-Ford vehicles must be performed also at a Ford or Lincoln-Mercury dealership, unless ESC Headquarters has authorized a referral to another repair shop.

Note: In some cases, the use of Ford Authorized Remanufactured products is required following expiration of the new vehicle limited warranty.

## TRANSFERABILITY

With the consent of the contract purchaser, the remaining ESP coverage may be transferred for a fee to subsequent retail purchasers, provided the contract has not expired by time or mileage and has not been cancelled. Certain restrictions apply. Please contact your dealer for details.

## TRANSPORTATION REIMBURSEMENT

Transportation reimbursement applies only after it has been determined by the repairing dealer that:

- 1) the repair is covered under this ESP/ESC contract; 2) the vehicle is inoperable due to a manufacturer's basic/powertrain warranty or ESP/ESC covered repair; 3) the vehicle must be kept overnight by the repairing dealer. The rental benefit will be provided for rental charges incurred up to the plan limits, \$25/day for up to five days, \$30/day for Lincoln or Mercury vehicles (up to two days for MaintenanceCARE when purchased with the First Day Rental Option or RentalCARE), while the repair is being completed. The replacement vehicle must be rented from a Ford or Lincoln-Mercury dealership or other commercial agency to be eligible for reimbursement. The MaintenanceCARE plan does not provide transportation assistance unless purchased with the First Day Rental Option. Contracts purchased in the state of Hawaii are not eligible for transportation reimbursement. See Certificate of Provisions for information on RentalCARE coverage and the First Day Rental Option.

## TOWING REIMBURSEMENT

If a covered part fails and makes towing necessary, towing costs not paid by insurance will be covered for up to \$45 under all plans except MaintenanceCARE and RentalCARE. Contracts purchased in the State of Hawaii are not eligible for towing reimbursement.

## NOT COVERED UNDER ESP/ESC:

- All items not specifically listed in your Contract Provisions.
- Repairs covered by the New Vehicle Warranty or recalls by the manufacturer.
- Repairs needed to any engine, transmission, or final drive component caused by an aftermarket-installed turbocharger/supercharger.
- For vehicles with diesel engines, repairs needed to any engine, transmission or final drive components equipped with an aftermarket installed turbocharger/supercharger.
- Repairs caused by damage or unreasonable use (damage from road hazards, accident, fire or other casualty, misuse, negligence, racing, or failures caused by modifications or parts not authorized by or supplied by the vehicle manufacturer).
- Damage from the environment (airborne fallout, acts of war, chemical tree sap, salt, hail, windstorm, lightning, road hazards, etc.)
- Repairs resulting from lack of required maintenance (failures caused by the owner neglecting to perform the required maintenance services set forth in the Maintenance Schedule and Record in the Owner's Guide to the vehicle). Proof of maintenance may be required.
- Maintenance service and wear item replacements unless the ESC MaintenanceCARE plan was purchased.
- Service adjustments to and cleaning of a covered component.
- Repairs needed to a covered part caused by the failure of a non-covered part.
- Repairs to the vehicle if the odometer is altered, broken, repaired/replaced so that the actual mileage cannot be determined.
- To the extent allowed by law, loss of use of vehicle, loss of time/inconvenience, commercial loss, consequential damages, and person expenses such as motels, food, gas and mileage.
- Vehicle manufactured for sale outside the 50 States and Canada.
- Repairs to the vehicle performed outside the 50 States and Canada or repairs required because of normal operation outside of the 50 States and Canada.
- Repairs made on or before the enrollment date of this contract.

- Repairs to the vehicle that are required due to a condition that existed prior to sale and would have been obvious during the presale inspection.
- Repairs covered by used plans are limited to the then present N.A.D. trade-in value of the vehicle per repair visit.
- Repairs to a used vehicle when the presale inspection was greater than 60 days prior to sale.
- New and Used Vehicle ESP/ESC contracts may not be valid if new vehicle limited warranties have been voided due to totalled or salvaged vehicle.





**EXTENDED  
SERVICE  
PLAN**

Congratulations [redacted], on the purchase of the 1994 ESP ExtraCARE plan for your vehicle.

2FMDA51445E [redacted] Your plan will expire 06-06-2000 or at 100,000 miles, whichever occurs first.

[redacted]  
EUCLID OH [redacted]

416802980

### EXTENDED SERVICE PLAN PROVISIONS

This is an ESP ExtraCARE service contract between S.J. Saikus and Ford Motor Company. Under this contract, Ford agrees with the Selling Dealership that these are the Plan provisions:

- 1. CONTRACT PERIOD.** This contract begins when the contract is sold to you and provides coverage up to the earlier of 72 months or 100,000 miles from the original warranty start date and zero miles, whichever occurs first. Therefore, this contract expires 06-06-2000 or at 100,000 miles, whichever occurs first, regardless of the date or mileage at the time of agreement purchase.
- 2. CONTRACT CHANGES.** This contract coverage may be changed by you within 18 months or 18,000 miles of the original in-service date or zero miles, whichever occurs first, OR within 90 days of the contract signature date, whichever time period is greater. Please contact your selling dealer for additional information.
- 3. WHERE TO GO FOR REPAIRS.** As the seller of the contract, your dealership is interested in your satisfaction. It is recommended, therefore, that you return to your selling dealership for repair of a covered component. However, covered repairs may be performed at any participating Ford or Lincoln-Mercury dealership in the 50 States and Canada. If you require assistance in receiving covered repairs or locating the nearest Ford or Lincoln-Mercury dealership, Ford/Mercury owners may contact the Ford Customer Assistance Center at 800-392-FORD (Lincoln owners 800-521-4140). Covered repairs on a Ford or Lincoln-Mercury vehicle are not to be performed by other than a Ford or Lincoln-Mercury dealership, except in an emergency (if your covered vehicle is inoperable and all local Ford and Lincoln-Mercury dealership service departments are closed).
- 4. COVERED COMPONENTS.** Components covered by this contract are shown on the reverse side. During the Contract Period, Ford Motor Company agrees that its participating, authorized dealerships will repair or replace covered components found to be defective in factory-supplied materials or workmanship. For each eligible repair visit, you will be charged a \$ 50 deductible by the dealership which you must pay.

5. **REPAIRS.** - All repairs of covered parts **MUST** be made with service parts or remanufactured parts authorized by Ford Motor Company. In some cases, the use of Ford Authorized Remanufactured products is required following expiration of the new vehicle warranty.
6. **CARE OF VEHICLE.** Your vehicle must be properly operated and maintained in accordance with the maintenance schedule in the Maintenance Schedule and Record for the vehicle. Proof of maintenance may be required.
7. **TRANSPORTATION REIMBURSEMENT.** Transportation reimbursement applies only after it has been determined by the repairing dealer that 1) the repair is covered under this ESP/ESC contract; 2) the vehicle is inoperable due to a manufacturer's basic/powertrain warranty or ESP/ESC covered repair; 3) the vehicle must be kept overnight by the repairing dealer. The rental benefit will be provided for rental charges incurred up to the plan limits (\$25/day for up to five days, \$30/day for Lincoln or Mercury vehicles) while the repair is being completed. The replacement vehicle must be rented from a Ford or Lincoln-Mercury dealership or other commercial agency to be eligible for reimbursement.
8. **TOWING REIMBURSEMENT.** If a covered part fails and makes towing necessary, towing costs not paid by insurance will be covered for up to \$45 to the repairing dealership.
9. **TERMINATION.**
- All cancellation requests must be submitted in writing by the purchaser to the selling dealer.
  - The Application for Contract, Provision Certificate, membership card(s) and odometer statement must be included with the request. If the membership card is not available, a written statement to that effect, signed by the purchaser, must be submitted.
  - The customer's refund will be based upon the retail price paid.
  - Refunds will be made to the purchaser or Memberholder by the selling dealer.
  - If this contract is expired by time or mileage or has been transferred, it is not eligible for a refund.
  - Options purchased with the plan cannot be cancelled separately from the ESP contract.

If the request is received within sixty days from contract signature date, the dealership will terminate the agreement and refund the full purchase price, less a \$30 processing fee, provided no claims have been filed under this contract.

If a claim has been filed under this contract within the first sixty days or if the request is received after 60 days from signature date, the refund will be calculated on a partial (Equally Pro-rated Method) basis from the signature date and miles, based on months used or miles used, whichever is greater, and less a \$30 processing fee.

## Parts Coverage Under the ESF ExtraCARE Plans

### Covered Parts

\* Found to be defective within the time and mileage provisions of a Plan selected, certain parts of the following components are covered:

- **Engine** - Cylinder block and all internal lubricated parts, seals and gaskets, cylinder heads, manifold (exhaust), manifold (intake), factory-installed turbocharger/supercharger unit, timing gears (chain or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing, gas fuel injectors and lines, harmonic balancer and belt, diesel injector pump, diesel lift pump. (EXCEPTIONS: Carburetion and diesel fuel injection components are not covered.)
- **Transmission** - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals and gaskets, governor assembly, heat shield modulator.
- **Front-Wheel Drive** - Final drive housing and all internal parts, universal and constant velocity joints, front-wheel bearings, axle shafts, locking rings (four-wheel drive vehicles), axle hub bearings, seals and gaskets, automatic front locking hubs, rear wheel bearings.
- **Rear-Wheel Drive** - Drive axle housing and all internal parts, universal and constant velocity joints, rear-wheel bearings and retainers, axle shafts, seals and gaskets, drive shaft, front-wheel bearings.
- **Steering** - Power steering pump, cooler and lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts including linkages, control valve, cylinder, and column lock, pulley assembly (power steering pump), idler arm.
- **Suspension** - MacPherson struts (front or rear), upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindles and spindle supports. (NOT included are front-end alignment and wheel balancing.)

- **Brakes** - Master cylinder, calipers and wheel cylinders, combination valve, all lines and fittings, brake booster, backing plates, springs, clips and retainers, self adjusters, parking brake linkage and cables, brake pedal shaft. (NOT included are drums, rotors, lining and pads except when required in conjunction with a repair to a covered part.)

- **Air Conditioning** - Compressor, condenser, evaporator, A/C compressor head, A/C compressor/clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

- **Electrical** - Alternator, starter motor, voltage regulator, manually-operated electrical switches, wiper motors, electronic ignition module, heated backglass (electrical only-not glass damage or breakage), wiring harnesses (including spark plug wires), radiator fan relay, distributor assembly, fuel pump, starter motor solenoid.

- **High Tech** - Air conditioning accumulator, anti-lock brake module and sensor, automatic temperature control, compass and thermometer readout displays, distributor housing and shaft, distributor cap and rotor, electronic air suspension (selected components), electronic instrument cluster (including dash pad, clock, radio and graphic equalizer), fuel tank and lines, diesel injection and lines, heater blower motor/coax assembly, Inco-Clare® windshield (electrical only-not glass damage or breakage), keyless entry system (including door handles), power seat motor, power window motor/regulator, power antenna, power door locks (excluding door handles), power door lock retainers clips, radiator, radiator fan, radiator fan clutch or motor, speed control, engine mounts, transmission vacuum module and mounts, external transmission module.

- **NOTE:** If system has R-12 refrigerant, R-11 will be used for replacement, while supplies last. If R-12 is not available, the system will be converted to use R-134a refrigerant to meet environmental standards. If replacement is due to a covered component, ESF will cover it. If due to a non-covered component, customer is responsible.

### Parts and Services NOT Covered

- All items not specifically listed in Covered Parts above.
- Repairs covered by the Ford New Vehicle Warranty or recalls.
- Service adjustments and cleaning.
- Repairs needed to any engine, transmission and final drive components caused by an aftermarket-installed turbocharger/supercharger.
- For vehicles with diesel engines, repairs needed to any engine, transmission, or final drive components equipped with an aftermarket-installed turbocharger or supercharger.
- Repairs caused by damage or unreasonable use (damage from road hazards, accident, fire or other casualty, misuse, negligence, racing, or failure caused by modifications or parts not authorized by or supplied by Ford).
- Damage from the environment (airborne fallout, acts of war, chemicals, tree sap, salt, hail, windstorm, lightning, road hazards, etc.).

- Repairs resulting from lack of required maintenance (failures caused by the owner neglecting to perform the required maintenance services set forth in the Maintenance Schedule and Record for the vehicle). Costs of these routine maintenance services are not covered—proof of maintenance may be required.

- Repairs needed to a covered part caused by the failure of a non-covered part.

- Repairs to the vehicle if the odometer is altered, broken or repaired/replaced so that the actual mileage cannot be determined.

- To the extent allowed by law, loss of use of vehicle including loss of time, inconvenience, commercial loss or consequential damages, and personal expenses such as meals, food, gas and mileage.

- Vehicles manufactured for sale outside the 50 States and Canada.

- Repairs to the vehicle performed outside of the 50 States and Canada and repairs required because of normal operation outside of the 50 States and Canada.

- Repairs made on or before the enrollment date of this contract.

- New vehicle ESF contracts may not be valid if new vehicle limited warranties have been voided due to totaled or salvaged vehicle.

### Transferability

To transfer the remaining coverage, send the ESF plastic membership card or a waiver signed by the previous owner, statement of present mileage, new owner's name and address, and a check for \$40\* to the dates shown below:

Extended Service Plan Headquarters  
P.O. Box 6045  
Dearborn, Michigan 48121

\*\$30 transfer fee for contracts originally purchased prior to October 1, 1992.

ESP-LL

416802980

### Important Information

- ESF coverage on repossessed vehicles is not eligible for transfer.
- Transferred contracts are not eligible for cancellation.

October, 1993

## THE PREMIER PLAN

PremiumCARE is the premier Extended Service Plan for your new Ford vehicle. The coverage is very comprehensive — and it's backed by Ford Motor Company.

## PREMIUMCARE IS FOR YOU, IF ...

- ◆ You want peace of mind and lasting protection, with high-tech coverage
- ◆ You're a high-mileage driver
- ◆ You plan to keep your vehicle beyond the new vehicle limited warranty period
- ◆ You want the added value of towing and rental car reimbursement
- ◆ You'd like to enhance resale value.

## PUTTING PREMIUMCARE TO WORK FOR YOU

Make the PremiumCARE investment. For miles a day, you get comprehensive coverage and you protect yourself from future increases in parts and labor costs. You could save the rest on just one covered repair!

**MORE THAN 1.5 MILLION SATISFIED CUSTOMERS**



Peace of Mind Protection

## SOME THINGS TO REMEMBER ABOUT YOUR PREMIUMCARE PLAN ...

- Coverage includes repair or replacement of specified components for the original drive and mileage period — including parts and labor
- Wear-and-tear filters of covered air conditioning (if included), in addition to mechanical breakdowns
- Coverage begins with the original in-service date and term mileage.

## COMPONENTS NOT COVERED BY FORD ESP PREMIUMCARE:

INCLEMENTS, ... Service adjustments, ... battery cables, ...

# PREMIUMCARE

## For New Vehicles



TERMINAL MILEAGE: \_\_\_\_\_  
MILEAGE: \_\_\_\_\_



• E • S •

## PEACE OF MIND PROTECTION

We know you're looking for peace of mind when you purchase or lease a quality product. You want your ownership to be satisfying and pleasurable — and we! That's the reason we put such strong emphasis on quality ... including the QUALITY CARE service we provide you purchase a Ford vehicle. Your new is backed by a 3-year/36,000-mile limit warranty (4 years/50,000 miles for Lin. Ask your dealer for details.

But there's something we'd like to see to add to your peace of mind and ease of satisfaction after your original warranty — invest in Ford's PremiumCARE.

## CONFIDENCE FOR THE ROAD

Why PremiumCARE is a good investment

- ◆ Covers more than 500 key components including critical high-tech components
- ◆ Provides protection against the cost of unexpected repair bills after your warranty expires.
- ◆ Provides towing reimbursement for repairs if your vehicle is inoperable in the extended coverage period.
- ◆ Provides rental car reimbursement if vehicle is inoperable and must be kept overnight for a warranty or covered repair.

# PREMIUM CARE

For New Vehicles

## ENJOY 500 REASONS AND MORE TO DRIVE WITH FORD ESP PREMIUM CARE

Premium CARE provides coverage for the components listed here and for the valuable services and features explained below. Ask your dealer for additional details.

- ◆ **Component Protection**  
Covers 500 components, including many high-cost components, as well as wear-and-tear items of covered components.
- ◆ **\$50 Deductible**  
That's all you pay per repair visit for covered repairs. Both 50 and \$100 deductible options are available.
- ◆ **Towing & Labor Assistance\***  
Emergency towing assistance up to \$11. If needed in a state of a covered repair.
- ◆ **Rental Car Reimbursement\***  
If your vehicle is inoperative and used by long receipt for a warranty or covered repair, you will be reimbursed up to \$25 per day (\$50 for Lincoln) for up to 7 days. A 5-day (rental) option is available.
- ◆ **Service Virtually Anywhere\***  
You can take your service for covered repairs at any one of more than 5,000 participating Ford and Lincoln Mercury dealers throughout the 50 states and Canada.
- ◆ **Transferable**  
If you sell the vehicle, the remaining Premium CARE coverage can be transferred to a new owner for a remaining fee of \$40. A help is needed.
- ◆ **Financing**  
May be included in your financial package. Please consult your credit counselor for more details.
- ◆ **Cancellable**

No cap on limits.

SELECT THE COVERAGE			
Miles	1 year	3 years/50,000	5 years/100,000
10,000	\$400	\$400	\$400
25,000	\$400	\$400	\$400
50,000	\$400	\$400	\$400
75,000	\$400	\$400	\$400
100,000	\$400	\$400	\$400

\*Coverage options upon availability.

### ENGINE

- All internal lubricated parts
- Oil, seals, gaskets
- Cylinder work
- Piston work
- Head gaskets and head flange
- Head injector pump
- Head fly pump
- Flywheel
- Piston
- Piston ring and main
- Piston rings and main
- Piston rings and main
- Piston rings and main
- Piston rings and main
- Piston rings and main
- Piston rings and main
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- Piston rings and main
- Piston rings and main



### STEERING

- Column lock
- Control arm
- Control valve
- Cylinders
- Idler arm
- Linkage and control
- Power steering pump
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack
- Power steering rack

### WARRANTY

Premium CARE provides coverage for the components listed here and for the valuable services and features explained below. Ask your dealer for additional details.

### ELECTRICAL

- Alternator
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
- Bodyline, heated electrical
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### SEATS

- Seat belts
- Seat belts
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- Seat belts

### SUSPENSION

- Front frame, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
- Control arms, upper and lower
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- Control arms, upper and lower



### AIR CONDITIONING AND HEATING

- A/C compressor
- A/C clutch
- A/C clutch linkage
- A/C condenser
- A/C evaporator
- A/C evaporator
- A/C evaporator
- A/C evaporator
- A/C evaporator
- A/C evaporator
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- A/C evaporator
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- A/C evaporator
- A/C evaporator

### TRANSMISSION

- All internal parts
- Clutch assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
- Flywheel assembly
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- Flywheel assembly



### EXHAUSTION

- All exhaust parts
- All exhaust parts
- All exhaust parts
- All exhaust parts
- All exhaust parts
- All exhaust parts
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- All exhaust parts
- All exhaust parts
- All exhaust parts
- All exhaust parts
- All exhaust parts

### FRONT-WHEEL DRIVE

- Axle shafts
- Bearings, front-wheel
- Brackets, axle-hub and axle hub
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
- Control valve
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- Control valve



### SAFETY

- All body mounting assembly
- All body mounting assembly
- All body mounting assembly
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- All body mounting assembly
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- All body mounting assembly

### REAR-WHEEL

- Axle shafts
- Bearings, front-wheel
- Brackets, axle-hub and axle hub
- Control valve
- Control valve
- Control valve
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- Control valve
- Control valve
- Control valve
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### HIGH-TECH

- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
- Air suspension, electronic
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### FORD AUDIO

- AM, FM, auto tuner
- AM, FM, auto tuner
- AM, FM, auto tuner
- AM, FM, auto tuner
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- AM, FM, auto tuner
- AM, FM, auto tuner
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DSB Administration  
P.O. Box 1424  
Waukesha, WI 53187-1424  
1-800-688-2429



March 26, 1997

[REDACTED]  
Highland Ht., OH [REDACTED]

Dear [REDACTED]

Subject: 1995 Windstar

This is to acknowledge receipt of your application to have your concern resolved by the Dispute Settlement Board. We regret to advise you that the concern stated in your application does not fall within the jurisdiction of the Board and will not be reviewed because it is beyond the applicable express written factory new vehicle warranty.

Although the Board cannot review your concern, we suggest that you discuss it with the dealer principal or general manager of your dealership, if you haven't already done so. If the problem still remains, you may contact the Ford Customer Assistance Center at 1-800-392-3673 (FORD) for further assistance.

DSB Administration

**EXHIBIT**      <sup>D</sup>

Dispute Settlement Board  
P.O. Box 1424  
Waukesha, WI 53187-1424  
(800) 688-2429



April 23, 1997

[REDACTED]  
Highland Heights, OH [REDACTED]

Dear [REDACTED]

Thank you for your letter dated April 5, 1997, regarding Dispute Settlement Board jurisdiction criteria. I would like to take a moment to explain the origin of the mileage requirement as it pertains to the Board's jurisdiction and also address your request for deduction of miles accrued during servicing.

Although the Dispute Settlement Board sought and obtained certification in Ohio in accordance with statutory requirements, the Dispute Settlement Board is an informal proceeding, not a legal proceeding. Accordingly, the Dispute Settlement Board establishes its own jurisdictional requirements, and these requirements are directly tied to the applicable express written factory new vehicle warranty. The Ohio Revised Code specifically states that informal dispute resolution mechanisms in the State of Ohio are for the "resolution of warranty disputes." Ohio Rev. Code Ann. §1345.77. To be eligible for Board review, the reported concern must be covered by the warranty and the vehicle must be under the applicable express written factory new vehicle warranty at the time of application. All the eligibility requirements for the Board are listed on page four of the attached brochure.

As an arbitration panel, the power and authority of the Dispute Settlement Board is established by the rules of the program. The rules applicable to the Ohio Dispute Settlement Board provide that the jurisdiction of the Board terminates as of the earlier of 36,000 miles or 3 years following the original in-service date of the vehicle. The rules regarding mileage limitations related to Board jurisdiction make no distinctions regarding the cause of mileage being accrued on the vehicle. Mileage incurred in testing the vehicle, driving to service locations, etc., is treated identically with routinely incurred mileage.

Some states do provide for the deduction of mileage incurred during servicing under statutory provisions governing the 'Lemon Laws'. However, as outlined above, the Dispute Settlement Board establishes its own jurisdictional requirements in keeping with the requirements of the Magnuson-Moss Warranty Act. See FTC Informal Dispute Settlement Procedures, 16 C.F.R. §703. As a non-legal proceeding, the Dispute Settlement Board is not required to apply the Ohio Lemon Law provisions. Therefore, the Dispute Settlement Board cannot comply with your request to subtract mileage incurred during the servicing of your vehicle. Since your vehicle had 41,859 miles accrued at the time of application, you are outside the applicable express written factory new vehicle warranty and are therefore not eligible for the Dispute Settlement Board process.

**EXHIBIT E**

April 23, 1997

Thank you for the opportunity to explain the Dispute Settlement Board process to you in greater detail. Please be advised that this dispute settlement procedure does not take the place of any state or federal legal remedies available to you. You retain the right to pursue other legal remedies.

We regret the circumstances that prompted your letter, but appreciate the time that you have taken to bring this matter to our attention.

Sincerely,



Natalie Flenny  
DSB Administration

Enclosure





DEALER REQUEST FOR CONSUMER AFFAIRS REVIEW  
\*\*\*\*\* FOR DEALER USE ONLY \*\*\*\*\*

Requesting Dealer: DAMEROW FORD P&A: 08729 Region: SEATTLE

Contact Person: LARRY BAKER Phone Number: (503) 526-5400

New or Used: X FROM CHEV. BLR BOUGHT 3 mos Date of Purchase: AGO Yr/Model: 95 WINDSTAR Mileage: 17463

VIN: 2FMDA51445P

Customer Name: [REDACTED] 97

Address: [REDACTED] AUG 1997

BEAVERTON, OR Cnty: WASHINGTON

Home Ph: [REDACTED] (AMERIC) Business Ph: [REDACTED] AGER

Incident Involves: Accident: X Fire:        Warranty:        Sudden Acc:       

Date of Incident: 8-7-97

If customer is alleging product defect, what type: BRAKES

Personal Injury? YES (7 mos pregnant 24 hour observation) Was medical attention sought? YES

Was a police report filed (where)? [REDACTED]

Has the insurance company been contacted? CUSTOMER DOES NOT WANT TO HAVE RATES RAISED

Post-Net Fax Note	7871	Date	8-15-97
To	FORD MOTOR	From	LARRY BAKER
Co. Dept	CONSUMER AFFAIRS	Co.	
Phone #	313-446-9471	Phone #	503-526-5400
Fax #		Fax #	503-641-7907

agent's name): \_\_\_\_\_

body builder: \_\_\_\_\_

Accident details (date, where, how, etc.): CUSTOMER STATES SHE (MRS) WAS DRIVING AT APPROX. 45 MPH GOING STRAIGHT (8-7-97) WHEN A PICK-UP STOPPED SUDDENLY IN FRONT OF HER. SHE APPLIED THE BRAKES AND PEDAL WENT TO FLOOR AND WAS UNABLE TO STOP VEHICLE WITHOUT IMPACT TO VEHICLE IN FRONT OF HER.  
What is the customer requesting?

TO HAVE BODY DAMAGE FIXED, MEDICAL EXPENSES, AND BRAKES FIXED. CUSTOMER ALSO CONCERNED THAT THERE WAS NO AIR BAG DEPLOYMENT.

IF NEEDED, PROVIDE ADDITIONAL COMMENTS ON A SEPARATE SHEET OF PAPER.  
Fax to: (313) 446-9471 or (313) 446-9347

PLEASE USE THIS SHEET AS ORIGINAL AND DUPLICATE AS NEEDED.

NOTE: ACC. INCIDENT AS OF 8-15-97 UNABLE TO DIAGNOSE BRAKE FAILURE



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DEALER REQUEST FOR CONSUMER AFFAIRS REVIEW  
\*\*\*\*\* FOR DEALER USE ONLY \*\*\*\*\*

Requesting Dealer: Rich Evans Ford P&A: 05601 Region: Cinn.  
Contact Person: Mike Trocher Phone Number: 812-547-6416  
New or Used: U Date of Purchase: \_\_\_\_\_ Yr/Model: 96 Windstar Mileage: 35628  
VIN: 2FMDA5146TB \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: Rt 2 Box 192  
Tell City, Ind Cnty: Perry.

Home Phone: \_\_\_\_\_ Business Phone: None

Incident Involves: Accident:  Fire: \_\_\_\_\_ Warranty: \_\_\_\_\_ Sudden Acc: \_\_\_\_\_

Date of Incident: 3-5-97

If customer is alleging product defect, what type: Roake 3 Air Bag not Deploy

Personal Injury? No Was medical attention sought? No

Was a police report filed (where)? Tell City Police Dept

Has the insurance company been contacted? yes

What did the insurance company advise? still debating

Name and phone of owner's insurance company (agent's name): Hastings Mutual  
Agent - 547-7901

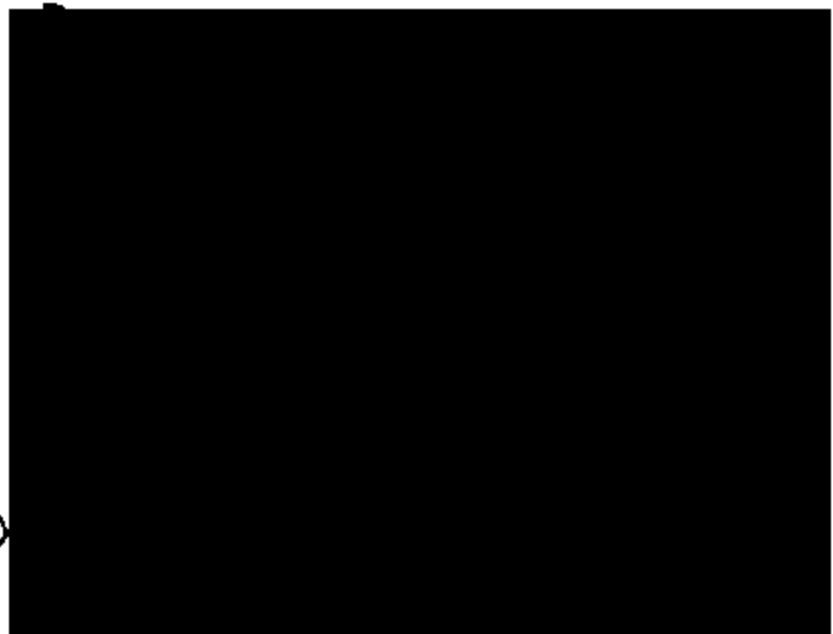
If the vehicle is a conversion unit, name of the body builder: \_\_\_\_\_

Accident details (date, where, how, etc.): Went through water was  
Approaching vehicle from Rear - 25-30 mph went  
to slow down - no brake pedal went to floor Hit <sup>Other</sup> <sub>Vehicle</sub>

What is the customer requesting? Buy Back Van - Scared  
to drive Van - Faulty Brake System - Air Bag  
System did not deploy.

per covers 3/5/77  
Other vehicle - Customer went  
to hospital w chest pain  
→ Dorothy Litherland  
↓

Our Customs



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**MORS II Inquiry Contact**

08/20/1997 13:52:37

DETROIT 48 Zn/Tr: A2 M/A: CONTACT NBR: 108790355 Opened: 08/14/1997  
 VIN: 2FMDA5143TH [REDACTED] \*SCOR 060 Analyst: 1862CH Closed: 08/14/1997  
 Last Name: [REDACTED] First Name: [REDACTED] Status: CLOSED  
 Title: [REDACTED] MI: F  
 Address: [REDACTED]  
 City: NEW BALTIMOR ST/PV: MI Zip/PC: [REDACTED] CC: USA  
 Home Phone: [REDACTED] Business Phone: [REDACTED] Ext:  
 Year: 96 Model: WINDSTAR  
 Mileage/Km: 17000 WSD: 12/05/1996  
 Dealer Name: RUSS MILNE FORD INC SALES CODE: 148040 P&A: 02890  
 Causal Code: Symptoms:  
 Inquiry Code: 1420 ALLEGED PERSONAL INJURY -

Follow Up?: N Comm Type: P Micro Nbr: More Comments?: Y  
 Letter Code: OGC2  
 \*\*\* NAVIS: PROGRAM \*\*\*

*Regin*  
*VK*

F1=HELP F3=EXIT F4=CMTS F5=ADD F6=UPD F9=CLS F10=CRN UP F11=REGN UP F12=INFO UP  
 I053 REQUESTED CONTACT DISPLAYED OGDB140

