

RQ04-003
FORD

8/26/2004

APPENDIX F (F PART 2 OF 2) & H

PART 2 OF 3



AL307-104584-01

June 18 1995

[Redacted]
Alexandria, VA
[Redacted]

TED BRITT FORD

Mr. Gardner Britt
11165 Main Street
Fairfax, VA 22030

Regarding Vehicle 2FMDA51429 [Redacted]

Ford 1995 Windstar

Mileage at purchase date - 04-04-95: 19,297 (previously owned by Ted Britt Ford and driven by Ted Britt Employee/Executive, according to Salesman, Tom Russ)

Because of previous experience with Ford Motor Vehicles, having owned a Ford Taurus Station Wagon and a Ford Mustang, I purchased a Windstar Van from Ted Britt Ford. My previous experience with Ford was great. I loved their automobiles, and had never had a problem.

On Sunday of Memorial Day, I was driving through a Shopping Centre parking lot, at a very slow speed, I approached a Stop Sign. put my foot on the brake pedal, the Van slowed down, and then, with my foot still firmly on the brake, kept moving forward.

As a result of the van failing to stop, the Van went slowly past the stop sign, and the front bumper, hit the side of a Chevrolet Car, owned by Dudley Martin Chevrolet, Manassas. There was slight damage to the side of the car.

I took the Windstar Van as soon as possible, to have the brakes checked, because Ted Britt said they could not look at the van for at least 8 days, I took the van to Tony's Auto Service in Alexandria (I was scared to drive far). They said the pads were good, but that there was a problem with the brakes, and because the Van was still under Warranty, I should go back to where I bought the Van.

It was over a week before I could get the Van into Ted Britt Ford, they could not give me an appointment until then. I told them the brakes were causing a problem, and that I had had an accident as a result of them failing to work. It still took eight days.

Eventually they checked the brakes, confirmed that there was a problem and fixed them under the warranty.

When I got the bill from Dudley Martin, the charge was nearly \$1,000.00.

The cause of the accident was the brakes failing to work, I feel, therefore, that Ted Britt Ford and The Ford Motor Company should pay for this bill.

The damage to my vehicle was minimal, a few scratches on the bumper. No one was hurt or injured. I want no further claim, only recompense for the damage amount.

(As a footnote, I should add: One of the tyres on the front does not match the rest of the tyres; I was overcharged \$40.00 on the service warranty; and was not happy at the poor response to the brakes not working. The service was prompt and well done when finally performed).

The sales personnel were superb, when they wanted to sell me the vehicle. But what about after the sales service?

I coach Soccer at Woodson High School and other youth clubs in the area, therefore I do a lot of driving and need a reliable car with reliable service.

Ted Britt Ford appeared to have a good name, I trust that my experience was unusual. I come into contact with well over a 1,000 people a year, most of whom have children and buy Vans, I would hate to have to think they might have the same problems I have. Already, at least 30 mothers have asked me how I like the Windstar. I love the Van, and would love to recommend it fully to everyone.

[Redacted signature area]

enclosed: copies of bill from [Redacted] and brake repair order from Ted Britt Ford

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

[REDACTED]
Plaintiff,

vs.

FORD MOTOR COMPANY and ENTERPRISE
LEASING COMPANY OF DETROIT,

Defendants.

JOHN MODRZEJEWSKI (P39600)
Attorney for Plaintiff
431 Sixth Street
Rochester, Michigan 48307
(248) 650-2000

92-236747 OK 11/12/97
JUDGE PAUL R. TESORIER
JENNIFER MANDY
OF
FORD MOTOR COMPANY

There is no other action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

COMPLAINT

NOW COMES the above named Plaintiff herein, [REDACTED]
by and through her attorney, John Modrzejewski, and for her cause
of action against the Defendants says as follows:

COUNT I

BREACH OF EXPRESS WARRANTY

1. That your Plaintiff is a resident of the City of Detroit, County of Wayne, State of Michigan.
2. That the Defendant, Ford Motor Company, is a corporation and at all times pertinent hereto did business in the City of Dearborn, County of Wayne, State of Michigan and did at all times pertinent hereto did engage in the manufacture and distribution of 1995 Ford Windstar vehicles.

3. That the Defendant, Enterprise Leasing Company of Detroit, is a corporation and at all times pertinent hereto did business in the City of Farmington Hills, County of Oakland, State of Michigan and did at all times pertinent hereto engage in the sale of 1995 Ford Windstar motor vehicles to the general public.

4. That on or about August 14, 1996, the Plaintiff herein purchased from the Defendant, Enterprise, a 1995 Ford Windstar bearing the identification number 2FMDA51465E [REDACTED] and that said motor vehicle was manufactured and distributed by the Defendant, Ford Motor Company (Exhibit A).

5. That the Plaintiff herein paid a good and valuable consideration for said motor vehicle.

6. That Plaintiff is a buyer under UCC Section 2-103.

7. That Enterprise is a seller under UCC Section 2-103 (1)(d).

8. That the Defendant, Ford Motor Company, is a seller under UCC Section 2-103 (1)(d).

9. That the above described motor vehicle constitutes goods under UCC Section 2-105 (1).

10. That the Plaintiff's purchase of the motor vehicle was accompanied by an express warranty offered by Ford Motor Company and extending to the Plaintiff which warranty was part of the basis of the bargain of the contract between Plaintiff and the Defendants for the sale of the motor vehicle.

11. That in the express warranty the Defendants each and

any of them warranted that the motor vehicle was free of all defects in material and workmanship and that if any such defects were discovered within the warranty period Ford Motor Company would provide for repair of the motor vehicle free of charge to Plaintiff.

12. That notwithstanding the express warranties made to the Plaintiff by the Defendants the motor vehicle had defects in material and workmanship that were discovered and reported within the warranty period, including but not limited to:

brake problems
transmission problems
(Exhibit B)

13. That the Plaintiff has provided the Defendants, as directed in the express warranty, sufficient opportunity to repair the motor vehicle, and that, notwithstanding, the Defendants have failed in a timely manner to adequately repair the motor vehicle as provided in the express warranty and that the motor vehicle is still in a defective condition.

14. That as a result of the nature and extent of the defects the motor vehicle was so defective as to constitute a complete failure on the part of the Defendants for the purchase money paid by the Plaintiff and a breach of contract of the sale between the Plaintiff and the Defendants herein.

15. Plaintiff tenders herewith the motor vehicle and offer to deliver same to Defendants at any reasonable time and place in return for the purchase price which has been paid to said Defendants and any other damages which have been suffered as

a result of Defendants' breach of contract.

16. That as a result of the Defendants' breach of express warranty the Plaintiff has incurred incidental and consequential damages including but not limited to:

Attorney fees; taxes; interest; loss of use, rental car bills and court costs.

17. Should this Court for any reason deem it inappropriate to grant the relief of revocation of acceptance requested by the Plaintiff, then in the alternative, Plaintiff seeks damages against the Defendants for breach of warranties measured by the difference in value between the defective motor vehicle and a non-defective motor vehicle plus damages as hereto mentioned.

18. That this Court has jurisdiction in this matter because the damages sustained by the Plaintiff are in excess of Ten Thousand (\$10,000.00) Dollars, exclusive of interest and costs and Plaintiff is seeking an equitable remedy.

WHEREFORE, Plaintiff herein prays that this Court:

- a. Order revocation of acceptance of the purchase contract and require the purchase price of the motor vehicle to be returned to the Plaintiff or in the alternative, damages consistent with the loss of value of the Plaintiff's motor vehicle;
- b. To award other amounts to the Plaintiff as this Court finds compensates the Plaintiff for all other items of damages related to the breach of warranty;
- c. Taxable costs and interest as may be determined.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

NOW COMES the above named Plaintiff herein, by and through her attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNT I of this Complaint as if specifically repeated paragraph by paragraph and word for word.

19. That the said Defendants each and any of them are merchants with respect to motor vehicles under UCC Section 2-104 (1).

20. That the aforementioned motor vehicle purchased by the Plaintiff was subject to the implied warranty of merchantability under UCC Section 2-314, extending from Ford Motor Company and dealer to the benefit of the Plaintiff.

21. That the defects described in Count I of this Complaint have rendered the said motor vehicle unmerchantable and not fit for the ordinary purpose for which it was intended.

22. That the Defendants each and every of them have failed and/or refused to adequately remedy the defects in the motor vehicle and that the motor vehicle is still in an unmerchantable condition.

WHEREFORE, Plaintiff herein requests this Honorable Court to award damages sought in Count I of this Complaint which is herein incorporated.

COUNT III

BREACH OF WRITTEN WARRANTY
UNDER MAGNUSON-MOSS WARRANTY ACT

NOW COMES the above named Plaintiff herein, by and through

her attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNTS I-II of this Complaint as if specifically repeated paragraph by paragraph and word for word.

23. That the Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act hereinafter referred to as the "Warranty Act" 15 U.S.C. Section 2301 (3).

24. That the Defendant, Ford Motor Company, is a "supplier" and "warrantor" as defined in the Warranty Act, 15 U.S.C. Section 2301 (1).

25. That the motor vehicle heretofore described is a "consumer product" as defined in the Warranty Act, 15 U.S.C. Section 2301 (1).

26. That the express warranty pertaining to the motor vehicle is a "written warranty" as defined in the Warranty Act, 15 U.S.C. Section 2301 (6).

27. That the motor vehicle was manufactured after July 4, 1975.

28. That the above described actions as contained in COUNT I of this Complaint and herein incorporated, constitute breach of the written warranty by the Defendants.

WHEREFORE, Plaintiff herein claims damages as set fourth in COUNT I of this Complaint in addition to actual attorney fees which were and are incurred in connection with commencement and prosecution of this action, interest and costs and all other relief as this Court may deem proper.

COUNT IV

BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

NOW COMES the above named Plaintiff herein, by and through her attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNTS I-III of this Complaint as if specifically repeated paragraph by paragraph and word for word.

29. That the above described actions constitute a breach of the implied warranty of merchantability actionable under the Warranty Act, 15 U.S.C. Section 2310 (d) (1).

WHEREFORE, Plaintiff herein claims damages as set forth in COUNT I of this Complaint, in addition to actual attorney fees which were incurred in connection with commencement and prosecution of this action, interest and costs and all other relief as this Court may deem proper.

COUNT V

MICHIGAN CONSUMER PROTECTION ACT

NOW COMES the above named Plaintiff herein, by and through her attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in Counts I-IV of this Complaint as if specifically repeated paragraph by paragraph and word for word.

30. Defendants, engaged in the following proscribed activity:

- a. sold Plaintiff a service contract not honored by Ford dealers;

b. Failed to repair the motor vehicle timely and properly.

31. That the above described actions constitute a breach of the Michigan Consumer Protection Act, MCL 445.903 (1) (s) and (bb); MSA 19.418 (3) Section 3 (1) (s) and (bb).

WHEREFORE, Plaintiff herein claims damages against Defendants as set forth in Count I of this Complaint, in addition to actual attorney fees which were incurred in connection with commencement and prosecution of this action, interest and costs and all other legal and equitable relief as this Court may deem proper.

Respectfully submitted,


JOHN MODRZEWSKI (P39600)
Attorney for Plaintiff
431 Sixth Street
Rochester, Michigan 48307
(248) 650-2000

Dated: 11/12/17

EXHIBIT "A"

APPLICATION FOR MICHIGAN TITLE — STATEMENT OF VEHICLE SALES

Invoice No.

Michigan Registration

Candice B. Miller, Secretary of State

Aug 14 96
(Month) (Day) (Year)

WE2126
Block No.

Dealer ENTERPRISE LEASING CO. OF DETROIT

Address 29301 GRAND RIVER AVENUE

City FARMINGTON HILLS

County Wayne State MICHIGAN Zip Code 48336

Dealer License Sales Tax License Phone Number
43-1454534 810 426-1432

Trade-In Year Make Body Style
Yes No
Vehicle No. of Trade-In Odometer Reading

Vehicle Sold Vehicle No.
New Used Demo 2FMDA5146SE

THIS VEHICLE WILL BE USED OR HAS BEEN USED AS:

- A POLICE VEHICLE.
- A GOVERNMENT VEHICLE.
- A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED.
- A DRIVER EDUCATION VEHICLE.
- A TAXI.

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or odometer mileage statement.

22900
NO TENTHS

actual mileage not actual mileage exceeds maximum limits of odometer

Factory Installed Accessories Factory Use Allowed to Vehicle

P.O. 95-014

Detroit 48295

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

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

AET Certificate No. _____

Temporary Registration No. _____

Salesman JASON STEELTICK

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

MANAGER

PURCHASER WARNING DO NOT SIGN BLANK FORM

DATE TIME MAKE MODEL BODY STYLE VIN AND REGISTRATION

8/14/96

8/14/96

Purchaser's/Owner's Signature - Also back of Form 2 & 3

Expires On Mo. Day Yr. Months
 NEW PLATE
 RENEWAL
 TRANSFER

Year	Make	Body Style	Code	County
1995	FORD	GTNG	1	
Vehicle No.	Wt. or Fee Cat.		License Fee	
2FMDA5146SE			N/A	
Owner's Driver License No.	County of Residence		Title	
	WAYNE		11.00	
Owner's Complete Name and Address			Tax	
Detroit MI			980.34	
			Transfer Fee	
			0.00	
			Total Trans. to # 4	
			999.34	
Insurance Company	Policy No. or Binder No.		TAB NO.	
CITIZENS INSURANCE CO				
Full Rights to Survivor	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Filing Date First Secured Interest	Filing Date Second Secured Interest			
First Secured Interest	GMAC			
Address	P.O. BOX 8040			
City-State-Zip	NOVI MI 48376			
Second Secured Interest				
Address				
City-State-Zip				

1. PURCHASE PRICE OF VEHICLE <small>(includes freight & accessories)</small>	16299.00
2. OTHER TAXABLE CHARGES <small>(Registration Fee, Service Fee, etc.)</small>	40.00
3. TOTAL TAXABLE PRICE	16339.00
4. (Above total) SALES TAX - LICENSE - TITLE	999.34
5. LABOR OR OTHER NON-TAX CHARGES	983.00
6. TOTAL DELIVERED PRICE	18321.34
7. CASH ON DEPOSIT	
8. CASH DUE ON DELIVERY	5000.00
9. TRADE-IN	\$
10. LESS LIEN	\$
11. TOTAL DOWN PAYMENT	5000.00
12. UNPAID BALANCE TO BE FINANCED	13321.34
13. FINANCE CHARGE	3367.66
14. INSURANCE CHARGE *	
15. TOTAL AMOUNT OF FINANCE CONTRACT	16689.00

*WARNING: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.

Total Amount of Finance	APR 9.25	* TYPE OF INSURANCE <input type="checkbox"/> CREDIT LIFE <input type="checkbox"/> HEALTH & ACCIDENT <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Contract Due (Line 15)	\$ 16689.00	
	<input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly payments	PURCHASER NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 60 DAYS, CONTACT A SECRETARY OF STATE BRANCH IMMEDIATELY.
	60 (No.)	
	of \$ 278.15	
First Payment Due	09 / 14 / 96 (Month) (Day) (Year)	

1800 200 46 22

1-810-477-7272



RETAIL INSTALMENT SALE CONTRACT
GMAC FLEXIBLE FINANCE PLAN

ENER



Dealer Number 0637

Contract Number D7754

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)
[Redacted]
Detroit MI WAYNE [Redacted]

Creditor (Seller Name and Address)
ENTERPRISE LEASING CO. OF DETROIT
29301 GRAND RIVER AVENUE
FARMINGTON HILLS MI 48336

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
USED	1995	FORD WINDSTAR SR	GLWG	2FMDA5146SE [Redacted]	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business <input type="checkbox"/> Agricultural <input type="checkbox"/> Other

If truck—Give GVW and describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURES

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 after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 5000.00 is
9.25	3367.66	13321.34	16689.00	21689.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
60	278.15	Monthly beginning Sep 14 1996	

Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the amount of the payment that is late per month, computed on the basis of a full calendar month for any fractional month period in excess of 10 days, or \$18.00, whichever is greater.

Prepayment. If you pay off early, you will not have to pay a penalty.

Security interest. You are giving a security interest in the vehicle being purchased.

Additional information: See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes and a documentary preparation fee of \$ 40.00)	\$ 17319.34
2 Total Downpayment = Net Trade-In \$ N/A + Cash Downpayment \$ 5000.00	\$ 5000.00
+ Other (Describe) \$ N/A	\$ N/A
Your Trade-In is a [Redacted] Year [Redacted] Make [Redacted] Model [Redacted]	\$ 5000.00
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 12319.34
4 Other Charges including Amounts Paid to Others on Your Behalf: (Seller may be keeping parts of these amounts)	
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle	\$ N/A
B Cost of Optional Credit Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named Below. Life \$ N/A Disability, Accident and Health \$ N/A	\$ N/A
C Official Fees Paid to Government Agencies	\$ N/A
D Taxes Not Included in Cash Price	\$ N/A
E Government License and/or Registration Fees (Belize)	\$ 8.00
F Government Certificate of Title Fees	\$ 11.00
G Other Charges (Seller must identify who will receive payment and describe purpose)	\$ 983.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1002.00
Amount Financed—Unpaid Balance (3 + 4)	\$ 13321.34

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above. Insurance Company: CITIZENS INSURANCE CO

4 Other Charges Including Amounts Paid to Others on Your Behalf: (Seller may be keeping parts of these amounts)

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle N/A

B Cost of Optional Credit Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named Below. Life \$ 0 Disability, Accident and Health \$ 0

C Official Fees Paid to Government Agencies N/A

D Taxes Not Included in Cash Price

Government License and/or Registration Fees (itemize) \$100

Government Certificate of Title Fees \$117.00

E Other Charges (Seller must identify who will receive payment and describe purpose) \$15.00

Total Other Charges and Amounts Paid to Others on Your Behalf \$217.00

5 Amount Financed—Unpaid Balance (3 + 4) \$13,321.34

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above.

Insurance Company AMERICAN INSURANCE CO Term 36 months

Regular \$ N/A Deductible Collision; or Comprehensive Coverage

Broadened \$ N/A Deductible Collision; or N/A Deductible Comprehensive Coverage

Limited Collision (private passenger car); or Fire-Theft and Combined Additional Coverage

Limited \$ N/A Deductible Collision (commercial vehicle)

Optional, if desired— Towing and Labor costs Rental Reimbursement CB Radio Equipment

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4B of the itemization above. Credit life insurance is based upon the payment schedule and term shown above. This insurance may not pay all you owe on this contract if you make late payments. Disability insurance covers the original payment amount for the term shown above. If you make late payments, disability insurance will not pay all of your payments. Check the insurance desired: Life (Buyer Co-Buyer Both
 Disability, Accident and Health (Buyer Only)

Name of Insurer _____

Office Address _____

APPROVAL: I DESIRE TO OBTAIN THE CREDIT INSURANCE CHECKED ABOVE FOR THE PERSON PROPOSED FOR INSURANCE.

Buyer Signature _____ Date Aug 14 1996 Co-Buyer Signature _____ Date Aug 14 1996

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

You signed this contract on (Do not date on Sunday) Aug 14 1996 at FARMINGTON HILLS Wayne MI

(Mo.) (Day) (Yr) (City) (County) (State)

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.

Notice to buyer. Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer Signature _____ Co-Buyer Signature _____

Co-Buyer responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have a security interest in the vehicle and consents to the security interest.

Other owner signs here _____ Address _____

Creditor Sign ENTERPRISE LEASING CO. OF DETROIT Title MANAGER

Each undersigned acknowledges receipt from seller of a true, correct and complete copy of this contract.

Buyer Signature _____ Co-Buyer Signature _____

If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan—Terms of Substitution and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse	Assigned without recourse or with limited recourse
Seller _____	Seller _____
By _____ Title _____	By _____ Title _____

EXHIBIT "B"

1800-6427000
 MIC 186274
 8920194
 V17/97
 Talk Michelle
 about
 398-
 INVOICE
 PAGE 1
 HOME: [REDACTED] BJS: [REDACTED]



Established 1961
 21600 Woodward
 FERRISDALE, MI 48220
 Dial Direct (810) 399-1318 x444
 Bus. Phone (810) 399-1000 Fax (810) 399-3766
 STATE REG. NO.
 P-100879

SERVICE ADVISOR: 3021 MICHELLE BATER

GREEN	95	FORD WINDSTAR	2FMDA5146SE	26252/26255			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE

01JAN95			22:00 02DEC96		59.00		02DEC96
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OPTIONS: DLR:02830

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

H-09	H09						
BRAKE NOISE (SQUEAK/GRIND/GRIND)							
				C 2.70		149.85	149.85
				F582*1125*A KIT-FRT WHL BRK	73.75	73.75	73.75
				1 F582*200*AA KIT - BRAKE SHOE	50.75	50.75	50.75
				1 F30Y*2221*A KIT - REPAIR	15.75	15.75	15.75
PARTS:	140.21	LABOR:	149.85	OTHER:	0.00	TOTAL LINE 1:	290.06

26255 1.5 REPLACE FRONT PADS OVERHAUL CALIPERS 1.2 MACHINE DRIVE ROTORS, REPLACE R/F ROTOR

B JERKS ON ACCEL MOSTLY FROM A STOP
 CAUSE: NONE

15650E SERVICE BAY DIAGNOSTIC SYSTEM (SEDS)
 START-UP - TEST
 3467 SAMCZYK, R LIC#: M126598
 W 0.10 (N/C)

15650E3 SEDS GUIDED DIAGNOSIS - TEST
 3467 SAMCZYK, R LIC#: M126598
 (N/C)

15650E1 EEC TUNE TEST
 3467 SAMCZYK, R LIC#: M126598
 (N/C)

15650E18 CL DISPLAY - TEST
 3467 SAMCZYK, R LIC#: M126598
 W 0.30 (N/C)

15650E18 IDLE DATA DISPLAY - TEST
 3467 SAMCZYK, R LIC#: M126598
 W 0.30 (N/C)

15650E20 FUEL PRESSURE & LEAKDOWN - TEST
 3467 SAMCZYK, R LIC#: M126598
 W 0.30 (N/C)

15650E24 RELATIVE INJECTOR FLOW - TEST
 (N/C)

ORIGINAL ESTIMATE SUMMARY	AUTHORIZED ADDITIONS	DATE	TIME	ED SCHMID FORD, INC. charges for engine based on a flat rate hour as published either by the manufacturer in its labor time study guide or by a recognized industry time study guide in the industry which includes the average time required for the performance of the specific vehicle repair, and which may, therefore, be either more or less than the actual clock time in any given instance.	LABOR	TOTALS
REPAIRS PROPERLY COMPLETED & CHECKED BY [Signature]	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE. @ DENOTES EXCHANGE PART.				PARTS	
AUTHORIZED REPRESENTATIVE [Signature]					GAS, OIL, LUBE	
CERT. NO. [Signature]					BULLET	
					MISC. CHARGES *	
					TOTAL CHARGES	
					DEDUCTIBLE	
					SALES TAX	
					CUSTOMER SIGNATURE	
					PLEASE PAY THIS AMOUNT	

PARTS DEPARTMENT & SERVICE DEPARTMENT
 OPEN
 7:00AM - 12 MIDNIGHT
 MONDAY THRU FRIDAY

A \$5.00 per day storage fee will be charged to all unclaimed vehicles

* MISC. CHARGES - YOUR LABOR CHARGE WAS REDUCED BY THE AMOUNT SHOWN AS MISC. CHARGES. MISCELLANEOUS CHARGES INCLUDE HAZARDOUS WASTE DISPOSAL, LUBRICANTS, CLEANERS, TAPE, ADHESIVES, SEALERS, TOWELS AND WELDING GASES.

CUSTOMER COPY

8920194

186274



INVOICE

Established 1961
21800 Woodward
FERNDALE, MI 48220
Dial Direct (810) 388-1318 x444
Bus. Phone (810) 399-1000 Fax (810) 399-3755
STATE REG. NO.
P-10578

PAGE 2

SERVICE ADVISOR: 3021 MICHELLE BATER

ROTT MI
HOME: BUS:

Table with columns: DEL DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Row 1: 01JAN95, 22:00 02DEC96, 59.00, 02DEC96

OPTIONS: DLR:02830

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Row 1: W 0.30 (N/C)

3467 SAMCZYK, R LIC#: M126598

FC: D36 N1
PART#: DIAG
COUNT:
CLAIM TYPE:
AUTH CODE:
3467

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

26255 DIAG. TEST SBDS OR AT THIS TIME CC:-06 15650E 15650E3 15650E1
0E5 15650E18 15650E20 15650E24 15650E10

*** REPAIR INTERIOR LITES TO OPERATE

CAUSE: FUSE

13718D ILLUMINATED ENTRY SYSTEM - DIAGNOSIS
3193 SCVCD, E LIC#: M187579

2 FZUZ*14526*N ES ASY 05 AND

REPLACE, ONE

3193 SCVCD, E LIC#: M187579

FC: L25 28 complete satisfaction. If our service was satisfactory, tell your
COUNT: friends. if not, please tell us immediately.

AUTH CODE:

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

26255 CC 28 CHK CIRCUITS 13718D .6 REPL MISSING FUSE 14526A .2

Table with columns: ORIGINAL ESTIMATE SUMMARY, AUTHORIZED ADDITIONS, DATE, TIME, BY, DESCRIPTION, TOTAL. Includes sections for 'REPAIRS PROPERLY COMPLETED & CHECKED BY' and 'PARTS DEPARTMENT & SERVICE DEPARTMENT'.

* MISC. CHARGES - YOUR LABOR CHARGE WAS REDUCED BY THE AMOUNT SHOWN AS MISC CHARGES. MISCELLANEOUS CHARGES INCLUDE HAZARDOUS WASTE DISPOSAL, UBERCANT CLEANING, TAPE, ADHESIVES, SEALERS, TOWELS AND WELDING GASES.

CUSTOMER COPY

8920194

186274



INVOICE

Established 1961
21800 Woodward
FERNDALE, MI 48220
Dial Direct (810) 399-1318 x444
Bus. Phone (810) 399-1000 Fax (810) 399-3755
STATE REG. NO. F-100679

PAGE 3

SERVICE ADVISOR: 3021 MICHELLE BATER

DETROIT MI 48234
HOME: 313-892-0194 EUS: 313-818-4260

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Values: GREEN, 95, FORD WINDSTAR, 2FMDA5146SE, 26252/26255.

Table with columns: DEL DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Values: 01JAN95, 22:00 02DEC96, 59.00, 02DEC96.

10:30 25NOV96 09:11 02DEC96
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
G-05 G05 WINDOW DOES NOT GO UP/DOWN/PIVOT OR SLIDE PROPERLY
G-05 G05 WINDOW DOES NOT GO UP/DOWN/PIVOT OR SLIDE

3193 SCHMID, E LIC#: M187579
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

26255 FIXED ON LINE C

CUSTOMER PAY HAZARDOUS WASTE FOR REPAIR ORDER 9.44

Thank you for this opportunity to serve you. Our aim is to perform all the repairs requested on this repair order to your complete satisfaction. If our service was satisfactory, tell your friends, if not, please tell us immediately.

Table with columns: ORIGINAL ESTIMATE SUMMARY, AUTHORIZED ADDITIONS, DATE TIME, DESCRIPTION, TOTALS. Includes labor, parts, gas, oil, lube, sublet, misc. charges, total charges, deductible, sales tax, and customer signature.

REPAIRS PROPERLY COMPLETED & CHECKED BY X AUTHORIZED REPRESENTATIVE
PARTS DEPARTMENT & SERVICE DEPARTMENT
OPEN 7:00AM - 12 MIDNIGHT MONDAY THRU FRIDAY

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.
@ DENOTES EXCHANGE PART.
A \$5.00 per day storage fee will be charged to all unclaimed vehicles.

* MISC. CHARGES - YOUR LABOR CHARGE WAS REDUCED BY THE AMOUNT SHOWN AS MISC. CHARGES. MISCELLANEOUS CHARGES INCLUDE HAZARDOUS WASTE DISPOSAL, LUBRICANTS, CLEANING, TAPS, ADHESIVES, SEALERS, TOWELS AND WELDING GASES.

CUSTOMER COPY

11-25-1996



CUSTOMER #: 8920194

193712

WORKORDER

PAGE 1

Established 1961
21800 Woodward
FERDIALE, MI 48220
Dial Direct (810) 398-1318 x444
Bus. Phone (810) 398-1000 Fax (810) 398-3788
STATE REG. NO.
4-100879

010116 MI
0ME
BUS: [REDACTED]

SERVICE ADVISOR: 5543 SCHALLER, MICHAEL F.

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GREEN	95	FORD WINDSTAR	2FMDA5146SE	[REDACTED]	37142/	[REDACTED]

01JAN95	22:00	04SEP97	59.00
---------	-------	---------	-------

OPTIONS: DLR:02830

03SEP97 20:06
LINE OP CODE TECH TYPE DESCRIPTIONS/INSTRUCTIONS

- B L-25 C INTERIOR LIGHTS STAY ON / . / .
- C N-18 C TRANSMISSION CLUNKS LOAD FROM FORWARD TO REVERSE, ALSO DOESNT OPERATE PROPERLY WHEN COLD / . / .

Primary Estimate : \$123.90



Est Prior Damage: None Pnt. Blk Fr. Pant. Rt. Door Fr. A Rear Blk L.O. L. Door L. Fwd Seat Interior Glass Wheel Cover Other

PARTS	LABOR	TOTAL	DATE	TIME

POWER OF ATTORNEY - READ ALL THE TERMS PRESENT.
That the undersigned does hereby constitute and appoint ED SCHMID FORD, Inc. my (our) true and lawful attorney to sign name, place and stamp of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my just automobile authorized by myself furnished by whatever manner is necessary to place check or draft in a suitable position. I (we) hereby ratify and confirm whatever action said attorney shall or may take by virtue hereof on the premises.

PARTS PROPERLY COMPLETED & CHECKED BY
AUTHORIZED REPRESENTATIVE
RT. NO.

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE. @ DENOTES EXCHANGE PART.

DATE _____ CUSTOMER _____

WITNESS _____

INSURANCE CO.	ADJUSTER	PHONE
ADDRESS	CLAIM NO.	SETTLEMENT
		JOB #

When the repair work begins and parts to be done along with the necessary material and you are not responsible for loss or damage to vehicle or articles left in vehicle in case of a fire or any other cause beyond your control or for any delays caused by unavailability of parts delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for purposes of testing and/or inspection. An express mechanic's lien is hereby acknowledged on this vehicle to secure the amount of repair cost. The mechanic is not responsible for damage to articles left in vehicle due to lack of attention. IT IS UNDERSTOOD AND AGREED BY CUSTOMER AFTER REPAIRS ARE COMPLETED.

Any alterations on this project are done made by the purchaser. The Ed Schmid Ford Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Ed Schmid Ford Inc. neither warrants nor endorses any other person or business for its ability in connection with this project.

Ed Schmid Ford, Inc. charges for parts based on a flat rate from a published price by the manufacturer to fit your vehicle other than as for a replacement battery. This flat rate is the industry which indicates the average cost required for the performance of the stated vehicle repair and which may, therefore, be either more or less than the actual stock price in any given instance.

ALL REPAIRS ARE GUARANTEED UNLESS OTHERWISE SPECIFIED. EXCHANGE
A \$1.00 per day storage fee will be charged to all returned vehicles.

Lemon Law Dispute Resolution Application

(for office use only)

LL case # _____

Date accepted APR 11 1996

OAL Docket # _____

Date of Hearing _____

Completed _____

Section I. Consumer Information

1. Name _____
Last First MI

2. Address _____

city Elizabeth State NJ Zip Code _____ County Union

3. Phone Home _____ Work (_____)

Section II. Vehicle Information

4. Is the vehicle registered in New Jersey? yes no _____

A. If no, was the vehicle purchased on or after August 4, 1991

yes _____ no _____

5. Is the vehicle purchased or leased? purchased leased _____

6. (A) Is your vehicle normally used for personal, family or household purposes?

yes no

(B) Is your vehicle normally used for commercial purposes?

yes no

7. Manufacturer Ford

8. Year 1995 Make Ford Model Windstar
Color Blue Body Type _____

9. VIN (Vehicle Identification Number) _____
(On Registration)

10. Date of Delivery month March day 29 year 95

11. (A) Mileage on delivery _____
(B) Present Mileage _____

12. Dealer from which vehicle purchased (If vehicle leased fill in 14.)

Name Castle Ford (now Parkway Ford)

Address Washfield Ave

City Roselle Park State NJ Zip _____

Vehicle is paid for.

13. Lender (Bank or Finance Company to which you make monthly payments) [if vehicle is leased complete 15]

Name _____
Address _____
City _____ State _____ Zip _____
Account Number _____

14. Dealer from which vehicle is leased

Name _____
Address _____
City _____ State _____ Zip _____

15. Company to which you make monthly lease payment

Name _____
Address _____
City _____ State _____ Zip _____
Lease term _____ Years _____

Section III. Repair Information on Nonconformity

16. Within the first 24 months or 18,000 miles, whichever, came first, which of the following occurred:

3 or more repair attempts for the same defect.

Your vehicle was out of service for repairs for a total of 20 or more days for any number of defects.

17. Do you believe that the defect(s) in your vehicle substantially impair its:

Use? yes no Market Value? yes no

Safety? yes no

18. (a) Have you informed the Manufacturer of final repair opportunity by certified mail?

yes no certified return receipt date Nov 11, 1996

(b) What was the mileage at that time? 13113

19. (a) What was the date you first reported this problem(s) to your dealer for repairs? 4/27/95

(b) What was the mileage at that time? 922

20. (a) Were there three or more repair attempts for the same problem?

yes no

(b) If yes, for which problem (s)? brakes

- (c) Were all three repair attempts made within 18,000 miles or 24 months, whichever is earlier? yes no
- (d) If a final repair attempt was completed in accordance with your Lemon Law Notification Letter sent to the Manufacturer, what was the mileage at that time? 13,113
- (e) Give the date of each repair attempt for the ~~same~~ problem(s) by the manufacturer's authorized dealer:

PROBLEM	DATE 1	DATE 2	DATE 3
1 <u>Brakes</u>	<u>4/27/95</u>	<u>7/21/95</u>	<u>3-2-95</u>
2 <u>Brakes</u>	<u>11-13-95</u>	<u>2-22-96</u>	<u>4-10-96</u>
3 _____	_____	_____	_____

- (f) Do any of the problems still exist? yes no

21. Dealer where repair (s) were attempted.

Name Portway Ford
 Address Westfield Ave
 City Elizabethtown State NY Zip _____

22. (a) If you experienced one or more problems with the car, was the car out of service due to repairs for a total of 20 or more calendar days?

yes _____ no How many days _____

(b) Were the 20 days out of service within 18,000 miles or 24 months, whichever is earlier? yes _____ no _____

Not Sure how many days vehicle was out of service each time though it is.
(c) List dates vehicle was out of service due to repairs

1. from 4-27-95 to 11-2-95 number of days 2

2. from 11-13-95 to 11-13-95 number of days 1

3. from 8-2-95 to 8-3-95 number of day 2

7-26-95 - 7-26-95 2/22/96

(D) Do any of the problems continue to exist? Yes No
23. Briefly describe the existing problem(s) for which you now seek relief under the New Jersey Lemon Law.

brakes still squeak and are very low to the floor.

24. Is the problem(s) you are complaining about the result of your abuse, neglect or unauthorized modification or alteration?

Yes

No

25. Did you have the vehicle repaired by other than an authorized dealer?

Yes

No

Section IV. Financial Information

If you purchase your vehicle without financing complete section A.

If you purchase your vehicle with financing complete section B.

If you leased your vehicle complete section C.

26. A. Purchased without financing

1. Purchase price

2. Trade in allowance

25,765.

11365.00

3. Registration, title and other government fees

4. Cost of options installed by the dealer within 30 days
 delivery\$_____
5. Total amount paid\$_____
6. Sales tax\$_____

B. If Financed

1. Total purchase price of vehicle..... \$ _____
2. TRADE-IN allowance \$ _____
3. Down payment (for that portion of the purchase
 price that is financed) \$ _____
4. Monthly payment (for that portion of the
 purchase price that is financed) \$ _____
5. Total amount of monthly payments made to date
 (line 4 X number of payments) \$ _____
6. Registration, title and other government fees..\$ _____
7. Total paid to date excluding sales tax \$ _____
8. Sales Tax \$ _____

C. IF LEASED

1. Down payment plus security deposit \$ _____

2. Trade-In allowance, if any \$ _____

year _____ make _____ model _____

mileage _____

3. Monthly payment \$ _____

4. Total amount of monthly payments made to date
(line 3 X _____ number of payments) \$ _____

5. Registration, title and other government fees \$ _____

6. Total paid to date excluding sales tax \$ _____

D. If towing expenses were necessary, please attach a photocopy of any bills.

Costs of towing \$ _____

Make and Model of rental vehicle _____

Dates rented _____

Reason for rental _____

Section V:

27. Please indicate where you prefer your case to be heard:
(if possible)

_____ Atlantic City _____ Trenton Newark

28. Have you participated in any previous arbitration for the same
problem(s) for which you are seeking relief? Yes _____ No

How _____ Date _____
Did you accept the decision? Yes _____ No _____

If yes, explain and give current status: _____

29. If an attorney or other person is going to represent you,
please fill in the following information:

Name _____ Firm _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

I hereby request that the State hear my new vehicle warranty case. I certify that the manufacturer has not yet given me a refund or replacement, and that all statements made in connection with this request for dispute resolution are true to the best of my knowledge. I understand that this document and its attachments are public record.

I am aware that I can receive dispute resolution regarding this motor vehicle only once and that further applications will not be accepted after a final decision is issued in this case.

Signature



Date

6/17/96

IF YOU HAVE NOT ALREADY DONE SO, PLEASE ATTACH COPIES OF THE FOLLOWING: DO NOT SEND ORIGINALS.

- ✓ final repair opportunity letter to manufacturer
 - ✓ certified mail return receipt
 - ✓ work orders
 - ✓ all relevant evidence of repair attempts
 - ✓ sales invoice
 - ✓ purchase order
 - ✓ if financed, finance contract or home loan, etc...
 - ✓ lease agreement
 - ✓ vehicle registration
 - ✓ towing, rental bills
- need final repair after 30 days*



CT System

(52) 102-7
(1/10/97)

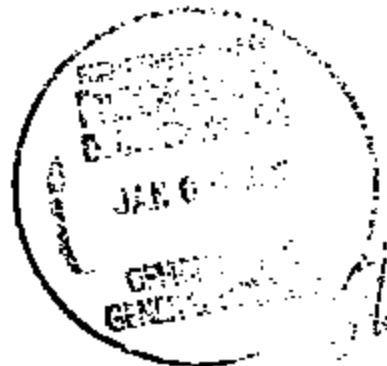
Service of Process Transmittal Form
Oklahoma City, Oklahoma

01/08/1997

Via Federal Express (2nd Day)

TO: ELAINE NAYSMITH
FORD MOTOR CO OFFICE OF GEN CSL
3 PARKLANE BLVD STE 430 W
DEARBORN, MI 48128

Phone: (313) 248-8864 ex
FAX: (313) 248-8862



RE: PROCESS SERVED IN OKLAHOMA

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] vs FORD MOTOR COMPANY
- 2. DOCUMENT(S) SERVED: Summons, Answer, Counter-Claim and Cross petition of Defendant
- 3. COURT: District Court for Canadian County, State of Oklahoma
Case Number CJ-98-307-01
- 4. NATURE OF ACTION: Defendant prays for judgment against "Ford" for all sums, if any, for which Defendant may be adjudged liable to Plaintiff for alleged negligence resulting in damages to 1995 Ford Windstar.
- 5. ON WHOM PROCESS WAS SERVED: The Corporation Company, Oklahoma City, Oklahoma
- 6. DATE AND HOUR OF SERVICE: By Certified mail on 01/08/1997 with Postmarked Date 01/04/1997
- 7. APPEARANCE OR ANSWER DUE: 20 Days
- 8. ATTORNEY(S): GEORGE H. RAMEY
RAMEY & THARP
THREE SOUTH FIFTH STREET
YUKON, OK 73099

9. REMARKS:

SIGNED CT Corporation System
PER Supervisor of Process
ADDRESS 735 First National Building
Oklahoma City, OK 73102
SCP WS 0001083472

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.

7-30-96

cm

IN THE DISTRICT COURT OF CANADIAN COUNTY,
STATE OF OKLAHOMA

[Redacted]

Plaintiff(s)

vs.

Case No. 96-017-01

~~FORD MOTOR COMPANY~~

Defendant(s)

FILED
SHARON DILL COURT CLERK
CANADIAN COUNTY, OKLA

JAN 03 1997

S U M M O N S

To the above-named Defendant(s):

By _____

~~FORD MOTOR COMPANY~~

by Its Agent

The Corporation Company
735 First National Bldg.
Oklahoma City, Ok 73102

You have been sued by the above-named plaintiff(s), and you are directed to file a written answer to the attached petition in the court at the above address within twenty (20) days after service of this summons upon you exclusive of the day of service. A copy of your answer must be delivered or mailed to the attorney for the plaintiff. Unless you answer this petition within the time stated judgment will be rendered against you with costs of the action.

Issued this _____ day of _____, 19 97

SHARON DILL, COURT CLERK

(Seal)

BY _____
Deputy Court Clerk

Attorney(s) for Plaintiff(s) _____
Defending Jackie Cooper Ford, Inc.

Certified Mail
 Sheriff
 Process Server

Name ALBERT S. TRAPP

Address Three South Fifth Street

Oklahoma City, OK 73104

Telephone 361-1447

YOU MAY SEEK THE ADVICE OF AN ATTORNEY BEFORE ANSWERING THIS SUMMONS. IF YOU DO NOT SEEK THE ADVICE OF AN ATTORNEY, YOUR ANSWER SHOULD BE CHIEF AND FULLY COMPLIED WITH THE RULES REGARDING ANSWERS TO PETITIONS WITHIN THE TIME FRAME STATED ABOVE TO AVOID A JUDGMENT.

IN THE DISTRICT COURT OF CANADIAN COUNTY
STATE OF OKLAHOMA

FILED
SHARON DILL COURT CLERK
CANADIAN COUNTY, OKLA

JAN 03 1997

[REDACTED])
)
 Plaintiff,)
)
 v.)
)
 JACKIE COOPER FORD, INC.)
 and FORD MOTOR COMPANY)
 and FORD MOTOR CREDIT CORP.,)
)
 Defendants.)

Sy _____

Case No. CJ-96-307-01

**ANSWER, COUNTER-CLAIM AND CROSS PETITION OF
DEFENDANT JACKIE COOPER FORD, INC.**

FIRST CAUSE OF ACTION

COMES NOW, Jackie Cooper Ford, Inc., by and through its attorney, [REDACTED] and
for its answer to Plaintiff's Petition filed herein, states:

1. This Defendant denies the allegations set forth in Paragraph 1 of Plaintiff's First Cause of Action.
2. This Defendant denies the allegations set forth in Paragraph 2 of Plaintiff's First Cause of Action.
3. This Defendant denies the allegations set forth in Paragraph 3 of Plaintiff's First Cause of Action.
4. This Defendant is without sufficient information to admit or deny Paragraph 4 of Plaintiff's First Cause of Action.
5. This Defendant denies the allegations set forth in Paragraph 5 of Plaintiff's First Cause of Action.

6. This Defendant denies the allegations set forth in Paragraph 6 of Plaintiff's First Cause of Action.

7. This Defendant denies the allegations set forth in Paragraph 7 of Plaintiff's First Cause of Action.

SECOND CAUSE OF ACTION

Defendant adopts and incorporates herein its responses to Paragraphs 1 through 7 of Plaintiff's Petition as if fully set forth herein.

8. Plaintiff's Second Cause of Action asserts allegations and makes claim for damages against Defendant, Ford Motor Credit Corp., and not against Defendant, Jackie Cooper Ford, Inc.

9. With regard to Paragraphs 10 and 11 as the same may be applicable to Defendant Jackie Cooper Ford, Inc., this Defendant denies the allegations set forth in Paragraphs 10 and 11 as the same aver a legal conclusion to which Defendant is not required to respond, and therefore Paragraphs 10 and 11 of Plaintiff's Second Cause of Action are therefore deemed denied.

AFFIRMATIVE DEFENSES

COMES NOW the Defendant, Jackie Cooper Ford, Inc., by and through its Attorney, George H. Ramey, and for its Affirmative Defenses alleges and states as follows:

1. Plaintiff's Petition fails to state a claim upon which relief may be granted.
2. Plaintiff was negligent and such negligence on the part of the Plaintiff proximately caused or contributed to the Plaintiff's damages, if any, and such negligence on the part of Plaintiff comparatively was greater than the negligence of the Defendant, and Plaintiff is therefore not entitled to recover herein.
3. Defendant denies generally and specifically each and every material allegation contained

in Plaintiff's Petition which is not specifically admitted and demands strict proof thereof.

4. Defendant reserves the right to amend its Answer and add additional Affirmative Defenses.

5. Plaintiff has not returned the consideration to the Purchase Contract, being the motor vehicle at issue to this Defendant, and therefore cannot seek rescission of the Contract.

6. Plaintiff's action is barred by the Statute of Limitations.

7. Plaintiff's action is barred by the *doctrine of laches*.

WHEREFORE, having Answered, Defendant prays that Plaintiff take nothing herein, for attorney fees and costs, and for such other and further as the Court deems just and proper.

COUNTER-CLAIM

COMES NOW the Defendant, Jackie Cooper Ford, Inc., by and through its Attorney, George H. Ramey, and for its Counter-Claim against Plaintiff, alleges and states as follows:

1. That Plaintiff purchased from Defendant, Jackie Cooper Ford, Inc., a 1995 Ford Windstar on or about the 23rd day of August, 1994.

2. That Plaintiff took possession of the 1995 Ford Windstar on or about the 23rd day of August, 1994, and has retained possession of the aforesaid motor vehicle.

3. That Plaintiff is exercising dominion and control over said motor vehicle and is using the same on a daily basis.

4. That Defendant, Jackie Cooper Ford, Inc., is entitled to judgment against Plaintiff for the fair rental value of the 1995 Windstar for the same has remained in the dominion, control and use of Plaintiff [\$69.00 (fair market rental value per day) X days in possession of Plaintiff = fair rental value]

WHEREFORE, this Defendant prays for judgment against Plaintiff for the fair rental value of said motor vehicle while in the dominion, control and use of Plaintiff and further prays that Plaintiff pay to this Defendant its attorney fees and costs, and for such other and further relief to which it may be entitled.

CROSS-PETITION

COMES NOW the Defendant, Jackie Cooper Ford, Inc., by and through its Attorney, George H. Ramey, and for its Cross-Petition against Defendant, Ford Motor Company, alleges and states as follows:

1. That Plaintiff purchased from Defendant, Jackie Cooper Ford, Inc., a 1995 Ford Windstar on or about the 23rd day of August, 1994.

2. That Plaintiff took possession of the 1995 Ford Windstar on or about the 23rd day of August, 1994, and has retained possession of the aforesaid motor vehicle.

3. That Defendant, Ford Motor Company is the maker and manufacturer of the 1995 Ford Windstar motor vehicle at issue, and warrants repairs to the motor vehicle subject to the terms of the Warranty Agreement covering the 1995 Ford Windstar.

4. That Plaintiff has alleged in his Petition that due to the failure of the essential purpose of express limited warranty of repair or replacement of the 1995 Ford Windstar that he has been damaged for which he seeks relief.

5. That Defendant, Jackie Cooper Ford, Inc., is entitled to indemnification or contribution from Defendant, Ford Motor Company for any and all sums which Defendant, Jackie Cooper Ford, Inc., might be adjudged liable to Plaintiff.

WHEREFORE, Defendant, Jackie Cooper Ford, Inc., prays for judgment against Defendant.

Ford Motor Company for all sums, if any, for which Defendant, Jackie Cooper Ford, Inc., may be adjudged liable to Plaintiff; for attorney fees and costs; and, for such other and further relief which this Court deems just, equitable and proper.

Respectfully submitted:

George H. Ramey, OBA# 7401
RAMEY & THARP
Three South Fifth Street
Yukon, Oklahoma 73099
(405) 354-1987
Attorney for Jackie Cooper Ford, Inc.

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the above and foregoing instrument was mailed, sufficient postage prepaid thereon, this ____ day of December, 1996, to:

Donald E. Easter
P.O. Box 54806
Oklahoma City, OK 73154

George H. Ramey

RAWEY & THARP
Attorneys at Law
Three South Fifth Street
Yukon, Oklahoma 73096



Ford Motor Company
The Corporation Company
735 First National Bldg
Oklahoma City, OK 73102

CLAIMANT [REDACTED] DOJ SEAT LOC. INSP. DATE 2-24-96
 ALLEGED BRAKES Go To Floor CMS# 95-4157
 VEHICLE 95 WINDSTAR GL 7PASSNG JFNDA5741 S [REDACTED] MILEAGE
 IMPACT DIRECTION(S)

INJURIES

COMPONENT (L WHL ABS) BRAKE SHOE P/N SUB SYSTEM
 RECALL TSB WARRANTY

DIMENSIONAL

MATERIAL

ENG. SPECS.

INSPECTION Visual X-RAY FORENSIC LT PHOTOS

Four sets of Shoes Received - Not identified by wheel location

Set	#1	#2
A	0.230 inch	0.220 inch
B	0.240 inch	0.210 inch
C	0.230 inch	0.240 inch
D	0.200 inch	0.240 inch

No Cracks, Chip-outs, no heat checks
 all appear normal

COMMENTS

rev 1/19/95 m

==>
 VIN: 2FMDA5147TE [REDACTED] Year: 1996 Model: WINDSTAR
 Owner Status: SUBSEQUENT WSD: 07/24/96
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: [REDACTED] Case: 445021452 Day Ph: [REDACTED]
 Symptom Desc: SERVICE BRAKE INOP/INEFFECTIVE
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY
 Dealer: JORGENSEN FORD
 Issue Type: 07 LEGAL Issue Status: C CLOSED
 Comm Type: PH PHONE Odometer Reading: 15000 MI
 Analyst: 2224VK VINCE KIRKSEY Document Number:
 Action Date: 05/28/02 Action Data: Y Action Time: 13:31:09 EST
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Action Desc: MAKE OUTBOUND CALL TO CUSTOMER
 Comments: ND CAUSED THE CUSTOMER TO SUSTAINED TORN LIGAMENTS TO THE
 LEF KNEE, AND A FRACTURED HIP. THE CUSTOMER RECEIVED MEDICAL
 TREATMENT, AND WAS RELEASE. SHE IS STILL SEEKING THERAPY FOR
 HER INJURIES. THE VEHICLE IS CURRENTLY AT A SALVAGE COMPANY,
 AND WAS TOWED THERE BY THE POLICE DEPARTMENT. THE CUSTOMER
 DOES NOT HAVE ANY INSURANCE ON THE VEHICLE.

F1-Help F2-AddAction F4-PrevAction F5-NextAction F6-ActionData
 F9-PrevComments F10-NextComments F11-Menu F12-Return F13-ESP
 MORE COMMENTS AVAILABLE

LPREL54

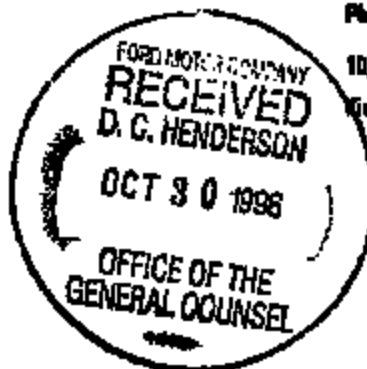


CT System

Service of Process Transmittal Form
Philadelphia, Pennsylvania

10/28/1996

By Federal Express (2nd Day)



96-6134-MH-X 9/16

TO: DENISE HENDERSON
ADMINISTRATION
OFFICE GEN CBL FORD MOTOR CO
PARKLANE TOWERS W STE 401
ONE PARKLANE BLVD
DEARBORN, MI 48126

Phone: (313) 322-1822 ext:

RE: **PROCESS SERVED IN PENNSYLVANIA**

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

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

- 1. TITLE OF ACTION: [REDACTED] vs Michael B. Rockman, and Ford Motor Company, et al
- 2. DOCUMENTS RECEIVED: Notice, Complaint, Verification, Jury Demand.
- 3. COURT: Common Pleas Court, Westmoreland County, Pennsylvania
Case Number 72840F1996
- 4. NATURE OF ACTION: Alleged negligence in the manufacturing of 1996 Windstar G.L. that had defective brakes that caused the vehicle to strick plaintiff's vehicle, causing plaintiff to sustain injuries. Amount Claimed: not specified
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Philadelphia, Pennsylvania
- 6. DATE AND HOUR OF SERVICE: By Process server on 10/28/1996 at 18:00
- 7. APPEARANCE OR ANSWER DUE: Within 20 Days
- 8. ATTORNEY: Jerome L. Tarnay, Esquire
10531 Center Highway
North Huntingdon, PA 15842
- 9. REMARKS:

STARTED CT Corporation System

FOR RETURNED TO: Wtarnay T. Spear
ADDRESS 1835 Market Street
Philadelphia, PA 19103
SOP WS 800 1015084

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and is meant 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.

A TRUE COPY
ATTEST:
GARY UHRIN
SHERIFF

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

CIVIL DIVISION - LAW

[REDACTED]

Plaintiff

Case No.:
Code No.: 7264 of 1996

vs.

MICHAEL B. ROCKMAN,
FORD MOTOR COMPANY, a
foreign corporation, and
DAY FORD, INC.,

Defendants

Type of Pleading:

COMPLAINT

Filed on behalf of this party:

[REDACTED] Plaintiff

Counsel of record for this party:

JEROME L. TIERNEY, ESQUIRE

Pa. I.D. No.: 45734
10531 Center Highway
North Huntingdon, PA 15642
(412) 864-7757

RECEIVED
OCT 18 1996
Westmoreland County
Sheriff's Office
A.M. 6:50 P.M.
Gary Uhrin, Sheriff

JURY TRIAL
DEMANDED

FILED
OCT 18 1996
CLERK
[Signature]

2. The Defendant, **MICHAEL B. ROCKMAN**, is an adult individual whose last known address was P.O. Box 17251, Pittsburgh, Pennsylvania 15235.

3. The Defendant, **FORD MOTOR COMPANY**, hereinafter referred to as "FORD", is a foreign corporation, registered to do business in Pennsylvania, having a registered office for service at C.T. Corporation System, 1635 Market Street, Philadelphia, Pennsylvania 19103, and engaged in the business of designing, testing, manufacturing, constructing, fabricating, distributing, supplying and selling for valuable consideration 1996 Ford Windstar G.L.'s, including the one operated by the Defendant, **MICHAEL B. ROCKMAN**, at the time of the accident.

4. The Defendant, **DAY FORD, INC.**, hereinafter referred to as "DAY" is a foreign corporation, registered to do business in Pennsylvania, having a registered office for service at C.T. Corporation System, 1635 Market Street, Philadelphia, Pennsylvania 19103, and engaged in the business of selling and repairing/maintaining Ford automobiles, including the 1996 Ford Windstar G.L. hereinafter identified.

5. On or about July 12, 1996, at approximately 1:36 P.M., the Plaintiff, [REDACTED] was operating a 1990 Ford Taurus G.L. automobile, eastbound along Route 22, a public roadway, in Murrysville, Westmoreland County, when his vehicle was unexpectedly and violently struck from behind by a 1996 Ford Windstar G.L. automobile operated by **MICHAEL B. ROCKMAN**, thereby causing the injuries and damages as set forth hereinafter.

6. The vehicle driven by **MICHAEL B. ROCKMAN** was owned by him and was manufactured, designed, marketed, distributed and sold by **FORD** and **DAY** and had previously been inspected and/or repaired by **DAY** during the preceding thirty (30) days for brake problems.

7. At all times pertinent hereto, the Plaintiff effectively had "Full Tort" coverage based upon his own carrier's failure to provide required notices, disclosures, waivers and cost comparisons as required under the Pa. Financial Responsibility Act, and based further upon his carrier's failure to effectively communicate his options to him.

8. The injuries and damages sustained by the Plaintiff [REDACTED] as hereinafter set forth, were the direct and proximate result of the negligence of the Defendant, **MICHAEL B. ROCKMAN**, in the following particulars:

- a. in failing to maintain his vehicle under proper speed and control;
- b. in being inattentive to traffic conditions along Route 22 and otherwise failing to maintain a sharp lookout of the road and vehicular traffic;
- c. in failing to operate the steering mechanism of his vehicle in such a manner as to avoid the collision;
- d. in failing to operate and/or maintain the brakes of his vehicle in such a manner as to avoid the collision;
- e. in failing to inspect, maintain and/or properly repair and test his brakes when, under the circumstances, he knew or should have known that his brakes were not safe;
- f. in driving his vehicle at an unsafe speed under the conditions as they existed;

- g. in operating his vehicle contrary to rules of driving and the statutes of the Commonwealth of Pennsylvania, particularly the Motor Vehicle Code thereof, regulating the operation of motor vehicles along public highways including, but not limited to, the following:
1. 75 P.S. §3714--careless driving;
 2. 75 P.S. §3736--reckless driving;
 3. 75 P.S. §3361--driving at safe speed;
 4. 75 P.S. §4525--tire equipment;
 5. 75 P.S. §3310--following too closely.
- h. in operating his vehicle with brakes, steering and/or tires which were not functioning properly;
- i. in failing to stop or slow down sufficiently within a safe and assured clear distance of the Plaintiff's vehicle, which the Defendant saw or could and should have seen ahead of him.

9. As a direct and proximate result of the negligence of the Defendant, **MICHAEL B. ROCKMAN**, the Plaintiff, [REDACTED] sustained the following injuries, some or all of which may be permanent or require continuing treatment:

- a. injuries to the shoulders, head, neck and back areas;
- b. injuries to the nerve and muscle system;
- c. soft tissue damage to the neck, back and shoulder areas;
- d. severe shock, pain, anxiety, headaches and emotional distress;
- e. limitation of mobility and the enjoyment of life.

10. As a direct and proximate result of the aforesaid injuries, the Plaintiff, [REDACTED] [REDACTED] has sustained the following damages:

- a. past and future medical expenses for rehabilitative treatment;

- b. past and future medical expenses for medications to treat his injuries;
- c. great pain, suffering and inconvenience;
- d. lost wages;
- e. diminished earning capacity;
- f. property damage to his vehicle, towing and storage expenses and rental car expenses.

11. At all times pertinent hereto, the Plaintiff acted carefully, cautiously and with due regard for his own safety and that of others in operating his vehicle.

WHEREFORE, the Plaintiff [REDACTED] demands judgment in his favor and against the Defendant, MICHAEL B. ROCKMAN, for the injuries and damages identified herein in an amount within the jurisdictional limit requiring compulsory arbitration.

COUNT II [REDACTED] vs. Ford Motor Company - Strict Liability

12. The Plaintiff incorporates by reference herein Paragraph Nos. 1-8 and 11 of his Complaint.

13. MICHAEL B. ROCKMAN'S brakes failed to function properly despite his attempts to apply them, causing his vehicle to violently and unexpectedly strike the Plaintiff's vehicle.

14. Upon information and belief, the subject accident was caused by the defective nature of the brakes in MICHAEL B. ROCKMAN'S vehicle, which defect existed at the time

the vehicle left FORD'S care, custody, and control, and rendered Rockman's vehicle unreasonably dangerous for its intended use.

15. At all times pertinent hereto the Windstar was in substantially the same condition when it was operated by MICHAEL B. ROCKMAN at the time of the accident as it was when it left the control of FORD.

16. As the result of the defective nature of the brakes, which condition existed at the time of the vehicle's manufacture and sale and/or delivery to DAY and to MICHAEL B. ROCKMAN, FORD is strictly liable to the Plaintiff pursuant to §402A of the Restatement (Second) of Torts for the following reasons:

- a. failing to properly and adequately design, inspect, and/or test or repair the braking system;
- b. failing to properly and adequately manufacture the braking system;
- c. failing to warn MICHAEL B. ROCKMAN, the Plaintiff and the public of the dangerous nature of the braking system.

17. As the direct and proximate result of the defects in the braking system as described above, the Plaintiff suffered the injuries and damages set forth at Nos. 9-10 of this Complaint, which are incorporated by reference herein.

WHEREFORE, the Plaintiff [REDACTED] demands judgment in his favor and against the Defendant, FORD MOTOR COMPANY, for the injuries and damages identified herein in an amount within the jurisdictional limit requiring compulsory arbitration.

COUNT III - [REDACTED] vs. Ford Motor Company and Day Ford, Inc. - Negligence)

18. The Plaintiff incorporates by reference herein Paragraph Nos. 12-17 of his Complaint.

19. The negligence of FORD and DAY consisted of the following, inter alia:

- a. failing to discover the defect in the braking system when they knew or should have known that such a defect existed;
- b. failing to take the necessary steps to safely and properly inspect and/or repair the braking system;
- c. failing to properly design and/or test the braking system;

20. As a direct and proximate result of Defendants' negligence, Plaintiff suffered the damages and injuries as more fully described above.

WHEREFORE, the Plaintiff [REDACTED] demands judgment in his favor and against the Defendants, FORD MOTOR COMPANY and DAY FORD, INC., jointly and severally, for the injuries and damages identified herein in an amount within the jurisdictional limit requiring compulsory arbitration.

COUNT IV - [REDACTED] vs. Ford Motor Company and Day Ford, Inc. -

Punitive Damages)

21. The Plaintiff incorporates by reference herein Paragraph Nos. 12-20 of his Complaint in their entirety.

22. The failure of FORD and DAY to properly and adequately test the subject vehicle prior to marketing, distributing and otherwise purveying said vehicle were malicious, willful and/or evidenced a wanton and reckless disregard for the Plaintiff's rights and safety.

23. At all times relevant hereto, FORD and DAY knew or should have known that MICHAEL B. ROCKMAN'S vehicle was defective, uncrashworthy and unsafe for its intended use, and therefore, the actions of FORD and DAY in distributing and purveying said automobile were malicious, willful and/or evidenced a wanton and reckless disregard for the Plaintiff's rights and safety.

24. The actions of FORD and DAY in repeatedly representing in advertisements in the mass media and other communications that the 1996 Ford Windstar G.L. was safe, constituted a material and intentional misrepresentation requiring the imposition of punitive or exemplary damages against FORD and DAY.

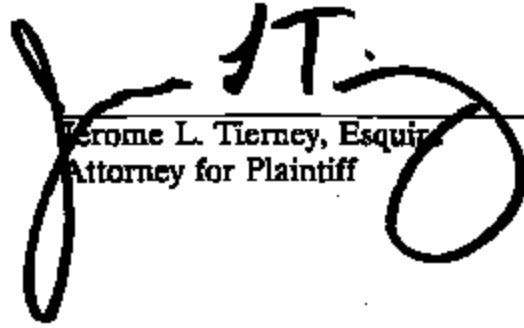
25. As a result of each of the foregoing, the Plaintiff is entitled to recover from FORD and DAY punitive or exemplary damages in addition to the other damages herein identified.

26. As the direct and proximate result of the incident described aforesaid and the acts and omissions of FORD and DAY as specifically set forth in this Complaint, the Plaintiff has sustained those damages and injuries more fully described above.

WHEREFORE, the Plaintiff [REDACTED] demands judgment in his favor and against the Defendants, FORD MOTOR COMPANY and DAY FORD, INC., jointly and

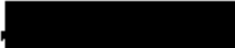
severally as previously claimed, along with an award of punitive damages in an amount which may not exceed the amount requiring compulsory arbitration.

Respectfully submitted,



Jerome L. Tierney, Esquire
Attorney for Plaintiff

VERIFICATION

I,  verify that the statements contained in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.

Dated: 10/14/96





Inter Office

September 4, 1996

To: K. O. Kottkamp

Subject: Request for Small Claims Court Loss

On July 30, 1996, Mike Wallace Ford (sales code 71449; p&w code 05499) went to small claims court against [REDACTED] regarding concerns they felt they had with their 1995 Ford Windstar (VIN: 2FMDA51473E [REDACTED]). Ford Motor Company was not named in the case and I was unable to attend due to a delay in being notified of the hearing date.

A decision was rendered on August 2, 1996 in favor of the [REDACTED] awarding them \$4755.92 and \$40.00 for court costs totaling \$4795.92 (see attached claim and judgment). Mike Wallace Ford has paid the judgment and is seeking to be fully reimbursed by Ford Motor Company.

I had previously reviewed the [REDACTED] service file and determined not to offer them a replacement vehicle, as they had requested, due to their service history not supporting an offer of a replacement. Mike Wallace Ford management informed me that the [REDACTED] would file for arbitration (DSB), at which time I stated that Ford would allow the case to go to the Board.

Even though the [REDACTED] concerns with their vehicle were all addressed, an offer of a vehicle replacement was going to be made to avoid the small claims court case. However, the offer did not take place in time, their case was taken to court and the dealership subsequently lost. Therefore, I am requesting that we fully reimburse Mike Wallace Ford based on the facts that they were only the servicing dealer and my pending offer of a goodwill vehicle replacement.

The [REDACTED] have left the vehicle at Mike Wallace Ford and stopped making payments to Ford Motor Credit. Ford Credit plans on repossessing the vehicle after I had informed them that the vehicle has no product defects and the issue with the [REDACTED] is more of a customer satisfaction nature.

D. M. Kraus
Dealer Operations Manager

Attachment

Lemon Law Dispute Resolution Application

(for office use only)

LL case # _____

Date accepted SEP 19 1995

OAL Docket # _____

Date of Hearing _____

Completed _____

Section I. Consumer Information

1. Name _____
Last First MI

2. Address _____

city BRICK State NJ Zip Code _____ County OCEAN

3. Phone Home _____ Work _____

Section II. Vehicle Information

4. Is the vehicle registered in New Jersey? yes no

A. If no, was the vehicle purchased on or after August 4, 1991
yes _____ no _____

5. Is the vehicle purchased or leased? purchased leased

6. (A) Is your vehicle normally used for personal, family or household purposes?

yes no

(B) Is your vehicle normally used for commercial purposes?

yes no

7. Manufacturer FORD Motor Co.

8. Year 85 Make FORD Model WINDSTAR
Color lt. Evergreen Body Type LX WAGON

9. VIN (Vehicle Identification Number) 2FMDA5142SE
(On Registration)

10. Date of Delivery month Nov. day 4 year 1994

11. (A) Mileage on delivery 0 to 25
(B) Present Mileage 8,000 Approx

12. Dealer from which vehicle purchased (If vehicle leased fill in 14.)

Name LARSON FORD

Address 1150 OCEAN AVE.

City LAKWOOD State D.J. Zip 08701

13. Laimholders (Bank or Finance Company to which you make monthly payments) [if vehicle is leased complete 15]

Name Commerce Bank | SHORE, N.A. (WENDY)
(handling loan)
Address 106 North main Street. PO. BOX 536
City Forked River State N.J. Zip 08731-0530
Account Number ~~XXXXXX~~ 1001 Loan # 20846

14. Dealer from which vehicle is leased N/A

Name _____
Address _____
City _____ State _____ Zip _____

15. Company to which you make monthly lease payment N/A

Name _____
Address _____
City _____ State _____ Zip _____
Lease term _____ Years _____

Section III. Repair Information on Nonconformity

16. Within the first 24 months or 18,000 miles, whichever, came first, which of the following occurred:

3 or more repair attempts for the same defect.

Your vehicle was out of service for repairs for a total of 20 or more days for any number of defects.

17. Do you believe that the defect(s) in your vehicle substantially impair its:

Use? yes no Market Value? yes no
Safety? yes no

18. (a) Have you informed the Manufacturer of final repair opportunity by certified mail?

yes no certified return receipt date 8/11/95

(b) What was the mileage at that time? 8,000 Approx *Down C*

19. (a) What was the date you first reported this problem(s) to your dealer for repairs? 3-17-95

(b) What was the mileage at that time? Approx 4300

20. (a) Were there three or more repair attempts for the same problem?

yes no

(b) If yes, for which problem (s)? Brake Related problem

Section III. Repair Information on Nonconformity

16. Within the first 24 months or 18,000 miles, whichever, came first, which of the following occurred:

3 or more repair attempts for the same defect.

Your vehicle was out of service for repairs for a total of 20 or more days for any number of defects.

17. Do you believe that the defect(s) in your vehicle substantially impair its:

Use? yes no Market Value? yes no

Safety? yes no

18. (a) Have you informed the Manufacturer of final repair opportunity by certified mail?

yes no certified return receipt date

(b) What was the mileage at that time? 8,000 Approx

19. (a) What was the date you first reported this problem(s) to your dealer for repairs? 3-17-95

(b) What was the mileage at that time? Approx 4300

20. (a) Were there three or more repair attempts for the same problem?

yes no

(b) If yes, for which problem (s)? Brake Related problems

(c) Were all three repair attempts made within 18,000 miles or 24 months, whichever is earlier? yes no

(d) If a final repair attempt was completed in accordance with your Lemon Law Notification Letter sent to the Manufacturer, what was the mileage at that time? N/A They did not take the van.

(e) Give the date of each repair attempt for the ~~same~~ problem(s) after ~~two~~ ^{but responded on the 11th day, stating they would replace van} ~~two~~ attempts by the manufacturer's authorized dealer: File.

PROBLEM	DATE 1	DATE 2	DATE 3
1 <u>Brake noises</u>	<u>3-17-95</u>	<u>3-28-95</u>	<u>5-23-95</u>
2 <u>ABS light + Brake H.</u>	<u>Date #4</u>	<u>Date #5</u>	<u>Date #6</u>
3 <u>Remain on.</u>	<u>5-31-95</u>	<u>6-8-95</u>	<u>6-23-95</u>

(f) Do any of the problems still exist? yes no

21. Dealer where repair (s) were attempted.

Name LARSON FORD
Address 1150 OCEAN AVE.
City LAKELWOOD State N.J. Zip 08723

22. (a) If you experienced one or more problems with the car, was the car out of service due to repairs for a total of 20 or more calendar days?

yes no How many days

(b) Were the 20 days out of service within 18,000 miles or 24 months, whichever is earlier? yes no N/A

List dates vehicle was out of service due to repairs *n/a*

from 3/17/95 to 3/17/95 number of days 1

2. from 3/28/95 to 3/30/95 number of days 2

3. from 5/23/95 to 5/23/95 number of day 1

4. 5/31/95 to 5/31/95 number of days 1 6. 6-23-95 to 6-23-95 number of days 1

5. 6-8-95 to 6-8-95 number of days 1

(D) Do any of the problems continue to exist? Yes 1 No

23. Briefly describe the existing problem(s) for which you now seek relief under the New Jersey Lemon Law.

Brakes grinding + squeaking, ABS light plus
Brakes lights remain on, Brakes have failed
partially + completely.

24. Is the problem(s) you are complaining about the result of your abuse, neglect or unauthorized modification or alteration?

Yes No ✓

25. Did you have the vehicle repaired by other than an authorized dealer?

Yes No ✓

Section IV. Financial Information

If you purchase your vehicle without financing complete section A.

If you purchase your vehicle with financing complete section B.

If you leased your vehicle complete section C.

26. A. Purchased without financing *n/a*

1. Purchase price\$

2. Trade in allowance\$

3. Registration, Title and other government fees...\$

(c) List dates vehicle was out of service due to repairs *N/A*

1. from _____ to _____ number of days _____

2. from _____ to _____ number of days _____

3. from _____ to _____ number of day _____

(D) Do any of the problems continue to exist? Yes No

23. Briefly describe the existing problem(s) for which you now seek relief under the New Jersey Lemon Law.

*Brakes grinding + squeaking, ABS light plus
Brakes lights remain on, Brakes have failed
partially + completely.*

24. Is the problem(s) you are complaining about the result of your abuse, neglect or unauthorized modification or alteration?

Yes _____

No

25. Did you have the vehicle repaired by other than an authorized dealer?

Yes _____

No

Section IV. Financial Information

If you purchase your vehicle without financing complete section A.

If you purchase your vehicle with financing complete section B.

If you leased your vehicle complete section C.

26. A. Purchased without financing *N/A*

1. Purchase price\$ _____

2. Trade in allowance\$ _____

3. Registration, Title and other government fees...\$ _____

4. Cost of options installed by the dealer within 30 days
delivery\$ _____

5. Total amount paid\$ _____

6. Sales tax\$ _____

B. If Financed

1. Total purchase price of vehicle..... \$ 24,500 w/out TAX.

2. TRADE-IN allowance \$ 0

3. Down payment (for that portion of the purchase
price that is financed) \$ 6,500

4. Monthly payment (for that portion of the
purchase price that is financed) \$ 435.21

5. Total amount of monthly payments made to date
(line 4 X number of payments) \$ 4,787.21
10 payments

6. Registration, title and other government fees..\$ 166.90

7. Total paid to date excluding sales tax \$ 11,454.11

8. Sales Tax \$ 1,470

C. IF LEASED

n/a

1. Down payment plus security deposit \$ _____

2. Trade-In allowance, if any \$ _____

year _____ make _____ model _____

mileage _____

3. Monthly payment \$ _____

4. Total amount of monthly payments made to date

(line 3 X _____ number of payments) \$ _____

5. Registration, title and other government fees \$ _____

6. Total paid to date excluding sales tax \$ _____

D. If towing expenses were necessary, please attach a photocopy of any bills.

* *DUE TO ACCIDENT, BECAUSE OF BRAKE FAILURE*
- expenses have been paid for by insurance co.
Costs of towing \$ _____

* *Vehicle was rented by paid for by Ford.*

Make and Model of rental vehicle _____

Dates rented _____

Reason for rental _____

Section V:

27. Please indicate where you prefer your case to be heard:
(if possible)

____ Atlantic City ✓ Trenton ____ Newark

28. Have you participated in any previous arbitration for the same
problem(s) for which you are seeking relief? Yes ____ No ✓

How _____ Date _____
Did you accept the decision? Yes ____ No _____

If yes, explain and give current status: _____

29. If an attorney or other person is going to represent you,
please fill in the following information:

Name Gerald Herrman Firm Individual Attorney
Address 50 Hadley Ave.
City Toms River State N.J. Zip 08753
Telephone Number 908-914-1480

I hereby request that the State hear my new vehicle warranty case. I certify that the manufacturer has not yet given me a refund or replacement, and that all statements made in connection with this request for dispute resolution are true to the best of my knowledge. I understand that this document and its attachments are public record.

I am aware that I can receive dispute resolution regarding this motor vehicle only once and that further applications will not be accepted after a final decision is issued in this case.

Signature _____

Date

8/28/95
8/28/95

IF YOU HAVE NOT ALREADY DONE SO, PLEASE ATTACH COPIES OF THE FOLLOWING: DO NOT SEND ORIGINALS.

- . final repair opportunity letter to manufacturer
- . certified mail return receipt
- . work orders
- . all relevant evidence of repair attempts
 - . sales invoice
 - . purchase order
 - . if financed, finance contract or home loan, etc...
 - . lease agreement
 - . vehicle registration
 - . towing, rental bills

Lease Law Dispute Resolution Application

(for office use only)

LL case # _____

Date accepted 1-28-94

OAL Docket # _____

Date of Hearing _____

Completed _____

Section I. Consumer Information

1. Name _____
Last First MI

2. Address _____

city Park Ridge State NJ zip code _____ county BERGEN

3. Phone Home _____ Work _____

Section II. Vehicle Information

4. Is the vehicle registered in New Jersey? yes no _____

A. If no, was the vehicle purchased on or after August 4, 1991
yes _____ no _____

5. Is the vehicle purchased or leased? purchased leased _____

6. (A) Is your vehicle normally used for personal, family or household purposes?

yes no

(B) Is your vehicle normally used for commercial purposes?

yes no

7. Manufacturer FORD

8. Year 95 Make FORD Model WINDSTAR
Color CHAMPAGNE Body Type Mini-VAN

9. VIN (Vehicle Identification Number) 2FMDA51445E XXXXXXXXXX
(On Registration)

10. Date of Delivery month 12 day 28 year 94

11. (A) Mileage on delivery 10
(B) Present Mileage 7,000

12. Dealer from which vehicle purchased (If vehicle leased fill in 14.)

Name RIDGEWOOD'S VILLAGE FORD

Address 555 NORTH MAPLE AVENUE

City RIDGEWOOD State NJ Zip 07450

13. Leinholders (Bank or Finance Company to which you make monthly payments) [if vehicle is leased complete 15]

Name N/A PAID CASH
Address _____
City _____ State _____ Zip _____
Account Number _____

14. Dealer from which vehicle is leased

Name N/A PAID CASH
Address _____
City _____ State _____ Zip _____

15. Company to which you make monthly lease payment

Name N/A PAID CASH
Address _____
City _____ State _____ Zip _____
Lease term _____ Years _____

Section III. Repair Information on Nonconformity

16. Within the first 24 months or 18,000 miles, whichever, came first, which of the following occurred:

3 or more repair attempts for the same defect. — DEFECTS

Your vehicle was out of service for repairs for a total of 20 or more days for any number of defects.
C → UNKNOWN BECAUSE DEALER DID NOT COMPLETE DELIVERY DATES ON REPAIR INVOICES

17. Do you believe that the defect(s) in your vehicle substantially impair its:

Use? yes no Market Value? yes no
Safety? yes no

18. (a) Have you informed the Manufacturer of final repair opportunity by certified mail? THIS WAS DONE TWICE.

yes no certified return receipt date 9/5/95

(b) What was the mileage at that time? 2,750 AND 10/23/95
3,800

19. (a) What was the date you first reported this problem(s) to your dealer for repairs? 6/8/95

(b) What was the mileage at that time? 1,900

20. (a) Were there three or more repair attempts for the same problem? — PROBLEMS

yes no

(b) If yes, for which problem (s)?
1) BRAKES DO NOT STOP THE VEHICLE PROPERLY
2) TRANSMISSION 3-2 CLUNKING PROBLEM
3) OPEN DOOR INDICATOR LIGHT ON DASH, CHIMES, AND INTERIOR LIGHTS COME ON FOR NO REASON WHILE DRIVING. DEALER REPLACED SWITCH AND THIS STILL HAPPENS.

(c) Were all three repair attempts made within 18,000 miles or 24 months, whichever is earlier? yes no

(d) If a final repair attempt was completed in accordance with your Lemon Law Notification Letter sent to the Manufacturer, what was the mileage at that time? DATE TWICE 1) 2,750 MILES 2) 3,800 miles

(e) Give the date of each repair attempt for the same problem(s) by the manufacturer's authorized dealer:

PROBLEM	DATE 1	DATE 2	DATE 3
1 BRAKE, FRONT & REAR	6/2/95, 8/4/95, 8/10/95, 9/13/95, 10/16/95, 10/22/95		
2 TRANSMISSION	6/6/95, 8/4/95, 8/12/95, 9/13/95, 10/16/95, 10/22/95		
3 OPEN DOOR ALARMS	10/16/95, 10/22/95, DEALER SAID PROBLEM COULD NOT BE FIXED BECAUSE IT'S INTERNAL		

(f) Do any of the problems still exist? yes no
ALL OF THEM

21. Dealer where repair (s) were attempted.

Name RIDGEWOOD'S VILLAGE FORD
Address 555 NORTH MADE AVENUE
City RIDGEWOOD state NEW JERSEY zip 07450

22. (a) If you experienced one or more problems with the car, was the car out of service due to repairs for a total of 20 or more calendar days? UNKNOWN, DEALER DID NOT ALWAYS SPECIFY WHEN THE VEHICLE WAS PICKED UP ON THE INVOICE
yes no How many days DURING SEVEN VISITS, 1 OF THE 7 VISITS, THE DEALER HAD THE VEHICLE FOR 5 DAYS

(b) Were the 20 days out of service within 18,000 miles or 24 months, whichever is earlier? yes no

IT PROBABLY IS NOT 20 DAYS YET BUT IT IS VERY CLOSE TO 20.

CAN NOT VERIFY,
 UNKNOWN BECAUSE DEALER DID NOT FILL
 IN RETURN DATES PROPERLY, WHEN DEALER DID
 FILL IN DATES, THE DATES FILLED IN WERE ENORMOUS

17 DAYS

- (c) List dates vehicle was out of service due to repairs
 JUNE 8TH 2 DAYS, AUG 4TH 1 DAY, AUG 18TH 4 DAYS,
 1. from _____ to _____ number of days _____
 AUG 20TH 1 DAY, SEP 13TH 1 DAY, OCT 16TH 5 DAYS,
 2. from _____ to _____ number of days _____
 OCT 22ND 3 DAYS FOR A TOTAL OF 17 DAYS
 3. from _____ to _____ number of day _____

(D) Do any of the problems continue to exist? Yes No
 23. Briefly describe the existing problem(s) for which you now seek relief under the New Jersey Lemon Law. I AM STILL EXPERIENCING VERY POOR BRAKING RESPONSE. FORD WANTS TO INSTALL NON-SEMI METAL CLUNKS PAD WHICH WILL STOP THE CAR FASTER, BUT WEAR OUT VERY QUICKLY.

2) TRANSMISSION CLUNKS INTO LOWER GEAR WHEN COMING TO STOP.

3) OPEN DOOR INDICATOR COMES ON WHILE DRIVING, ESPECIALLY WHEN RAINING OR HUMID. DEALER REPAIRED SWITCH BUT THE PROBLEM STILL EXISTS

24. Is the problem(s) you are complaining about the result of your abuse, neglect or unauthorized modification or alteration?

Yes _____ No

25. Did you have the vehicle repaired by other than an authorized dealer?

Yes _____ No

Section IV. Financial Information

If you purchase your vehicle without financing complete section A.

If you purchase your vehicle with financing complete section B.

If you leased your vehicle complete section C.

26. A. Purchased without financing

- 1. Purchase price \$ 20,986.00
- 2. Trade in allowance \$ N/A
- 3. Registration, Title and other government fees... \$ 79.50

4. Cost of options installed by the dealer within 30 days
delivery \$ _____

5. Total amount paid \$ 22,324.66

6. Sales tax \$ 1,259.16

B. If Financed

1. Total purchase price of vehicle..... \$ _____

2. TRADE-IN allowance \$ _____

3. Down payment (for that portion of the purchase
price that is financed) \$ _____

4. Monthly payment (for that portion of the
purchase price that is financed) \$ _____

5. Total amount of monthly payments made to date
(line 4 X number of payments) \$ _____

6. Registration, title and other government fees..\$ _____

7. Total paid to date excluding sales tax \$ _____

8. Sales Tax \$ _____

C. IF LEASED

1. Down payment plus security deposit \$ _____

2. Trade-In allowance, if any \$ _____

year _____ make _____ model _____
mileage _____

3. Monthly payment \$ _____

4. Total amount of monthly payments made to date
(line 3 X _____ number of payments) \$ _____

5. Registration, title and other government fees \$ _____

6. Total paid to date excluding sales tax \$ _____

D. If towing expenses were necessary, please attach a photocopy of any bills.

Costs of towing \$ _____

Make and Model of rental vehicle _____

Dates rented _____

Reason for rental _____

Section V:

27. Please indicate where you prefer your case to be heard:
(if possible)

_____ Atlantic City _____ Trenton ✓ Newark

28. Have you participated in any previous arbitration for the same
problem(s) for which you are seeking relief? Yes _____ No ✓

How _____ Date _____
Did you accept the decision? Yes _____ No _____

If yes, explain and give current status: _____

29. If an attorney or other person is going to represent you,
please fill in the following information: *UNKNOWN AT THIS TIME*

Name _____ Firm _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

I hereby request that the State hear my new vehicle warranty case. I certify that the manufacturer has not yet given me a refund or replacement, and that all statements made in connection with this request for dispute resolution are true to the best of my knowledge. I understand that this document and its attachments are public record.

I am aware that I can receive dispute resolution regarding this motor vehicle only once and that further applications will not be accepted after a final decision is issued in this case.

Signature



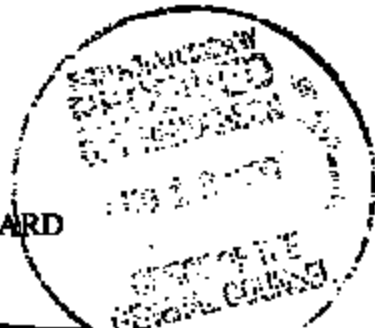
Date

12/15/95

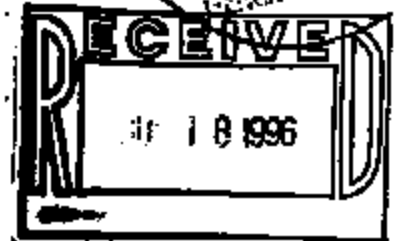
IF YOU HAVE NOT ALREADY DONE SO, PLEASE ATTACH COPIES OF THE FOLLOWING: DO NOT SEND ORIGINALS.

- ✓ final repair opportunity letter to manufacturer *attachment #35*
- ✓ certified mail return receipt
- ✓ work orders
- . all relevant evidence of repair attempts
 - ✓ sales invoice
 - ✓ purchase order
 - . if financed, finance contract or home loan, etc...
 - . lease agreement
 - vehicle registration
 - . towing, rental bills

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD
Lemon Law Arbitration Program



NOTICE OF ARBITRATION



nl
112344

[Redacted]

Palm Harbor, Florida [Redacted]

Consumer,

vs.

Case No.: 96-0759/TPA
Date Approved: 7/16/96

Ford Motor Company
101 Southhall Lane, Suite 350
Maitland, Florida 32751-8081,

Manufacturer.

YOU ARE HEREBY NOTIFIED that the Request for Arbitration filed by the above-named consumer has been approved for arbitration before the Florida New Motor Vehicle Arbitration Board. A hearing shall be scheduled within 40 calendar days of the date of approval indicated above. A Notice of Hearing stating the date, time and location of the hearing will be mailed to you at a later date. The case has been assigned to the Board's Tampa region. The case number is 96-0759/TPA and it shall be stated on all communications concerning this case. **Please read carefully the enclosed pamphlet entitled "Arbitration Information."** It will help you prepare and present your case to the Board. Any further questions or correspondence regarding your case, or any change of address, should be directed to Ms. Jane J. Brooks or Ms. Donna P. Lentz, Board Administrators, at (813) 873-4737, Office of the Attorney General, Lemon Law Arbitration Program, Westwood Center, Suite 510, 2002 North Lois Avenue, Tampa, Florida 33607.

TO THE CONSUMER: You must submit current proof of insurance on the vehicle which is the subject of this case to the Board Administrator at the address given above prior to the date of your hearing, or bring such proof with you to the hearing. Please read all of the information contained in this Notice.

TO THE MANUFACTURER: Enclosed with your copy of this Notice is a copy of the consumer's Request for Arbitration form and supporting documents, and a Manufacturer's Answer to be completed and filed with the Board Administrator at the address given on the Answer form within 15 days of your receipt of this Notice. An Answer filed by mail or courier service will be considered to be filed when postmarked by the United State Postal Service or when the courier's shipping date is affixed. Except as provided in Rule 2-32.015, Florida Administrative Code, or by the Board, all affirmative defenses the manufacturer plans to raise must be asserted in the Manufacturer's Answer, or an amended

answer filed pursuant to Rule 2-32.013, Fla. Admin. Code, or they may not be raised at the hearing. The manufacturer also must assert its right to inspect the consumer's motor vehicle in the Answer.

The Board Administrator will send a copy of the Manufacturer's Answer to the consumer upon receipt of the completed form. If more than one manufacturer is named in this Notice, then each manufacturer must serve a copy of the Manufacturer's Answer upon the other. Any amendments to the Answer must be served upon the consumer and any other manufacturer, if applicable, by the manufacturer whose Answer is amended.

PREHEARING INFORMATION SHEET: Both parties must complete the enclosed Prehearing Information Sheet as instructed on the Sheet. It is the responsibility of the consumer and each manufacturer to complete the Prehearing Information Sheet and mail it so as to insure that the original Sheet and all attachments are received by the Board at the address specified on the Sheet, with a copy to be received by the opposing party no later than 5 days prior to the date of the hearing. (You will receive a Notice of Hearing giving the hearing date.) If more than one manufacturer is named above, each named manufacturer must receive a copy of the Prehearing Information Sheet with attachments from the consumer and every other named manufacturer no later than 5 days prior to the date of the hearing. **Be certain to retain a copy of the Prehearing Sheet and any attachments for your own use at the hearing.**

SUBPOENAS: Subpoenas for witnesses or documents, if required, may be issued by the Board Administrator upon written request to the Board. You must send your written request for subpoena to the Board Administrator far enough in advance of the hearing to allow for service prior to the hearing. You do not have to know when your hearing is scheduled to request a subpoena. Upon receipt of the request, a subpoena will be issued to you at the time the hearing is scheduled. See the "Arbitration Information" pamphlet for further details regarding subpoena requests.

IMPORTANT: You should retain and bring to the hearing copies of all forms and documents you have submitted. If you have not done so and are in need of additional copies, you should contact your Board Administrator at (813) 873-4737, and request copies far enough in advance of the hearing to allow for receipt prior to the hearing date. The Consumer should plan to bring the motor vehicle to the hearing. If this is not possible, notify the Board Administrator immediately.

(DLA/LL-005)
(7/92)



Office of the Attorney General

96-07-16416 / LD

For Office Use Only
Indicate Date:

Filed (DCS) 07-1-96
 Ineligible _____
 Returned _____
 Rejected _____
 Withdrawn _____
 Referred to AG 7-2-96
 Approved 7-16-96
 AG Case # 96-0759/TPA

Request for Arbitration
by the
Florida New Motor Vehicle
Arbitration Board



I. Consumer Information

1. Purchaser/Leasee: [REDACTED]

2. Address: [REDACTED]

City: PALEMBANK State: FL Zip Code: [REDACTED]

3. Home Phone: [REDACTED] Work Phone: () _____

II. Selling Dealer, Financing, and Leasing Information

4. Dealer Name: KARL FLAMMER FORD

Address: 41975 U.S. HWY. 19 NORTH

City: TARPON SPRINGS State: FL Zip Code: 34689

Lessor, bank, or lending institution to which monthly payments are made:
NONE Loan or Acct. # _____

Address: _____

City: _____ State: _____ Zip Code: _____

III. Relief Requested (Check one only)

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

IV. Vehicle Information

6. Vehicle Type: MINIVAN
(Car, truck, van, recreational vehicle, utility vehicle)

7. If a truck: 10,000 lbs. or less gross vehicle weight
More than 10,000 lbs. gross vehicle weight

8. If a recreational vehicle (RV): Motorized Non-Motorized

9. Manufacturer: FORD
(GM, Ford, Chrysler, Toyota, Winnebago, Coachmen, etc.)

10. Make: FORD Model: WINDSTAR Year: 1995
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)
(Please attach a copy of the warranty)

11. Vehicle Identification Number (VIN): 2FMDA5146SB 
(This is a long number usually consisting of letters and numerals that is listed on your

12. If an RV, list the names of the manufacturers from whom you have received warranties for the drive train (engine, etc.) and/or chassis. (e.g. Ford, Spartan Motors, GM, etc.) _____

(Please attach a copy of any applicable warranty)

13. If a conversion vehicle, give the name of the company who performed the conversion, if known:

(Aero, Centurion, Freedom Conversion, Sherrod, etc.)

a. When was the conversion work performed? (check one)

- prior to your purchase;
 after purchase

b. If after your purchase, was the conversion work performed: (check one)

- through the dealership as an option, referral, or part of the sale;
 by an independent company at your choosing.

c. Did you receive a warranty from the conversion company? Yes No

(If yes, please attach a copy.)

14. a. Was the vehicle: Purchased Leased
- b. In Florida? Yes No
- c. As: New Demonstrator Used
15. a. If leased, for a term of one year or more? Yes No
- b. If yes: Are you responsible for having the vehicle repaired? Yes No
- OR was this a lease-purchase agreement? Yes No
16. Do you still own or possess the vehicle? Yes No
17. a. If new or demonstrator, what was the date of delivery? 1-30-95
- b. Mileage at time of delivery: 12 MILES
- c. Date (or approximate date) that you put 24,000 miles on your vehicle: 5-5-96
- d. What is the vehicle's current mileage? 26,689
18. If used, was the vehicle transferred to you by the original owner during the first 24,000 miles of operation or within 18 months after the date of original delivery (whichever occurred first)? Yes No
19. If used, complete the following:
- a. Original owner's name and address: _____
- b. State where vehicle was originally purchased: _____
- c. Actual date of delivery to original owner: _____
- d. Mileage at time of delivery to original owner: _____
- e. Date vehicle was transferred to you: _____
- f. Mileage at that time: _____
- g. Date (or approximate date) that original owner and you put 24,000 miles on vehicle: _____

V. Information Regarding Problem(s) with Vehicle

(Important: you must provide proof at the hearing of answers given in this section.)

20. List each problem (other than routine maintenance and minor warranty repairs), and the date and mileage, first reported to the authorized service agent (dealer) or manufacturer during the first 24,000 miles of operation or within 18 months after the date of delivery (whichever occurs first). Attach a separate sheet if necessary.

	Problem <i>(Do not list the same problem twice)</i>	Date First Reported	Mileage
1.	<u>BRAKES</u>	<u>9/1/95</u>	<u>11,303</u>
2.	_____	____/____/____	_____
3.	_____	____/____/____	_____
4.	_____	____/____/____	_____
5.	_____	____/____/____	_____
6.	_____	____/____/____	_____
7.	_____	____/____/____	_____
8.	_____	____/____/____	_____

21. a. Were there at least three repair attempts for the same problem(s)? Yes No
 If no, explain why: _____

- b. If yes, give the dates for the first three repair attempts for the same problem(s) by the manufacturer's authorized service agent (e. g. the dealer). Attach a separate sheet if necessary.
(Attach copies of all relevant work orders.)

	Problem	Date 1	Date 2	Date 3
1.	<u>BRAKES INTERMITTENT</u>	<u>9-1-95</u>	<u>4-10-96</u>	<u>4-15-96</u>
2.	_____	____/____/____	____/____/____	____/____/____
3.	_____	____/____/____	____/____/____	____/____/____
4.	_____	____/____/____	____/____/____	____/____/____

- c. What was the mileage at the time of the third repair attempt? 22,895
- d. Did you notify the manufacturer (not the dealer) identified in Question 9 in writing after three or more repair attempts? Yes No

If no, explain why: _____

If yes, what was the date the manufacturer received notification? MAY 12, 1996

- e. Did you notify the manufacturer identified in Question 12 or the conversion company identified in Question 13 in writing after three or more repair attempts? Yes No Not applicable
 If no, explain why: _____

If yes, date the manufacturer or conversion company received the notification: _____

You must attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer(s) or conversion company received the notification.



SUMMONS AND
RETURN OF SERVICE

9
10/6/97

COURT
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT
TELEPHONE NO. (313) 224- 5436

THIS CASE ASSIGNED TO JUDGE PAMELA R HARWOOD

Bar Number: 26737

PLAINTIFF

DEFENDANT

PL 01 VS

FORD MOTOR COMPANY

DF 02

PLAINTIFF'S ATTORNEY

PARKER BRIAN P
(P-48317)
30800 TELEGRAPH RD
SUITE 2985
FRANKLIN MI 48025
B10-642-6268

*Www
402 997*

OFFICE OF THE SECRETARY
JOHN H. SUTAMAKI
97 SEP 29 P1:03
QAN

CASE FILING FEE

PAID

JURY FEE

PAID

ISSUED

9/16/97

THIS SUMMONS EXPIRES

12/16/97

DEPUTY COUNTY CLERK

BARBARA DIXON

Teala P. Hunter - Wayne County Clerk

ELAINE H. MASTRITH

97 SEP 30 9 4 12

OFFICE OF THE
GENERAL COUNSEL

This summons is invalid unless served on or before its expiration date.

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

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

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ . The docket number and assigned judge are:

Docket no.	Judge	Bar no.

The action remains is no longer pending.



COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

JURY FEE PAID

STATE OF MICHIGAN

THIS DATE

SEP 16 1997

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE



Plaintiff,

97-729312 CK 9/16/97

ELA R HARWOOD

-vs-



VS

FORD MOTOR COMPANY

FORD MOTOR COMPANY, a Delaware Corporation, TROY MOTORS, INC., a Michigan Corporation, and FORD MOTOR CREDIT CORPORATION, a Delaware Corporation, Jointly and Severally,

Defendants.

LAW OFFICES OF BRIAN P. PARKER
BRIAN P. PARKER (P 48617)
Attorney for Plaintiff
30800 Telegraph Rd., Suite 2985
Bingham Farms, MI 48025
(810) 642-6268

OFFICE OF THE SECRETARY
JOHN R. BRITTMAN
SEP 29 11:03

THERE IS NO OTHER CIVIL ACTION BETWEEN THESE PARTIES ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT PENDING IN THIS COURT. NOR HAS ANY SUCH ACTION BEEN PREVIOUSLY FILED AND DISMISSED OR TRANSFERRED AFTER HAVING BEEN ASSIGNED TO A JUDGE, NOR DO I KNOW OF ANY OTHER CIVIL ACTION, NOT BETWEEN THESE PARTIES, ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT THAT IS EITHER PENDING OR WAS PREVIOUSLY FILED AND DISMISSED, TRANSFERRED, OR OTHERWISE DISPOSED OF AFTER HAVING BEEN ASSIGNED TO A JUDGE IN THIS COURT.

**COMPLAINT
DEMAND FOR JURY**

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

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in Wayne County, State of Michigan.
2. Defendant, Ford Motor Company, is a corporation authorized to do business in the State of Michigan and is engaged in the manufacture, sale, and distribution of the Plaintiff's motor vehicle and related equipment and services, with its principal offices located in the City of Dearborn, Wayne County, Michigan.
3. Defendant, Troy Motors, Inc. ("Dealer"), is a corporation authorized to do business in the State of Michigan, and is an authorized Ford dealer and repair facility placing Ford products in to the stream of commerce and servicing Ford motor vehicles in the City of Troy, Oakland County, Michigan.
4. Defendant, Ford Motor Credit Corporation, is a corporation authorized to finance vehicles in the State of Michigan and, at the time of Plaintiff's purchase, had its principal offices located in the City of Dearborn, Wayne County, Michigan.
5. The regular business activities of Defendants include leasing and offering to lease motor vehicles to lessees like the Plaintiff for personal, family or household purposes and the term of most or all of these vehicle leases exceeds four months with the total contractual obligation under the lease is less than \$25,000.00.
6. On or about November 16, 1996, Plaintiff leased a new 1996 Ford Windstar, VIN# 2FMDA514XT [REDACTED] from the Defendant Dealer, for a sum exceeding \$10,000, which motor vehicle was manufactured and distributed by the Defendant Ford.
7. At the signing of the Plaintiff's lease, all rights, title and interest in the subject vehicle were assigned to Defendant Ford Credit by the lease agreement between the Plaintiff and Defendant Dealer.

8. Defendant Ford Credit, is subject to all of Plaintiff's claims and defenses against the Defendants-dealer and manufacturer, pursuant to MCLA 492.101, et seq.

9. Plaintiff leased the vehicle primarily for personal, family, and/or household purposes.

10. Plaintiff's lease of the vehicle was accompanied by express warranties offered by Defendant Dealer and extending to the Plaintiff.

11. In fact, when delivered, the subject vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted of the following but not limited to: engine noises, interior and exterior defects, coolant leaks, engine leaks, engine replacement, brake and ABS defects, windshield defects, front end and suspension defects and electrical defects. This list is continuing.

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

13. Despite Plaintiff's repeated efforts to repair the vehicle, many nonconforming and defective conditions were not repaired.

14. Plaintiff's directly notified defendants of the defective conditions of the vehicle on numerous occasions, and of his attempt to terminate the lease agreement.

15. The unconscionable and enormous expense of early termination prevented the Plaintiff from terminating the agreement and turning the car back to the Defendant without undue and overburdening expense.

16. This causes arises out of the defendants' breaches of contract and violations of the

enclosed statutes, as set forth in this complaint.

17. Plaintiff seeks judgement against the Defendants in whatever amount in excess of \$10,000 that Plaintiff is entitled to, equitable relief, exemplary damages, statutory damages, reasonable attorney fees and the costs and expenses of this action.

COUNT I
BREACH OF WARRANTY

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

19. Defendants are merchants with respect to motor vehicles under MCLA 440.2803 et seq.

20. The aforementioned motor vehicle leased by Plaintiff was subject to implied warranties of merchantability under MCLA 440.2862.

21. Defendants also made certain express warranties and representations to Plaintiffs, both orally and in writing under MCLA 2862.

22. Said express and implied warranties included, but were not limited to the vehicles' reliability, merchantability, freedom from defects, that it was of sound quality and that any repairs or defects would be repaired within in a reasonable time.

23. The Defendants impliedly warranted that the subject vehicle would be merchantable and at least fit for the purpose for which it is used under MCLA 440.2863.

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

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

26. The express warranties have been breached by Defendants' failure to deliver the subject vehicle free from defects and by their failure to repair said defects within a reasonable time. 27. That the vehicle is still subject to future repairs and loss of use as a result of

Defendant's failure to repair the vehicle as warranted.

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

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

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

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$10,000 Plaintiff is found to be entitled, consequential damages, equitable relief, plus interest, costs and reasonable attorney fees.

COUNT II
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

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

32. This Court having jurisdiction under 15 USC §2301 et seq, including 15 USC

§2310(d).

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

34. Defendants are "suppliers" and "warrantor" as defined in the Warranty Act, 15 U.S.C. § 2310(4) and (5).

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

36. The express warranties more fully described hereinabove and pertaining to the vehicle is a "written warranty" as defined in the Warranty Act, 15 U.S.C. § 2301(6).

37. The actions of Defendants as hereinabove described and in failing to tender the subject vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitute a breach of the written and implied warranties covering the vehicle and are a violation of the Magnusson-Moss Warranty Act.

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

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

40. As a proximate result of the misconduct of Defendants as alleged herein, and in an effort to protect their rights and to enforce the terms of the agreement as more particularly set forth above, it has become necessary for Plaintiff to employ the legal services of Attorney

Brian P. Parker and Plaintiff have incurred and continue to incur legal fees, costs and expenses in connection therewith.

41. As a direct and proximate result of the acts and omissions of Defendants and each of them as set forth hereinabove, plaintiff has been damaged as mentioned in an amount in excess of \$10,000.00.

42. Pursuant to the Magnusson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$10,000 Plaintiff is found to be entitled, equitable relief, plus interest, costs and reasonable attorney fees.

COUNT III
BREACH OF WARRANTY OF FITNESS

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

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

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

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

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

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

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

COUNTY
REVOCATION

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

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

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

52. Due to the vehicle's lengthy repair history and continuing defects, Plaintiff has previously sought to revoke acceptance pursuant to MCLA 440.2967 and the return of the expenses used to lease the subject vehicle.

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

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

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to accept

return of the subject vehicle and refund Plaintiff's purchase price, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorney fees.

COUNT V
BREACH OF DUTY OF GOOD FAITH

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

56. Pursuant to MCLA 440.1203, Defendants had the duty to act in good faith with respect to the leased transactions between the parties.

57. Defendants have breached their duty of good faith in this transaction by MCLA 440.1203 by:

- a. breaching the express and implied warranties described herein;
- b. leasing the Plaintiff a vehicle with the mechanical defects of which they knew or should have known;
- c. failing to repair the above enumerated defects the first time during the warranty period.

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

COUNT VI
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

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

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

60. The transactions complained of constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(c).

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

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

her interests by reason of disability, illiteracy, or inability to understand the language or an agreement presented by the other party to the transaction who knows or reasonably should know of the consumers inability, MCLA 445.903(1)(x).

62. As a result of the Defendants actions, the jurisdiction of this Court of Plaintiff's Complaint is based on MCLA 445.911(2), providing that persons suffering loss as a result of a violation of the Michigan Consumer Protection Act may bring action to recover actual damages, together with reasonable attorneys fees.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$10,000 they is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute.

COUNT VII
BREACH OF CONTRACT

63. Plaintiff reallege and incorporate herein by reference each and every allegation contained above as though fully set forth and restated herein.

64. That the Plaintiff and the Defendants entered into an agreement for the lease of the subject vehicle.

65. That there was a viable offer, acceptance and consideration for the agreement.

66. That as enumerated above by in the repair history of the Plaintiff's vehicle, Defendants have breached the conditions of the subject agreement and have failed and/or refused to make reasonable arrangements to rectify said breach.

67. That due to the Defendants' breach of the contract as enumerated above, the Plaintiff was harmed and continues to suffer harm in that he did not receive what he bargained for.

68. Plaintiff now seeks money damages so as to place him in the position she should have been in if the breach did not occur.

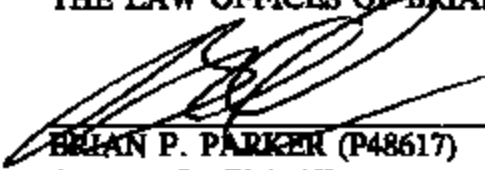
WHEREFORE, Plaintiff prays that this Honorable Court award Judgment in their favor and against the Defendant in an amount in excess of the \$10,000 jurisdictional requirements of this Court, plus interest from and after the date hereof, costs and attorney fees so wrongfully sustained.

DEMAND FOR JURY

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

Respectfully submitted,

THE LAW OFFICES OF BRIAN P. PARKER



BRIAN P. PARKER (P48617)
Attorney for Plaintiff
30800 Telegraph Rd., Suite 2985
Bingham Farms, MI 48025
(810) 642-6268

Date: August 28, 1997



CT System

Service of Process Transmittal Form
Philadelphia, Pennsylvania

04/07/1997

Via Federal Express (2nd Day)

(16)
NN

J
4/14/97

TO: ELAINE NAYSMITH
FORD MOTOR CO OFFICE OF GEN CSL
3 PARKLANE BLVD STE 430 W
DEARBORN, MI 48126

Phone: (313) 248-8884 ex
FAX: (313) 248-8882

666227

115344

RE: PROCESS SERVED IN PENNSYLVANIA

FOR FORD MOTOR COMPANY Domestic State: De

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

- 1. TITLE OF ACTION: [REDACTED] vs Ford Motor Company
- 2. DOCUMENT(S) SERVED: Notice: Complaint: Verification: Exhibits.
- 3. COURT: Common Pleas Court, Philadelphia County, Pennsylvania
Case Number 3949
- 4. NATURE OF ACTION: Alleged violation of "Leman Law Act".
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Philadelphia, Pennsylvania
- 6. DATE AND HOUR OF SERVICE: By Process server on 04/07/1997 at 10:30
- 7. APPEARANCE OR ANSWER DUE: Notice: Within 20 Days.

8. ATTORNEY(S): Craig Thor Kimmel
Kimmel & Silverman, PC
830 Bentry Park
Suite 310
Blue Bell, PA 19422

9. REMARKS:

ELAINE L. NAYSMITH

'97 APR -8 P 4:40

OFFICE OF THE
GENERAL COUNSEL

SIGNED CT Corporation System

PER Ritamarie T. Spear /SS
ADDRESS 1635 Market Street
Philadelphia, PA 19103
SOP WS 0001212585

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.

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

For Preliminary Use Only (Docket Number)
MARCH 1997

PLAINTIFF'S NAME
 [REDACTED]

DEFENDANT'S NAME
 FORD MOTOR COMPANY

PLAINTIFF'S ADDRESS
 Philadelphia, PA [REDACTED]

DEFENDANT'S ADDRESS
 c/o CI Corporation
 1635 Market Street
 Philadelphia, PA 19103
3949

PLAINTIFF'S NAME
 [REDACTED]

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS
 Philadelphia, PA [REDACTED]

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS (70)
 2

TOTAL NO. OF DEFENDANTS (71)
 1

COMMENCEMENT OF ACTION
 1. Complaint
 2. Writ of Habeas Corpus
 3. Notice of Appeal
 4. Petition Action
 OTHER
 5. Arbitration
 6. Jury
 7. Non-Jury & Equity
 8. Class Action
 9. Savings Action
 10. In Forma Pauperis
 11. Transfer from Other Jurisdiction
 12. Miscellaneous Compromise
 13. Survival Action
 14. Wrongful Death Action (involving minor)

AMOUNT IN CONTROVERSY
 30. \$50,000.00 or less
 31. More than \$50,000.00
 32. Assessment of damages hearing required
 33. Assessment of damages hearing not required

AGORIAL OF CAUSE OF ACTION
 40. Action arose in Philadelphia County
 41. Action did not arise in Philadelphia County
(state reason for filing action in Philadelphia County below in 60)
 42. Transaction or occurrence giving rise to action arose in Philadelphia County
 43. Transaction or occurrence giving rise to action did not arise in Philadelphia County
(describe transaction or occurrence below in 60)
 60. _____

DEFENDANT INFORMATION
 50. All defendants are residents of (or have offices in) Philadelphia County
 51. Main defendant is a resident of (or has offices in) Philadelphia County
 52. All defendants regularly conduct business in Philadelphia County (see instruction F)
 53. Main defendant regularly conducts business in Philadelphia County (see instruction F)
 54. Defendants are not residents of (and do not have offices in) Philadelphia County
(state below in 60 reason for filing action in Philadelphia County)

CODE NUMBER AND TYPE OF ACTION (See instruction 8)
 20000 Contract

STATUTORY BASIS FOR CAUSE OF ACTION (See instruction 9)

RELATED PENDING CASES (List by Docket Number - Indicate Whether the Related Cases Have Been Consolidated)

NAME OF PLAINTIFF/APPELLANT'S ATTORNEY
 Craig Thor Kimmel, Esquire

ADDRESS (See instruction 4)
 Kimmel & Silverman, P.C.
 71-79 E. Butler Pike, 2nd Floor
 Ambler, PA 19002

PHONE NUMBER
 (215) 540-8888

SUPREME COURT IDENTIFICATION NO.
 57100

SIGNATURE


DATE
 4/1/97

STATUS
 1001 Deferred
 1010 Arbitration
 1011 Jury
 1012 Non-Jury
 1013 Agency/Tax Appeals
 1014 Mass Tort
 1015 Other
 FILING FEE

TRIAL LIST
 1101 Arbitration Hearing
 Date: _____
 Time: _____
 Arbitration Center
 1601 Market Street
 2nd Floor
 Philadelphia, PA 19103

FOR OFFICIAL USE ONLY
 1102 Settlement Conference
 1103 Hearing Trial
 1104 Status Conference
 1105 Other
 Date: _____
 Time: _____
 Place: _____

Craig Thor Kimmel, Esquire
Identification No. 57100
KIMMEL & SILVERMAN, P.C.
71-79 East Butler Pike
Second Floor
Ambler, PA 19002
(215) 540-8888

Attorney for Plaintiffs

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

9/23/97

[REDACTED]
Philadelphia, PA [REDACTED]

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH 1997

CIVIL ACTION

v.

ATTEST

FORD MOTOR COMPANY
c/o CT Corporation
1635 Market Street
Philadelphia, PA 19103

APR - 2 1997

TERM, 1996

3949

~~L. CAONE~~
~~PRO. PROTHY~~

NO.

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y pueda continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEFONO: 215-238-1701

Craig Thor Kimmel, Esquire
Identification No. 57100
KIMMEL & SILVERMAN, P.C.
71-79 East Butler Pike
Second Floor
Ambler, PA 19002
(215) 540-8888

Attorney for Plaintiffs

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

[REDACTED]
Philadelphia, PA [REDACTED]

v.

FORD MOTOR COMPANY
c/o CT Corporation
1635 Market Street
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

MARCH 1997

TERM, 1996

NO. 3949

COMPLAINT
CODE: 1900

1. Plaintiffs, [REDACTED]
husband and wife, are adult individual citizens and legal
residents of the Commonwealth of Pennsylvania, residing at [REDACTED]
[REDACTED] Philadelphia, Pennsylvania [REDACTED]

2. Defendant, Ford Motor Company, is a business
corporation qualified to do business and regularly conducts
business in the Commonwealth of Pennsylvania, and is a
corporation of the State of Delaware, with its legal residence
and principal place of business located at 300 Renaissance
Center, P.O. Box 43301, Detroit, Michigan 48243, and can be
served c/o CT Corporation, 1635 Market Street, Philadelphia,
Pennsylvania 19103.

BACKGROUND

3. On or about March of 1995, Plaintiffs leased a 1995 Ford Windstar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMDA514XSB [REDACTED]. The vehicle was leased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

4. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges but, excluding other collateral charges not specified, totaled more than \$30,000. A true and correct copy of the Contract is not in Plaintiffs' possession and could not be attached hereto, but may be obtained from Defendant's authorized sales dealer, Pacifico Ford.

5. Plaintiffs aver that as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiffs at the time of acquisition and as such, the vehicle is worthless.

6. In consideration for the lease of the above vehicle, Defendant issued to Plaintiffs several written warranties, including a three (3) year or thirty-six-thousand (36,000) mile warranty, as well as other standard warranties fully outlined in the warranty booklet.

7. On or about March of 1995, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities which substantially impair the use, value and/or safety of the vehicle.

8. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

9. Plaintiffs aver the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

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

11. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the nonconformities.

12. During the first twelve (12) months and/or twelve thousand (12,000) miles, Plaintiff complained about defects and/or non-conformities to the following vehicle components on at least three (3) occasions; defective brakes; rotors; and calipers. True and correct copies of all repair invoices are not in Plaintiffs' possession and could not be attached hereto, though invoices may be obtained from Defendant's authorized service dealer, Pacifico Ford.

13. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the dealer did not maintain records.

14. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its warranty.

15. Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

17. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

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

19. The purpose for which this product is normally used is personal, family, and household use.

20. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

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

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

23. Section 15 U.S.C. §2310(d)(1) provides:

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

24. Plaintiffs have resorted to Ford's Arbitration process prior to filing the within Complaint. A true and correct copy of the Arbitration application is attached hereto, made a part hereof and marked as Exhibit "A".

25. Plaintiffs further aver Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703.

26. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory

obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of Merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

29. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

30. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

31. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

32. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant, in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

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

34. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

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

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

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

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

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

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

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

37. Plaintiffs believe, and therefore aver, that Defendant's conduct falls within the aforementioned definition of "unfair or deceptive acts or practices." Furthermore,

Defendant's actions constitute otherwise reckless, wanton, or willful conduct which is prohibited by the Statute.

38. Section 201-9.2(a) of the Statute provides for private causes of action for any person "who purchases or leases goods or services primarily for personal, family household purposes." The Statute authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorney fees, and costs of suit.


KIMMEL & SILVERMAN, P.C.

By: 

CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs
71-79 East Butler Pike
Second Floor
Ambler, Pennsylvania 19002
(215) 540-8888

V E R I F I C A T I O N

The undersigned, having read the attached pleading, hereby verifies that the within pleading is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not of the Plaintiffs. Plaintiffs state that they have read the within pleading and that it is true and correct to the best of Plaintiffs' knowledge, information and belief. To the extent that the contents of the within pleading are that of counsel, Plaintiffs have relied upon counsel in taking this Verification. If the foregoing contains averments which are inconsistent in fact, Plaintiffs have been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but Plaintiffs have knowledge or information sufficient to form a belief that one of them is true. This Verification is made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.



**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT: (Aviso a Acusado)

FORD MOTOR COMPANY, a Corporation; TUTTLE-CLICK FORD, a Corporation; and DOES 1 through 50, inclusive.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**YOU ARE BEING SUED BY PLAINTIFF:
(A Ud. le está demandando)**



You have 30 CALENDAR DAYS after this summons is served on you to file a typewritten response at this court.

A letter or phone call will not protect you; your typewritten response must be in proper legal form if you want the court to hear your case.

If you do not file your response on time, you may lose the case, and your wages, money and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

Después de que le entreguen esta citación judicial usted tiene un plazo de 30 DIAS CALENDARIOS para presentar una respuesta escrita a máquina en esta corte.

Una carta o una llamada telefónica no le ofrecerá protección; su respuesta escrita a máquina tiene que cumplir con las formalidades legales apropiadas si usted quiere que la corte escuche su caso.

Si usted no presenta su respuesta a tiempo, puede perder el caso, y le pueden quitar su salario, su dinero y otras cosas de su propiedad sin aviso adicional por parte de la corte.

Existen otros requisitos legales. Puede que usted quiera llamar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia de abogados o a una oficina de ayuda legal (vee el directorio telefónico).

The name and address of the court is: (El nombre y dirección de la corte es)

SUPERIOR COURT OF CALIFORNIA
700 Civic Center Drive West
P.O. Box 1994

Santa Ana, CA 92702 CENTRAL JUSTICE CENTER.

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)

Timothy L. Denton, Esq. SBN 097323 714/991-3399

DENTON & ASSOCIATES

9852 W. Katella Ave., #323, Anaheim, CA 92804-6418

CASE NUMBER: POWER OF COURT
00CC07919

JANE D. MYERS, COMM.
DEPT. C10

DATE: JUL 05 2000
(Fecha)

ALAN SLATER

Clerk, by
(Actuario)

M. Quach
NGA QUACH

Deputy
(Delegado)



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
 2. as the person sued under the fictitious name of (specify):
 3. on behalf of (specify): **Ford Motor Company**
- under:
- | | |
|------------------------------------------------------------------|---------------------------------------------------|
| <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.80 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (individual) |
| <input type="checkbox"/> other: | |
4. by personal delivery on (date):

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 05 2000

ALAN SLATER, Clerk of the Court

N. Quach
BY N. QUACH

1 Timothy L. Denton, Esq., SBN 097323
DENTON & ASSOCIATES
2 9852 W. Katella Ave., #323
Anaheim, California 92804-6418
3 Telephone: (714) 991-3399
Facsimile: (714) 991-9399

4
5 *Attorney for: Plaintiffs*
6 [REDACTED]

7
8 SUPERIOR COURT OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

10
11 CASE NO.:

00CC07919

12 COMPLAINT FOR:

- 13
14 1. BREACH OF EXPRESS WARRANTY
15 2. BREACH OF IMPLIED WARRANTIES
16 3. WILLFUL VIOLATION OF THE SONG-
17 BEVERLY CONSUMER WARRANTY ACT

18 JANE D. MYERS, COMM.
DEPT. C10

19
20 Plaintiffs,

v.

21 FORD MOTOR COMPANY, a
22 Corporation; TUTTLE-CLICK FORD, a
23 Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

26 Plaintiffs [REDACTED] hereby request a jury trial and
27 allege:

28 1. [REDACTED] ("PLAINTIFFS") are individuals
residing in Orange County, California.

2. PLAINTIFFS are informed and believe and thereon allege that Defendant, FORD
MOTOR COMPANY is, and at all relevant times was, a corporation qualified to do business in
the State of California.

///

THIS CASE IS ASSIGNED TO A COMMISSIONER BY ORDER OF THE COURT. THE STIPULATIONS OF THE COMMISSIONER MUST BE FILED IN DEPT. C10 WITHIN 15 DAYS OF THE DATE OF THE ASSIGNMENT. TO THESE OBJECTIONS ARE REJEIVED, THE ASSIGNMENT IS HEREBY ACCEPTED.

THIS CASE HAS BEEN ASSIGNED TO CIVIL CASE MANAGEMENT. EACH PARTY MUST INCLUDE THE ASSIGNED JUDGE AND DEPARTMENT NUMBER AS SHOWN UNDER THE CASE NUMBER. ALL PARTIES MUST FILE WITH THE ORANGE COUNTY SUPERIOR COURT RULES.

TIMOTHY L. DENTON & ASSOCIATES

1 3. PLAINTIFFS are informed and believe and thereon allege that Defendants FORD
2 MOTOR COMPANY and DOES 1 through 25, and each of them (individually and collectively
3 "DISTRIBUTOR"), manufactured and/or distributed automobiles in the United States and the
4 State of California, including a consumer good identified as a 1996 Ford Windstar, vehicle
5 identification number 2FMDA5147TB [REDACTED] ("SUBJECT VEHICLE"), for its eventual sale to
6 retail buyers.

7 4. PLAINTIFFS are informed and believe and thereon allege that Defendant,
8 TUTTLE-CLICK FORD, is, and at all relevant times was, a corporation qualified to do business
9 in the State of California.

10 5. PLAINTIFFS are informed and believe and thereon allege that Defendants,
11 TUTTLE-CLICK FORD and DOES 26 through 50, and each of them (individually and
12 collectively "DEALERSHIP") are an authorized dealership fully authorized to sell automobiles
13 manufactured and/or distributed by FORD MOTOR COMPANY.

14 6. The true names and capacities, whether individual, corporate, associate, or
15 otherwise, of those defendants named as DOES 1 through 50, inclusive, are unknown to
16 PLAINTIFFS who therefore sues these defendants by such fictitious names. Each of the
17 defendants designated herein as a fictitiously named defendant is in some manner legally
18 responsible for the events and happenings herein referred to, and contributed to and/or caused the
19 injury and damage to the PLAINTIFFS as herein alleged. PLAINTIFFS will amend this
20 Complaint to allege the true names of DOES 1 through 50, inclusive, once ascertained.

21 7. PLAINTIFFS are informed and believe, and thereon allege that at all times herein
22 mentioned, defendants, and each of them, were the agents, servants, employees, employers,
23 and/or principals of each of the remaining defendants, and each of them, and that the acts and
24 omissions herein alleged were done by them, acting individually, through such capacity and within
25 the scope of their authority, and that said conduct was thereafter ratified by each of the remaining
26 defendants.

27 ///

28

1 8. On or about July 13, 1996, PLAINTIFFS leased the SUBJECT VEHICLE for
2 personal, family, and/or household purposes from DISTRJBUTOR, through Defendant
3 DEALERSHIP for a total consideration of \$35,563.79 over the term of the Vehicle Lease
4 Agreement ("AGREEMENT"). (A true and correct copy of the Agreement is attached as Exhibit
5 "A" and incorporated herein by reference.)

6 9. On or about July 13, 1996, PLAINTIFFS also purchased a Service Contract
7 covering the repair of certain major mechanical breakdowns of the SUBJECT VEHICLE and
8 related expenses. The cost of the Service Contract was incorporated within the provisions of the
9 AGREEMENT to be applied and charged as part of the total monthly lease payment.

10 10. PLAINTIFFS performed all conditions precedent and necessary to require
11 contractual performance by Defendants, and each of them, which were not otherwise excused.

12 11. PLAINTIFFS are informed and believe and thereon allege that DISTRIBUTOR
13 appended to the SUBJECT VEHICLE an express written warranty in which it warranted to
14 perform any repairs or replacement of parts necessary to ensure that the SUBJECT VEHICLE
15 and the components therein were free from all defects in material and workmanship, and to
16 perform any adjustments necessary to maintain the utility of the SUBJECT VEHICLE and the
17 parts, components, and various electrical and/or mechanical systems contained therein.

18 12. Shortly after the purchase of the SUBJECT VEHICLE, PLAINTIFFS began
19 experiencing numerous problems with the SUBJECT VEHICLE. On or about September 24,
20 1996, PLAINTIFFS discovered that the SUBJECT VEHICLE failed to conform to the warranties
21 referenced above in that defects, non-conformities, misadjustments and/or malfunctions relating to
22 the front brakes, rotors, ABS light, engine leaks, tape cassette player, and the automatic
23 transmission of the SUBJECT VEHICLE were exhibited. Subsequently, the SUBJECT
24 VEHICLE exhibited further defects, non-conformities, misadjustments or malfunctions in the
25 same components and/or systems, and additionally, defects, non-conformities, misadjustments or
26 malfunctions were exhibited which related to the calipers, rear brakes, brake and engine noises,
27 interior panel brake light, cigarette lighter, catalytic converter, and head gasket.

1 13. On each occasion on which PLAINTIFFS discovered said defects, non-
2 conformities, misadjustments, or malfunctions, PLAINTIFFS notified DISTRIBUTOR, through
3 one of its authorized service and repair facilities within a reasonable time after discovery thereof.
4 On each notification, PLAINTIFF attempted to invoke the applicable warranties.

5 14. PLAINTIFFS are informed and believe and thereon allege that on September 24,
6 1996, PLAINTIFFS returned the SUBJECT VEHICLE to DEALERSHIP for problems with the
7 braking system, including both the performance of the brakes and a grinding noise when the
8 brakes were applied. The SUBJECT VEHICLE was also experiencing problems such as a
9 malfunctioning cassette tape player, malfunctioning ABS light display, and a hard shift condition
10 when shifting from park into reverse. The front brakes were relined and the brake pads replaced,
11 the tape player was removed and replaced, and other miscellaneous repairs were performed on the
12 SUBJECT VEHICLE. All repairs were paid for by PLAINTIFF. Defendants DEALERSHIP and
13 DISTRIBUTOR refused to perform the above stated repairs under the terms of the applicable
14 warranties and Service Contract.

15 15. PLAINTIFFS are informed and believe and thereon allege that the SUBJECT
16 VEHICLE was returned for servicing an additional nineteen (19) times for concerns with the
17 braking system, including replacing the brakes on two (2) occasions, replacing brake pads on
18 twelve (12), repairs and/or replacing the calipers on seven (7) occasions, eighteen (18) occasions
19 for braking noises, four (4) occasions for ABS light malfunctions, three (3) occasions for brake
20 light malfunctions, and eight (8) occasions for repairs to the rotors. The SUBJECT VEHICLE
21 was also returned for servicing an additional three (3) times for an inoperative lighter, three (3)
22 times for engine noises, inoperative cassette tape player, engine leaks, and transmission problems.

23 16. PLAINTIFFS are informed and believe and thereon allege that in December, 1999,
24 PLAINTIFFS requested copies of all repair orders and estimates regarding the SUBJECT
25 VEHICLE. PLAINTIFFS were advised by DEALERSHIP that they could only provide the
26 recent records, that all records regarding the first two years service history for the SUBJECT
27 VEHICLE had been purged.

28

1 17. DISTRIBUTOR and DEALERSHIP have failed and continue to fail to honor the
2 applicable warranties and Service Contract, and continue to fail to acknowledge the multiple
3 attempts made by PLAINTIFFS to resolve their numerous concerns. On or about December 1,
4 1999, PLAINTIFFS retained counsel. On behalf of PLAINTIFFS and pursuant to the Owners
5 Manual and the provisions set forth in the Song-Beverly Act, PLAINTIFFS' counsel requested
6 DISTRIBUTOR repurchase the SUBJECT VEHICLE. By letter dated January 27, 2000,
7 DISTRIBUTOR offered PLAINTIFFS an "Owner Appreciation Certificate" in the amount of
8 \$2,500 to be used "towards the purchase of any new Ford, Lincoln or Mercury product", and
9 \$500.00 in attorneys fees. (A true and correct copy of the January 27, 2000 letter is attached as
10 Exhibit "B" and incorporated herein by reference.) PLAINTIFFS declined DISTRIBUTORS'
11 offer and by letter dated March 22, 2000 made a final request for repurchase of the SUBJECT
12 VEHICLE. (A true and correct copy of the letter is attached as "Exhibit C"). As of the date of
13 this Complaint, DISTRIBUTOR has failed to respond.

14 FIRST CAUSE OF ACTION

15 (Against Defendant DISTRIBUTOR, DEALERSHIP, and DOES 1-25)

16 (Breach of Express Warranty under Code of Civil Procedure Sec. 1792 - 1795.5)

17 18. PLAINTIFFS refer to and incorporate paragraphs 1 through 17.

18 19. The actions of Defendants, and each of them, in failing to perform the proper
19 repairs, parts replacements, and/or adjustments to make the SUBJECT VEHICLE conform
20 constitutes a breach of the express warranties provided to PLAINTIFFS in conjunction with the
21 acquisition of the SUBJECT VEHICLE and a breach of DISTRIBUTOR'S obligations under
22 Song-Beverly.

23 20. As a result of the actions of Defendants, and each of them, PLAINTIFFS have
24 been damaged in the amount actually paid or payable under the contract, plus interest thereon at
25 the legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
26 amount thereof when the same has been ascertained.

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1 21. As a further result of the actions of Defendants, and each of them, PLAINTIFFS
2 have sustained incidental damages in an amount yet to be determined, plus interest thereon at the
3 legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
4 amount thereof when the same has been ascertained.

5 22. As a further result of the actions of Defendants, and each of them, PLAINTIFFS
6 have sustained consequential damages in an amount yet to be determined, plus interest thereon at
7 the legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
8 amount thereof when the same has been ascertained.

9 23. Pursuant to the provisions of Song-Beverly, PLAINTIFFS are entitled to recovery
10 of costs, expenses, and attorneys' fees reasonably incurred in connection with the commencement
11 and prosecution of this action.

12 24. PLAINTIFFS are informed and believe and thereon allege that the failure to make
13 the SUBJECT VEHICLE conform to said express warranties was willful, justifying an award of a
14 Civil Penalty as provided in Song-Beverly in an amount not to exceed two (2) times
15 PLAINTIFFS' actual damages.

16 25. The failure of DISTRIBUTOR to repair the vehicle, refund the amount paid or
17 payable, or replace the SUBJECT VEHICLE with a similar vehicle free from defects justifies an
18 award of a Civil Penalty as provided in Song-Beverly in an amount not to exceed two (2) times
19 PLAINTIFFS' actual damages. As a result of the Breach of Express Warranty as aforesaid,
20 PLAINTIFFS have sustained and will sustain monetary damages including but not limited to the
21 purchase price of the vehicle, attorney's fees based on actual time expended and to be determined
22 by the court to have been reasonably incurred by PLAINTIFFS in connection with the
23 commencement and prosecution of this action.

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1 **SECOND CAUSE OF ACTION**

2 (Against Defendants DISTRIBUTOR, and DOES 1-40)

3 Breach of Implied Warranty of Merchantability Under the Song-Beverly Consumer Warranty Act

4 26. PLAINTIFFS refer to and incorporate paragraphs 1 through 25.

5 27. At the time DISTRIBUTOR distributed the SUBJECT VEHICLE into commerce
6 and at the time the SUBJECT VEHICLE was acquired by PLAINTIFFS, it was impliedly
7 warranted that the SUBJECT VEHICLE was merchantable as provided in Song-Beverly.

8 28. The SUBJECT VEHICLE was not merchantable as evidenced by the defects,
9 nonconformities, misadjustments, and/or malfunctions which Defendants, and each of them, failed
10 to correct as herein alleged.

11 29. The failure of Defendants, and each of them, to make the SUBJECT VEHICLE
12 conform constituted a breach of the implied warranty of merchantability and a breach of
13 DISTRIBUTOR'S obligations under Song-Beverly.

14 30. As a result of the actions of Defendants, and each of them, PLAINTIFFS have
15 been damaged in the amount actually paid or payable under the contract, plus interest thereon at
16 the legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
17 amount thereof when the same has been ascertained.

18 31. As a further result of the actions of Defendants, and each of them, PLAINTIFFS
19 have sustained incidental damages in an amount yet to be determined, plus interest thereon at the
20 legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
21 amount thereof when the same has been ascertained.

22 32. As a further result of the actions of Defendants, and each of them, PLAINTIFFS
23 have sustained consequential damages in an amount yet to be determined, plus interest thereon at
24 the legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
25 amount thereof when the same has been ascertained.

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1 33. Pursuant to the provisions of Song-Beverly, PLAINTIFFS are entitled to recovery
2 of costs, expenses, and attorneys' fees reasonably incurred in connection with the commencement
3 and prosecution of this action. As a result of the Breach of Implied Warranty as aforesaid,
4 PLAINTIFFS have sustained and will sustain monetary damages including but not limited to the
5 purchase price of the vehicle, attorney's fees based on actual time expended and to be determined
6 by the court to have been reasonably incurred by PLAINTIFFS in connection with the
7 commencement and prosecution of this action.

8 THIRD CAUSE OF ACTION

9 (Against Defendants DISTRIBUTOR and DOES 31-50)

10 Willful Violation of Statute under Song-Beverly Consumer Warranty Act

11 34. PLAINTIFFS refer to and incorporate paragraphs 1 through 25, and 27 through
12 33.

13 35. PLAINTIFFS are informed and believe and thereon allege that Defendants,
14 DISTRIBUTOR and DOES 31 through 50, and each of them, failed to perform the necessary
15 repairs or service in a good and workmanlike manner and that the actions taken by Defendants,
16 and each of them, was insufficient to make the SUBJECT VEHICLE conform to the express or
17 implied warranties and/or proper operational characteristics of like vehicles all in violation of
18 Defendants' obligations under Song-Beverly.

19 36. As a result of the actions of Defendants, and each of them, PLAINTIFFS have
20 been damaged in the amount actually paid or payable under the contract, plus interest thereon at
21 the legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
22 amount thereof when the same has been ascertained.

23 37. As a further result of the actions of Defendants, and each of them, PLAINTIFFS
24 have sustained incidental damages in an amount yet to be determined, plus interest thereon at the
25 legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
26 amount thereof when the same has been ascertained.

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1 38. As a further result of the actions of Defendants, and each of them, PLAINTIFFS
2 have sustained consequential damages in an amount yet to be determined, plus interest thereon at
3 the legal rate, and PLAINTIFFS will seek leave to amend this Complaint to set forth the exact
4 amount thereof when the same has been ascertained.

5 39. PLAINTIFFS are informed and believe and thereon allege that the failure to make
6 the SUBJECT VEHICLE conform to said express warranties was willful, justifying an award of a
7 Civil Penalty as provided in Song-Beverly in an amount not to exceed two (2) times
8 PLAINTIFFS' actual damages.

9 (a) On or about December 20, 1999, PLAINTIFFS made demand upon
10 DISTRIBUTOR for replacement or restitution, pursuant to the Song Beverly Act.

11 (b) Despite PLAINTIFFS' demand, DISTRIBUTOR failed and refused to make
12 restitution or replacement according to the mandates of the Song Beverly Act.

13 (c) The failure of DISTRIBUTOR and/or DEALERSHIP to repair the SUBJECT
14 VEHICLE, or to replace the SUBJECT VEHICLE with a similar vehicle free from defects
15 justifies an award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFFS
16 actual damages, as provided in the Song Beverly Act.

17 40. The failure of DISTRIBUTOR and/or DEALER to refund the consideration paid
18 or replace the SUBJECT VEHICLE with a similar vehicle free from defects justifies an award of a
19 Civil Penalty as provided in Song-Beverly in an amount not to exceed two (2) times
20 PLAINTIFFS' actual damages.

21 WHEREFORE, PLAINTIFFS pray for judgment against Defendants, and each of them,
22 as follows:

23 **FIRST AND SECOND CAUSES OF ACTION**

24 1. For replacement or restitution, at the option of [REDACTED] and
25 [REDACTED] as required by the Song Beverly Consumer Warranty Act, and pre-
26 judgment interest thereon;

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1 2. For incidental damages according to proof including any injury to person
2 proximately resulting from the breach of warranty;

3 3. For consequential damages according to proof, including any injury to person
4 proximately resulting from the breach of warranty;

5 **THIRD CAUSE OF ACTION**

6 1. For a civil penalty as provided by the Song Beverly Consumer Warranty Act in an
7 amount not to exceed two (2) times the amount of [REDACTED]
8 [REDACTED] actual damages;

9 **FOR ALL CAUSES OF ACTION**

- 10 1. For reasonable attorneys fees according to proof;
11 2. For costs of suit incurred;
12 3. For pre-judgment interest; and
13 4. For such other and further relief as the Court may deem just and proper.

14
15 DATED: 5-24-00

DENTON & ASSOCIATES

16
17 BY:



TIMOTHY L. DENTON, ESQ.
Attorney for Plaintiffs,
DANIEL HAMER and KATHLEEN HAMER

Exhibit A

EXHIBIT A



Bank of America

**VEHICLE LEASE AGREEMENT
CLOSED END**

This is the agreement between:

Lessor Name: **TITTLE-CLICK FORD** Address: **43 AUTO CENTER DRIVE IRVINE CA 92718**
 Lessee Name: [Redacted] Address: [Redacted] **TRABUCO CANYON CA**

You cover the lease of the vehicle described below. As used in this agreement, the words "I," "me" or "my" refer to the lessee and "you" or "your" refer to the lessor. "Us" refers to both lessor and lessee.

I understand that the consumer lease disclosures you have included in this agreement are also made on behalf of BancAmerica Auto Finance Corp., to whom you intend to assign this lease after I sign it.

NEW OR USED	YEAR	MAKE	MODEL	COLOR	MANUFACTURER'S SERIAL NO.	ODOMETER	LICENSE Make/Model (For Registered Vehicle Only)
NEW	84	FORD	WINDSTAR	DK	2FMDA5147T	23	

Including the following equipment and accessories:
 Air Conditioning Power Windows Auto Transmission Other Equipment _____
 Power Brakes Power Door Locks Radio _____
 Power Steering Power Seats Wheels/Covers _____
 TR Wheel Cruise Control Power Roof _____

1. AGREEMENT TO LEASE
 I agree to lease from you the vehicle described above for the full term of this lease. My obligations and your obligations under this lease begin when you and I sign this form, if the vehicle is not delivered to me at the time I sign this form, you will use your best efforts to deliver it to me as soon as practicable. The lease term starts when I accept delivery and continues until the payment due date following the last payment due date, unless terminated earlier.

2. LEASE TERM AND VALUES
 A. The full term of this lease is 48 months.
 B. The Estimated End of Term Wholesale Value of the Vehicle is \$ 12,527.58
 The Average Monthly Depreciation is \$ 228.31

3. MONTHLY LEASE PAYMENTS
 A. Base Payment \$ 360.76
 B. Sales/Less Tax \$ 27.18
 C. Other \$ N/A
 D. Total Monthly Lease Payment (A through C) \$ 377.94

I promise to pay you, at the place you specify, the number of monthly lease payments indicated in item 2A with the first payment to be due when I sign this lease and the remaining payments to be due on the 25TH day of each calendar month thereafter.

E. Total of all Monthly Lease Payments (Item 2A x 30) \$ 18,141.12

I also promise to pay directly to you all the amounts I must pay under this lease that are not included in the Total Monthly Lease Payment or, if you pay any such amounts, I agree to reimburse you promptly.

4. AMOUNTS DUE UPON LEASE SIGNING
 I will pay the amounts indicated below when I sign this lease:
 A. First Monthly Lease Payment (includes sales/less taxes payable monthly) \$ 377.94
 B. Refundable Security Deposit \$ N/A
 C. First Year's License/Registration Fees \$ 512.00
 D. Service Contract (Optional) \$ N/A
 E. Depreciation Credit
 1. Additional Cash Payment \$ 564.94
 2. Net Trade-In Allowance \$ N/A
 Year 93 Make TOYOTA
 F. Tax on Depreciation Credit \$ 43.78
 G. Other: LUXURY TAX \$ N/A
 H. Total Amount Due (A through G) \$ 1,498.66
 I. Total Cash Due (H Less E2) \$ 1,498.66

5. OFFICIAL FEES AND TAXES
 A. Estimated Sales/Less Taxes During Lease Term (Item 2A x 30) + 4F) \$ 1,348.47
 B. Estimated License/Registration Fees During Lease Term (4C x number of years lease) \$ 2,047.99
 C. Estimated Personal Property or Other Taxes

16. SERVICE CONTRACT
 Although I am not required to do so, by initialing below I acknowledge that I choose to purchase a service contract covering the repair of certain major mechanical breakdowns of the vehicle and related expenses. I acknowledge I have read and understand the terms and conditions of the Service Contract.
 I understand that the term of the Service Contract will be _____ months from the date the vehicle is delivered to me or until the vehicle is _____

3. OFFICIAL FEES AND TAXES

A. Estimated Sales/Tax Fees During Lease Term (Item 2A + 3B) + 4F) \$ 1,348.42

B. Estimated License/Registration Fees During Lease Term \$ N/A

D. Total (A + B + C) \$ 3,394.41

I agree that the total of official fees and taxes as shown here is an estimate only and that the actual amounts of official fees and taxes may be more than the estimate. I agree to be responsible for the payment when due of all actual official fees and taxes (other than your net income taxes) imposed by any governmental authority in connection with this lease.

4. VEHICLE WARRANTIES AND DESCRIPTION

I UNDERSTAND THAT YOU MAKE NO IMPLIED WARRANTIES AS TO THE VEHICLE, INCLUDING WARRANTIES OF MERCHANTABILITY, DURABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU MAKE NO EXPRESS WARRANTIES AS TO THE VEHICLE EXCEPT THAT (A) NOTHING YOU DO WILL CAUSE ANYONE TO HAVE A CLAIM OF INTEREST IN THE VEHICLE THAT WILL INTERFERE WITH MY USE OF IT AS PROVIDED IN THIS LEASE, AND (B) YOU HAVE DELIVERED THE VEHICLE FREE OF ANY SIGNIFICANT CLAIM OF IMPROVEMENT, THE ENTIRE RISK AS TO THE QUALITY OF PERFORMANCE OF THE VEHICLE IS WITH ME.

The vehicle is covered by any service contracts described here and by the following I checked:

Standard new vehicle warranty provided by the manufacturer of the vehicle.

You agree to file all of your rights and remedies under any manufacturer's warranty shown above. I agree to use the manufacturer's dispute resolution system before taking any other action in a dispute involving the manufacturer's warranty. I will continue making all the payments required under this lease during such a dispute. If you have assigned this lease to a third party, you agree to provide the "holder" and the assignor is not prohibited by law. I agree that I may not sublease this lease for the term of this lease and that this lease will not be subject to any default, recall, rework, or equipment update in which I may have against the manufacturer or the dealer, or the lender that gives this lease.

5. LEASE CHARGES

If any monthly lease payment is not received by you in full within 30 days of its due date, I agree to pay a late charge of 5% of the Total Monthly Lease Payment, not to exceed \$25.

6. LEASE CONDITIONS

Portion of each monthly lease payment are for depreciation, lease charge and mileage cost. While the total amount of each monthly lease payment will be the same (assuming no purchase option for rent), I agree to do not change the depreciation schedule except as provided with each payment. During the lease term you will earn a total of lease charges equal to the product of the number of monthly lease payments, less under the lease times \$ 122.45, the average monthly lease charge.

The Original Balance Subject to Lease Charges is the sum of (1) the Estimated End of Term Wholesale Value of the Vehicle, Item 2B, and (2) the product of the Average Monthly Depreciation, Item 2C, and the number of months in the term of this lease shown in Item 2A.

I will pay the Total Monthly Lease Payment on normal scheduled mileage below, on the assumption that I will drive the vehicle in excess of the standard or other mileage applicable, and if I do not purchase the vehicle at the end of the lease, I will pay an excess mileage charge if the vehicle is driven in excess of the standard mileage.

Other Info

10. SERVICE CONTRACT

Although I am not required to do so, by initialing below I acknowledge that I choose to purchase a service contract covering the repair of certain major mechanical breakdowns of the vehicle and related equipment. I acknowledge I have read and understood the terms and conditions of the Service Contract.

Service Contract Administrator
 Claim of Payment
 I choose to purchase a service contract

for the cash price of \$ N/A ; or

I choose to purchase a service contract and pay for it together with lease charges during the term of the lease as part of the Total Monthly Lease Payment.

Lessee Initials

11. LESSEE'S OPTION TO PURCHASE

If I am not in default in my obligations under this lease, I have the option to purchase the vehicle "AS IS, WHERE IS" at the end of the lease term or at early termination if permitted under Item 15, for a Purchase Option Price determined by adding \$100 to: (1) the Estimated End of Term Wholesale Value of the Vehicle, Item 2B (if the vehicle is purchased at the end of the lease term) or (2) Item 17(a), including 17 (b)(2), if the vehicle is purchased at early termination. I agree to notify you 30 days prior to the scheduled end of the lease if I want to purchase the vehicle. After I pay the Purchase Option Price in cash, plus official fees, taxes and any amounts necessary to prepare the vehicle to conform with legal requirements for title, you will deliver title to the vehicle to me. I also understand this is a true lease and unless and until I exercise this purchase option, I have no ownership interest in the vehicle, its equipment, accessories or replacement parts, except my right to possess and use the vehicle under the terms and conditions of this lease.

12. INSURANCE

I agree that I must pay for and maintain during the lease term and until the vehicle is returned to you, insurance on the vehicle which has the following minimum coverages (or any required state law coverage, if greater): (a) public liability for \$100,000/\$300,000; (b) property damage for \$50,000; (c) collision for actual value with a maximum deductible of \$500; and (d) comprehensive, including fire and theft, for actual value less a maximum deductible of \$500.

I grant you a security interest in the lease proceeds of the insurance you require. I understand that I am responsible for arranging that the insurance policy will provide you with primary coverage as an additional insured on coverages (a) and (b) and as loss payee on coverages (c) and (d). I will purchase the insurance from an insurance company that is acceptable to you and will furnish you with whatever proof of coverage you may reasonably request.

As to the above insurance, I appoint you or your assistants as Attorney in Fact to determine whether (a) to determine if I am responsible for the repair or replacement of any damaged or stolen property in the vehicle and (b) to determine if I am responsible for the repair or replacement of any damaged or stolen property in the vehicle. I agree to execute in my own name any documents necessary to settle in my favor any claims or losses under any such insurance policy.

I agree to maintain such insurance for the term of this lease and I agree that you may, at your option, elect to maintain any of your remedies for default under Item 23 or procure insurance to protect your interest in the property and both or either of us. I agree to pay for such insurance immediately upon your demand. If the cost of the insurance increases during the term of this lease, I understand that you will either bill me for the cost or increase the Total Monthly Lease Payment to cover the cost. If the cost of the insurance is added to the balance of this lease, I agree that such cost is subject to lease service charges at the same rate as shown in Item 6. I agree that any insurance you purchase may be for the protection of only your interest in the property or you may include coverage beyond those you require me to maintain if I purchase my own policy, and may be for the remaining term of the lease or any shorter period as you determine. I understand that the insurance premiums may be higher than if I had purchased the insurance myself.

MERCURY INS
 My Insurance Company
 A/E
 Agent Name
 Agent Address
 Insurance Coverage Valid by:
 MICHAEL F. LUMLA
 Lessor-Employer's Name
 AP29055449
 Policy Number
 860-7061
 Telephone
 JUL 13TH 1996

13. SECURITY DEPOSIT

You may use the security deposit to pay all amounts that I should pay under this lease but so not. If I perform all of my obligations under this lease, the security deposit will be returned to me at the end of the lease term.

I understand that, unless the law requires otherwise, you will not pay interest on it.

14. VEHICLE RETURN

I agree that upon lease termination I will return the vehicle to the place you specify. I also agree that I will pay you upon demand my termination liability as calculated in Item 17 or 18 below, whichever is applicable.

If I keep possession of the vehicle past the end of the lease term, I agree to continue to pay the monthly rental payments, but I understand that such payments do not permit me to keep the vehicle and that I will be in default and must pay you for any damages you may suffer because I failed to return the vehicle.

15. EARLY TERMINATION BY LESSEE AND LESSOR

I may terminate this lease early after the first 12 months of the term of this lease have passed if I am not in default and I first give you at least 30 days written notice. I must return the vehicle to you and pay my early termination liability described in Item 17.

If the conditions described in Item 23 occur, or I am in default as described in Item 23, you may terminate this lease, take immediate possession of the vehicle, and exercise any other rights you may have upon default.

16. VEHICLE VALUATION AT EARLY TERMINATION

My termination liability in the event of early termination will be affected by the Realized Value of the vehicle. The Realized Value may be determined in one of the following ways:

(a) Within 10 days after I return the vehicle, you and I may enter into a written agreement as to the vehicle's value. Should I request it, or I may obtain a professional appraisal of the wholesale value of the vehicle made by a qualified person I find who is acceptable to you as well as to me. I agree that the expense for any such appraisal will be mine.

(b) If the Realized Value is not determined as above within 10 days after return of the vehicle, you will attempt to obtain 3 bids to purchase the vehicle at wholesale for cash or may establish the Realized Value in some other commercially reasonable manner. I will have the right to submit a written bid which you agree to consider together with all other bids you may receive. Even though you may decide not to sell the vehicle to any bidder, the highest bona fide bid received (which is supported by whatever proof of ability to pay you may require) will be considered the vehicle's Realized Value.

I understand and agree that the Realized Value amount will be exclusive of any official fees and taxes imposed upon the disposition of the vehicle.

17. EARLY TERMINATION LIABILITY

At any time after I sign this lease, you may terminate it if any of the conditions described in Item 23 occur or this lease is in default as described in Item 23. I may terminate this lease early only as described in Item 15.

I agree that my payment liability upon early termination will be:

1. The sum of:
 - (a) \$250; plus
 - (b) Any monthly lease payments already due you that are unpaid and any other amounts arising from my failure to keep my promises under this lease including attorney's fees and costs of collection; plus
 - (c) The Estimated Wholesale Value of the Vehicle (Item 28); plus
 - (d) An Early Termination Charge equal to the number of remaining months times the sum of the Average Monthly Depreciation (Item 2C) and the Early Termination Fee based on the remaining months listed in the chart below; plus

Remaining Months	1-24	25-36	37-48	49+
	\$45	\$30	\$25	\$20

(v) Any official fees and taxes imposed in connection with lease termination (for example, sales/use taxes due on a deficiency balance).

2. Lease: The Realized Value (as defined in Item 16).

18. END OF LEASE TERM LIABILITY

I agree that if I do not purchase the vehicle, my payment liability at the end of the lease term will be the sum of:

- (a) A termination fee of \$250; plus
- (b) Any monthly lease payments already due you that are unpaid and any other amounts arising from my failure to keep my promises under this lease; plus
- (c) The excess mileage charge in accordance with the provisions of Item 9; plus
- (d) A charge for excess wear and tear in accordance with the provisions of Item 10; plus
- (e) Any official fees and taxes imposed in connection with lease termination (for example, sales/use taxes due on the excess mileage charge under (c)).

19. VEHICLE MAINTENANCE

I agree at my expense to have the vehicle serviced in accordance with the manufacturer's recommendations. In addition, the vehicle, in good running order and at all times will become your property when such changes are originally made. If you request, you may inspect the vehicle at any reasonable time.

I also agree that when I return the vehicle to you, it will be in good running order and condition. I agree not to operate the vehicle to excess wear and tear. If I do so then I am in default under this lease. In addition, if I do not buy the vehicle at the scheduled end of the term of the lease, I agree to be held by the amount

(d) Outside the state in which I reside at the time I sign the lease for a period exceeding 30 days without your prior written consent, I understand that a long-term or permanent removal of the vehicle from California will result in additional costs and expenses to you, the exact amount of which would be impracticable or extremely difficult to fix. If you consent to such removal, I will pay you, in addition to other amounts due under this lease, a removal fee of \$10 a month. You and I agree that this fee will be prohibited to cover such additional costs and expenses; or

(e) Outside the United States. Written consent may be requested for temporary vacation use.

20. INDEMNITY AGREEMENT

I agree that I will hold you harmless and indemnify you against any claim and/or liability, loss, cost or expense, regardless of the nature thereof, including attorney's fees, court costs and other expense for the defense of such claim and/or liability, imposed by law or otherwise, arising out of the maintenance, use, condition, operation or ownership of the vehicle during the period the vehicle is leased from you. This indemnity includes any claim made against you because of a defect in the vehicle whether such claim is brought under the theory of strict liability or otherwise.

21. DAMAGE, LOSS OR POTENTIAL LOSS OF VEHICLE

I agree to be responsible for the risk of loss, damage or destruction of the vehicle during the lease term and until I return the vehicle to you. If the waiver described below does not apply, you reserve the right to terminate the lease immediately and my termination liability will be determined in accordance with Item 17.

Gap Waiver--If the lease is terminated early as a result of the total loss of the vehicle due to collision, destruction or unrecovered theft, as determined by my insurance company, and if I have maintained all insurance coverage required by the lease, you agree to waive: (1) Item 17(a)(i), plus Item 17(b)(2), plus Item 17(a)(iv), plus my insurance policy deductible up to \$500; or (2) \$25,000, whichever is lower, after payment in full of my insurance company statement. I will remain responsible for any other amounts due under Item 17(b)(2), 17(b)(v), and my deductible exceeding \$500. This waiver does not apply if the vehicle has a gross vehicle weight exceeding 10,000 pounds or if the term of the lease (see Item 2A) exceeds 60 months.

The waiver does not apply to total losses because of collision, destruction or unrecovered theft of the vehicle: (1) resulting from physical damage not covered by my insurance policy; (2) occurring prior to the date this lease is signed by me; (3) caused directly or indirectly from my dishonest, fraudulent, criminal or illegal act; (4) arising from my intentional act; (5) resulting from the vehicle being operated, used or maintained in any racing or speed contest; (6) due to confiscation; (7) occurring outside of the United States, Canada, or Mexico; (8) caused by or resulting from war and war, gradual deterioration, deterioration, rust, corrosion, latent defect, inherent vice, freezing, overheating, or resulting from any spalling, deterioration, or remodeling process, structural, mechanical or electrical breakdown or failure under fire or other accident, and then only for the loss or damage by such burning fire or accident; (9) to my personal property; or (10) caused by or resulting from: (a) hostile or warlike actions; (b) any atomic or radiation-producing weapon, or any nuclear reaction, radiation or radioactive contamination; (c) insurrection, rebellion, revolution, civil war, usurped power, or governmental action in response to the foregoing; (d) confiscation by any governmental or public authority; or (e) rules of legal transportation or trade.

I will do the following in the event of total loss of the vehicle because of collision, destruction or unrecovered theft:

- (a) Immediately report the total loss to State of America, P.O. Box 2344, Brea, CA 92622.
- (b) At your request, provide you or your designee with copies of all relevant information including, but not limited to, the collateral statement from my insurance and this lease.

22. DEFAULT

If any information in my credit application or that of a guarantor of the lease is false or misleading or I fail either to make a monthly lease payment when due or otherwise to keep my promises under this lease or if I or a guarantor dies, you can treat this lease as being in default.

In the event of default, you may do any or all of the following without giving me advance notice, except as otherwise required by law:

- (a) take any reasonable measures designed either to correct the default or to save yourself from loss in which case I will pay you upon your demand for the cost and expense incurred;
- (b) terminate the lease and my rights in possession and use the vehicle;
- (c) take possession of the vehicle by any method or manner permitted by law, with or without legal process;
- (d) determine my termination liability on an early termination basis, which I agree to pay upon your demand;
- (e) apply my security deposit to any amounts I owe; and
- (f) pursue any other remedy permitted by law.

23. SECURITY INTEREST

I give you a security interest in the proceeds, cancellation refund or other rights I may have under any mechanical breakdown protection contract, service contract or insurance contract I purchase. If the purchase price is included in the total Monthly Lease Payment, or has been advanced by you, you have the right to cancel these contracts if I am in default under this lease and you elect to terminate this lease. I reserve without affecting your rights as to any other leases. I also agree that you can release any lease from me or my obligations without releasing any other lessees from their obligations.

24. GENERAL PROVISIONS

I agree that

- (d) A charge for excess wear and tear in accordance with the provisions of Item 12, plus
- (e) Any official fees and taxes imposed in connection with lease termination (for example, sublease fees due on the excess mileage charge under (c)).

18. VEHICLE MAINTENANCE

I agree to have the vehicle serviced in accordance with the manufacturer's recommendations. In addition, the vehicle in good running order and in utility will become your property when such changes are originally made. If you request, you may inspect the vehicle at any reasonable time.

I also agree that when I return the vehicle to you, it will be in good running order and condition. I agree not to expose the vehicle to excess wear and tear. If I do so then I am in default under this lease. In addition, if I do not buy the vehicle at the scheduled end of the term of this lease, I agree to be liable for the amount you reasonably estimate it would cost to make all repairs to the vehicle that are not the result of normal wear and tear whether or not you, in your sole discretion, actually make the repairs.

This charge includes, but is not limited to, the amount you estimate it would cost to replace:

- (i) Any tire not part of a matching set of 5 tires (or 4 with "emergency donut" spare if initially so equipped), any tire with less than 1/8 inch remaining at the shallowest point or any tire with gouged, cut, or plugged sidewalls;
- (ii) missing or damaged parts, accessories and adornment, including bumpers, fenders, ornamentation, aerials, hubcaps, chrome trimmings, rear view mirrors, radio and stereo components or spare tires;
- (iii) any parts which are not original manufacturer equipment or of equal quality and design; and
- (iv) any and all other damage or defects in the glass, body or interior beyond ordinary wear and tear.

I promise and you agree that if the amount you estimate as the cost to put the vehicle in good running order and condition exceeds \$100, I will pay the difference.

20. USE OF VEHICLE

I understand that I am responsible for all operating expenses and costs incurred in connection with the use of the vehicle. I will keep this lease and vehicle free from any liens, encumbrances and claims. Except for the occasional and incidental use by others with my permission, I will retain possession of the vehicle, and I will not use nor permit use of the vehicle:

- (a) For any unlawful purpose or in violation of any law;
- (b) By a person not having a valid driver's license or one who for insurance purposes is deemed an assigned risk or one who does not exercise reasonable care in its operation;
- (c) For the transportation of persons for hire;

- (g) apply my security deposit to any amounts I owe; and
- (h) pursue any other remedy permitted by law.

24. SECURITY INTEREST

I give you a security interest in the proceeds, cancellation refund or other rights I may have under any mechanical breakdown protection contract, service contract or insurance contract I purchase. If the purchase price is included in the Total Monthly Lease Payment, or has been advanced by you, you have the right to cancel these contracts if I am in default under this lease and you elect to terminate this lease.

I lease without affecting your rights as to any other interest. I also agree that you can release any leases from his or her obligations without releasing any other leases from their obligations.

28. GENERAL PROVISIONS

I agree that:

- (a) I HAVE NO RIGHT TO ASSIGN AN INTEREST IN THE LEASE OR THE VEHICLE OR TO SUBLET, TRANSFER OR LEND THE VEHICLE. ANY ASSIGNMENT, SUBLEASE, TRANSFER OR LOAN BY ME WITHOUT YOUR PRIOR WRITTEN CONSENT SHALL BE VOID.

I acknowledge that you may assign this lease and call the vehicle without my consent and that if I receive notice of this assignment, I will acknowledge the notice and pay any assigned amount specified in the notice as you have directed;

- (b) Your failure or delay in requiring me to keep my promises or in enforcing your rights will not affect your ability to require me to keep my promises or to enforce your rights afterwards;

(c) You agree no obligation to provide a replacement vehicle for any reason;

(d) This lease will be governed by the laws of the state in which I sign this lease;

(e) Notices under this lease must be in writing addressed to the appropriate party at the address shown above and mailed by prepaid U.S. first class postage. Each party will notify the other of a change in address;

(f) This lease will constitute the entire agreement between you and me pertaining to the lease of the vehicle;

(g) This lease is being signed in several counterparts. However, only the counterpart marked "Original" shall be deemed to constitute started paper within the meaning of the Uniform Commercial Code.

(h) Except to the extent prohibited by law, I agree to pay all of your reasonable costs incurred in enforcing your rights under this lease, including attorney's fees and court costs.

(i) I waive my right under Section 1808.21 of the California Vehicle Code to the confidentiality of my residence address in the records of the Department of Motor Vehicles and I authorize you to request any residence address from the Department of Motor Vehicles if required by you in enforcing this lease.

Any changes to this lease must be in writing and signed by you and me.

I intend to use the vehicle primarily for: Personal, Family, or Household Use

Agricultural, business or commercial purposes

Lessee Initials

Lessee Initials

Or

Lessee Initials

Or

Lessee Initials

- A. Notice to the Lessor: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this agreement; (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid obligations incurred by this agreement.
- B. Warning—A lease charge is included in this agreement for public liability or property damage insurance, payment for such coverage is not provided by this agreement.
- C. Lessor has the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless non-approved results from an incorrect application or from incorrect information provided by the lessee.
- D. California law does not provide for a "cooling-off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. You may only cancel this lease with the agreement of the lessor or for legal cause, such as fraud.

Lessee Initials

Lessee Initials

Lessee Initials

Lessee Initials

LESSOR'S SIGNATURE

By signing below:

- 1. Lessor accepts the terms and conditions of the lease; and
- 2. Lessor, if other than BancAmerica Auto Finance Corp. ("Company"), simultaneously assigns and transfers to Company this lease and all monies due hereunder pursuant to the provisions of the Motor Vehicle Lease Dealer Agreement between Lessor and Company. Company may further assign this lease.

LESSOR

By

AUTHORIZED REPRESENTATIVE

I HAVE READ BOTH SIDES AND RECEIVED A COMPLETED COPY OF THE AGREEMENT BEFORE SIGNING BELOW. ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

DATE

LESSEE Corporation Partnership Sole Proprietor Limited Liability Co.

Business Name:

By

Title (If Applicable)

Exhibit B



Ford Customer Service Division
Ford Motor Company

Los Angeles Regional Office
2099 S. State College Blvd., Suite 460
P. O. Box 66027 (92814-6027)
Anaheim, CA 92806

January 27, 2000

Timothy L. Denton, Esq.
DENTON & ASSOCIATES
9852 W. Katella Avenue, #323
Anaheim, CA 92804-6418

Re: [REDACTED]
1996 Ford Windstar
2FMDA5147TE [REDACTED]

Dear Mr. Denton:

Thank you for bringing to our attention the concerns your clients are experiencing regarding the above referenced matter.

After reviewing the file, Ford Motor Company must deny the request for repurchase or replacement of the vehicle. However, in the interest of customer satisfaction, Ford Motor Company is willing to offer your clients an Owner Appreciation Certificate or "OAC" in the amount of \$2,500.00, with the addition of \$500.00 in attorney fees. The OAC can be used towards the purchase of any new Ford, Lincoln or Mercury product and in conjunction with any additional offers being made at the time of purchase, such as rebates, special financing, etc.

Please review our offer with your clients and get back to me with their response as soon as possible.

Sincerely,

Stephanie Wooten
Legal Analyst
Ford Customer Service Division

Exhibit C

Law Offices of
DENTON & ASSOCIATES
9852 W. KATELLA AVENUE #323
ANAHEIM, CALIFORNIA 92804-6418
TELEPHONE (714) 991-3399
FACSIMILE (714) 991-9399

TIMOTHY L. DENTON, ESQ.

March 22, 2000

**VIA FACSIMILE &
FIRST CLASS MAIL**

Stephanie Wooten, Esq.
Ford Motor Company
2099 S. State College Blvd.
Suite 660
Anaheim, CA 92806

Re: [REDACTED]
2FMDA5147TB [REDACTED]

Dear Ms. Wooten:

Since our last conversation, I have had an opportunity to meet with my clients. Pursuant to their wishes, I am authorized to convey the following settlement proposal. Be advised that it is still our position the Lemon Law applies to my clients' vehicle regardless of the mileage. However, my clients want out of the vehicle at the earliest opportunity and would rather forgo a lengthy litigation.

The Hamers are entitled to a complete repurchase of the subject vehicle, including the actual price payable by the buyer plus incidental damages under Civil Code section 1794, including reasonable repair costs incurred by the buyer. It appears the primary obstacle to a repurchase is due to Ford's contentions that the Hamers have received 'reasonable value' of use of their new vehicle. Ford's posture intimates that a fair and reasonable value for use of a new vehicle is less than four years. As previously advised the California Song-Beverly does not support Ford's position, in fact, we have cited specific case law to the contrary.

In a final attempt to resolve this matter, the Hamers are willing to settle all claims for \$11,485.82. This amount represents a fraction of the damages that the Hamers have incurred and is broken down as follows:

\$ 2,985.82	:	Reimbursement of repairs relating to the braking system of the subject vehicle.
\$15,000.00	:	Reimbursement of a portion of the monthly payments made by the Hamers. In a good faith attempt at a compromise, the Hamers are willing to reduce their actual damages in exchange for a speedy resolution.
\$ 1,500.00	:	Attorneys fees and costs.

March 22, 2000

Page 2

The [redacted] are also willing to have a use value deducted from their actual damages at an amount far exceeding the amount directly attributable to the buyer's use as set forth in CC section 1793.2(d)(2)(B). As you are aware, a reasonable use value is calculated from the point in time prior to the first repair attempt of the problem that gave rise to the existing non-conformity. In the [redacted] case, this point in time was approximately 30 days after the purchase of the vehicle.

As you have stated, it is Ford's contention that due to the mileage of the vehicle, the [redacted] have received a 'reasonable and fair' use of the subject vehicle. The [redacted] have decided to again compromise and allow Ford to calculate the reasonable use value using 44,000 miles as the numerator. Utilizing the formula provided by the applicable code section, the amount attributable to use is approximately \$8,000. After subtracting this amount from the damages listed above, we arrived at \$11,485.82 which is our final offer of settlement.

I have advised my clients of their rights under the Song-Beverly Act, and Breach of Warranty causes of actions, including the potential to recover a civil penalty as the result of Ford's outright denial of the requested repurchase. While my clients would like nothing more than to be relieved of this vehicle and receive compensation for their incurred damages, especially for the multiple repair costs expended just to keep this new vehicle operative, the [redacted] are willing to move forward with litigation, especially if Ford does not put serious consideration into this very generous settlement proposal. We anticipate a response within the next ten days. Also, I should advise you that the vehicle was again returned for servicing this past weekend. I can't imagine that Ford sincerely believes that any customer would be happy with a vehicle that has barely survived four years without the aid of repairs every thirty days.

Please convey this limited offer of settlement to Ford. We have prepared the Verified Complaint and will be filing it unless this matter is fully, and finally, resolved by April 4, 2000. In exchange for \$11,485.82, the [redacted] will release the vehicle to Ford. This offer is contingent on the dealer waiving any and all fees or costs relating to the mileage of the vehicle. The [redacted] are apportioning 58,000 towards the use value, and holding them responsible for any additional expense attributed to excess mileage would be unreasonable.

Sincerely

DENTON & ASSOCIATES


TIMOTHY L. DENTON, ESQ.

TLD/btc

cc: [redacted]

RQ04-003
FORD

8/26/2004

APPENDIX H

Ford Motor Company

A. R. O'Neill
Director
Vehicle Service and Programs
Ford Customer Service Division

Ford Motor Company
P. O. Box 1904
Dearborn, Michigan 48121

April 2002

TO: All Ford and Lincoln Mercury Dealers

SUBJECT: Safety Recall 02S36: Certain 1995 through 1996 Model Year Windstar Vehicles
Right Front Brake Fluid Line Corrosion

AFFECTED VEHICLES

Certain 1995 through 1996 model year Windstar vehicles built at the Oakville Assembly Plant from the beginning of production for the 1995 model year through May 21, 1996 originally sold or currently registered in the following high corrosion States and Provinces.

Connecticut	Delaware	Iowa
Illinois	Indiana	Massachusetts
Maryland	Maine	Michigan
Minnesota	Missouri	New Hampshire
New Jersey	New York	Ohio
Pennsylvania	Rhode Island	Vermont
Wisconsin	West Virginia	District of Columbia

Ontario	New Brunswick	Newfoundland
Nova Scotia	Prince Edward Island	Quebec

SAFETY CONCERN

In some of the affected vehicles, it is possible that the right front brake fluid line may contact the dash panel insulator in the area above the catalytic converter. The combination of the heat from the catalytic converter, contact with the dash panel insulator and road salts used in the winter may cause corrosion over time. In some cases, the corrosion may cause perforation of the brake line. If the brake line is perforated it may result in fluid leakage. With sufficient fluid leakage, the brake warning indicator lamp will illuminate and braking effectiveness may be reduced.

SERVICE ACTION

The dealer must inspect the right front brake fluid line for contact with the dash panel insulator. If contact is present and the brake fluid line is corroded or leaking, the brake fluid line must be replaced. If the brake fluid line is at least 6mm (1/4") away from the dash panel insulator and corrosion is not present, there is no action required. If the brake line is closer than 6mm (1/4") to any component, it must be repositioned to allow sufficient clearance to prevent any future occurrence of corrosion. This must be done on all of the affected vehicles in your inventory as well as customer's vehicles.

PLEASE NOTE

Correct all vehicles in stock before delivery. Federal law requires dealers to complete any outstanding Safety Recall service before a new vehicle is delivered to the buyer or lessee. Violation of this requirement by a dealer could result in a civil penalty of up to \$5,000 per vehicle.

ATTACHMENTS

Attachment I: Administrative Information
Attachment II: Labor Allowances and Parts Ordering Information
Attachment III: Technical Information
Customer Notification Letter(s)

QUESTIONS?

Claims Information..... 1-800-423-8851
Other (Dealer Only) Safety Recall Questions..... 1-800-325-5821

Sincerely,



Ann O'Neill
Director
Vehicle Service and Programs

Safety Recall 02S36
Certain 1995 through 1996 Model Year Windstar Vehicles
Right Front Brake Fluid Line Corrosion

OASIS

You must use OASIS to determine if a vehicle is eligible for this Safety Recall.

Note: Vehicles will be loaded into OASIS by April 20, 2002

PROMPTLY CORRECT

Promptly correct all affected vehicles on your dealer Online Involved Unit Listing available on QCDealer.com. Also, correct other affected vehicles identified in OASIS which are brought to your dealership.

DEALER-OWNER CONTACT

Immediately contact any of your affected owners whose names are not on your VIN list but identified in OASIS. Give the owner a copy of the Owner Letter and schedule a service date.

Note: These dealer listings may contain customer names and addresses obtained from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than in connection with this Safety Recall is a violation of law in several states/provinces/countries. Accordingly, limit the use of this listing to the follow-up necessary to complete this action.

REGIONAL CONTACT

Advise regional office if an owner:

- Cannot be contacted.
- Does not make a service date.

CLAIMS PREPARATION AND SUBMISSION

- Enter claims using DWE.
- Refer to ACESII manual for claims preparation and submission information.

OWNER REFUNDS

Ford Motor Company will only refund owner-paid repairs applicable to this Safety Recall, which were made before the date of the Owner Letter (or after the date of the Owner Letter if an emergency repair was made away from the servicing dealer). Refer to ACESII manual for refund information.

RENTAL VEHICLES

Rental vehicles are not authorized under this program.

Safety Recall 02S36
Certain 1995 through 1996 Model Year Windstar Vehicles
Right Front Brake Fluid Line Corrosion

LABOR ALLOWANCES

Description	Labor Operation	Labor Time
Inspect the Brake Line (Non-Corroded, No Contact, No Leakage, 6mm (1/4") Clearance)	02S36B	0.2 Hours
Inspect and Reposition Brake Line (Non-Corroded, No Leakage, Under 6mm (1/4") Clearance)	02S36C	0.3 Hours
Replace the Brake Line and Bleed the Brake System (Corroded or Leaking)	02S36D	0.7 Hours
Administrative Allowance	Misc. Expense Code "ADMIN"	0.1 Hours

PARTS REQUIREMENT

Parts will be direct shipped to dealers by seed stock order for this recall. Dealers should receive their individual seed stock allocation by May 1. Each dealer will receive between 1-5 boxes based on the size of the dealership. Do not order parts until you have received your seed stock and are in need of additional boxes.

Ordering procedure noted below:

Stock Orders	14 days after launch	Call 1-800-325-5621
Stock Orders	After May 1	Normal order process
Interim Orders	14 days after launch	Call 1-800-325-5621
Interim Orders	After May 1	Normal order process

Emergency Orders will be restricted between launch and May 1. To order emergency parts, call 1-800-325-5621. Dealers will be required to give the VIN number of the vehicle involved.

Note: Because this program will involve a seed stock allocation for each dealer involved, you will not be able to place orders for parts until after May 1. The seed stock process will take place from launch through May 1, 2002. During this time period, dealers can call the support center if there is an urgent need for parts.

Part Number	Description	Quantity
F58Z-2263-BA	Brake Line and Brake Line Retention Clips (Kit)	1 kit will repair 3 vehicles
FM1	Brake Fluid (DOT 3) 12 oz.	1 per vehicle

WARNING - DO NOT OVER-ORDER MATERIAL

1 BOX WILL REPAIR 3 VEHICLES
5 BOXES WILL REPAIR 15 VEHICLES
10 BOXES WILL REPAIR 30 VEHICLES

ORDER INFORMATION

The DOR/COR for this program is 50280. This number identifies parts ordered for this Safety Recall through the Special Service Support Center (1-800-325-5621).

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION

Follow the provisions of the Warranty and Policy Manual for "Parts Retention and Return Policy".

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

BRAKE FLUID LINE INSPECTION AND REPLACEMENT

AFFECTED VEHICLES: CERTAIN 1995-1996 MODEL YEAR WINDSTAR

OVERVIEW

This document details the procedure for inspecting and either replacing the right front brake line with a revised part, or adjusting the routing of the existing brake line.

INSPECTION

1. Raise the vehicle.
2. Inspect the right front brake line in the area above the catalytic converter for the following conditions:
 - Corrosion — Replace the brake line; continue with Brake Line Replacement. For corrosion examples, see Figure 1.
 - Leaks — Replace the brake line; continue with Brake Line Replacement.
 - Contact with any components — Adjust the brake line routing or replace the line depending on the following conditions:
 - a) If the brake line is in contact with any components and in good condition (no leaks or corrosion), continue with Step 3 of this inspection.
 - b) If the brake line is in contact with any components and in poor condition (leaks or corrosion), continue with Brake Line Replacement.
3. NOTE: There must be at least 6 mm (1/4 in) of clearance between the brake line and the rest of the vehicle and any components under the vehicle.
If the brake line was found to be in contact with any component but still in good condition, adjust the brake line as necessary.
4. If replacement is not necessary, lower the vehicle.

Ford Motor Company

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DEARBORN, MICHIGAN 48121
04/02

EXAMPLES OF BRAKE LINE CONDITIONS

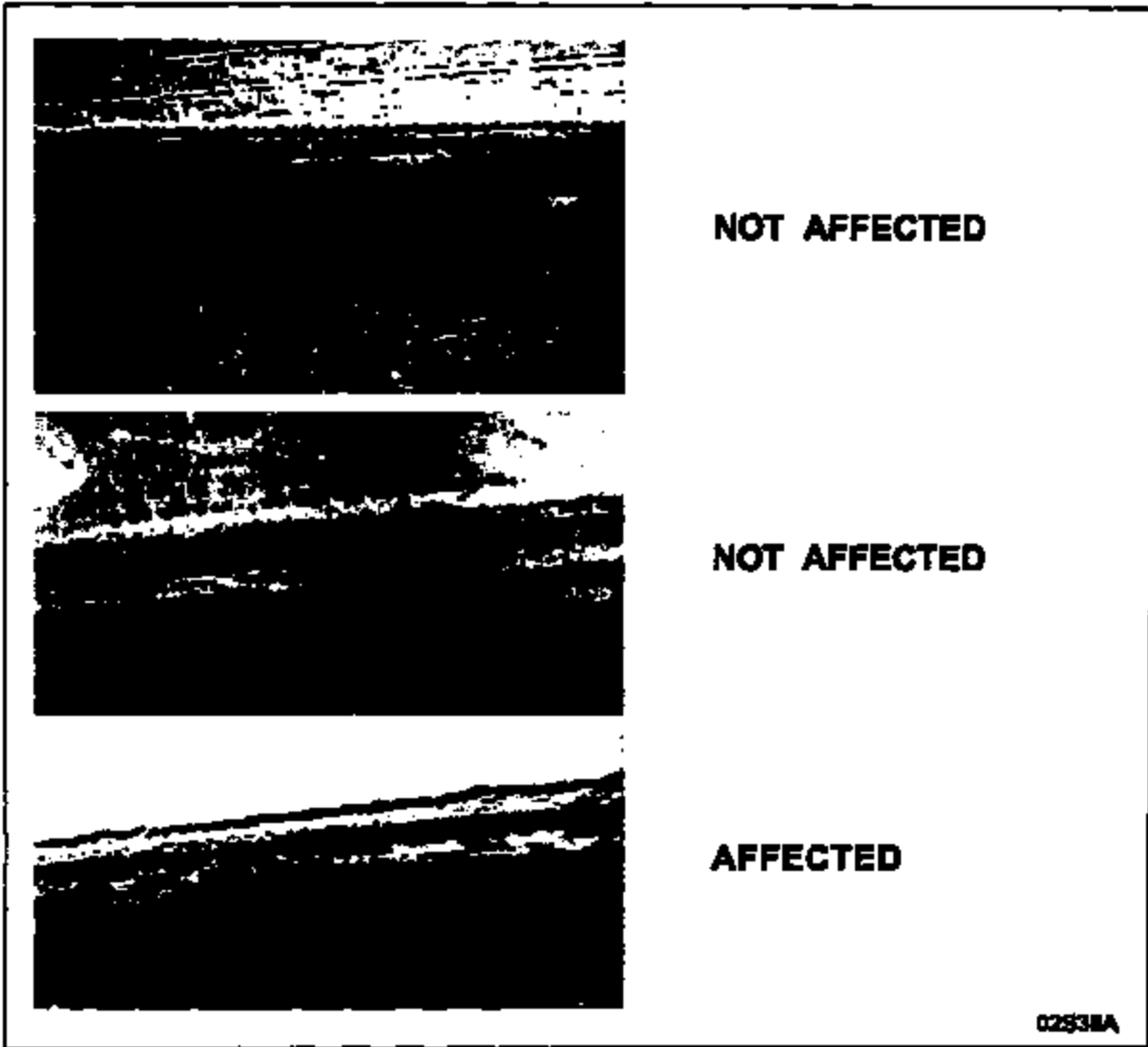


FIGURE 1

Ford Motor Company

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DEARBORN, MICHIGAN 48121
04/02

BRAKE LINE REPLACEMENT

1. Remove the right front wheel.
2. Remove and discard the right front brake fluid line with the anchoring clips still attached to the line, then plug the brake fluid line coming from the hydraulic control unit (HCU) with a rubber cap or equivalent. See Figure 2.

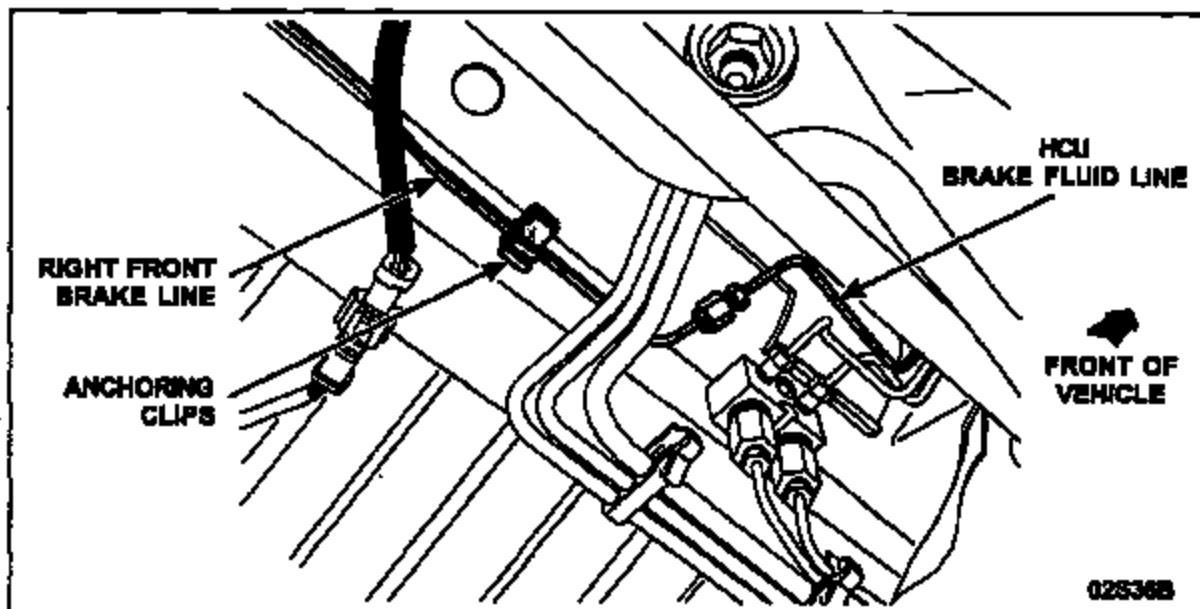


FIGURE 2

3. Install three (3) new anchoring clips onto the vehicle.
4. Remove the plug from the brake fluid line coming from the HCU, then install the new brake fluid line onto the vehicle. Tighten the fittings to 15 Nm (11 lb-ft).
5. Bleed the right front brake fluid line and caliper.
6. Position the right front wheel and install the lug nuts. Tighten the nuts to 133 Nm (98 lb-ft).
7. Check brake system operation.

Ford Motor Company

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DEARBORN, MICHIGAN 48121
0402



A. R. O'Neill
Ford Motor Company
P. O. Box 1904
Dearborn, Michigan 48121

May 2002

Safety Recall 02S36

Mr. John Sample
123 Main Street
Anywhere, USA 12345

Your Vehicle Identification Number (VIN): 12345678901234567

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

Ford Motor Company has decided that a defect, which relates to motor vehicle safety, exists in certain 1995 through 1996 Windstar vehicles originally sold or currently registered in high corrosion States and Provinces.

Ford Motor Company apologizes for this situation and wants to assure you that, with your assistance we will correct this condition.

What the issue is ... The right front brake fluid line on your Windstar may have been assembled such that it is in contact with the dash panel insulator which insulates the floor of your vehicle from heat produced by your engine during operation. Over time, this contact may remove the corrosion protection of the brake line and, when combined with heat from the catalytic converter and road salt used in the winter, cause the brake fluid line to corrode. This corrosion, if severe, may cause the brake fluid line to leak and reduce the braking performance of your Windstar.

What Ford Motor Company and your dealer will do ... Ford Motor Company will inspect your vehicle's right front brake fluid line for leakage, corrosion and contact with the dash panel insulator. Depending on the results of the inspection, your dealer may replace the brake fluid line, reposition the brake fluid line or take no action. Your dealer will perform this service free of charge (parts, if required, and labor).

How long will it take? The time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time.

What we are asking you to do ... Call your dealer without delay. If you do not already have a servicing dealer, please access www.dealerconnection.com for dealer addresses, maps, and driving instructions. Ask for a service date for Safety Recall 02S36.

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

If you have already paid for this service ...

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

If you have 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 Safety Recall.

If you have concerns ...

If you have trouble getting your vehicle repaired in a reasonable time 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 (888) 436-7332

Office Hours (Eastern Time Zone)

Monday through Friday: 8AM – 11PM

Saturday: 8AM – 8PM

Hearing impaired call (800) 232-2952. TDD for the hearing impaired.

Or you may contact us through the Internet ...

www.ownerconnection.com

If you are still having trouble getting your vehicle repaired and without charge, you may write 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 1-800-424-9393.

Quality Care service is there for you all year long.

QualityCare
at your service

Quality Care is the commitment of Ford Motor Company and its dealerships to provide you with a superior service and ownership experience. While we regret the inconvenience caused by this program, we stand committed with our 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 providing automotive products and services. Thank you for your attention to this important matter.

Sincerely,



Ann O'Neill

Director

Vehicle Service and Programs