

PE05-033

FORD

8/19/2005

APPENDIX E2, PART 1 OF 2

BOOK 2 OF 2

PART 1 OF 3

CRYSTAL GRAVES

RECEIVED
11/11/22

2006 AUG 22 AM 10:22

OFFICE OF THE
ATTORNEY GENERAL

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

[REDACTED]

Plaintiff,

-vs-

Case No. 03- CP
HON.

**FORD MOTOR COMPANY, a Delaware Corporation,
AVIS FORD, 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 (P48617)
Attorney for Plaintiff
30700 Telegraph Rd., Suite 1580
Bingham Farms, MI 48025
business (248) 642-6268/fax (248) 642-8875
website: www.lemonaid.com
e-mail: Lemonaid@ameritech.com

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

COMPLAINT
DEMAND FOR JURY

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

GENERAL ALLEGATIONS

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

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

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

4. Defendant, Ford Motor Credit Corporation, ("Financier"), is a corporation authorized to finance and lease vehicles through dealerships such as Dealer, and at the time of Plaintiff's purchase, had its registered office located in the City of Dearborn, County of Wayne, Michigan and is subject to all of Plaintiff's claims and defenses against the Defendants and manufacturer, pursuant to MCLA 492.101, et seq.

5. On or about June 28, 2001, Plaintiff purchased a new 2001 Ford Expedition ("motor vehicle") from the Defendant Dealer, which motor vehicle was manufactured and distributed by the Defendant Manufacturer.

6. The vehicle is identified as VIN# 1FMRU15W91 [REDACTED]

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

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

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

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

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

12. In fact, when delivered, the subject vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted, including, but not limited to: numerous times service for water leaking at the pillar handle and on the passenger floor, engine defects, heater/blower defects, window/moonroof defects, interior light defects, keyless entry defects, horn defects, paint defects, and the problems/list is continuing.

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

14. 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.

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

16. Plaintiff directly notified defendants of the defective conditions of the vehicle on numerous occasions and that she desired a buy-back of the vehicle, yet Defendants failed and refused to buy back Plaintiff's defective vehicle and to reimburse Plaintiff pursuant to her rights under Michigan law.

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

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

COUNT I
BREACH OF WARRANTY OF MERCHANTABILITY

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

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

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

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

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

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

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

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

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

COUNT II
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

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

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

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

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

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

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

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

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

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

37. As a direct and proximate result of the acts and omissions of defendants and

each of them as set forth hereinabove, Plaintiff has been damaged as mentioned in an amount in excess of \$25,000.00.

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

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

COUNT III
BREACH OF WARRANTY OF FITNESS

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

40. 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.

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

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

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

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

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to

accept return of the subject vehicle and refund Plaintiff's purchase price, together with consequential damages, interest, costs and reasonable attorney fees.

COUNT IV
REVOICATION

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

46. 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.

47. 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 she has lost confidence that the vehicle can be operated safely.

48. Due to the vehicle's lengthy repair history and continuing defects, Plaintiff has previously sought to revoke acceptance pursuant to MCLA 440.2608 and the return of the purchase price of the subject vehicle.

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

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

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with

incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorney fees.

COUNT V
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

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

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

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

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

- a. Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not, MCLA 445.903(1)(e);
- b. Represented that the subject vehicle had been properly repaired under the warranty, when in fact the Defendants knew or should have known that it had not, MCLA 445.903(1)(cc);
- c. Represented that the repairs would be performed properly and within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case, MCLA 445.903 (1)(s);
- d. Failing to make proper repairs on a warranted item, MCLA 445.903(1)(t);
- e. Failing to offer a refund or replacement of the subject vehicle in accordance with the applicable law and rules on revocation, MCLA 445.903(1)(u);
- f. Causing a probability of confusion or of misunderstanding as to the

legal rights, obligations or remedies of a party to a transaction, MCLA 445.903(1)(n).

- g. Failing to provide promised benefits both from the sale of the vehicle and in the repair attempts, MCLA 445.903(1)(y).
- h. Failing to reveal material facts including but not limited to the cause of the vehicle defects and nonconformities and Defendant Dealers' inability to repair said nonconformities as enumerated above, MCLA 445.903(1)(e).
- 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).

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

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

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

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

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

repaired and faces future repair attempts.

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

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

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

COUNT VII
NEGLIGENT REPAIR

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

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

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

63. Defendant owed a duty of care to Plaintiff to perform repairs in a good and

workmanlike manner within a reasonable time.

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

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

66. As a further direct and proximate result of Defendant's failure to repair the vehicle in a timely and workmanlike fashion, Plaintiff was forced repeatedly to take the vehicle in for further repair attempts and to leave it for long periods at a great inconvenience and expense.

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

WHEREFORE, Plaintiff prays for judgment as follows:

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

COUNT VIII

BREACH OF EXPRESS WARRANTY

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

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

70. 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.

71. 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.

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

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

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

COUNT IX

FINANCIER LIABILITY UNDER MCL 492.114

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

75. MCL 492.114 provides that a finance company may be responsible for payments made to it by a consumer on a defective consumer good.

76. This liability is derivative in nature, and attaches to the finance company only if the manufacturer and/or dealership are found liable.

77. Defendant Dealer and Defendant Manufacturer are liable to Plaintiff for breach of the various warranties and violation of the other consumer statutes set forth in this Complaint, and therefore Defendant Financier is liable to Plaintiff under MCL 492.114.

WHEREFORE, Plaintiff prays that judgment enter against Financier for that amount which Plaintiff has paid on the consumer good at issue here.

DEMAND FOR JURY

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

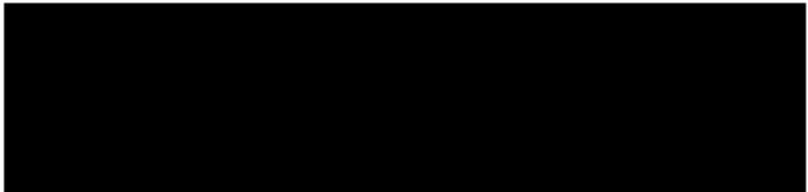
Respectfully submitted,

THE LAW OFFICES OF BRIAN P. PARKER


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

DATED: August 25, 2003





1 STATE OF NORTH CAROLINA
2 COUNTY OF RANDOLPH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
02 CVS 248

3 [REDACTED]
4 Plaintiff

5 vs.

COMPLAINT

6 FORD MOTOR COMPANY
7 Defendant

8 The Plaintiff, complaining of the defendant, alleges and
9 says: FIRST CAUSE OF ACTION

10
11 1. The plaintiff, [REDACTED] (Plaintiff) is a
12 citizen and resident of Randolph County, North Carolina.

13 2. The defendant, Ford Motor Company (Ford) is a Delaware
14 Corporation registered to do business and doing business in North
15 Carolina, with offices in Charlotte, North Carolina.

16 3. At all times relevant hereto, the Plaintiff is a
17 "Buyer" as defined in North Carolina General Statute 25-2-103.

18 4. At all times relevant hereto, the Plaintiff is a
19 "Consumer" as defined in North Carolina General Statute 20-351.1
20 and a "person" under North Carolina General Statutes 20-308 and
21 20-294.

22 5. The defendant Ford is a "Seller" as defined in North
23 Carolina General Statute 25-2-103 and a "Licensee" under North
24 Carolina General Statute 20-287.

25 6. The defendant Ford is a "Manufacturer" as defined in
26 North Carolina General Statute 20-351.1 and in North Carolina
27 General Statute 20-287.

28 7. The automobile is a "Motor Vehicle" as defined in North

1 Carolina General Statute 20-351.1.

2 8. The automobile is a "New Motor Vehicle" as defined in
3 North Carolina General Statute 20-351.1.

4 9. North Carolina General Statute 20-285 states that the
5 regulation of motor vehicle distribution in the State is in the
6 public interest and public welfare, and in the exercise of its
7 police powers of the state and it is necessary to regulate and
8 license motor vehicle manufacturers doing business in the State,
9 in order to prevent frauds, impositions and other abuses upon its
10 citizens and to protect and preserve the investments and
11 properties of the citizen of this State.

12 10. Defendant Ford either manufactures or assembles or
13 imports or distributes new motor vehicles which are sold in the
14 State of North Carolina, including 2000 Expedition, VIN:
15 1FMPU18L2Y [REDACTED] which has a defective wiring system which
16 repeatedly breaks down and causes the electrical system to
17 malfunction, which places this plaintiff and other members of the
18 motoring public in dangerous and perilous situations.

19 11. Defendant Ford sold or distributed said vehicle and
20 similar vehicles to Montgomery Motors, Inc., (Dealer) and
21 numerous other dealers in North Carolina.

22 12. Dealer is an authorized dealer for Ford's automobiles
23 and as an authorized dealer, is engaged in the business of
24 automobile sales and warranty repairs on behalf of Defendant
25 Ford.

26 13. On 7/28/2000, Plaintiff, for personal use, purchased
27 from Dealer a new 2000 Expedition, VIN: 1FMPU18L2Y [REDACTED] for a total
28 purchase price of \$42,063.12 as per attached bill of sale, marked

1 Exhibit "A", attached hereto and incorporated herein by
2 reference.

3 14. Dealer, in the ordinary course of business, arranged for
4 the extension of consumer credit for its buyers, and did so for
5 Plaintiff on 2/19/01 through Ford Motor Credit Company
6 Corporation. (FMCC) in the form of a Purchase Money Security
7 Agreement, a copy of which is marked Exhibit "B", attached hereto
8 and incorporated herein by reference.

9 15. The plaintiff entered into a consumer credit
10 transaction with FMCC, in which plaintiff was to pay 60 payments
11 of \$557.37 to FMCC.

12 16. FMCC is a lienholder as described in North Carolina
13 General Statute 20-351.3(4).

14 17. The 2000 Expedition, VIN: 1FMPU18L2YL [REDACTED] was sold to
15 Plaintiff as a new vehicle with written warranties from Ford.

16 18. Plaintiff has serviced and maintained said vehicle in
17 accordance with the guidelines of the Owner's Manual for the
18 vehicle.

19 19. Ford promised to repair or replace free of charge any
20 parts found defective in material or workmanship within 36 months
21 or 36,000 miles of the term of the express written warranty given
22 to the Plaintiff and is required by North Carolina General
23 Statute 20-351.2 to make all repairs necessary to conform the
24 vehicle to the express warranty, whether or not these repairs are
25 made after the expiration of the applicable warranty period.

26 20. Due to defects in material or workmanship, the vehicle
27 has numerous defective wiring harnesses, which repeatedly breaks
28 down and causes the electrical systems to malfunction, which

1 places this plaintiff and other members of the motoring public in
2 dangerous and perilous situations. The vehicle has been
3 presented for repairs after the 36,000 mile warranty but within
4 the 36 month warranty and Ford has refused to repair the vehicle.
5 Upon information and belief, Ford has a pattern and practice of
6 refusing to make repairs on these defective wiring harnesses and
7 said pattern and practice is in violation of numerous statutes
8 herein described.

9 21. The Plaintiff has presented the vehicle to Ford, its
10 agent or an authorized dealer, for repairs, and the same
11 nonconformity continues to exist and the defect has not been and
12 cannot be corrected by the dealer or the defendant Ford.

13 22. The Plaintiff has lost faith in the vehicle due to the
14 defects in material or workmanship and the resulting condition
15 with the vehicle as set forth herein.

16 23. The defects in material or workmanship and the
17 resulting condition of the vehicle as set forth herein
18 substantially impairs the value of the vehicle to the Plaintiff.

19 24. Due to the defects in material or workmanship and the
20 resulting condition of the vehicle as set forth herein, the
21 vehicle does not conform to the express warranty issued by the
22 defendant.

23 25. The defect or condition, or series of defects or
24 conditions alleged herein occurred no later than 24 months or
25 24,000 miles following original delivery of the vehicle to the
26 Plaintiff and upon information and belief, Ford has known of the
27 defect, but has continued to sell motor vehicles in North
28 Carolina without proper notice to the purchasers of the defective

1 motor vehicles.

2 26. The nonconformities are not the result of any abuse,
3 neglect, odometer tampering, or unauthorized modifications or
4 alterations to the motor vehicle by the Plaintiff or anyone
5 acting on his behalf.

6 27. Plaintiff has rejected acceptance of the vehicle and
7 demanded a refund from Ford and Dealer, a copy which is attached
8 hereto as Exhibit "C", and incorporated herein by reference.
9 Plaintiff gave defendant written notice of his intent to bring an
10 action against the defendant at least 10 days prior to filing
11 said suit.

12 28. Said demand by Plaintiff has not been met by Ford and
13 Ford has refused to resolve the matter in a reasonable manner as
14 per its letter attached hereto as Exhibit "D" and incorporated
15 herein by reference.

16 29. Ford has refused to accept return of the vehicle and
17 give the Plaintiff a replacement or repurchase as set forth in
18 North Carolina General Statute 20-351.3(a) as per letter of Ford,
19 marked as Exhibit "D", and incorporated herein by reference.

20 30. Ford has unreasonably refused to comply with N.C.G.S.
21 20-351.2 and/or N.C.G.S. 20-351.3. Ford is engaged in a pattern
22 of misrepresentation of the requirements and remedies available
23 under the Act on the Plaintiff and other consumers in North
24 Carolina and Ford refuses to abide by the terms of the North
25 Carolina New Motor Vehicles Warranty Act.

26 31. Ford has unreasonably failed or refused to fully
27 resolve the matter which constitutes the basis of this action.
28 Plaintiff is unable, due to Ford tactics, to continue to present

1 the vehicle for repairs and has parked or will park the vehicle
2 due to safety reasons.

3 32. As a direct and proximate result of the aforesaid
4 defects, the condition of the vehicle, and the inability or
5 refusal by Ford and its agent or authorized dealer(s) to repair,
6 and even to attempt to repair, the vehicle in a timely manner,
7 Plaintiff has suffered monetary damages. both personally and in
8 his business. Plaintiff has lost profit and added expenses due to
9 the breach of warranty of defendant. Plaintiff's vehicle has
10 diminished value, due to the recurring, non fixable, defect
11 described.

12 SECOND CAUSE OF ACTION

13 33. Plaintiff realleges all preceding paragraphs and
14 incorporates them by reference into this cause of action.

15 34. Plaintiff has given notice and does hereby gives notice
16 to defendant, Ford of his revocation of acceptance of this
17 vehicle, pursuant to North Carolina General Statute 25-2-608, on
18 the basis that this vehicle has and has had such defects as to
19 substantially impair its value to the Plaintiff.

20 35. Plaintiff's original acceptance of this vehicle was
21 based on the belief that the vehicle conformed to, or pursuant to
22 the assurance of the agents and employees of the defendant, Ford
23 and Dealer, the authorized dealers, or the express warranty, the
24 vehicle would be made to conform to the contract of sale.

25 36. Since the Plaintiff has had the vehicle, the vehicle
26 has exhibited the defect or condition, or series of defects or
27 conditions, as previously alleged herein.

28 37. Ford extended to Plaintiff a written warranty that

1 formed part of the basis of the bargain and on which Plaintiff
2 relied in purchasing the vehicle. The Dealer has not effectively
3 and lawfully disclaimed all warranties, express or implied
4 including any implied warranty of merchantability or fitness for
5 a particular purpose.

6 38. In violation of the aforesaid warranty and Section
7 25-2-311 of the North Carolina General Statutes, Ford and Dealer
8 failed or refused to repair or replace defects in Plaintiff's
9 vehicle which appeared within the time covered by the warranty or
10 which were latent defects present in the vehicle at the time
11 Plaintiff took delivery.

12 39. Defendant's warranties have failed of their essential
13 purpose and under North Carolina General Statute 25-2-
14 719(2), Plaintiff may have any remedy provided by the UCC.

15 40. It is unconscionable to limit or exclude consequential
16 or incidental damages through a warranty or warranties that fail
17 of their essential purpose and such attempt to limit damages is
18 void under North Carolina General Statute 25-2-719(3), and
19 Plaintiff is entitled to recover all consequential and incidental
20 damages.

21 41. As a direct and proximate result of the aforesaid
22 breach of written warranty, express and implied warranties of
23 merchantability and fitness for a particular purpose, Plaintiff
24 sustained the losses and damages as aforesaid.

25 THIRD CAUSE OF ACTION

26 42. Plaintiff realleges all preceding paragraphs and
27 incorporates them by reference into this cause of action.

28 43. Defendant Ford's express written repair warranty has

1 failed of its essential purpose as heretofore alleged. Under
2 Section 25-2-314 of the North Carolina General Statutes, Ford and
3 Dealer impliedly warranted that plaintiff's vehicle would be
4 merchantable and fit for the ordinary purposes for which such
5 vehicles are used.

6 44. Plaintiff's vehicle was, in fact, unmerchantable and
7 unfit for such purposes in that the vehicle was not reasonably
8 reliable or safe and failed to retain a reasonable resale or
9 trade-in value, all because of the defects set forth above.

10 45. Because the vehicle does not provide safe, efficient
11 and reliable transportation from one place to another, the
12 Plaintiff has sustained and continue to sustain losses and
13 damages.

14 FOURTH CAUSE OF ACTION

15 46. Plaintiff realleges all preceding paragraphs and
16 incorporates them by reference into this cause of action.

17 47. Ford's failure to comply with its written warranty to
18 Plaintiff violates Section 110(d)(1) of the Magnuson-Moss
19 Warranty-Federal Trade Commission Act ("Magnuson-Moss Warranty
20 Act"), 15 USC 2310(d)(1), a direct and proximate result of which
21 is that Plaintiff has sustained the losses and damages aforesaid.

22 FIFTH CAUSE OF ACTION

23 48. Plaintiff realleges all preceding paragraphs and
24 incorporates them by reference into this cause of action.

25 49. The failure by Ford and Dealer to comply with the
26 implied warranty of merchantability violates Section 2310(d)(1)
27 of the Magnuson-Moss Warranty Act, a direct and proximate result
28 of which is that Plaintiff has sustained the losses and damages

1 as aforesaid.

2 SIXTH CAUSE OF ACTION

3 50. Plaintiff realleges all preceding paragraphs and
4 incorporates them by reference into this cause of action.

5 51. Defendant Ford has refused to comply with Plaintiff's
6 demand for refund in violation of the N.C. Motor Vehicle's
7 Warranty Act and Motor Vehicle Dealers and Manufacturers
8 Licensing Law, North Carolina General Statutes 20-285 et. seq.

9 52. The acts of the defendant, Ford as set forth above are
10 deceitful and had a substantial tendency to deceive and did in
11 fact deceive, and the acts and practices of the defendant, Ford
12 are in or effect commerce. That the acts and practices of the
13 defendant, Ford constitute unfair and deceptive trade practices
14 in violation of North Carolina General Statutes 75-1.1 and 20-285
15 et seq.

16 SEVENTH CLAIM FOR RELIEF

17 53. That defendant Ford wilfully, wantonly and maliciously
18 has violated NCGS §20-308 and NCGS §20-294(4).

19 54. That the previously alleged acts of defendant
20 constitute use of unfair methods of competition or unfair
21 deceptive acts or practices.

22 55. That the acts of the defendant Ford described herein
23 are malicious or wanton, and the court may award punitive
24 damages, attorney's fees and costs in addition to any other
25 damages under Motor Vehicle Dealers and Manufacturers Licensing
26 Law, North Carolina General Statutes 20-285 et. seq

27 EIGHTH CLAIM FOR RELIEF

28 56. The sale of the vehicle with a defect which Ford cannot

1 and refuses to fix pursuant to law is in violation of NCGS 20-2B5
2 et seq. and NCGS 75-1.1 et seq.

3 57. An actual controversy exists.

4 59. Plaintiff is entitled to a judgement declaring that
5 Ford must make all repairs necessary to conform the vehicle to
6 the original express warranties, and to pay all costs or damages
7 caused by said defect, including diminished value of all vehicles
8 due to the defect, until such time as the vehicle is no longer
9 driven on the streets and highways of North Carolina.

10 WHEREFORE, the Plaintiff prays the Court as follows:

11 1. That pursuant to the New Motor Vehicles Warranty Act,
12 Plaintiff have and recover of defendant Ford, the following:

13 (a) The specific performance of the statute with either
14 the replacement of the defective vehicle with a comparable, new
15 vehicle without any usage or mileage deduction or the full
16 contract price including, but not limited to, charges for
17 undercoating, dealer preparation and transportation, and
18 installed options, plus the non-refundable portions of extended
19 warranties and service contracts;

20 (b) All collateral charges, including but not limited
21 to, sales tax, license and registration fees, and similar
22 government charges, and diminished value due to defect;

23 (c) Any finance charges incurred by plaintiff; said
24 amount to be computed with information from the lienholder. Upon
25 satisfaction of the lienholder's interest as it may appear, (less
26 rebates and credits due to plaintiff), said lienholder shall mark
27 the note paid in full, and plaintiff shall be free and clear of
28 any debt to the lienholder.

1 (d) Any incidental damages and monetary consequential
2 damages, including taxes, insurance, replacement costs of vehicle
3 and other damages.

4 (e) That the total amount is in excess of \$10,000.00.

5 (f) That Ford unreasonably refused to comply with
6 N.C.G.S. 20-351.2 and/or N.C.G.S. 20-351.3 and N.C.G.S. 20-285 et
7 seq. and all of the above damages shall be trebled.

8 (g) Plaintiff should be awarded attorney fees pursuant
9 to N.C.G.S. 20-351.9 and N.C.G.S. 20-285 et seq.

10 2. That pursuant to the Uniform Commercial Code and the
11 Magnuson-Moss Warranty-Federal Trade Commission Act, and the
12 Motor Vehicle Dealers and Manufacturers Licensing Law the
13 plaintiff have and recover of the defendant, Ford.

14 (a) A sum in excess of \$10,000.00 for the purchase
15 price, punitive damages, compensatory damages together with
16 incidental expenses, plus interest at the legal rate until paid;
17 and

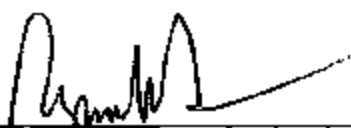
18 (b) That this sale be actually revoked or rescinded;
19 and any credit transaction rescinded, revoked and nullified, and
20 all payments returned to Plaintiff.

21 (c) That any recovery against Ford be trebled by the
22 court pursuant to Chapter 75 and N.C.G.S. 20-285 et seq. of the
23 NCGS;

24 (d) That counsel fees be taxed to the defendant
25 pursuant to the Magnuson-Moss Warranty Act, N.C.G.S. 20-285 et
26 seq. and to pursuant to NCGS 75-16.1;

27 3. That interest and the costs of this action be taxed to
28 the defendant; and

1 4. For such other and further relief as to the Court may
2 deem just and proper.



3
4
5 By: Raymond W. Postlethwait, Jr.
6 State Bar No. 3506
7 Attorney for plaintiff
8 P.O. Box 2881
9 Durham, NC 27715
10 (919) 286-4204
11 (919) 286-2820 fax
12 rw.post@gte.net
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

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

[REDACTED]
Dublin, PA [REDACTED]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania [REDACTED] Dublin, PA [REDACTED]

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

BACKGROUND

3. On or about October 06, 2001, Plaintiff purchased a new 2001 Ford Expedition, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMRU16W31LB77862.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$36,329.63. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

8. The parties' bargain includes an express 6-year / 75,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

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

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

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

12. The first documented warranty repair attempt is believed to have occurred on or before September 05, 2002, when the vehicle odometer showed 26,407 miles. On that date, repair attempts were made to the water leak front passenger side and front brakes. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

13. The second documented warranty repair attempt is believed to have occurred on or before September 19, 2002, when the vehicle odometer showed 27,125 miles. On that date, repair attempts were made to the water leaks on right side and under glove box. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

14. The third documented warranty repair attempt is believed to have occurred on or before September 27, 2002, when the vehicle odometer showed 27,392 miles. On that date, repair attempts were made to the water leaks from cowl. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

15. The vehicle continues to exhibit defects and malfunctions which remained uncorrected after a reasonable number of repair opportunities. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "E".

16. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions which Defendant's warranty dealer did not provide or maintain itemized statements or records as required by law.

17. Plaintiff avers that such itemized statements which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

18. Plaintiff has and will continue to suffer damages due to Defendant's failure to maintain and provide itemized statements of repair.

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

(xvi). Making repairs, improvements or replacements in 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.

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

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

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

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

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

KIMMER & SILVERMAN, P.C.

By:

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

VERIFICATION

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


ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff



Ford Motor Company Caribbean, Inc.
Puerto Rico/U.S. Virgin Islands

Telephone: (787) 782-5820
Facsimile: (787) 781-8873

March 28, 2005

Dado Transmítal

To: Mrs. Pat Follo
Office of the General Counsel
Ford Motor Company

cc: Attorney Manuel González Gierbolini
Mr. John Earp - Ford Worldwide Direct Market Operations
Mr. Félix A. Amey - Puerto Rico District Office

Plata

5 MAR 30 PM 2005

OFFICE OF THE
GENERAL COUNSEL

Subject: Case name and number: Juan C. Sierra y/o Carmen Cosma
100021

The Puerto Rico Consumers' Office (DADO) has informed that they have an open complaint file on the subject case which involves a Ford product and dealer.

We have opened a file on this case and will commence assembly of service information and dealer comments relevant to the case, preparatory to action necessary on our part to resolve the complaint.

By copy of this transmittal we are alerting our local legal counsel of this case in the event his assistance is required.

Notes:

2000 Ford Expedition VIN 1FMPU18L4Y The Administrative Hearing is scheduled for May 13, 2005 at 10:30 AM at DADO. The customer alleges the unit has corrosion, water leak for the windshield concern. Customer said that she unit was impacted before of the sale. Customer is requesting the unit be changed by a new one, indemnization for damages, compensation to pay legal services or what justice demand in this case.

Felicio Comandante Rosacin
Overs Relaciones Specialist



En la vista de este expediente.

En la vista no podrá hacer todas las alegaciones y presentar toda la evidencia documental y testifical (peritos, facturas, cheques asociados, partes, videos de tiempos y reparaciones, etc.) que constituyen esenciales para su caso. Se les solicita que den puntal la documentación que acredite con la diligencia debida de dicho caso, por lo que deberá hacer toda la evidencia referente a la vista notada. No se dará oportunidad posterior para hacer evidencia adicional.

REPRESENTACIÓN LEGAL

A la vista administrativa las partes podrán venir acompañadas de abogado si lo desean. Dependiendo de las circunstancias particulares del caso, podrá ser inclusive deseable el comparecer con abogado. Se les advierte que el Departamento no provee abogado para asistir a las partes durante la vista.

Cuando las partes sean representadas, la persona que comparezca en su representación legal deberá ser un abogado debidamente acreditado a ejercer la profesión de abogado en Puerto Rico. Dependiendo, sin embargo, que al comparecer sin la asistencia de abogado, su representación deberá ser por medio Rosacin.

510769
Follo



FIRMA

[REDACTED]

SUITE 112
SAN JUAN PR [REDACTED]

FORD DEL NORTE
246 CALLE MARGINAL
HATILLO PR 00659

AUTOS VEGA
PO BOX 364252
SAN JUAN PR 00936-4252

FORD MOTOR CO CARIBBEAN, INC.
PO BOX 11957
SA JUAN PR 00922-1957

FORD MOTOR CREDIT
PO BOX 364189
SAN JUAN PR 00936-4189

LCDO. CARLOS I DIAZ DIAZ
EDIFICIO DARLINTON OFIC. 905
1007 AVE MUÑOZ RIVERA
SAN JUAN PR 00925

Ana Teresa Hernandez

Firma



RECEIVED

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR

Ford International Business Development

Fecha: 25 Enero de 2005

Querrela Núm. # 100021

MAR 25 AM 8:21

ENMIENDA A QUERRELLA

Querrelant

[Redacted Name]

Querrelado:

- Ford del Norte
- Autos Vega
- Ford Motor Company Caribe
- Ford Motor Credit

Dirección física:

[Redacted Address]

Dirección postal:

[Redacted Postal Address]

[Large Redacted Block]

NOTA: Este documento es una copia de un documento original que se encuentra en el expediente de la querrela. El presente documento no tiene validez jurídica alguna y no puede ser utilizado como prueba en ningún proceso judicial. La Ley Núm. 170 de 1997, que modifica la Ley Núm. 170 de 1997, establece que la Ley Núm. 170 de 1997, según se modifica.

Rosa Torres Hernández
Consumidor

[Redacted Signature/Stamp]

DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR
Oficina Regional de San Juan
Servicios de Calidad a Tiempo

FECHA: 11 DE FEBRERO DE 2005

[REDACTED]
FORD DEL NORTE
AUTOS VEGA
FORD MOTOR CO CARIBBEAN, INC.
FORD MOTOR CREDIT
LCDO. CARLOS I DIAZ DIAZ

RE: QUERRELLA 100021 389

Ante este Departamento se ha presentado una enmienda a la querrela presentada contra usted y/o la compañía que usted representa. Acompañamos copia de la misma.

La referida enmienda () incluye (X) no incluye anejos. Los anejos que fueron acompañados con la enmienda obran en el expediente, y pueden ser examinados por usted en nuestras oficinas durante horas laborables.

El término que usted tiene para contestar la querrela y/o querrela enmendada es de cinco (5) días con antelación a la fecha de la vista administrativa. Oportunamente se le notificará la fecha de la vista.

La contestación a la querrela deberá contener su nombre completo, dirección física y postal, número de teléfono y número de querrela. Podrá anejar a su contestación copia de todo documento que sirva de apoyo a su alegación, sin perjuicio de producir documentos adicionales durante el procedimiento. Deberá estar firmada y fechada por usted y/o su representante legal. Si se trata de una corporación, sólo podrá comparecer representada por un abogado autorizado a ejercer la profesión legal en Puerto Rico.

Será obligación de las partes notificar al Departamento cualquier cambio de dirección o teléfono. El incumplimiento de esta obligación conllevará la imposición de los costos en los que el Departamento incurra para notificar a dicha parte.



ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR

FECHA DE RADICACIÓN: 22 DE JULIO DE 2003

QUERRELLA: 100021389

QUERELLANTE: [REDACTED] NÚM. SEGURO SOCIAL: LIC [REDACTED]
DIRECCIÓN FÍSICA: [REDACTED] PUNTA LAS MARIAS, SANTURCE, PR. [REDACTED]

DIRECCIÓN POSTAL: P.O. BOX 11850 SUITE 112 SAN JUAN, P.R. 00922

TELÉFONOS: HOGAR: [REDACTED] FAX: [REDACTED] E-Mail: [REDACTED]

REPRESENTANTE LEGAL Y DIRECCIÓN: [REDACTED]

QUERELLADO: FORD DEL NORTE

DIRECCIÓN FÍSICA: 246 CALLE MARGINAL, HATILLO, P.R. 00659

DIRECCIÓN POSTAL: LA MISMA

TELÉFONOS: TRABAJO: 898-1467 FAX: [REDACTED] E-Mail: [REDACTED]

REPRESENTANTE LEGAL Y DIRECCIÓN: [REDACTED]

QUERELLADO: AUTOS VEGA

DIRECCIÓN FÍSICA: AVE KENNEDY KM 3.5 SAN JUAN, P.R. 00936-4252

DIRECCIÓN POSTAL: P.O. BOX 364253 SAN JUAN, P.R. 00936

TELÉFONOS: TRABAJO: 273-6353 FAX: [REDACTED] E-Mail: [REDACTED]

REPRESENTANTE LEGAL Y DIRECCIÓN: [REDACTED]

QUERELLADO: FORD MOTOR COMPANY CARIBBEAN INC.

DIRECCIÓN FÍSICA: [REDACTED]

DIRECCIÓN POSTAL: P.O. BOX 11957 SAN JUAN, P.R. 00922-1957

TELÉFONOS: TRABAJO: [REDACTED] FAX: [REDACTED] E-Mail: [REDACTED]

REPRESENTANTE LEGAL Y DIRECCIÓN: FORD MOTOR CREDIT / P.O. BOX 364189 SAN JUAN, P.R. 00936-4189



CVNIB2V0001

PAGINA 1

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR
SAN JUAN, PUERTO RICO

Fecha: 7/20/03

Querrela Núm.: _____

COMPRAVENTA DE BIEN MUEBLE - VEHICULO DE MOTOR

VEHICULO EN CONTROVERSLA: Número de Serie: LEMFU18L4Y [REDACTED]
 Marca: Ford Modelo: Expedition Tablilla: ENX 623
 Nuevo Usado Fecha Compraventa: 07 Nov. 01 Garantía: _____
 Precio: \$39,995.00 Millaje Compraventa: 036 Millaje al Radicar la Querrela: 35,521
 Fecha en que surgieron los defectos: 24 Jun Fecha en que Redujo: 24 Jun
 ¿Cuántas veces han llamado repararlo? 3 ¿Está al día en los pagos al banco? Si

NATURALEZA DE LA QUERRELA:

- Vicios Ocultos Vicio en el Consentimiento Incumplimiento de garantía Reparación Defectuosa
 Llave Acida Licencia Otro _____

BREVE DESCRIPCIÓN DE LOS HECHOS - NÚMERO SOLICITADO POR EL QUERRELLANTE:

[REDACTED]

Por la presente hago constar bajo juramento que toda la información que he suministrado es correcta, verdadera, que me consta de propio conocimiento que los mismos hechos se están ante la consideración de un Tribunal y otros órganos administrativos.

[Signature]
Consumidor

[REDACTED]



CVMIREV 0297

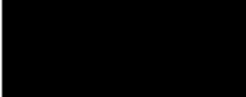
PAGINA 2

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR
SAN JUAN, PUERTO RICO

Fecha: 7/22/03

Querrela Núm.: _____



COMPRAVENTA DE BIEN MUEBLE - VEHICULO DE MOTOR

VEHICULO EN CONTROVERSA: Número de Serie: 1FMFU18L4YL 

Marca: Ford Modelo: Expedition Tablilla: _____

Nuevo Usado Fecha Compraventa: 7 NOV 01 Garantía: _____

Precio: \$39,995.00 Millaje Compraventa: 036 Millaje al Radicar la Querrela: 35,521

Fecha en que surgieron los defectos: 24/04  Fecha en que Reclamó: 24/04 

Cuántas veces han intentado repararlo: 3 ¿Está al día en los pagos al banco? Si

NATURALEZA DE LA QUERRELA:

- Vicio Oculto Vicio en el Consentimiento Incumplimiento de garantía Reparación Defectuosa
- Lluvia Ácida Licencia Otro _____

BREVE DESCRIPCIÓN DE LOS HECHOS Y REMEDIO SOLICITADO POR EL QUERELLANTE:



Por la presente el/los motor/s se/ja juramenta que toda la información que ha suministrado es correcta, verdadera, que me consta de propia experiencia, que los mismos hechos se están sujeta la consideración de un Tribunal o una agencia administrativa.

Maria J. Lopez
Consumidor

[Signature]
Querrelante



PAGINA ____ DE ____

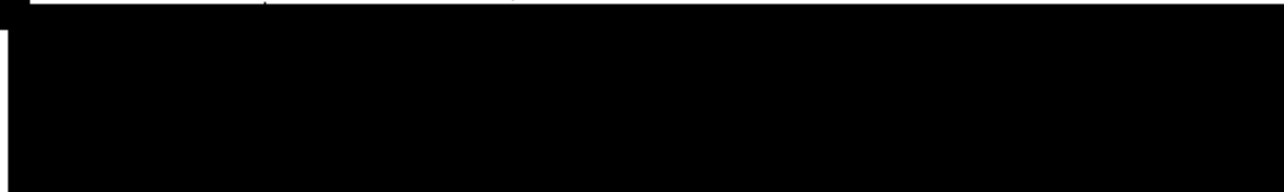
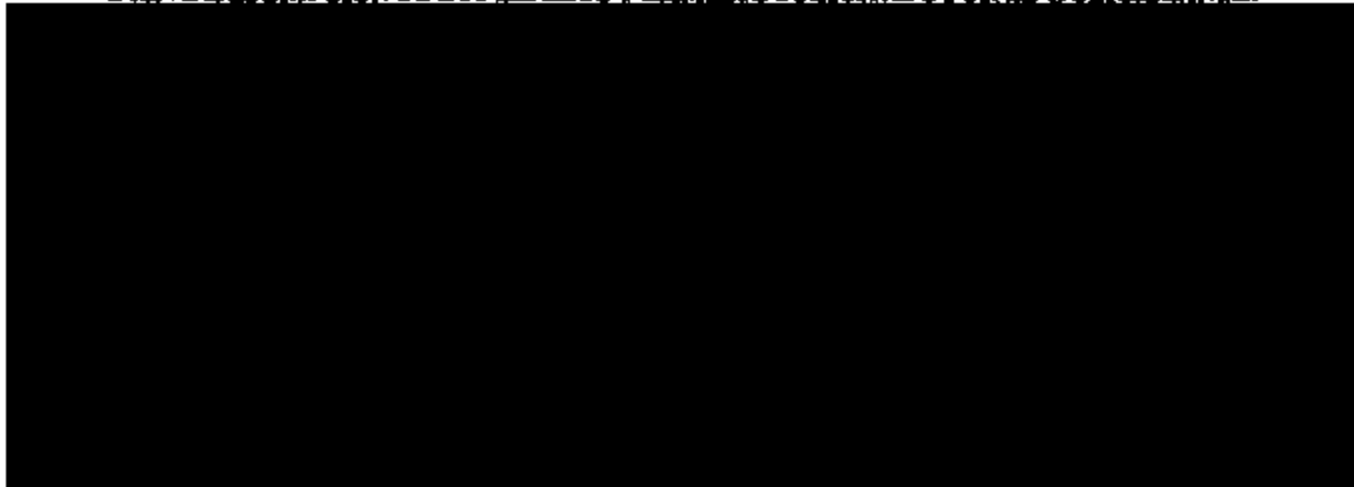
ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR

Fecha: 22 DE JULIO DE 2003

Querrela Núm.: _____

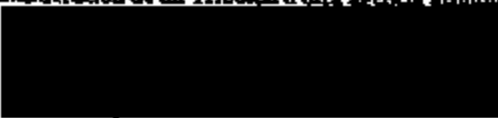
HOJA DE CONTINUACIÓN

BREVE DESCRIPCIÓN DE LOS HECHOS Y REMEDIO SOLICITADO POR EL QUERELLANTE:



Por la presente hago constar bajo juramento que toda la información que he suministrado es correcta, verdadera, que me consta de propio conocimiento y que los mismos hechos no están ante la consideración de un Tribunal u otra agencia administrativa.

Maria Ruiz
Consumidor



DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR
APARTADO 41059 - ESTACION MINILLAS
SAN JUAN, PUERTO RICO 00940-1058

QUERELLANTE:

[REDACTED]

QUERRELLA NUMERO:

100021389

VS.

QUERELLADO:

SOBRE:

FORD DEL NORTE
AUTOS VEGA
FORD MOTOR CO. CARIBBEAN, INC.
FORD MOTOR CREDIT CO.

CC:

* NOTIFICACION Y CITACION *

[REDACTED]
SUITE [REDACTED]
SAN JUAN, PR [REDACTED]

FORD DEL NORTE
246 CALLE MARGINAL
RATILLO, PR 00929

AUTOS VEGA
PO BOX 36437
SAN JUAN, PR 00936

FORD MOTOR CO. CARIBBEAN, INC.
PO BOX 11947
SAN JUAN, PR 00922-1947

FORD MOTOR CREDIT
PO BOX 36419
SAN JUAN, PR 00936-4199

RECEIVED

Jane Gonzalez Rodriguez
Government, Inc.

[REDACTED]



State Farm Insurance Companies



July 13 2004

Shawn Norton
Ford Motor Company
Park Lane Towers West, Suite 300
Three Parklane Boulevard
Dearborn, MI 48126

RECEIVED

DEC 27 2004

Re: Our insured: [REDACTED]
Our Claim number: 53-E320-924
Date of Loss: 2/11/04

RECEIVED JAN - 3 2005

Dear Ms. Norton:

I have compiled the following responses for supporting documentation in the above referenced matter.

1. The owner was having electrical problems with the windshield wipers, radio and blower. He took the vehicle back to the dealership for repairs. The dealership discovered a windshield water leak that caused damage to the electrical system of the subject vehicle.
2. Enclosed are our photos of the subject vehicle.
3. An expert was not hired to investigate this matter because the damages were consistent to the service bulletin #15773.
4. We did not obtain the service history on the subject vehicle.

??

State Farm contends that Ford Motor was negligent in manufacturing and assembling the brake pressure switch. Also, Ford is responsible for placing into the stream of commerce a defective vehicle because it did not work as intended, failing in safety. Therefore, we are requesting reimbursement in the amount of \$1,494.55.

If you have any questions regarding this matter please contact me.

Sincerely,
Tony Bedell
Tony Bedell
Subrogation Department
(214) 269-8712

*UCC
DOWN 7/15/05
- \$1,494.55
- FRESNO, TX
- NO EXP
- NO Color Photos*



FEES-833-8179

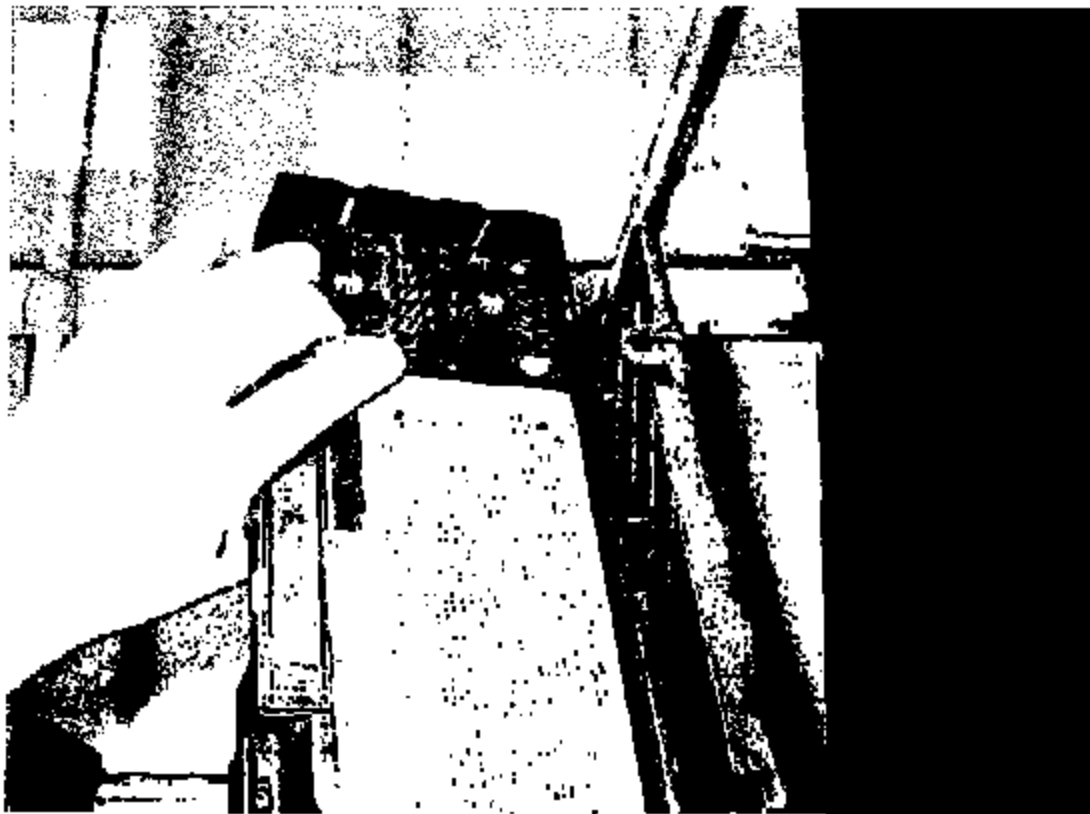
Leak from here



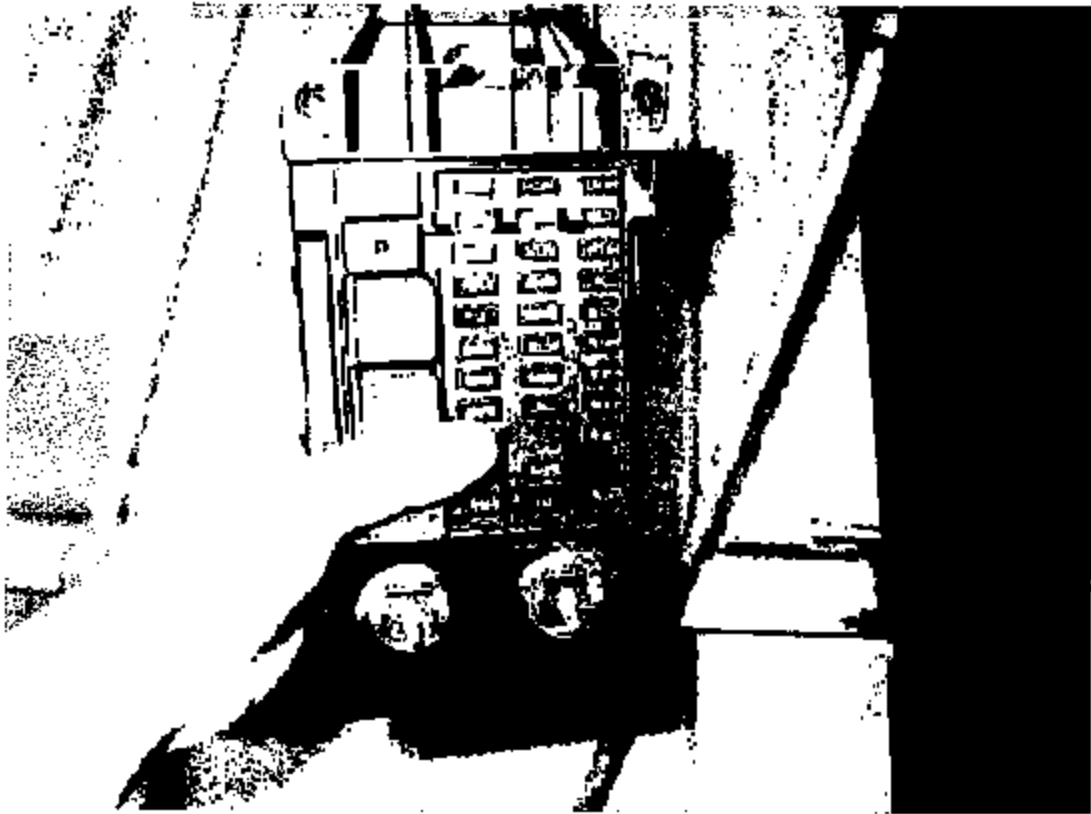
WET FLOOR



PEIS-833-8181

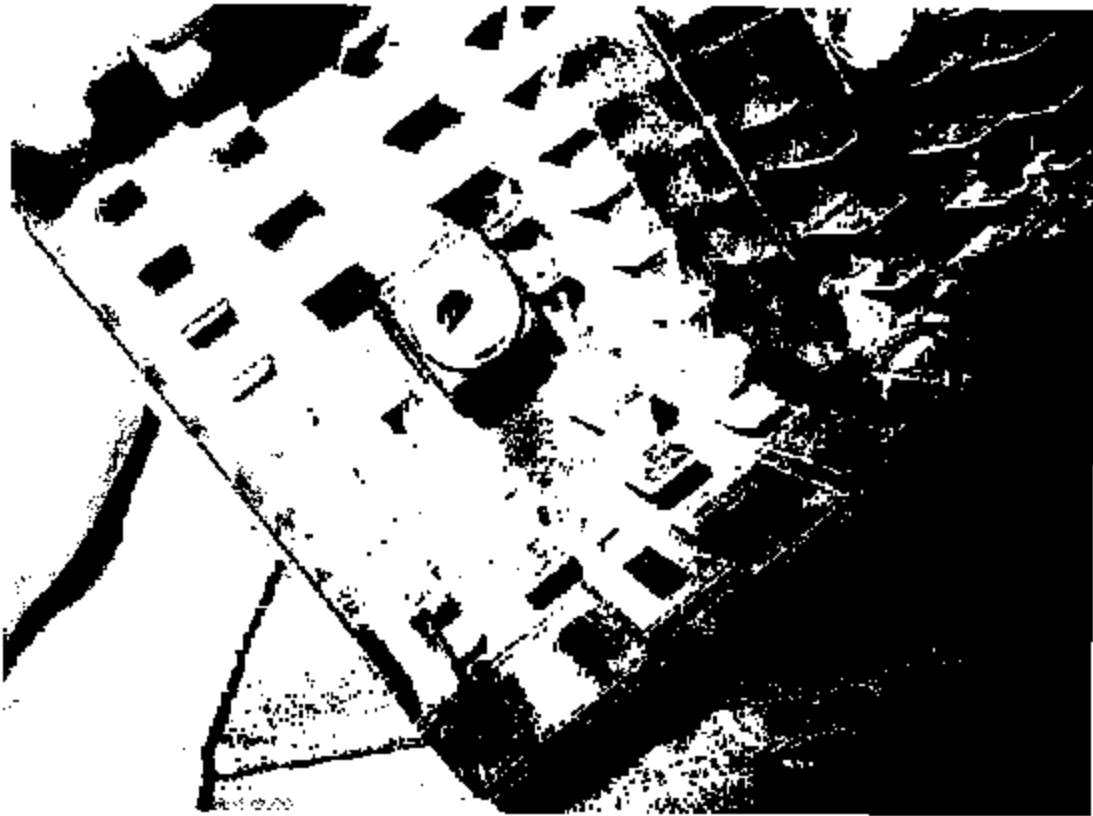


FE05-033-0182



FE05-033-0183

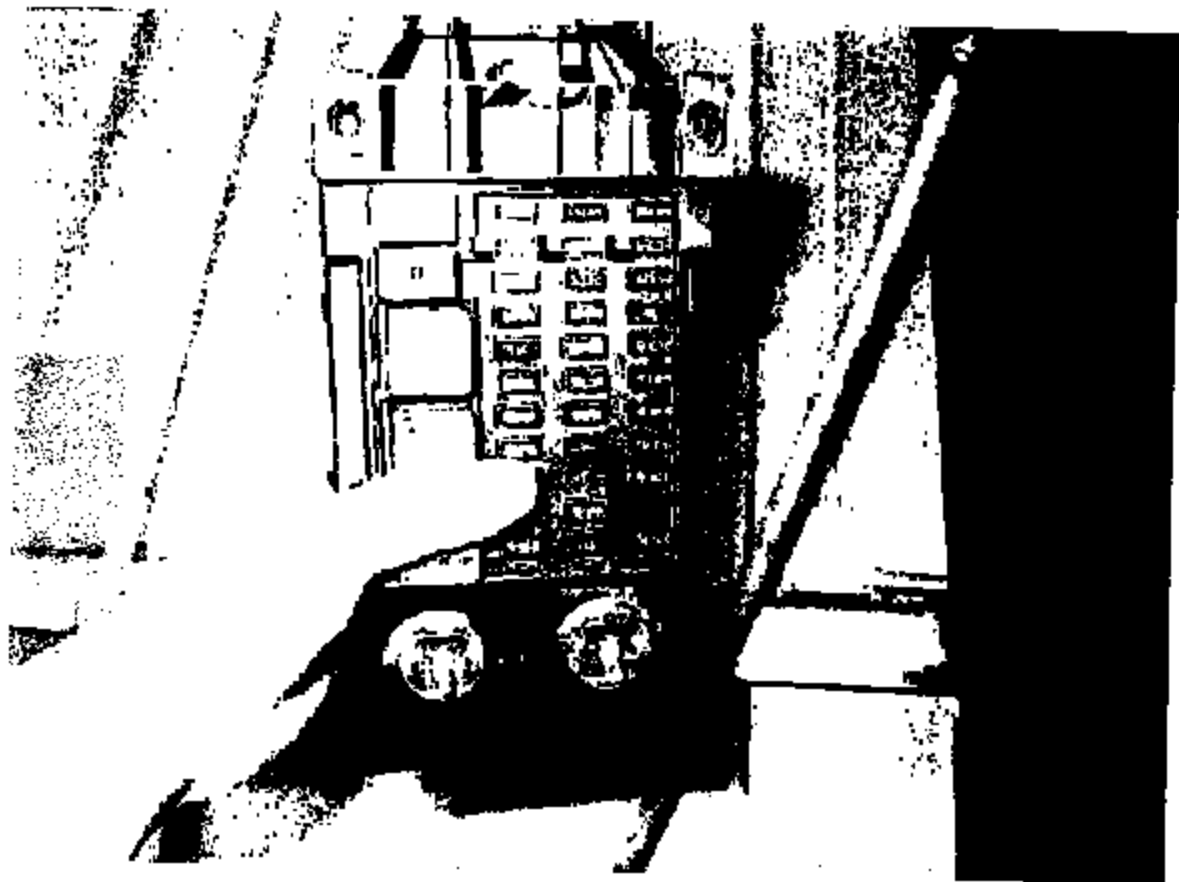
Shows signs of water contamination



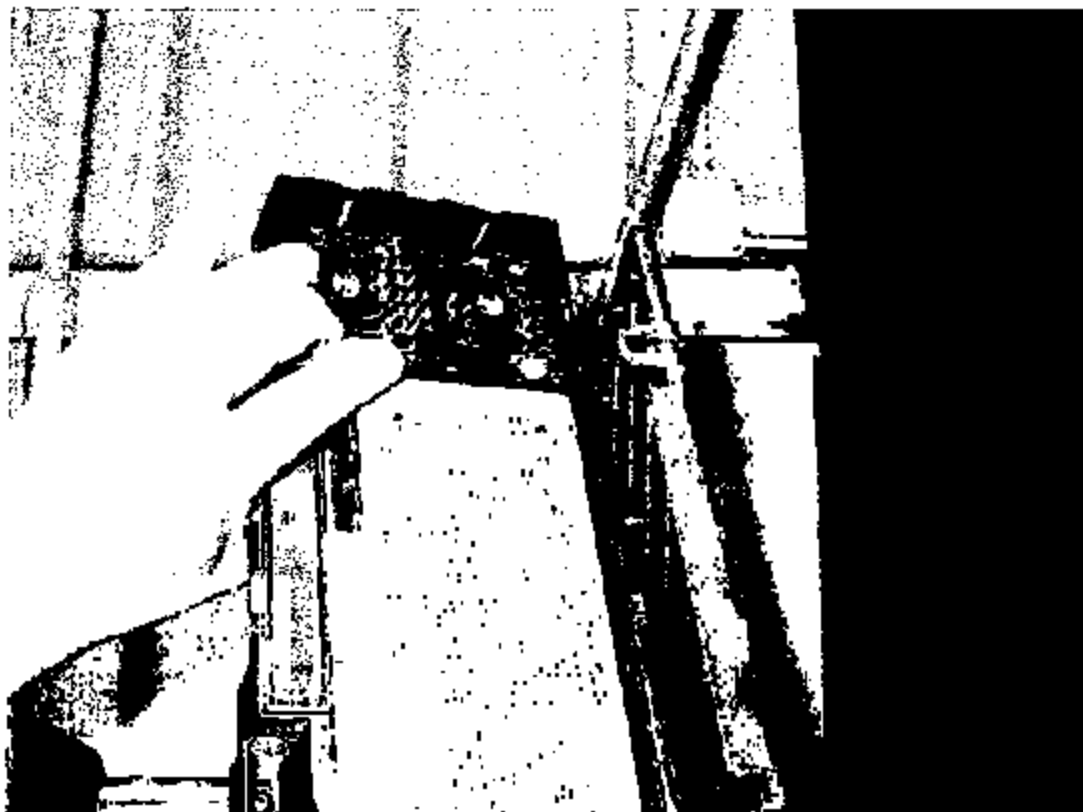
FE85-833-8104



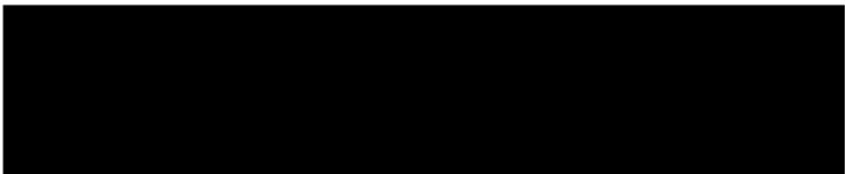
PE85-833-0185



PE05-033-0108



FE05-033-0167





Interinsurance Exchange of the Automobile Club
 P. O. Box 25024, Santa Ana, CA 92799-5024

January 14, 2005

FORD MOTOR COMPANY
 ATTN: OFFICE OF THE GENERAL COUNSEL
 3 PARKLANE BL
 DEARBORN MI 48126

RE: Your Insured / Driver : UNKNOWN
 Your Claim Number : UNKNOWN
 Our Insured : DESIREE AND DOUGLAS P. CORBIN
 Our Policy Number : [REDACTED]
 Date of Loss : January 3, 2005

FORD MOTOR COMPANY
 RECEIVED
 CLAIMS UNIT
 JAN 30 2005
 OFFICE OF THE
 GENERAL COUNSEL

The Interinsurance Exchange of the Automobile Club of Southern California has a claim against your insured as a result of the accident that has occurred on the above date. The claim consists of:

UMC	\$0.00
AUTO / PROPERTY	\$80.51
DEDUCTIBLE	\$500.00
ACSC RENTAL	\$0.00
INSURED RENTAL/MISC.	\$0.00
TOTAL	\$580.51

Enclosed are the necessary documents to support our subrogation claim.

Please show Our Policy Number and Date of Loss on your draft. FOR YOUR INFORMATION:

ADJUSTER: Laurie McKechnie/ar (714)850-8010

REPLY: _____

SIGNATURE & DATE _____

SUBC05

*- WSD - 2/19/01
 - ESP - 6/10/09 (100)*

*- 1/3/05
 - \$580.51
 - 101 Exped
 - VIN
 - 71,534 (M)*

This folder is not assigned to a desk reviewer Status: Not Reviewed Save & Close Request Supplement Cancel

Admin Vehicle Activity Log Journal

Print Options:

1 images(s) per page

Print Description and Comments

Print Image(s)



7/26/2005