

PE05-033

FORD

8/19/2005

APPENDIX E2, PART 2 OF 2

BOOK 2 OF 2

PART 2 OF 3





Liberty Mutual Fire Insurance Company

5050 W Tilghman St Suite 200
Allentown PA 18104
Tel: (610) 398-9800 / (800) 521-0986

February 23, 2005

FORD MOTORS
PO BOX 1904
DEARBOTH MI 48121

RECEIVED

MAR 03 2005

OUR INSURED: [REDACTED]
OUR CLAIM NUMBER: [REDACTED]
YOUR INSURED:
YOUR CLAIM NUMBER:
DATE OF LOSS: 12/06/2004
PLACE OF RT 9
LOSS: WOODBRIDGE, NJ

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
MAR 07 2005
OFFICE OF THE
GENERAL COUNSEL

5 MAR -2 P3:48

CONSUMER AFFAIRS
SECTION

Dear Sir or Ms:

Based on our investigation of this accident, we believe your Insured to be responsible for the damage to our Insured's vehicle. I have enclosed documentation to support the following subrogation claim:

Amount we have paid	\$	9404.43
Salvage (if applicable)	\$	0.00
Our Insured's deductible	\$	500.00
Total amount of damages	\$	9904.43

Please include our claim number on your check for the total amount of damages shown above and send your payment to my attention. If you have any questions, please contact me at the number listed above, extension 439.

Sincerely,

DIANA VENTRESCA
Subrogation Department

Enclosure

We feel the damage to our insured car was because the seal around the windshield dry rots causing the leak.

Manufacturer : FORD MOTOR COMPANY**Crash :** No **Fire :** No**Number of Injuries:** 0**ODI ID Number :** 8022924**Date of Failure:** November 4, 2002**VIN :** PLEASE PROV...**Component:** VISIBILITY;WINDSHIELD**Summary:**

CONSUMER STATES THAT WHILE DRIVING AND NO WARNING THERE IS WATER LEAKING FROM THE WINDSHIELD INTO THE INSTRUMENT PANEL CAUSING A DISTRACTION TO THE CONSUMER. DEALER NOTIFIED TS

Make : FORD**Model :** EXPEDITION**Year :** 2000**Manufacturer :** FORD MOTOR COMPANY**Crash :** No **Fire :** No**Number of Injuries:** 0**ODI ID Number :** 10015048**Date of Failure:****VIN :** Not Available**Component:** VISIBILITY;WINDSHIELD**Summary:**

WATER LEAKED INTO THE VEHICLE THROUGH THE WINDSHIELD SEAM, AND SHORTED OUT THE ELECTRICAL SYSTEM. *JB

Make : FORD**Model :** EXPEDITION**Year :** 2000**Manufacturer :** FORD MOTOR COMPANY**Crash :** No **Fire :** No**Number of Injuries:** 0**ODI ID Number :** 10105807**Date of Failure:** December 25, 2004**VIN :** 1FMPU18L6YL...**Component:** VISIBILITY;WINDSHIELD**Summary:**

I OWN 2000 FORD EXPLORER. JUST FOUND OUT THE WINDSHIELD IS LEAKING, CAUSING WATER TO GET INTO FUSE BOX AND GEM MODULE UNDER DASH CAUSING MAJOR ELECTRICAL PROBLEMS. HAD WINDSHIELD REPLACED TODAY AND IT ONLY TOOK 1 MINUTE TO BREAK THE SEAL. THE REPAIR GUY SAID IT SHOULD TAKE AT LEAST 20 MINUTES AND THAT IF WE WOULD HAVE HAD A WRECK THE WINDSHIELD WOULD HAVE FALLEN OUT. I'VE DONE EXTENSIVE RESEARCH ON INTERNET AND FOUND THIS IS A VERY COMMON PROBLEM IN 1997-2001 F150'S, EXPEDITIONS AND NAVIGATORS, BUT ESPECIALLY THE 2000 EXPEDITION. THE SEAL USED BY FORD AROUND THE WINDSHIELD DRY ROT'S CAUSING THE LEAK. SERVICE MAN AT FORD ACKNOWLEDGED THE PROBLEM BUT SAYS NO RECALL HAS BEEN ISSUED. *AK

AUTO APPRAISAL REPORT
LIBERTY MUTUAL INSURANCE COMPANY
100 FRANKLIN SQUARE DRIVE - P.O. BOX 6807
SOMERSBT, NEW JERSEY 08873
PHONE: 1-800-500-8061

CD LOG NO 251 -0

12-09-04 11:49 AM

ESTIMATE

CLAIM INFORMATION

CLAIM # [REDACTED] POLICY # [REDACTED]
COMPANY LIBERTY MUTUAL CLAIM REP MELISSA SPOUST EXT.4338
FAK WORK PH# (800) 500-8061
INSURED [REDACTED] LOSS DATE 12-06-04
CLAIMANT LOSS TYPE COMP/FLOOD
LOSS PAYEE WORLD OMNI FINANCIAL CORP AGCT #

INSPECTION

COMPANY STAFF FIELD APPRAISAL**359 & 325 US
TYPE FIELD
PRIMARY POI NON-COLLISION SECOND POI
APPRAISER NAME STAN JUDSON
ADDRESS INSP DATE 12-09-04
CITY STATE LOCATION LOMAN FORD
ZIP CITY STATE WOODBRIDGE NJ

OWNER

[REDACTED]
ELIZABETH NJ [REDACTED]

WORK
HOME [REDACTED]

REPAIR

OWNERS CHOICE

CAR IN
REPAIR 2 DAYS

VEHICLE

2000 FORD EXPEDITION XLT 4 DR WAGON
8CYL GASOLINE 5.4

OPTIONS

TWO-STAGE - EXTERIOR SURFACES 4-WHEEL DRIVE
BUMPER COVER MOUNTED FOG LAMPS RUNNING BOARDS
ELEC REMOTE CONTROL MIRRORS LUGGAGE RACK
CRUISE CONTROL OVERHEAD CONSOLE
OVERHEAD DISPLAY UNIT

BODY COLOR NAVY MILEAGE 58,831
CONDITION GOOD VIN 1FMPU16L2YLA75265
LICENSE # ENE-7BT CODE P850
LICENSE STATE NJ VEH INSP #

REMARKS:

ALL SUPPLEMENTS MUST BE INSPECTED BY APPRAISER PRIOR TO REPAIR

-1-

2000 FORD EXPEDITION XLT 4 DR WAGON

CLAIM

LOG 251 -0

12-09-04 11:49 AM

339 FOR SUPPLEMENT CONTACT HANDLING CLAIM REP. LISTED ABOVE AT 800-500-8061

SUPPLEMENTAL REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION SUBJECT TO DENIAL!

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OP CODES:

* = USER-ENTERED VALUE	B = REPLACE OEM	NG = REPLACE NACS
EC = QUALITY REPL. PART	UC = RECONDITIONED PRT	UM = NEW DISCOUNT OEM PRT
EJ = LIKE KIND & QUALITY	EP = QUALITY REPL. PART	PC = PKN RECONDITIONED
EM = PKN REMAN/REBUILT	TE = PARTL REPL PRICE	ET = PARTL REPL LABOR
IT = PARTIAL REPAIR	I = REPAIR	L = REFINISH
ER = BLEND REFINISH	TT = TWO-TONE	CG = CHIPGUARD
SB = SUBLET	N = ADDITIONAL LABOR	RI = R&I ASSEMBLY
P = CHECK	AA = APPEAR ALLOWANCE	RP = RELATED PRIOR
UP = UNRELATED PRIOR		

OP	CODE	MC	DESCRIPTION	MFR. PART NO.	PRICE	AJN	EN	HOURS	B
E	0050		BOX, FUSE	LT F6TZ14A003B	129.00*			0.5*	2
			>>PRICE PER DEALER						
E	1907	01	MODULE, COMPUTER	F75Z12A650AJC	291.00*			0.2	2
			>>PRICE PER DEALER						
E			WIRING PCM	REPLACE OEM	101.00*			3.0*	2*
E			HARNES	REPLACE OEM	480.00*			2.5*	2*
			>>YL1414A005AM PRICE PER DEALER LABOR INCLUDES DIAGNOSIS						
E			WIRING, FUSEBOX	REPLACE OEM	580.00*			2.5*	2*
			>>YL1414A01B PRICE PER DEALER LABOR INCLUDES DIAGNOSIS						
E			GEN MODULE	REPLACE OEM	215.00*				2*
			>>PRICE PER DEALER						
RI			CARPET	R&I ASSEMBLY				0.5*	2*
			>>PULL BACK CARPET AND AIR DRY						
			7 ITEMS						

MC MESSAGE

01 CALL DEALER FOR EXACT PART # / PRICE

FINAL CALCULATIONS & ENTRIES

PARTS

GROSS PARTS	\$ 1,796.00
OTHER PARTS	
PAINT MATERIAL	

ADJUSTMENTS

DISCOUNT

MARKUP

PARTS & MATERIAL TOTAL	\$ 1,796.00
TAX ON PARTS & MATERIAL @ 6.000%	\$ 107.76

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	\$ 41.00			
2-MECH/ELEC	\$ 45.00	9.2		\$ 414.00
3-FRAME	\$ 44.00			
4-REFINISH	\$ 41.00			

2000 FORD EXPEDITION XLT 4 DR WAGON

CLAIM # [REDACTED]
5-PAINT \$ 20.00

LOG 251 -0

12-09-04 11:49 AM

LABOR TOTAL		\$	414.00
TAX ON LABOR	@ 6.000%	\$	24.84
SUBLET REPAIRS			
TAX ON SUBLET	@ 6.000%		
TOWING			
STORAGE			
GROSS TOTAL		\$	2,342.60
LESS: DEDUCTIBLE		\$	500.00-
NET TOTAL		\$	1,842.60

FIN Y/00/00/00/00/00 GUM 00/00/00/00/00 GEOCODE: 08873 SOMERSET
SPPL YES GEOCODE: 08873 SOMERSET
ADP PENPRO W0410 RS LOG251 -0 12-09-04 12:31:58 REL 4.10 SW08/04 DT11/04
(C) 1993 - 2004 ADP CLAIMS SOLUTIONS GROUP, INC.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO REPLACEMENT PARTS AVAILABLE FROM THE ORIGINAL MANUFACTURER.

IN ACCORDANCE WITH NEW JERSEY REGULATION 11:3-10.3(E), YOU, AS THE INSURED MAY USE ANY REPAIR FACILITY OF YOUR OWN CHOICE. WITH RESPECT TO AUTOMOBILE DAMAGE CLAIMS, WHEN YOU ELECT TO USE A REPAIR FACILITY OF YOUR CHOICE, THE LAW REQUIRES THAT THE ENTITY ENGAGED IN THE BUSINESS OF AUTO BODY REPAIR MUST BE DULY LICENSED. IN ADDITION, LIBERTY MUTUAL IS PROHIBITED BY LAW FROM NEGOTIATING, ADJUSTING OR SETTLING ANY AUTOMOBILE DAMAGE CLAIM WITH AN UNLICENSED FACILITY.

THIS IS NOT AN AUTHORIZATION TO REPAIR.

AUTO APPRAISAL REPORT
LIBERTY MUTUAL INSURANCE COMPANY
100 FRANKLIN SQUARE DRIVE - P.O. BOX 6807
SOMERSET, NEW JERSEY 08873
PHONE: 1-800-500-8061

CD LOG NO 127 -1

SUPPLEMENT S1

12-09-04 11:49 AM

01-04-05 2:00 PM

CLAIM INFORMATION

CLAIM # [REDACTED] POLICY # [REDACTED]
COMPANY LIBERTY MUTUAL CLAIM REP MELISSA SPOUST EXT. 4338
FAX WORK PH# (800) 500-8061
INSURED [REDACTED] LOSS DATE 12-06-04
CLAIMANT LOSS TYPE COME/FLOOD
LOSS PAYEE WORLD OMNI FINANCIAL CORP ACCT #

INSPECTION

COMPANY STAFF FIELD APPRAISAL**359 & 325 U
TYPE FIELD
PRIMARY POI NON-COLLISION SECOND POI
APPRAISER NAME JIM LEPLBY
LICENSE # EKTW 4404
WORK PHONE (800) 500-8061 FAX
ADDRESS INSP DATE 01-04-05
CITY STATE LOCATION LOMAN FORD
ZIP CITY STATE WOODBRIDGE NJ

OWNER

[REDACTED]
ELIZABETH NJ [REDACTED]

WORKS
HOME [REDACTED]

REPAIR

ATTN TOM SHOP LIC#
LOMAN FORD INC CAR IN
820 HIGHWAY I CAR OUT
WOODBRIDGE NJ 07095- REPAIR 5 DAYS
SHOP PHONE (732) 636-3200 FAX (732) 283-4166

VEHICLE

2000 FORD EXPEDITION XLT 4 DR WAGON
8CYL GASOLINE 5.4

OPTIONS

TWO-STAGE - EXTERIOR SURFACES 4-WHEEL DRIVE
BUMPER COVER MOUNTED FOG LAMPS RUNNING BOARDS
ELEC REMOTE CONTROL MIRRORS LUGGAGE RACK
CRUISE CONTROL OVERHEAD CONSOLE
OVERHEAD DISPLAY UNIT

BODY COLOR NAVY MILEAGE 58,831
CONDITION GOOD VIN 1FMPU16L2YLA75265
LICENSE # KME-78T CODE P850

-1-

2000 FORD EXPEDITION XLT 4 DR WAGON

12-09-04 11:49 AM

CLAIM # [REDACTED]

LOG 127 -1

S1 01-04-05 2:00 PM

LICENSE STATE NJ

VEH INSP #

REMARKS:

ALL SUPPLEMENTS MUST BE INSPECTED BY APPRAISER PRIOR TO REPAIR
SUPPLEMENT FOR ADDITIONAL WIRING HARNESS & TRANS FLUSH AFTER TEARDOWN
NO DOP **PAYMENT TO OWNER

()
359 FOR SUPPLEMENT CONTACT HANDLING CLAIM REP. LISTED ABOVE AT 800-500-8061
SUPPLEMENTAL REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION SUBJECT TO DENIAL!

OP CODES:

* = USER-ENTERED VALUE	E = REPLACE OEM	MG = REPLACE MAGS
EC = QUALITY REPL. PART	UC = RECONDITIONED PRT	UM = NEW DISCOUNT OEM PRT
KU = LIKE KIND & QUALITY	EP = QUALITY REPL. PART	PC = PKN RECONDITIONED
PM = PKN REMAN/REBUILT	TE = PARTL REPL PRICE	ET = PARTL REPL LABOR
IT = PARTIAL REPAIR	I = REPAIR	L = REFINISH
BR = BLEND REFINISH	TT = TWO-TONE	CG = CHIPGUARD
SB = SUBLET	N = ADDITIONAL LABOR	RI = R&I ASSEMBLY
P = CHECK	AA = APPEAR ALLOWANCE	RP = RELATED PRIOR
UP = UNRELATED PRIOR		

OP	GDE	MC DESCRIPTION	MFR. PART NO.	PRICE	AJ%	EX	HOURS	R
E	0050	BOX, FUSE	LT F6TZ14A003B	129.00*			0.5*	2
		>>PRICE PER DEALER						
E	1907 01	MODULE, COMPUTER	F75Z12A650AJC	291.00*			0.2	2
		>>PRICE PER DEALER						
E		WIRING PCM	REPLACE OEM	101.00*			3.0*	2*
E		HARNESS	REPLACE OEM	480.00*			2.5*	2*
		>>YL1414A005AM PRICE PER DEALER LABOR INCLUDES DIAGNOSIS						
E		WIRING, FUSEBOX	REPLACE OEM	580.00*			2.5*	2*
		>>YL1414A01B PRICE PER DEALER LABOR INCLUDES DIAGNOSIS						
E		GEN MODULE	REPLACE OEM	215.00*				2*
		>>PRICE PER DEALER						
RI		CARPET	R&I ASSEMBLY				0.5*	2*
		>>PULL BACK CARPET AND AIR DRY						
E		REAR WIRE HARNESS	REPLACE OEM	374.93*		S1	20.0*	2*
		>>PRICE PER DEALER LABOR PER BOOK						
SB		TRANSMISSION FLUSH	SUBLET	159.00*		S1		1*
		>>INCLUDES GASKETS & FLUID						
		9 ITEMS						

MC MESSAGE
01 CALL DEALER FOR EXACT PART # / PRICE

FINAL CALCULATIONS & ENTRIES

PARTS

GROSS PARTS	\$ 2,170.93
OTHER PARTS	
PAINT MATERIAL	

2000 FORD EXPEDITION KLT 4 DR WAGON

12-09-04 11:49 AM

CLAIM # [REDACTED] LOG 127 -1

S1 01-04-05 2:00 PM

ADJUSTMENTS	DISCOUNT	MARKUP	
PARTS & MATERIAL TOTAL			\$ 2,170.93
TAX ON PARTS & MATERIAL @ 6.000%			\$ 130.26
LABOR	RATE	REPLACE HRS	REPAIR HRS
1-SHEET METAL	\$ 41.00		
2-MECH/ELBC	\$ 45.00	29.2	\$ 1,314.00
3-FRAME	\$ 44.00		
4-REFINISH	\$ 41.00		
5-PAINT	\$ 20.00		
LABOR TOTAL			\$ 1,314.00
TAX ON LABOR @ 6.000%			\$ 78.84
SUBLET REPAIRS			\$ 159.00
TAX ON SUBLET @ 6.000%			\$ 9.54
TOWING			
STORAGE			
GROSS TOTAL			\$ 3,862.57
LESS: DEDUCTIBLE			\$ 500.00-
NET TOTAL			\$ 3,362.57
RATES/TAXES ADJUSTMENT			S1
LESS: PREVIOUS NET TOTAL			\$ 1,842.60-
NET SUPPLEMENT TOTAL			\$ 1,519.97

PIN Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE: 08873 SOMERSET
 SPPL YES GEOCODE: 08873 SOMERSET
 ADP PENPRO W0410 S1 LOG127 -1 01-05-05 07:10:55 REL 4.10 SW08/04 DT11/04
 (C) 1993 - 2004 ADP CLAIMS SOLUTIONS GROUP, INC.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO REPLACEMENT PARTS AVAILABLE FROM THE ORIGINAL MANUFACTURER.

IN ACCORDANCE WITH NEW JERSEY REGULATION 11:3-10.3(E), YOU, AS THE INSURED MAY USE ANY REPAIR FACILITY OF YOUR OWN CHOICE. WITH RESPECT TO AUTOMOBILE DAMAGE CLAIMS, WHEN YOU ELECT TO USE A REPAIR FACILITY OF YOUR CHOICE, THE LAW REQUIRES THAT THE ENTITY ENGAGED IN THE BUSINESS OF AUTO BODY REPAIR MUST BE DULY LICENSED. IN ADDITION, LIBERTY MUTUAL IS PROHIBITED BY LAW FROM NEGOTIATING, ADJUSTING OR SETTLING ANY AUTOMOBILE DAMAGE CLAIM WITH AN UNLICENSED FACILITY.

2000 FORD EXPEDITION XLT 4 DR WAGON
CLAIM [REDACTED] LOG 127 -1
THIS IS NOT AN AUTHORIZATION TO REPAIR.

12-09-04 11:49 AM
SI 01-04-05 2:00 PM

*** SUPPLEMENT RECONCILIATION ***

CD LOG NO 127 -1 SUPPLEMENT S1

CLAIM # [REDACTED] POLICY # [REDACTED]
 INSURED [REDACTED] INSP DATE 01-04-05
 OWNER [REDACTED] APPRAISER JIM LEPLBY
 VEHICLE 2000 FORD EXPEDITION XLT 4 DR WAGON

ADDED LINES

QDR	PART	OPERATION	PRICE	AJX	BN	LABOR RATE
	REAR WIRE HARNESS	REPLACE OSM	S1	374.93*		20.0* ME*
	TRANSMISSION FLUSH	SUBLET	S1	159.00*		

CALCULATION CHANGES	FROM	TO	DIFFERENCE
GROSS PARTS	1,796.00	2,170.93	374.93+
TAX ON PARTS & MATERIAL	6.000% 107.76	6.000% 130.26	22.50+
ME - MECH/ELEC	45.00 414.00	45.00 1,314.00	900.00+
TAX ON LABOR	6.000% 24.84	6.000% 78.84	54.00+
SUBLET REPAIRS		159.00	159.00+
TAX ON SUBLET	6.000%	6.000% 9.54	9.54+

SUPP 1 NET TOTAL 1,519.97+

SUMMARY	NET TOTAL	DATE	TIME	APPRAISER
ORIG EST	1,842.60	12-09-04	11:49 AM	STAN JUDSON
SUPP 1	1,519.97	01-04-05	2:00 PM	JIM LEPLBY

AUTO APPRAISAL REPORT
LIBERTY MUTUAL INSURANCE COMPANY
100 FRANKLIN SQUARE DRIVE - P.O. BOX 6807
SOMERSET, NEW JERSEY 08873
PHONE: 1-800-500-8061

CD LOG NO 167 -2

SUPPLEMENT S2

12-09-04 11:49 AM

02-02-05 10:47 AM

CLAIM INFORMATION

CLAIM #	[REDACTED]	POLICY #	[REDACTED]
COMPANY	LIBERTY MUTUAL	CLAIM REP	MELISSA SPOUST EXT.4938
FAX	[REDACTED]	WORK PH#	(800) 500-8061
INSURED	[REDACTED]	LOSS DATE	12-06-04
CLAIMANT	[REDACTED]	LOSS TYPE	COMP/FLOOD
LOSS PAYEE	WORLD OMNI FINANCIAL CORP	ACCT #	

INSPECTION

COMPANY	STAFF FIELD APPRAISAL**359 & 325 U		
TYPE	FIELD		
PRIMARY POI	NON-COLLISION	SECOND POI	
APPRAISER NAME	JIM LEFLEY		
LICENSE #	EXTN 4404		
WORK PHONE	(800) 500-8061	FAX	
ADDRESS		INSP DATE	01-31-05
CITY STATE		LOCATION	LOMAN FORD
ZIP		CITY STATE	WOODBIDGE NJ

OWNER

[REDACTED]
ELIZABETH NJ [REDACTED]

WORK#
HOME#(908) 355-6370

REPAIR

ATTN TOM	SHOP LIC#
LOMAN FORD INC	CAR IN
820 HIGHWAY 1	CAR OUT
WOODBIDGE NJ 07095-	REPAIR 12 DAYS
SHOP PHONE (732) 636-3200	FAX (732) 283-4166

VEHICLE

2000 FORD EXPEDITION XLT 4 DR WAGON
8CYL GASOLINE 5.4

OPTIONS

TWO-STAGE - EXTERIOR SURFACES	4-WHEEL DRIVE
BUMPER COVER MOUNTED FOG LAMPS	RUNNING BOARDS
ELEC REMOTE CONTROL MIRRORS	LUGGAGE RACK
CRUISE CONTROL	OVERHEAD CONSOLE
OVERHEAD DISPLAY UNIT	

BODY COLOR	NAVY	MILEAGE	58,834
CONDITION	GOOD	VIN	1FMPU16L2YLA75265
LICENSE #	KWK-78T	CODE	P850

-1-

2000 FORD EXPEDITION XLT 4 DR WAGON

12-09-04 11:49 AM

CLAIM # [REDACTED]

LOG 167 -2

S2 02-02-05 10:47 AM

LICENSE STATE NJ

VEH INSP #

REMARKS:

ALL SUPPLEMENTS MUST BE INSPECTED BY APPRAISER PRIOR TO REPAIR

NO DOP **PAYMENT TO OWNER

()

359 FOR SUPPLEMENT CONTACT HANDLING CLAIM REP. LISTED ABOVE AT 800-500-8061

SUPPLEMENTAL REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION SUBJECT TO DENIAL

SUPPLEMENT FOR ADDITIONAL WIRING HARNESS & MODULES, CARPETS

OP CODES:

* = USRR-ENTERED VALUE	E = REPLACE OEM	NG = REPLACE NAGS
EC = QUALITY REPL. PART	OC = RECONDITIONED PRT	UM = NEW DISCOUNT OEM PRT
EU = LIKE KIND & QUALITY	EP = QUALITY REPL. PART	PC = FXN RECONDITIONED
PM = FXN REMAN/REBUILT	TE = PARTL REPL PRICE	ET = PARTL REPL LABOR
IT = PARTIAL REPAIR	I = REPAIR	L = REFINISH
ER = BLEND REFINISH	TT = TWO-TONE	CG = CHIPGUARD
SB = SUBLET	N = ADDITIONAL LABOR	RI = R&I ASSEMBLY
P = CHECK	AA = APPRAISER ALLOWANCE	RP = RELATED PRIOR
UP = UNRELATED PRIOR		

OP	GDE	MC	DESCRIPTION	MFR. PART NO.	PRICE	AJ%	BY	HOURS	R
K	0050		BOX, FUSE	LT F6TZ14A003B	128.07*		S2	INJ*2	
			>>PRICE PER DEALER						
K	0782		METER, AIR FLOW	XL3Z12B579BARM	154.20*		S2	0.4	2
K	0828		CLOCK SPRING	1L3Z14A664AA	79.89*		S2	1.8	2
K	1907 01		MODULE, COMPUTER	F75Z12A650AJC	291.85*		S2	0.2	2
			>>PRICE PER DEALER						
E			WIRING PCM	REPLACE OEM	100.10*		S2	5.0*2*	
E			HARNESS	REPLACE OEM	479.02*		S2	5.0*2*	
			>>YL1414A005AM PRICE PER DEALER LABOR INCLUDES DIAGNOSIS						
E			WIRING, FUSEBOX	REPLACE OEM	571.95*		S2	5.0*2*	
			>>YL1414A01B PRICE PER DEALER LABOR INCLUDES DIAGNOSIS						
E			GEN MODULE	REPLACE OEM	212.86*		S2	0.8*2*	
			>>PRICE PER DEALER						
K			REAR WIRE HARNESS	REPLACE OEM	374.93*		S2	20.0*2*	
			>>PRICE PER DEALER LABOR PER BOOK						
SB			TRANSMISSION FLUSH	SUBLET	159.00*		S2		1*
			>>INCLUDES GASKETS & FLUID						
E			CARPET	REPLACE OEM	443.80*		S2	6.0*2*	
E			ENGINE CONTROL HARNESS	REPLACE OEM	508.13*		S2	16.0*2*	
E			AIR CLEANER ELEMENT	REPLACE OEM	26.00*		S2	0.2*2*	
N			DIAGNOSTIC TIME	ADDITIONAL LABOR			S2	8.0*2*	

14 ITEMS

MC MESSAGE

01 CALL DEALER FOR EXACT PART # / PRICE

FINAL CALCULATIONS & ENTRIES

2000 FORD EXPEDITION XLT 4 DR WAGON

12-09-04 11:49 AM

CLAIM # [REDACTED]

LOG 167 -2

S2 02-02-05 10:47 AM

PARTS

GROSS PARTS \$ 3,370.80
 OTHER PARTS
 PAINT MATERIAL

ADJUSTMENTS

DISCOUNT MARKUP

PARTS & MATERIAL TOTAL \$ 3,370.80
 TAX ON PARTS & MATERIAL @ 6.000% \$ 202.23

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	\$ 41.00			
2-MECH/ELEC	\$ 45.00	60.4	8.0	\$ 3,078.00
3-FRAME	\$ 44.00			
4-REFINISH	\$ 41.00			
5-PAINT	\$ 20.00			

LABOR TOTAL \$ 3,078.00
 TAX ON LABOR @ 6.000% \$ 184.68
 SUBLET REPAIRS \$ 159.00
 TAX ON SUBLET @ 6.000% \$ 9.54
 TOWING
 STORAGE

GROSS TOTAL \$ 7,004.27
 LESS: DEDUCTIBLE \$ 500.00-

NET TOTAL \$ 6,504.27

RATES/TAXES ADJUSTMENT

\$1

LESS: PREVIOUS NET TOTAL \$ 3,362.57-

NET SUPPLEMENT TOTAL \$ 3,141.70

FXN Y/00/00/00/00/00 GUN 00/00/00/00/00 GEOCODE: 08873 SOMERSKT
 SPPL YES GEOCODE: 08873 SOMERSKT
 ADP PENPRO W0410 S2 LOG167 -2 02-03-05 14:44:30 REL 4.10 SW08/04 DT01/05
 (G) 1993 - 2004 ADP CLAIMS SOLUTIONS GROUP, INC.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO REPLACEMENT PARTS AVAILABLE FROM THE ORIGINAL MANUFACTURER.

IN ACCORDANCE WITH NEW JERSEY REGULATION 11:3-10.3(E), YOU, AS THE INSURED MAY USE ANY REPAIR FACILITY OF YOUR OWN CHOICE. WITH RESPECT TO AUTOMOBILE DAMAGE CLAIMS, WHEN YOU ELECT TO USE A REPAIR FACILITY OF YOUR CHOICE, THE LAW REQUIRES THAT THE ENTITY ENGAGED IN THE BUSINESS OF AUTO BODY REPAIR MUST BE DULY LICENSED. IN ADDITION, LIBERTY MUTUAL IS PROHIBITED BY LAW FROM NEGOTIATING, ADJUSTING OR SETTLING ANY AUTOMOBILE DAMAGE CLAIM WITH AN UNLICENSED FACILITY.

2000 FORD EXPEDITION XLT 4 DR WAGON
CLAIM [REDACTED] LOG 167 -2

12-09-04 11:49 AM
S2 02-02-05 10:47 AM

THIS IS NOT AN AUTHORIZATION TO REPAIR.

*** SUPPLEMENT RECONCILIATION ***

CD LOG NO 167 -2 SUPPLEMENT S2

CLAIM # [REDACTED] POLICY # [REDACTED]
 INSURED [REDACTED] INSP DATE 01-31-05
 OWNER [REDACTED] APPRAISER JIM LEPLBY
 VEHICLE 2000 FORD EXPEDITION XLT 4 DR WAGON

DELETED LINES						
GDE	PART	OPERATION	PRICE	AJ%	B%	LABOR RATE
	CARPET	R&I ASSEMBLY				0.5* ME*
	REAR WIRE HARNESS	REPLACE OEM	S1 374.93*			20.0* ME*
	TRANSMISSION FLUSH	SUBLET	S1 159.00*			

ADDED LINES						
GDE	PART	OPERATION	PRICE	AJ%	B%	LABOR RATE
0782	METER,AIR FLOW	REPLACE OEM	S2 154.20*			0.4 ME
0828	CLOCK SPRING	REPLACE OEM	S2 79.89*			1.8 ME
	REAR WIRE HARNESS	REPLACE OEM	S2 374.93*			20.0* ME*
	TRANSMISSION FLUSH	SUBLET	S2 159.00*			
	CARPET	REPLACE OEM	S2 443.80*			6.0* ME*
	ENGINE CONTROL HARNESS	REPLACE OEM	S2 508.13*			16.0* ME*
	AIR CLEANER ELEMENT	REPLACE OEM	S2 26.00*			0.2* ME*
	DIAGNOSTIC TIME	ADDITIONAL LABOR	S2			8.0* ME*

CHANGED LINES						
GDE	PART	OPERATION	PRICE	AJ%	B%	LABOR RATE
0050	BOX,FUSE	LT REPLACE OEM	S2 128.07*			INC* ME
			129.00*			0.5* ME
	WIRING PCM	REPLACE OEM	S2 100.10*			5.0* ME*
			101.00*			3.0* ME*
	HARNESS	REPLACE OEM	S2 479.02*			5.0* ME*
			480.00*			2.5* ME*
	WIRING,FUSEBOX	REPLACE OEM	S2 571.95*			5.0* ME*
			580.00*			2.5* ME*
	GEM MODULE	REPLACE OEM	S2 212.86*			0.8* ME*
			215.00*			
1907	MODULE,COMPUTER	REPLACE OEM	S2 291.85*			0.2 ME
			291.00*			0.2 ME

CALCULATION CHANGES		FROM	TO	DIFFERENCE
GROSS PARTS		2,170.93	3,370.80	1,199.87+
TAX ON PARTS & MATERIAL	6.000%	130.26	202.25	71.99+
ME - MECH/ELEC	45.00	1,314.00	3,078.00	1,764.00+
TAX ON LABOR	6.000%	78.84	184.68	105.84+
SUPP 2 NET TOTAL				3,141.70+

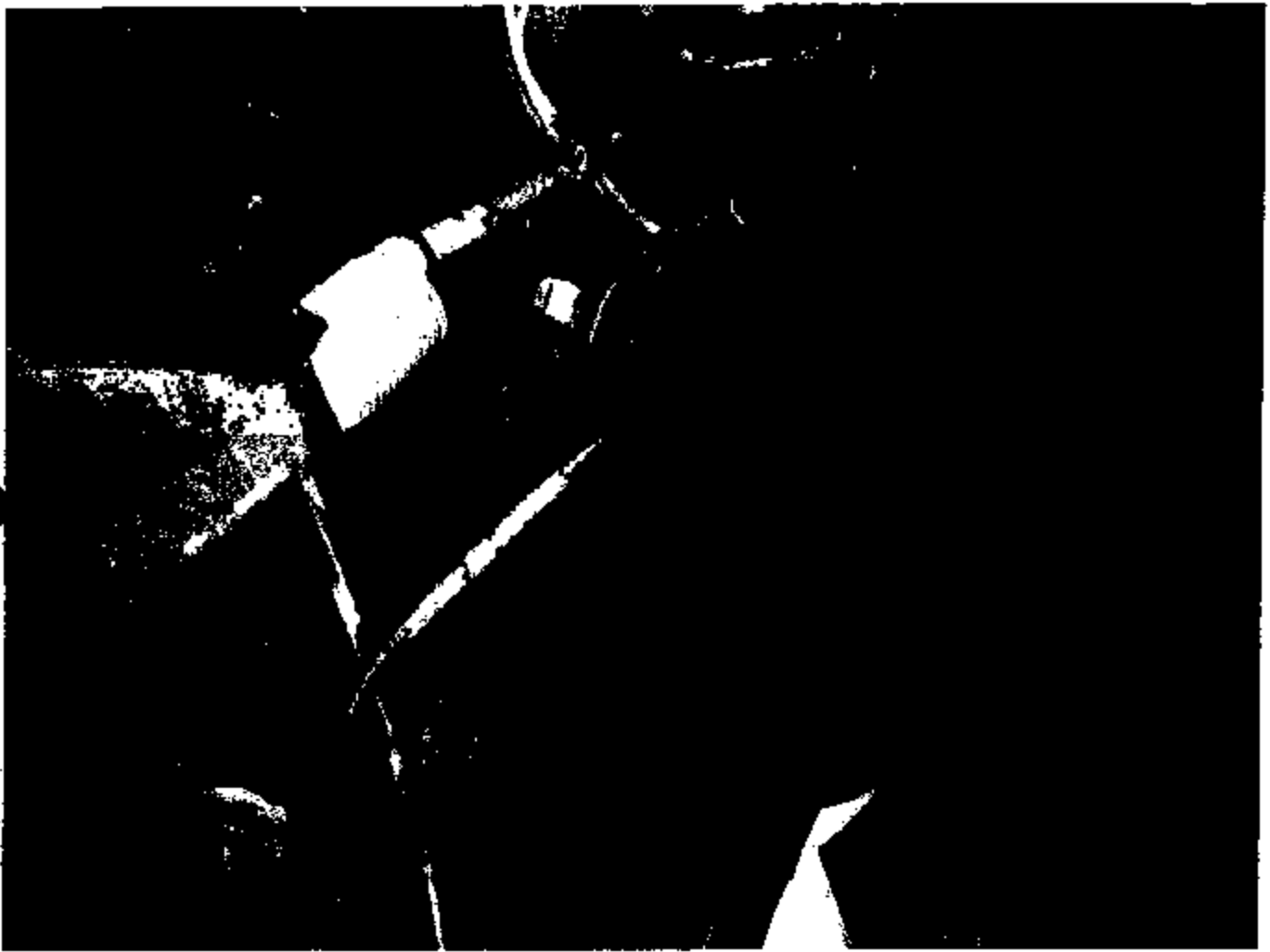
2000 FORD EXPEDITION XLT 4 DR WAGON

CD LOG NO 167 -2

CLAIM # [REDACTED]

SUPPLEMENT S2

SUMMARY	NET TOTAL	DATE	TIME	APPRAISER
SUPP 1	1,519.97	01-04-05	2:00 PM	JIM LEPLEY
SUPP 2	3,141.70	02-02-05	10:47 AM	JIM LEPLEY



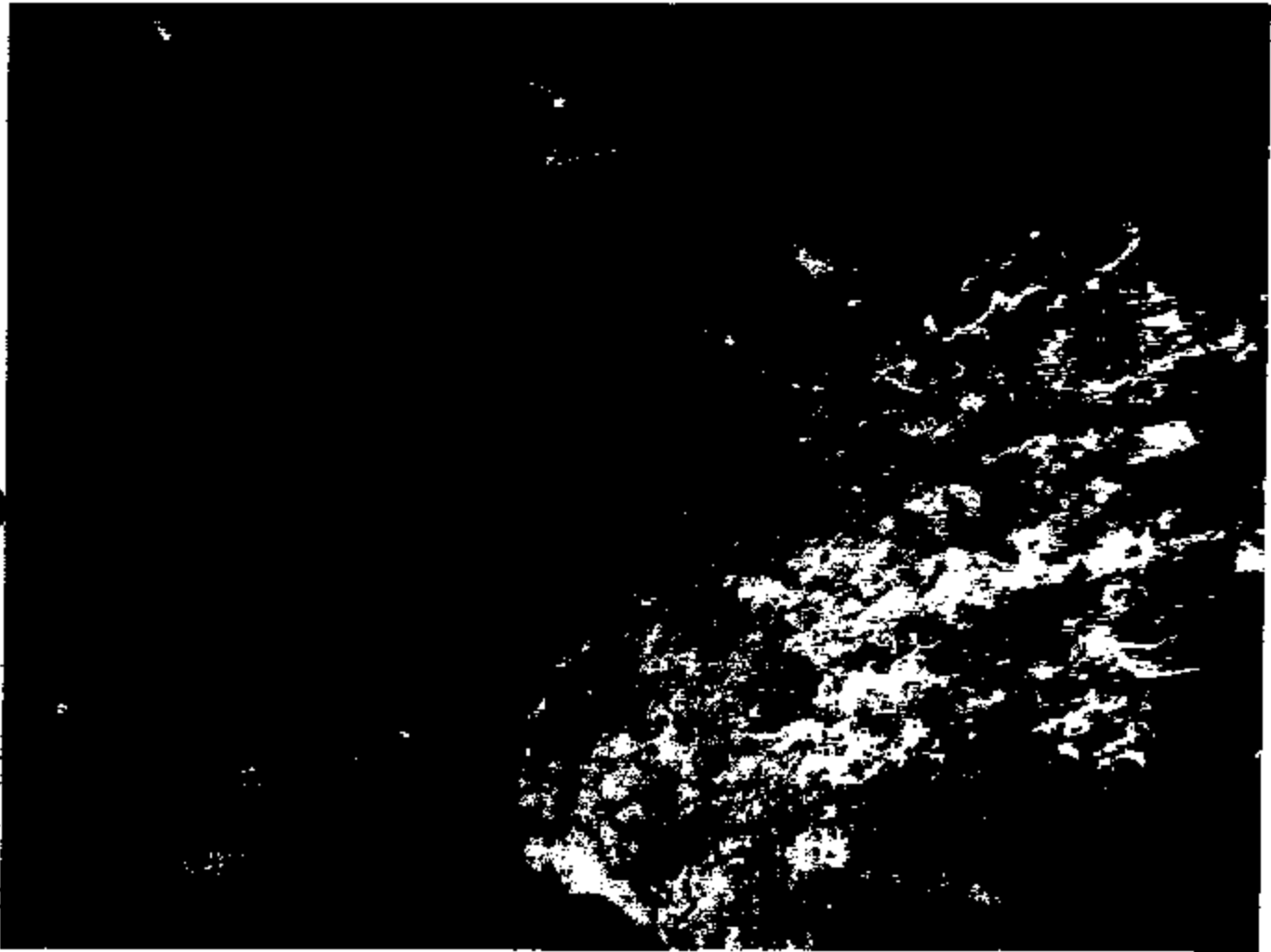
FD-35-633-6208



PE85-833-8287



FE05-033-0208



PER5-033-0288



FE05-033-0210



FE05-033-0211



State Farm Insurance Companies



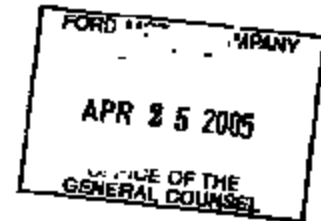
APR 22 2005

April 18, 2005

State Farm Insurance
Subrogation Services
PO Box 2371
Bloomington, IL 61702-2371

Ford Motor Co
3 Parklane Towers/ Ste 400
Dearborn,
Mi, 481262568

RE: Claim Number: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: August 19, 2004
Vehicle: 2000, Ford, Expedition
VIN: 1FMRU17L1Y [REDACTED]
Your File Number: none
Amount State Farm Paid: \$473.75



Dear Sir/Ms:

The above vehicle was involved in a loss due to seal failure of the windshield. We settled a claim with our insured in the amount listed above. Our investigation indicates the cause of the loss was due to Failure of OEM windshield seal causing water leak.. This letter is notice of our claim for reimbursement.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Please remit payment of this claim, or contact us to discuss settlement. We are enclosing a return envelope for your payment.

Thank you for your cooperation.

Sincerely,

Page 2
April 18, 2005

B. Edens

Barbara Edens
Claim Representative
(877) 457-8276, Team 60
State Farm Mutual Automobile Insurance Company

Enclosures

PS: Enclosed find color photos, estimate for replaced windshield
and replaced fuse box.







FE05-033-0216



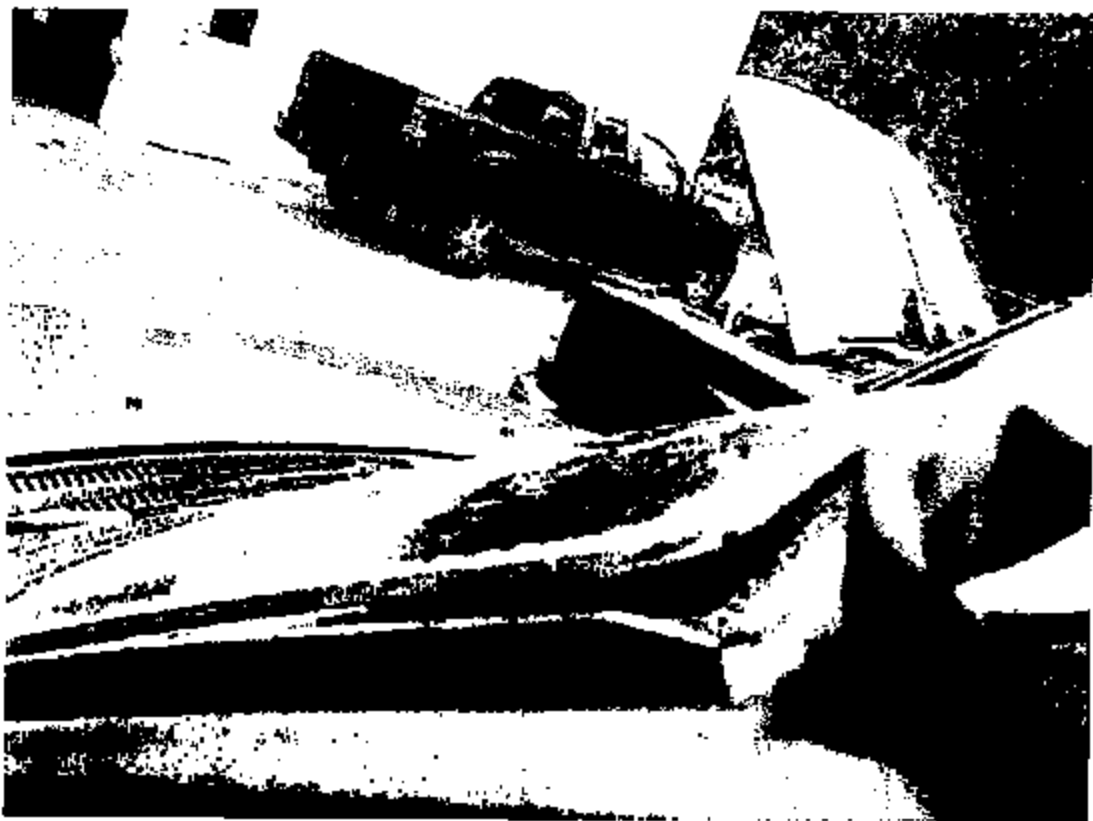
FE05-033-0217



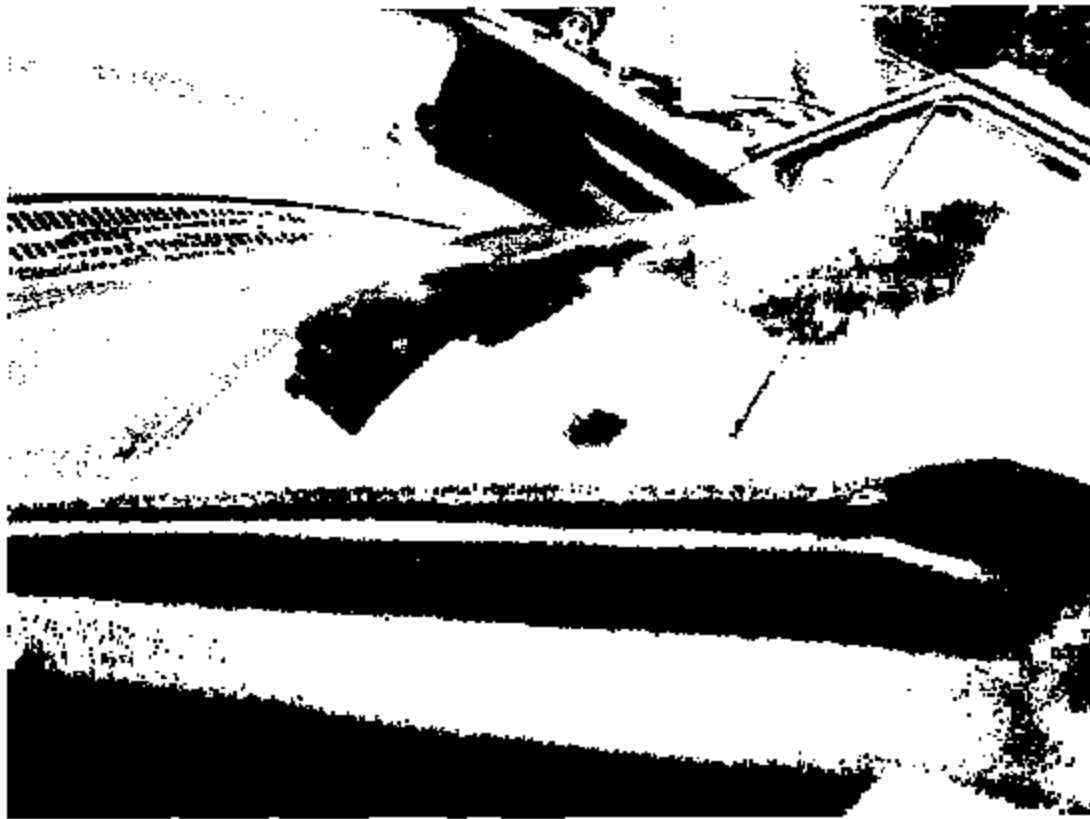
PE05-033-0218



FE05-033-0219



FE05-833-8228



FE85-833-8221



FE05-033-0222



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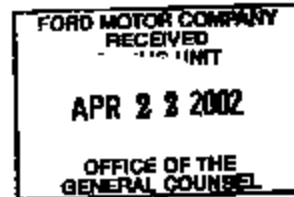
State Farm Insurance Companies



April 15, 2002

Auto Subrogation Unit
P.O. Box 1930
Morse, Louisiana 71211-1930
1-888-242-6478
Fax 1-318-410-7333

Ford Motor Company
Manager Product Claims Dept.
Mr. Howard E Keys
Parklane Tower West
3 Parklane Blvd, Suite 400
Dearborn, MI 48126



RE: Claim Number: [REDACTED]
Date of Loss: January 15, 2002
Our Insured: [REDACTED]

Dear Mr. Keys:

This State Farm insured's vehicle, 2000 Ford Expedition VIN 1FMRU1566Y1 [REDACTED] was involved in a loss due to manufacturer defect. We settled a claim with our insured in the amount of \$291.45, which includes our insured's deductible.

Our investigation revealed the cause of the loss was due to the following: faulty windshield installation causing water to leak into the vehicle.

Enclosed is the documentation of State Farm's claim. We are holding the vehicle until we have concluded our claim with your company. You may contact me at the phone number below to make arrangements to inspect the vehicle.

Please consider this letter as our demand to Ford Motor Company for reimbursement of \$291.45.

-BO
- 4/15/02
- '00 Expd.
- VIN
- \$292.-

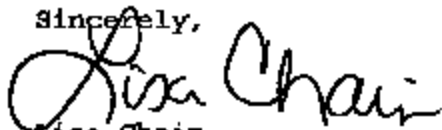
HOME OFFICES: BLOOMINGTON, ILLINOIS 61710-6001

PE05-033-0223

Page 2
April 15, 2002

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Lisa Chain
Claim Specialist
(800) 448-4525

State Farm Fire and Casualty Company

PE85-833-8224



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FB Farm Bureau
Family of Financial Services

1250 S. Allante Ave. • Boise, Idaho • 83709-1675

Phone: (208) 322-8060 • Fax: (208) 322-1774

CONSUMER AFFAIRS
SECTION

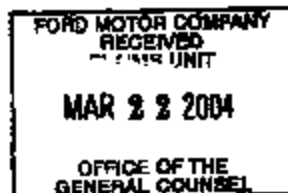
March 12, 2004

Ford Motor Company-Consumer Affairs
Attn: Shawn Norton
P.O. Box 648
MD-3NE-B
Dearborn, MI 48126

4 MAR 19 AM 1:20

RECEIVED MAR 23 2004

Re: Our Insured [REDACTED]
Claim Number: [REDACTED]
Date of Loss: December 4, 2003



Dear Mr. Norton,

As a result of the above captioned accident we have paid our insured, including the deductible, \$1043.09 due to a failed windshield seal and subsequent water damage. Our investigation indicates you are legally liable for these damages.

We look to you for full reimbursement of the \$1043.09. Please contact me at 800-574-9845 to make arrangements for repayment.

Your cooperation in resolving this matter will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Durfee".

Kevin Durfee
Claims Representative

ksd



Office of the General Counsel

PREMILED & CONFIDENTIAL

Ford Motor Company
Parklane Towers West
Suite 300
Three Parklane Boulevard
Dearborn, Michigan 48124-2454

February 13, 2004

Farm Bureau Family of Financial Services
1250 S. Atlantic Ave.
Boise, Idaho 83706-1676
ATTENTION: KEVIN DURFEE

300

RE: Claimant: [REDACTED]
Your Claim #: [REDACTED]
DOL: 12-04-2083

Dear Mr. Durfee:

We acknowledge your recently submitted subrogation claim. In order to assist us in evaluating your claim, we request that you provide us with the following information: (Please note that the information requested is in regard to the Ford manufactured vehicle.)

- 1. Attach your insured's statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- 2. A copy of the police and/or fire report.
- 3. Original color photographs of the vehicle's collision/fire damage & the alleged defective parts, from several different angles.
- 4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and foot area.
- 5. Original color photographs of the accident / fire scene from several different angles.
- 6. Attach a copy of your expert's report and the expert's original photographs.
- 7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
- 8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes.

Please answer the following in the space provided. If you need additional space, please use the back of the form:

- 9. What was the city and state of occurrence: Shelton, Washington
- 10. The 17 digit vehicle identification number: 1FMPU18L61U [REDACTED]
- 11. What was the mileage at time of occurrence: 45,000
- 12. What is the alleged defect: Failed windshield seal.
- 13. Has the alleged defective part been repaired or replaced? (circle one) Yes or No

02/02/04 09:17 AM 7028_703

FORD-033-0228

14. What is the current location of the vehicle? Shelton, Washington
15. List all after market additions or modifications that were made to the vehicle:
None
16. Was the engine running? (circle one) Yes or No
17. Were the keys in the ignition? (circle one) Yes or No
18. Was this vehicle purchased new or used? Used.
If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: Purchased from Hertz Car Sale in Nampa Idaho. It had 20,000 Miles on it.

Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that all necessary steps should be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Sincerely,



Sheron L. Norton
Claims Analyst /
Litigation Assistant



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All Action Details for Issue

Print

VIN: 1FMRU16W5 [REDACTED] Year: 2001 Model: EXPEDITION Case: 418660343
 Name: [REDACTED] Owner Status: Original WSD: 2001-02-28
 Symptom Desc: SEALING WATER LEAKS Primary Phone: 215-423-5437
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone:
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND
 Dealer: 10464 NORTHEAST LINCOLN-MERCURY Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK
 Odometer: 10913 MI Comm Type: FAX
 Analyst Name: CHERIE LEICH Analyst: CLEICH
 Action Date: 02/03/2003 Action Time: 11.38.16.373 Action Date: Yes

Comments *****ATTORNEY DEMAND***** FAX RECEIVED 2-2-03 ATTORNEY ALLEGES
 CLIENT'S VEHICLE HAS BEEN SERVICED FOR CHRONIC LEAKING AND ELECTRICAL CONCERNS. ATTORNEY
 DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KIMMEL & SILVERMAN
ATTORNEY NAME	ROBERT M. SILVERMAN
ATTORNEY PHONE NUMBER	2155408858

Action: MAKE OUTBOUND CALL TO ATTORNEY
 Dealer: 10464 NORTHEAST LINCOLN-MERCURY Origin Desc: CONSUMER AFFAIRS - LITIGATION
 Odometer: 10913 MI Comm Type: OTHER PREVENTION
 Analyst Name: CATHERINA Analyst: CPAPALIA
 PAPANIA
 Action Date: 02/03/2003 Action Time: 15.31.25.284 Action Date: Yes

Comments KIMMEL & SILVERMAN

Data Element Name	Data Value
CONTACT PERSON	NONE

Action: DENY ASSISTANCE - NO FORD PRODUCT DEFECT FOUND
 Dealer: 10464 NORTHEAST LINCOLN-MERCURY Origin Desc: CONSUMER AFFAIRS - LITIGATION
 Odometer: 10913 MI Comm Type: FAX PREVENTION
 Analyst Name: CATHERINA Analyst: CPAPALIA
 PAPANIA
 Action Date: 03/31/2003 Action Time: 10.61.31.951 Action Date: No

Comments LPA REVIEWED AND DUE TO THE PREVIOUS REPAIR HISTORY FORD HAS DENIED CUSTOMER'S
 REQUEST TO HAVE THE VEHICLE BOUGHT BACK. LPA SENT DENIAL LETTER TO CUSTOMER'S ATTORNEY.
 NFA

...:15%20AM&ISSUE_UPDATE_ID_C=CPAPALIA&USER_ID_C=CPAPALIA&STATUS_S3/31/03

FE80-833-8228

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

ATTORNEY FOR PLAINTIFF

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

Philadelphia, Pennsylvania

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: 1908

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

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

BACKGROUND

3. On or about February 28, 2001, Plaintiff leased a new 2001 Ford Expedition, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMRU16W61 [REDACTED]

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

5. The lease 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 \$17,953.76. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

16. On or about February 28, 2001, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. The first documented warranty repair attempt is believed to have occurred on or before October 22, 2001, when the vehicle odometer showed 3,733 miles. On that date, repair attempts

were made to the abnormal noise in rear suspension over bumps, squeak in overhead console, bang in left front window and defective horn. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

25. The second documented warranty repair attempt is believed to have occurred on or before October 25, 2001, when the vehicle odometer showed 3,734 miles. On that date, repair attempts were made to the defective horn. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

26. The third documented warranty repair attempt is believed to have occurred on or before October 08, 2002, when the vehicle odometer showed 10,233 miles. On that date, repair attempts were made to the defective radio and abnormal noise in left front window. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

27. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "E".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (ETC) WARRANTY IMPROVEMENT ACT

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

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

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

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

37. 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.

38. 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.

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

40. 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.

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

42. 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.

43. 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.

44. 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.

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

49. 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."

50. 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.

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

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

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

53. 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.

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff





AMERICAN FAMILY INSURANCE GROUP

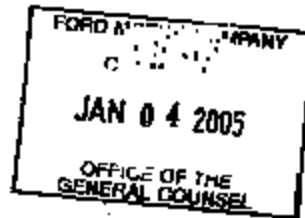
4301 NORTH STERLING SUITE 300 • PEORIA IL 61615 • PHONE: 309-688-0622; FAX: 309-688-9718
Mailing Address: PO BOX 3120 • PEORIA IL 61612-3120

December 21, 2004

RECEIVED

JAN 04 2005

FORD MOTOR COMPANY
CUSTOMER AFFAIRS MD-3NEB
P.O. BOX 6248
DEARBORN, MI 48126



RE: Our Insured: [REDACTED]
Vehicle: VIN # 1FMPU16L1[REDACTED] / 2001 FORD EXPEDITION XLT
Our Claim Number: 00-521-160187-0322
Date of Loss: November 29, 2004

Dear Claims:

The purpose of this letter is to inform you that we have issued payment to our insured [REDACTED] for damages to his vehicle. We are looking to you for reimbursement, because we feel the damages were caused by a factory problem. Water was leaking in under the dash area and caused electrical components to short out. We have been called upon to make payment under our insured's comprehensive coverage in the amount of \$748.76. Such reimbursement should take into consideration the total amount of the loss, including our insured's interest. This amount does include the deductible of \$250.

Our supporting papers are attached for your review. Please issue your draft to us for \$748.76 in payment of this incurred claim expense.

If you should have any questions regarding to this claim, please call. Thank you.

Sincerely,

AMERICAN FAMILY INSURANCE GROUP

Chris Frank

Chris Frank
Casualty Claim Analyst
309-688-0853 ext. 43774
800-374-1111 ext. 43774
cfrank@amfam.com
cf

Enc. Copy of Estimate & Proof of Payment

cc. Randal Repp

CONSUMER AFFAIRS SECTION
DEC 30 12:22

Date: 12/13/2004 03:30 PM
 Estimate ID: 0052160167-0
 Estimate Version: 0
 Submitted
 Profile ID: 0052160167

Damage Assessed By: RICHARD MICHALSKI Approved For: CHRISTINE FRANK KEY 43774

Condition Code: Good Type of Loss: Other
 Date of Loss: 11/29/2004
 Contact Date: 12/13/2004
 Agency: [REDACTED] Claim Number: [REDACTED]
 Policy No: [REDACTED]

Insured: [REDACTED]
 Address: [REDACTED] BARRINGTON, IL [REDACTED]
 Telephone: [REDACTED] Home Phone: [REDACTED]
 Mitchell Service: 91623

Description: 2001 Ford Expedition XLT
 Body Style: 4D TR Drive Train: 3.4L InJ I Cyl 4WD
 VIN: 1FMFU1611LMB6687 Elected: 484 9302 IL
 Mileage: 64,920 Search Code: BARRINGTON
 OSM/ALT: A
 Color: gold
 Options: Alloy/Walley Wheels, Air Conditioning, Power Steering, Power Windows, Power Door Locks, Cruise Control, Automatic Transmission, AM-FM Stereo/CD/Playe(Single), Sunroof-Panor, Air Bag, Power Remote Mirror, 4-Door, Driver-Front Air Bag.

CONTACT RICK MICHALSKI AT 530-414-0525 FOR ANY REPLACEMENT TO THIS ESTIMATE. SUPPLIERS/EST MUST HAVE PRIOR APPROVAL.

Line	Entry	Labor	Part Type/ Part Number	Description	Dollar Amount	Units
1	504500	REMOV/REPLACE	NEW	REAR HUBBLES	232.76*	0.0 *
2	504500	REMOV/REPLACE	NEW	JUNCTION BOX	128.07*	0.0 *
3	500580	REMOV/REPLACE	NEW	TRUCK FLOOR SPOILER	48.48*	0.0 *
4	500580	REMOV/REPLACE	EXISTING	REPLACE ELECTRICAL COMPONENTS		4.0 *
5				FOR DIAG/TRUCK ELECTRICAL WYER DAMAGE		
6				SEE ESTIMATE WORKS SECTION		

* - Judgment Item

ESTIMATE SERIAL NUMBER: 12/13/2004 14:30:26 0052160167-0

Mitchell Data Version: NOV_04_B
 Ultratec Version: 5.0.027
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Page 1 of 4

PE05-030-0239

12/20/2004 Chris Frank

Date: 12/13/2004 03:30 PM
Estimate ID: 00521160187-0
Estimate Version: 0
Combined
Profile ID: CUSTOMER

Remarks

INSPECTION BY ROOF-WATER LEAK PRESENT TO & UNDER EACH AREA. EXPOSED
BLOCK, TRASH BIN/NO COVERAGE FOR FOUR WINDSHIELD LEAK THAT
WAS NOT ADVISED IN THE CASE OF WATER DAMAGE FOR EITHER BEHOLDERS OF
WINDSHIELD OR COVERAGE FOR WINDSHIELD IF DAMAGE IS A RESULT OF HAIL TO
BEHOLDERS. SEE CHECKING FRAME TO REVIEW FILE W/ONLINE WORK AS AND OR INFO
FOR ONGOING WATER LEAK AND ELECTRICAL PROBLEMS, MY SEARCH TO BE FROM
ONE ACCIDENT OR INCIDENT OF ACCIDENTAL.

Prior Damage

NO/NOT NOTED.

ESTIMATE SERIAL NUMBER: 12/13/2004 15:30:26 00521160187-0

Mitchell Data Version: NOV_04_0
UltraData Version: 3.3.027

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Page 2 of 4

PERM-033-0240

12/20/2004 Chris Frank

Date: 12/13/2004 03:39 PM
 Estimate ID: 00521160187-0
 Estimate Version: 0
 Committed
 Profile ID: CUSTOMER

I. Labor Subtotals	Units	Rate	Adj'd Labor Amount	Sublet Amount	Total	II. Part Replacement Summary	Amount
Mechanical	4.0	\$1.78	0.00	0.00	119.12	Taxable Parts	189.11
Variable Labor					199.12	Sales Tax @ 5.250%	24.11
Labor Summary	4.0				119.12	Total Replacement Parts Amount	413.64
III. Additional Costs					Amount	IV. Adjustments	Amount
Total Additional Costs					0.00	Insurance Deductible	150.00-
						Customer Responsibility	250.00-
						I. Total Labor:	119.12
						II. Total Replacement Parts:	413.64
						III. Total Additional Costs:	0.00
						Gross Total:	748.76
						IV. Total Adjustments:	250.00-
						Net Total:	498.76

Point(s) of Interest
 15 NON-COLLISION (P)

Inspection Site: greenway ford/ non drive/
 Address: rt 5
 rt 6
 moynis, IL
 Inspection Date: 12/13/2004

Body Shop: SHREVEWAY FORD
 Address: 208 SHREVEWAY
 MOYNIS, IL 60440
 Telephone: (815) 942-1400
 Fax phone: (815) 942-1200
 State Lic. No: 38-2037883-RTW

ESTIMATE SHEET NUMBER: 12/13/2004 15:10:25 00521160187-0

Mitchell Data Vendor: MVR_04_0
 Mitchell Data Version: 5.0.027

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Page 1 of 4

PEMS-033-0241

Date: 12/13/2004 03:30 PM
Estimate ID: 00521160187-0
Estimate Version: 0
Committed
Profile ID: CUSTOMER

I AM A REPRESENTATIVE OF THIS REPAIR FACILITY THAT WILL BE REPAIRING THE VEHICLE. I HAVE READ THIS ESTIMATE AND AGREE TO REPAIR THIS VEHICLE IN ACCORDANCE WITH THE METHODOLOGIES AND RATES LISTED.

ESTIMATE SERIAL NUMBER: 12/13/2004 15:39:26 00521160187-0

Mitchell Data Version: NOV_04_B
Ultimate Version: 5.0.027

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Page 4 of 4

PE05-000-0242



12/20/2004 Chris Frank

Images



Description : Image 1

Comments : Dec-13-2004 02:57p GEM MODULE
WATER LOGGED/DMG



Description : Image 2

Comments : Dec-13-2004 02:57p



Description : Image 3

Comments : Dec-13-2004 02:57p WATER
PRESENT ON WIRING HARNESS

Description : Image 4

Comments : Dec-13-2004 02:57p

PIERS-003-0245



PER-033-0244

12/20/2004 Chris Frank



Description : Image 5
Comments : Dec-13-2004 02:57p



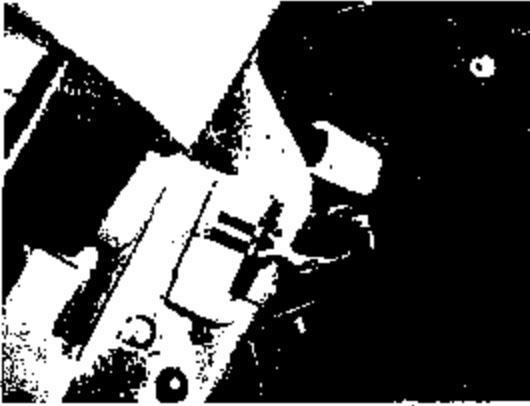
Description : Image 6
Comments : Dec-13-2004 02:57p



Description : Image 7
Comments : Dec-13-2004 02:57p WET FLOOR
BOARD/CARPET

PE03-033-0245

Description : Image 8
Comments : Dec-13-2004 02:57p



PERM-033-0248

12/20/2004 Chris Frank



Description : Image 9
Comments : Dec-13-2004 02:57p



Description : Image 10
Comments : Dec-13-2004 02:57p



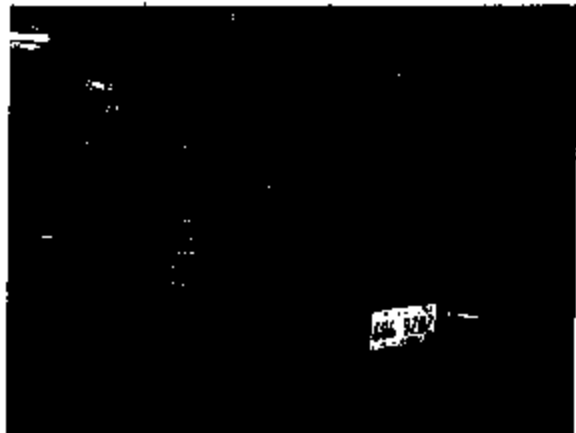
Description : Image 11
Comments : Dec-13-2004 02:57pW/SHLD NO
SIGNS OF CRACK/DMG

PERIS-033-0247

Description : Image 12
Comments : Dec-13-2004 02:57p



12/20/2004 Chris Frank



PE06-033-0210





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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.

██████████
Aston, PA ██████████

v.

FORD MOTOR COMPANY
CO CT Corporation
1515 Market Street, Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

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

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 August 16, 1999, Plaintiff purchased a new 1999 Ford Expedition, manufactured and warranted by Defendant, bearing the Vehicle Identification Number IFMRU1860X ██████████

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 \$24,968.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

16. On or about August 16, 1999, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. The first documented warranty repair attempt is believed to have occurred on or before August 11, 1999, when the vehicle odometer showed 320 miles. On that date, repair attempts

were made to the armrest. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

25. The second documented warranty repair attempt is believed to have occurred on or before August 19, 1999, when the vehicle odometer showed 493 miles. On that date, repair attempts were made to the transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

26. The third documented warranty repair attempt is believed to have occurred on or before October 08, 1999, when the vehicle odometer showed 1,843 miles. On that date, repair attempts were made to the engine, mass air flow sensor, loose passenger side fog light wiring and driver side seatbelt tensioner. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

27. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "E".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

37. 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.

38. 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.

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

40. 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.

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

42. 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.

43. 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.

44. 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.

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

49. 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."

50. 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.

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

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

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

53. 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.

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888



IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

[REDACTED]
Bedford, Ohio [REDACTED]
and
[REDACTED]
Bedford, Ohio [REDACTED]
Plaintiffs
vs.
FORD MOTOR COMPANY
c/o CT Corporation System
1300 E. 9th Street, Suite 1010
Cleveland, Ohio 44114
Defendant.

Case No:

Judge **410309**

09b JOSE A. VILLANUEVA

COMPLAINT

(Jury Demand Endorsed Hereon)

Now comes Plaintiff, [REDACTED] by and through undersigned counsel
and state as follows:

BACKGROUND

1. Plaintiff, [REDACTED] (hereinafter collectively referred to as "Plaintiff"), are adult individual citizens and legal residents of the State of Ohio, residing [REDACTED] Bedford, Ohio [REDACTED]
2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 1300 E. 9th Street, Suite 1010, Cleveland, Ohio 44114.

3. On or about October 26, 1998 Plaintiff leased a 1999 Ford Expedition, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMRU1866X [REDACTED] (hereinafter the "vehicle").
4. The vehicle was leased in the State of Ohio and is registered in Ohio.
5. The price of payments are \$322.11 per month for a period of 60 months totaling \$19,326.00
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff several written warranties, including a three (3) year or thirty-six-thousand (36,000) mile "Bumper-to-Bumper" warranty, as well as other warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
OHIO LEMON LAW

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

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

WHEREFORE, Plaintiff respectfully demands:

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

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

19. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
20. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
21. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).
22. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).
23. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6).
24. Plaintiff purchased a "service contract" as defined by 15 U.S.C. §2301(8).
25. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
26. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310 (e).
27. Section 15 U.S.C. §2310 (d) (1) provides:

Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....

28. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.
29. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.
30. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

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

COUNT III
OHIO UNIFORM COMMERCIAL CODE

31. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
32. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

- a. Express Warranty
- b. Implied Warranty of Merchantability; and
- c. Implied Warranty of Fitness for a Particular Purpose.

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

WHEREFORE, Plaintiff respectfully demands:

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

COUNT IV
IMPLIED WARRANTY IN TORT

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

WHEREFORE, Plaintiff respectfully demands:

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

COUNT V
OHIO CONSUMER SALES PRACTICES ACT

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

UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY

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

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

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

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

**ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE
BY ATTORNEY GENERAL RULES**

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

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

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

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

**ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE
BY OHIO COURTS**

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

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

62. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in [REDACTED] No. 8897 (Muni, Franklin 1979); [REDACTED] 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.
63. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in [REDACTED] 2 N.E.2d 380 (CP Hamilton 1974); [REDACTED] Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and [REDACTED] No. 8897 (Muni, Franklin 1979).


64. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in [REDACTED] 22 N.E.2d 380 (CP, Hamilton 1974).
65. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in [REDACTED] No. 91-CV-55 (CP, Meigs 1991) and [REDACTED] v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).
66. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

WHEREFORE, Plaintiff respectfully demands:

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

Respectfully submitted,

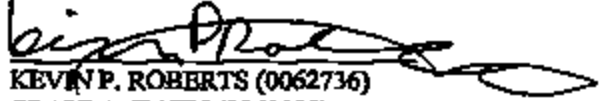
KAHN & ASSOCIATES


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JURY TRIAL

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

KAHN & ASSOCIATES



KEVIN P. ROBERTS (0062736)

CRAIG A. KAHN (0063988)

Attorneys for Plaintiff