INFORMATION REDACTED PURSUANT TOTHE FREEDOM
OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

PE07-057

FORD

2-4-2008

APPENDIX F

Lawsuits_Claims_Production



LAW OFFICES OF WILLIAM R. McGEE
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Attorneys for Plaintiff

FILED
FRESNO COUNTY SUPERIOR COURT
APR 12 2006
By: _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY, and DOES 1 through 10, inclusive,

Defendants.

Case No. 06 CE CG 01137 DSB

COMPLAINT FOR RESTITUTION AND DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

This case has been assigned to Judge Donald S. Black for all purposes

Plaintiff, [redacted], alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of Fresno.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiff at this time and therefore plaintiff sues those defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times mentioned in this complaint within the course and scope of their respective authority and

with the full knowledge and consent of the other defendants. Furthermore, plaintiff is informed and believes and thereon alleges that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about December 22, 2004, plaintiff purchased a 2005 Ford F-250 Super Duty Truck, Vehicle Identification Number: 1FTSW21P05E[redacted]

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes a "New motor vehicle."

6. Plaintiff is a "buyer" of consumer goods under the Act.

7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

8. Defendant FORD MOTOR COMPANY provided plaintiff with an "express warranty" under the Act.

9. The sale of the aforementioned vehicle to plaintiff was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to plaintiff was also accompanied by defendant FORD MOTOR COMPANY's implied warranty of fitness.

10. The subject vehicle suffers from serious defects and non-conformities to warranty which involve the repeated failure of the suspension system. The foregoing defects and non-conformities to warranty manifested themselves within the applicable express warranty period.

11. Plaintiff delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned non-conformities on numerous occasions.

12. Defendant has been unable and/or has refused to conform plaintiff's vehicle to the applicable express and implied warranties under the Act after a reasonable number

of attempts. Furthermore, the aforementioned non-conformities substantially impair the use, value and/or safety of the subject vehicle to plaintiff.

13. Notwithstanding plaintiff's entitlement, defendant has failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiff prior to discovery of the non-conformities.

17. Plaintiff is entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

WHEREFORE, plaintiff prays for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;

2. For actual compensatory and general damages according to proof at time of trial;

3. That such actual, compensatory and general damages be doubled and awarded to plaintiff as a civil penalty;

4. Prejudgment interest from date of rescission;

5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: April 11, 2006

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiff

By: [redacted]
DEBORAH L. HOROWITZ

All Action Details for Issue

Print

VIN: 1FTSW21P05E[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:**[redacted]
Nam[redacted] **Owner Status:** Original **WSD:** 2004-12-22
Symptom Desc: SUSPENSION RIDE QUALITY **Primary Phone:**[redacted]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST **Secondary Phone:**[redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 08/18/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** US CONCERN CASE BASE
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: ADAMSON KEISHA **Analyst:** KADAMSO2
Action Date: 08/11/2005 **Action Time:** 12.44.23.229 **Action Data:** No

Comments CUSTOMER SAID: CUST STATE THAT HE SEND A CERTIFED LETTER TO FOR 2 WEEKS AGO,CUST HAVING FRONT END CONCERN,THE VEH WILL JUMP WHEN DRIVING WEST SIDE FORD HAD THE VEH FOR 6 VIST, THE BUSHING WAS REPLACE A LIFT KIT WAS INSTALLED ON THE VEH,,THE PROBLEM WAS STILL THERE ,, DIFFERENT FRONT END SHOP LOOK AT THE VEH THE VEH WAS THEN TAKEN TO ANOTHER DLR FUTURE FORD , THE STABLIZER SHOCK WAS REPLACE AND THE PROBLEM WAS CORRECTED 1 WEEK LATER THE THE PROBLEM RETURN,,THE VEH WAS TAKEN BACK TO THE DLR WAS TOLD THAT THE BUSHING WAS LEAKING THE VEH IS WITH THE CUST NOW NOT IN THE DLRSHIPTHE LAST VIST WAS 3 WEEKS AGO CUST STATE THAT THE VEH WAS IN THE DLR FOR 39 DAYS,,FEEL THE VEH IS A LEMON IT CANNOT BE REPAIRED WANT THE FILE THE LEMON LAW ON THE VEH .. WANT THE VEH REPLACE ..DEALER SAID: FUTURE FORD OF CLOVIS920 WEST SHAW AVENUECLOVIS, CA 93612CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND REQUEST FOR A VEHICLE REPLACEMENT. A COPY OF THIS DOCUMENTATION WILL BE SENT TO YOUR DEALERSHIP FOR FURTHER EVALUATION ON THE REPAIR ISSUE. FORD 'S POLICY IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY. THE PERSON TO SPEAK WITH IS THE CRM\SM AT YOUR DLR. THEY ARE IN THE BEST POSITION TO EXPLAIN WHAT IS AVAILABLE, WHAT CAN OR CANNOT BE DONE AND IF THERE IS ANY APPLICABLE WARRANTY COVERAGE. YOU WILL BE CONTACTED IN REGARDS TO POSSIBLE NEXT STEPS ONCE THEY HAVE COMPLETED REVIEWING THIS SITUATION. *** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING.OBC TO THE DLR THE S.M WAS NOT AVAILABLE,, LEFT A MESSAGE FOR THE S.M TO CALL ME BACK ON THE CUST ISSUE ALSO LEFT GIVE A HEADS UP THAT THE CUST WANT THE LEMON LAW THE VEH,,

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: FRASER, SABRE **Analyst:** SFRASE10
Action Date: 08/12/2005 **Action Time:** 19.49.01.160 **Action Data:** No

Comments -DIESEL- SABRE EXT 3771 IS HANDLING ISSUE AND NO FURTHER FOLLOW-UP NEEDED BY CRC-OBC TO CUST AND LEFT A MESSAGE FOR[redacted]INFORMED CUST OF MY NAME AND THAT I WAS CALLING REGARDING HIS CALL INTO THE CRC THAT WAS ESCALATED TO MY DEPARTMENT-INFORMED CUST I WOULD LIKE THE OPPORTUNITY TO SPEAK FURTHER ON THE ISSUE AND ASKED THE CUST TO PLEASE CONTACT ME AT HIS EARLIEST CONVENIENCE-PRT CONTACT INFO PROVIDED.-INFORMED CUST I WILL FOLLOW-UP ON MON/AUG/15 BY 8 PM EST.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: FRASER, SABRE **Analyst:** SFRASE10
Action Date: 08/18/2005 **Action Time:** 12.28.41.445 **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST AND LEFT A MESSAGE FOR[redacted]-INFORMED CUST

OF MY NAME AND THAT I WAS CALLING REGARDING HIS CALL INTO THE CRC THAT WAS ESCALATED TO MY DEPARTMENT-INFORMED CUST I WOULD LIKE THE OPPORTUNITY TO SPEAK FURTHER ON THE ISSUE AND ASKED THE CUST TO PLEASE CONTACT ME AT HIS EARLIEST CONVENIENCE-PRT CONTACT INFO PROVIDED.

Action: DOCUMENT INFORMATION AND CLOSE CONTACT
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI **Comm Type:** OTHER
Analyst Name: ANDREA HOWARD (AHOWARD5) **Analyst:** AHOWARD5
Action Date: 08/18/2005 **Action Time:** 12.48.39.634 **Action Data:** No

Comments VEHICLE HAS LIFT KIT MODIFICATIONS AND DEALER DID NOT DO ANY REPAIRS ON LAST VISIT. VEHICLE IS NOT ELIGIBLE FOR REPLACEMENT.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: FRASER, SABRE **Analyst:** SFRASE10
Action Date: 08/18/2005 **Action Time:** 15.33.52.054 **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST RETURNING MESSAGE AND TALKED WITH [redacted] DIRECTLY-CUST CURRENTLY HAS THE VEH AND THERE IS A HOBBLE IN THE FRONT END WHEN THE VEH HITS A BUMP AND THE STEERING WHEEL JUMPS TO THE LEFT-CUST INFORMED ME THE KIT IS NO LONGER ON THE VEH-PRT ADVISED CUST I HAVE BEEN ABLE TO FULLY REVIEW THE ISSUE -THE CUST WANTS ANOTHER TRUCK-INFORMED CUST THE CONCERNS WERE DETERMINED TO BE FROM THE MODIFICATIONS REGARDING THE LIFT KIT THAT WAS ON THE VEH-PRT INFORMED CUST FORD WOULD NOT BE FACILITATING A REPLACEMENT OF THE VEH BUT IS VERY COMMITTED TO THE REPAIR OF THE VEH UNDER THE PROVISIONS OF THE MANUFACTURES WARRANTY-INFORMED CUST THE NEXT STEP WOULD BE TO TAKE THE VEH INTO THE DEALERSHIP REGARDING THE CURRENT CONCERN AND I AM HAPPY TO WORK WITH HIM FURTHER -THE CUST INFORMED ME HE WOULD TAKE THE VEH INTO FUTURE FORD

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: FRASER, SABRE **Analyst:** SFRASE10
Action Date: 08/22/2005 **Action Time:** 15.08.17.093 **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST RETURNING MESSAGE AND TALKED WITH [redacted] DIRECTLY-CUST INFORMED ME THE TRUCK IS CURRENTLY AT FUTURE FORD OF CLOVIS -CUST INFORMED ME THE (SA) SEAN INFORMED HIM THEY DETERMINED THE PROBLEM IS THE STEERING BOX-THE CUST WANTS IT IN WRITING ABOUT OUR CONVERSATION AND THAT FORD IS DENYING ANY LEMON LAW CLAIM-PRT ADVISED CUST THERE WOULD NOT BE ANYTHING I COULD NOT PROVIDE IN WRITING-PRT INFORMED CUST THE WARRANTY AND POLICY GUIDE DOES INDICATE ANY MODIFICATIONS TO THE VEH CAN POTENTIALLY VOIDED THE WARRANTY-ADVISED CUST FORD WOULD NOT BE REPLACING VEH AT THIS TIME

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: FRASER, SABRE **Analyst:** SFRASE10
Action Date: 09/01/2005 **Action Time:** 16.16.00.375 **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST AND TALKED WITH [redacted] DIRECTLY-CUST CURRENTLY HAS THE VEH AT THIS TIME AND THE VEH IS AGAIN AVERYTIME THE VEH HITS A BUMP IN THE ROAD THE STEERING WHEEL WILL JUMP LEFT TO RIGHT-THE STEERING WHEEL ALSO JUMPS LEFT TO RIGHT WHEN THE VEH TURNS LEFT-CUST INFORMED ME THE CHECK ENGINE WOULD COME ON AND OFF-THE CUST WANTS THE VEH REPLACED-INFORMED CUST I AM HAPPY TO LOOK INTO THE MATTER FURTHER TO SEE WHAT

FURTHER DIRECTIONS CAN BE TAKEN

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS — **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI — **Comm Type:** PHONE
Analyst Name: FRASER, SABRE — **Analyst:** SFRASE10
Action Date: 09/06/2005 — **Action Time:** 19.12.11.567 — **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST LEFT A MESSAGE FOR [redacted]-PRT ADVISED CUST I HAVE BEEN ABLE TO REVIEW THE MATTER AND WOULD LIKE THE OPPORTUNITY TO SPEAK WITH HIM FURTHER ON THE ISSUE-ASKED CUST TO PLEASE CONTACT ME AT HIS EARLIEST CONVENIENCE-PRT CONTACT INFO PROVIDED.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS — **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI — **Comm Type:** PHONE
Analyst Name: FRASER, SABRE — **Analyst:** SFRASE10
Action Date: 09/07/2005 — **Action Time:** 14.44.56.276 — **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST AND LEFT A MESSAGE FOR [redacted]PRT ADVISED CUST I HAVE BEEN ABLE TO REVIEW THE MATTER AND WOULD LIKE THE OPPORTUNITY TO SPEAK WITH HIM FURTHER ON THE ISSUE AS TO FORDS NEXT STEPS-ASKED CUST TO PLEASE CONTACT ME AT HIS EARLIEST CONVENIENCE

Action: CUSTOMER DOES NOT WISH TO ADDRESS CONCERN AT THIS TIME
Dealer: 07777 FUTURE FORD OF CLOVIS — **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI — **Comm Type:** PHONE
Analyst Name: FRASER, SABRE — **Analyst:** SFRASE10
Action Date: 09/08/2005 — **Action Time:** 13.19.37.658 — **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST AND TALKED WITH [redacted]DIRECTLY-PRT ADVISED CUST I HAVE BEEN ABLE TO REVIEW THE MATTER FURTHER AND THE NEXT STEP FORD WOULD BE TAKING IN THE ISSUE IS TO INVOLVE TECH HOTLINE, WHICH IS A TECHNICALLY ESCALATED RESOURCE IN THE INSPECTION AND REPAIR OF THE VEH-PRT ADVISED CUST I HAVE UPDATED THE (SA) SEAN AT FORD OF CLOVIS ON THE MATTER AND I AM VERY COMMITTED TO WORKING HIM FURTHER IN THE REPAIR OF THE VEH-CUST INFORMED ME HE IS GOING TO TALK WITH WESTSIDE FORD ON THE ISSUE AND LET ME KNOW IF HE IS GOING TO BRING THE VEH BACK IN-CUST HAS NEEDED PRT CONTACT INFO.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07777 FUTURE FORD OF CLOVIS — **Origin Desc:** FIELD ORGANIZATION
Odometer: 17000 MI — **Comm Type:** PHONE
Analyst Name: FRASER, SABRE — **Analyst:** SFRASE10
Action Date: 09/30/2005 — **Action Time:** 12.26.51.151 — **Action Data:** No

Comments -DIESEL- SABRE EXT 3771-OBC TO CUST RETURNING MESSAGE AND TALKED WITH [redacted] DIRECTLY-PRT INFORMED CUST I HAVE COMMUNICATED WITH THE (SM) TRACY AT FUTURE FORD OF CLOVIS AND UNDERSTAND THE RECENT REPAIRS THEY PERFORMED ON THE VEH AND THAT THE HE RETUNED THE VEH AS THE SAME CONCERN HAS COME BACK-THE CUST WANTS THE VEH REPLACED -INFORMED CUST FORD WOULD NOT BE FACILITATING A VEH REPLACEMENT AT THIS POINT IN THIS TIME BUT WE ARE INVOLVING FURTHER ESCALATED STEPS IN THE INSPECTION AND REPAIR OF HIS VEH AND I AM ALSO LOOKING INTO ANY OTHER MEASURES THAT CAN BE TAKEN IN LIGHT OF THE REPEATING CONCERN ONCE WE CAN INSPECT THE VEH FURTHER-CUST INFORMED ME HE NO LONGER WANTS TO WORK WITH THE PRT ON THE ISSUE AND HUNG-UP

Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21P05[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	308046359231
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	72U44	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	08-AUG-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	172443 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	CA
		Buyer St/Prov:	*
Arrival Date:	11-NOV-2004	**Red Carpet Lease:**	*
Sale Date:	22-DEC-2004	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	22-DEC-2004	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	22-DEC-2004	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	4A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	PN3B6 - SCREAMING YELLOW W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	5F710N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000ZH - EBONY	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151V3W - Contitrac TR 125/122S
Driveshaft Code:	D	**Tire Size:**	D3HBM - LT 275/70R18E A/T OWL
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

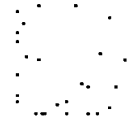
TIRE DOT INFORMATION:

LF:	P5151V3W3004	**RF:**	P5151V3W3004
LR:	P5151V3W3004	**RR:**	P5151V3W3004
LI:	*	**RI:**	*
SPARE:	P5151V3W2304	**DOT Plant Manufacturer:**	P5 -

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAC - DGAAC
ESP Coverage(Miles):	*	**Emission Cert Type:**	2
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MPU
ESP Plan Year:	*	**Engine Family:**	5FMXA060AED
ESP Signature Date:			

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 21-APR-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	08-08-04	22-12-04	172443	USA	0		*	*	*	*	SXX	V00	*	*
AWS Claim Key:	132654	**Doc #:**	085941A		**Trx Code:**		TDE	**Labor Hrs:**		0	**Labor Cost:**		2419.74	**Material Cost:**		0		**Total Cost:**		2419.74			
Dlr Cd-Sub Cd:	12711-*	**Name:**	DIABLO LINCOLN-MERCURY INC				**Ph:**	925-6823150		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	30-OCT-2004		**DIST(Mile):**	5			
Cust Comments:	INTRANSIT REPAIRS																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	08-08-04	22-12-04	172443	USA	0		*	*	*	*	SXX	V00	*	*
AWS Claim Key:	258191	**Doc #:**	08427801		**Trx Code:**		TDE	**Labor Hrs:**		1.6	**Labor Cost:**		123.2	**Material Cost:**		306.24		**Total Cost:**		429.44			
Dlr Cd-Sub Cd:	07916-*	**Name:**	WESTSIDE FORD-LINCOLN-MERCURY				**Ph:**	559-6593951		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	12-NOV-2004		**DIST(Mile):**	10			
Cust Comments:	FRONT BUMPER AND LICENSE BRACKET BENT																						
Tech Comments:	REPLACE FRONT BUMPER AND LICENSE BRACKET. TRANSFER FOG LAMP ASSY																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	08-08-04	22-12-04	172443	USA	0	*	6N01	3C3Z	9929165	BAPTM	S07	V75	B63	02
AWS Claim Key:	188061	**Doc #:**	00479101		**Trx Code:**		1	**Labor Hrs:**		1.6	**Labor Cost:**		123.2	**Material Cost:**		185.59		**Total Cost:**		308.79			
Dlr Cd-Sub Cd:	07916-*	**Name:**	WESTSIDE FORD-LINCOLN-MERCURY				**Ph:**	559-6593951		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	17-NOV-2004		**DIST(Mile):**	5			
Cust Comments:	CUSTOMER STATES LEFT BEDSIDE WHEEL OPENING MOLDING LOOSE & WARPED																						
Tech Comments:	MT29165 TO REPLACE LEFT WHEEL WELL OPENING MOLDING NO SLTS PREP AND PAINT MOULDING.																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	08-08-04	22-12-04	172443	USA	0	*	6A08	*	17626	*	S04	V33	F30	P3
AWS Claim Key:	188062	**Doc #:**	00479102		**Trx Code:**		1	**Labor Hrs:**		1.8	**Labor Cost:**		138.6	**Material Cost:**		51.94		**Total Cost:**		190.54			
Dlr Cd-Sub Cd:	07916-*	**Name:**	WESTSIDE FORD-LINCOLN-MERCURY				**Ph:**	559-6593951		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	17-NOV-2004		**DIST(Mile):**	5			
Cust Comments:	FRONT BUMPER TOP COVER IS LIGHTER COLOR THAN REST OF BODY																						
Tech Comments:	REFINISH FRONT BUMPER TOP COVER																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	08-08-04	22-12-04	172443	USA	5	*	5N01	5C3Z	3E651	CA	S10	V89	N22	42

AWS Claim Key: 952292 **Doc #:** 189986A **Trx Code:** 2 **Labor Hrs:** 1.1 **Labor Cost:** 101.55 **Material Cost:** 27.96 **Total Cost:** 129.51

Dlr Cd-Sub Cd: 07777-* **Name:** FUTURE FORD OF CLOVIS **Ph:** 559-2912581 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**16-MAY-2005 **DIST(Mile):**9327

Cust Comments: VIBRATION FRONT END MIKE JONES

Tech Comments: 9328 STEERING DAMPNER WEAK REPLACED WEAK STEERING DAMPNER CHECK MUCH IMPROVED

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 5 * 5V07 6C3Z 2005 AA S11 V44 L65 42

AWS Claim Key: 952291 **Doc #:** 189986B **Trx Code:** 2 **Labor Hrs:** 1.1 **Labor Cost:** 101.55 **Material Cost:** 171.57 **Total Cost:** 273.12

Dlr Cd-Sub Cd: 07777-* **Name:** FUTURE FORD OF CLOVIS **Ph:** 559-2912581 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**16-MAY-2005 **DIST(Mile):**9327

Cust Comments: OIL LEAK RIGHT FRONT OF ENGINE

Tech Comments: 9328 HYDROBOOST LEAKING BADLY REPLACED LEAKING HYDROBOOST SERVICED, PURGED AIR CHECK NO FURTHER LEAK

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 8 * 5R02 * 3600 * S10 V89 C50 42

AWS Claim Key: 1745009 **Doc #:** 196723A **Trx Code:** E84 **Labor Hrs:** 3.2 **Labor Cost:** 306.05 **Material Cost:** 223.01 **Total Cost:** 529.06

Dlr Cd-Sub Cd: 07777-* **Name:** FUTURE FORD OF CLOVIS **Ph:** 559-2912581 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**18-AUG-2005 **DIST(Mile):**17775

Cust Comments: CUSTOMER STATES STERRING WHEEL NIBBLE ON ROUGH ROAD WANTS TO JUMP TRUCK TO LEFT HARD

Tech Comments: 17780 RD TEST FT END VIB ~~CK FT END TBS 04~~ 26 1 VEH INSPECTION SET AIR PRESSUES 60 PSI CK STEER ING DAMPER WET INSTALLED DAMPER AND LEAKS AS PER TSB RD TEST BETTER STILL VIB WHEN HITS DUMPS FOUND STEERING ADJUSTER TIE ROD END LOOSE AFTER DRIVING AND TRACK BAR BUSHINGS HAVE TOO MUCH MOVEMENT INSTALLED TRACK BAR AND TIE ROD AND ADJUST GEAR BOX ADJUSTED MESH LOAD ADJUSTER SCREW

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 10 * 5G05 * FRONT * S10 V89 N24 W6

AWS Claim Key: 2220064 **Doc #:** 199127A **Trx Code:** P01 **Labor Hrs:** 2.3 **Labor Cost:** 219.98 **Material Cost:** 47.12 **Total Cost:** 267.1

Dlr Cd-Sub Cd: 07777-* **Name:** FUTURE FORD OF CLOVIS **Ph:** 559-2912581 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-SEP-2005 **DIST(Mile):**19521

Cust Comments: CUSTOMER STATES ON BUMPY OR ROUGH ROAD STEERING SHIMMYS BAD HARD TO CONTROL PLEASE CALL HOTLINE

Tech Comments: 19523 CK ALIGNMENT INSTALLED FT CAMBER AND CASTER ADJUSTERS 1 DRGEE BOTH SIDES CASTER LF 5.5 + RF 5.6 + CAMBER 0 LF RF 0 SET CASTER LF 3.5 + RF 3.7 + SET TOE RD TEST OK

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 14 * 2H01 5C3Z 6K682 CA S11 V44 E29 42

AWS Claim Key: 3479968 **Doc #:** 242865A **Trx Code:** S07 **Labor Hrs:** 7.3 **Labor Cost:** 698.14 **Material Cost:** 1099.36 **Total Cost:** 1797.5

Dlr Cd-Sub Cd: 02811-* **Name:** LITHIA FORD OF FRESNO **Ph:** 559-4358400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**31-JAN-2006 **DIST(Mile):**25982

Cust Comments: CUST STATES THAT THE ENGINE LIGHT IS ON AND ON ACCELERATION VEHICLE SPUTTERS CHECK AND ADVISE

Tech Comments: CHECKED AND VERIFIED CHECK ENGINE LIGNT ON PERFORMED DIAG SHEET ATTACHED FOUND ALL TEST OK. EXCEPT VGT TEST FOUND TURBO STICKING SOP DOWN. REPLACED TURBO ASSEMBLY AND RECHECKED CLEARED CODES ALL OK.

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 14 * * * * SXX V00 * *

AWS Claim Key: 3479970 **Doc #:** 242865C **Trx Code:** 05E15 **Labor Hrs:** 1 **Labor Cost:** 95.64 **Material Cost:** 142.28 **Total Cost:** 377.92

Ctry

Dlr Cd-Sub Cd: 02811-* **Name:** LITHIA FORD OF FRESNO **Ph:** 559-4358400 **St:** CA **Cd:** USA **Reg Cd:** NA **Repr Date:**31-JAN-2006 **DIST(Mile):**25982
Cust Comments: PERFORM RECALL ON EXHAUST PRESSURE SENSOR
Tech Comments: PERFORMED 05E15, REPLACED EBP AND CONNECTOR. REPROGRAMMED PCM, TCM, AND FICM.

1FTSW21P05[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 14 * * * * SXX V00 * *
AWS Claim Key: 3479969 **Doc #:** 242865D **Trx Code:** 05B32 **Labor Hrs:** .2 **Labor Cost:** 19.13 **Material Cost:** 0 **Total Cost:** 19.13
Dlr Cd-Sub Cd: 02811-* **Name:** LITHIA FORD OF FRESNO **Ph:** 559-4358400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**31-JAN-2006 **DIST(Mile):**25982
Cust Comments: PERFORM RECALL DE GAS BOTTLE FILL LEVEL LABEL AND FLUISD ADJUSTMENT
Tech Comments: PERFORMED RECALL 05B32, INSTALLED DEGAS BOTTLE DECAL AND RESET COLLANT LEVEL.

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 15 * 1H03 4C3Z 9F452 A S11 V52 D42 42
AWS Claim Key: 3791022 **Doc #:** 244469A **Trx Code:** S07 **Labor Hrs:** 5.4 **Labor Cost:** 516.42 **Material Cost:** 278.37 **Total Cost:** 794.79
Dlr Cd-Sub Cd: 02811-* **Name:** LITHIA FORD OF FRESNO **Ph:** 559-4358400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-FEB-2006 **DIST(Mile):**27096
Cust Comments: CUST STATES THE VEHICLE HAS A LACK OF POWER ON ACCEL SINCE LAST REPAIR REFER TO RO[redacted]
Tech Comments: ...WITHIN SPECS. FOUND EGR VALVE INOP, CLOSED A LL THE TIME. MONTIORED ALL SENSORS, FOUND BARO SENSOR OUT OF SPECS, 1.5 VOLTS. REPLACED BARO A ND EGR VALVE. CLEARED CODES AND RETESTED, OK. R ECOMMEND LONG QC AND RETEST.

1FTSW21P05[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 15 * 5R02 * 3600 * S05 V39 N57 42
AWS Claim Key: 3791023 **Doc #:** 244469B **Trx Code:** E84 **Labor Hrs:** 3.6 **Labor Cost:** 344.3 **Material Cost:** 726 **Total Cost:** 1070.3
Dlr Cd-Sub Cd: 02811-* **Name:** LITHIA FORD OF FRESNO **Ph:** 559-4358400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-FEB-2006 **DIST(Mile):**27096
Cust Comments: CUST STATES THE VEHICLE HAS A SHIMMY IN FRONT END WHEN BUMPS ARE HIT CHECK AND ADVISE
Tech Comments: FOUND STEERING GEAR BOX EXCESSIVE PLAY. REPLACE D STEERING GEAR BOX. ROAD TESTED AND COMPARED T O SIMILAR VEHICLE, OK.

1FTSW21P05E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 08-08-04 22-12-04 172443 USA 15 * 7D07 YR3Z 13466 AD S09 V77 L26 46
AWS Claim Key: 3791024 **Doc #:** 244469C **Trx Code:** E83 **Labor Hrs:** .3 **Labor Cost:** 28.69 **Material Cost:** 3.93 **Total Cost:** 32.62
Dlr Cd-Sub Cd: 02811-* **Name:** LITHIA FORD OF FRESNO **Ph:** 559-4358400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-FEB-2006 **DIST(Mile):**27096
Cust Comments: FOUND LEFT FRONT TURN SIGNAL INOP.
Tech Comments: FOUND LEFT FRONT TURN SIGNAL INOP. FOUND LEFT FRONT TURN SIGNAL BULB BURNED OUT. REPLACED LEFT FRONT TURN SIGNAL BULB AND CHECKED OPERATION.

Any comments? You can contact



IN THE COURT OF COMMON PLEAS OF CRAWFORD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

[redacted] and [redacted]
Plaintiffs

vs.

FORD MOTOR COMPANY, INC.,
Defendant

A.D. _____ - 2005

COMPLAINT

AND NOW, comes the [redacted] by and through their attorney, Herbert P. Butcher, Jr. of the firm of Butcher & Winkler, and files this cause of action against the above-captioned Defendant, and in support thereof, states as follows:

1. Plaintiffs are husband and wife and reside at [redacted] Titusville, Crawford County, Pennsylvania [redacted]
2. Upon information and belief, Defendant is a corporation with offices in Dearborn, Michigan and is qualified to do business in the Commonwealth of Pennsylvania.
3. On or about October 6, 2004, the Plaintiffs purchased a new 2005 Ford F350 4X4 cab truck from Guy M. Fish Company, Inc, an authorized Ford Motor Co. dealership.
4. At the time of the purchase of the said Ford F350 the vehicle was delivered to the Plaintiffs with approximately 100 miles showing on the odometer.
5. On or about November 8, 2004, the Plaintiff, while operating the truck, noticed that it was not operating properly as the truck was jerking and shimmying. The Plaintiff contacted Guy M. Fish Company, Inc. and advised them the vehicle was not operating properly as the

Plaintiff experienced difficulties towing with the vehicle. At the time the problem occurred there were 400 miles on the odometer.

6. The Plaintiff took the vehicle into Schwab Ford in Titusville, Crawford County, Pennsylvania to have them examine the problem with the vehicle and to correct said problem.

7. After getting the vehicle back from Schwab Ford the problem was not corrected as it occurred again on November 22, 2004, and was taken back in again to Schwab Ford for repair work.

8. The problem was not corrected and was taken back in again on December 22, 2004, for a third repair attempt.

9. The problem was not corrected and the vehicle was taken back in on December 28, 2004, for a fourth attempt at repair.

10. The problem was not corrected and the vehicle was taken back in on February 4, 2005, for a fifth attempt at correcting the problem.

11. The problem was not corrected and the vehicle was taken back in on March 21, 2005, and left for approximately three weeks. The problem remains uncorrected.

12. The Plaintiff continues to experience the same operating problems with the subject vehicle.

13. The Plaintiff has submitted a request for arbitration under the Pennsylvania Lemon Law, 73 P.S. Section 1951 et seq., and was advised on March 8, 2005, that his request for arbitration/dispute settlement had been rejected.

COUNT 1

[redacted] **v. Ford Motor Company**

14. The averments of paragraphs 1 through 13 of this Complaint are incorporated herein as though set forth in their entirety.

15. The Defendant, through its agents Schwab Ford and Guy Fish Motor Company, Inc., was given notice of the defect in the subject vehicle.

16. The Defendant has been given, through its agents Schwab Ford and Guy Fish Motor Company, Inc., numerous and adequate opportunities to repair or correct the nonconformity to the subject vehicle.

17. The nonconformity in the subject vehicle substantially impairs the use, value or safety of the subject vehicle.

18. The nonconformity is not the result of abuse, neglect, modification or alteration of the subject vehicle by the Plaintiffs.

19. The subject vehicle had less than 400 miles on it at the time the Plaintiffs first notified the Defendant through its agents which notification was made on or about November 8, 2004.

20. The Defendant has established an informal dispute settlement procedure complying with the provisions of 16 C.F.R. 703.

21. The Plaintiffs have resorted to the informal dispute settlement as more fully set forth in this Complaint without the dispute being resolved.

WHEREFORE, the Plaintiffs respectfully request the Court to:

(a) Issue an Order requiring the Defendant to accept return of the subject vehicle from the Plaintiffs and refund to the Plaintiffs the full purchase price, including all collateral charges, less reasonable allowance for the Plaintiffs' use of the vehicle not exceeding ten cents per mile driven as of November 8, 2004; and

(b) Award to Plaintiffs reasonable attorney's fees and all court costs incurred in bringing this action.

Respectfully submitted,

BUTCHER & WINKLER

[redacted]

Herbert P. Butcher, Esquire
Attorney for the Plaintiffs

Supreme Court ID#28566
123 North Franklin Street
Titusville, PA 16354
(814) 827-9002

All Action Details for Issue

Print

VIN: 1FTWX31P85E[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]

Name: [redacted] **Owner Status:** Original **WSD:** 2004-10-13

Symptom Desc: VIBRATION CRUISE **Primary Phone:** [redacted]

Reason Desc: TREATMENT BY FIELD - UNRESPONSIVE/NO CONTACT **Secondary Phone:** [redacted]

Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: 00721 SCHWAB'S FORD INC **Origin Desc:** US CONCERN CASE BASE

Odometer: 3000 MI **Comm Type:** PHONE

Analyst Name: MCLELLAN JILL **Analyst:** JMCLELL5

Action Date: 03/01/2005 **Action Time:** 15.01.56.739 **Action Data:** No

Comments CUSTOMER SAID: CUST IS FURIOUS THAT THE DSB/ REGION HAS NOT BOTHERED TO CONTACT HER; THEY FEEL THAT FORD IS BEING VERY DISRESPECTFUL IN LIGHT OF THE FACT THAT THE CUST PURCHASED A $50,000 TRUCK THAT HAS BEEN NOTHING BUT TROUBLE-THE PROBLEMS, WHICH HAVE PERSISTED AND ARE NOW WORSE ARE NOT BEING ADDRESSED BY FORD AND THE CUST IS CALLING IN TO HAVE SOMEONE FROM THE DSB/REGION CONTACT HER IMMEIDATELY-VEH SHAKES AND VIBRATES VIOLENTLY AND VEH IS NO GOOD - DLRSHP IS UNABLE TO REPAIR THE PROBLEM - NOT EVEN A HORSE TRAILOR CAN BE PULLED BY THIS VEH.- CUST HAS CALLED IN TO ASK THAT FORD TAKE THIS VEH BACKDEALER SAID: NONECRC ADVISED: WE APOLOGIZE THAT THE REGIONAL REPRESENTATIVE HAS NOT RESPONDED TO YOUR CONCERN. WE WILL ESCALATE THIS ON YOUR BEHALF AND BRING THIS TO THE ATTENTION OF THE REGION AND DEALERSHIP. IN ADDITION WE WILL ALSO REQUEST THAT THEY CONTACT YOU. WE SUGGEST THAT YOU CONTACT THE DEALERSHIP SERVICE MANAGER IF IMMEDIATE ACTION IS REQUIRED.

All Action Details for Issue

Print

VIN: 1FTWX31P85E[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]

Name: [redacted] **Owner Status:** Original **WSD:** 2004-10-13

Symptom Desc: BUCK/JERK ACCELERATION HOT ENGINE **Primary Phone:** [redacted]

Reason Desc: TREATMENT BY FIELD - UNRESPONSIVE/NO CONTACT **Secondary Phone:** [redacted]

Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: 00721 SCHWAB'S FORD INC **Origin Desc:** US CONCERN CASE BASE

Odometer: 3066 MI **Comm Type:** PHONE

Analyst Name: DOUGLAS TANYA **Analyst:** TDOUGL15

Action Date: 02/24/2005 **Action Time:** 16.13.56.729 **Action Data:** No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -CUST CALLED PREVIOUSLY ABOUT CONCERNS WITH HER VEH...SHE WAS ADVISED THAT SOMEONE FROM FORD WOULD CONTACT HER ABOUT THE ISSUE AND NO ONE HAS CONTACTED HER -CUST CANNOT DRIVE THE VEH WITHOUT IT SHAKING ALL OVER...THE VEH JERKS VIOLENTLY AS THE CUST IS DRIVING -CUST PURCHASED THE VEH TO PULL A HORSE TRAILER AND SHE CANNOT PULL THE HORSE TRAILER -CUST HAS EXPERIENCED THIS CONCERN SINCE PURCHASING THE VEH AND THE DLRSHP HAS NOT BEEN ABLE TO GET RID OF THE JERKING -VEH IS IN THE CUST POSSESSION -CUST WANTS ANOTHER VEH...CUST WOULD LIKE FORD TO BUYBACK THE VEHDEALER SAID: SCHWAB'S FORD416 SOUTH PERRY STREETTITUSVILLE, PA 16354PHONE: (800) 961-FORD (3673) OR (814) 827-0078CRC ADVISED: WE APOLOGIZE THAT THE REGIONAL REPRESENTATIVE HAS NOT RESPONDED TO YOUR CONCERN. WE WILL ESCALATE THIS ON YOUR BEHALF AND BRING THIS TO THE ATTENTION OF THE REGION AND DEALERSHIP. IN ADDITION WE WILL ALSO REQUEST THAT THEY CONTACT YOU. WE SUGGEST THAT YOU CONTACT THE DEALERSHIP SERVICE MANAGER IF IMMEDIATE ACTION IS REQUIRED.

Server Name : AWS Production

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims)

VIN:	1FTWX31P85E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	T/F - FORD DIVISION DERIVATIVE	**Navis Eng Serial No:**	509046[redacted]
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/VG - 6 SPD MAN TRANS Z/F M6HD-W
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	19-SEP-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	144441 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*
Arrival Date:	29-SEP-2004	**Red Carpet Lease:**	*
Sale Date:	13-OCT-2004	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	13-OCT-2004	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	13-OCT-2004	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	

Alternator Amp Rating:	4A	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	* - [N/A]
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151VUB - Contitrac 125/122S
Driveshaft Code:	D	**Tire Size:**	D3HBJ - LT 275/70R18E A/S BSW
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5151VUB3504	**RF:**	P5151VUB3004
LR:	P5151VUB3204	**RR:**	P5151VUB3304
LI:	*	**RI:**	*
SPARE:	P5151VUB????	**DOT Plant Manufacturer:**	P5 -

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAB - DGAAB
Emission Cert Type:	*
Emission Decal Suffix:	*
Engine Family:	*

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 27-MAY-2005
Note: All Costs are in US Dollars Server Name: AWS Production

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX31P85[redacted]	F7	T/F7	T/F	T/BD	T/CD	T/E	A1	T/VG	T/YB	19-09-04	13-10-04	144441	USA	1	*	1H03	5C3Z	9F452	AA	S11	V41	D42	42
AWS Claim Key:	395942	**Doc #:**	06147801		**Trx Code:**		S07	**Labor Hrs:**		15.5	**Labor Cost:**		821.65	**Material Cost:**		167.95	**Total Cost:**		989.6				
Dlr Cd-Sub Cd:	00721-*	**Name:**	SCHWAB'S FORD INC				**Ph:**	814-8270078		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	08-NOV-2004		**DIST(Mile):**	1462			
Cust Comments:	CUSTOMER STATES;ENGINE CUTS OUT UNDER A LOADED CONDITION AT 1750 RPMS CONDITION IS NOT PRESENT UNLESS TOWING TRAILER OR HAULING FAIRLY HEAVY LOADS IN BED. 11 8 04 VEHICLE RETURNED FOR VDR REMOVAL ON 1																						
Tech Comments:	11 8 04 DTC MEMORY CODE #P0336 CRANKSHAFT POSITION SENSOR PCM REQUIRED UPDATE & FUEL QUALITY CHECKED VDR INSTALLED TO MONITOR APPLICABLE PIDS PER CONVERSATION W/HOTLINE. 11 22 04 NO DTC CODES WERE FOUND. REQUIRED CURRENT UPDATEINSTALLED ON 12 22 04. NO DTC CODES WERE FOUND. INSTRUCTED BY ENGINEERING TO COMMAND EGR TO 0% UNDER LOADED CONDITION WHEN CONDITION OCCURRED. UNABLE TO DUP. 12 28 04 WAS A																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX31P85[redacted]	F7	T/F7	T/F	T/BD	T/CD	T/E	A1	T/VG	T/YB	19-09-04	13-10-04	144441	USA	6	*	2H02	5C3Z	6F089	A	S11	V41	D42	42
AWS Claim Key:	735906	**Doc #:**	00013901		**Trx Code:**		S07	**Labor Hrs:**		4	**Labor Cost:**		202.04	**Material Cost:**		487.64	**Total Cost:**		689.68				
Dlr Cd-Sub Cd:	02351-*	**Name:**	GUY M FISH COMPANY, INC.				**Ph:**	814-6547311		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	21-MAR-2005		**DIST(Mile):**	4316			
Tech Comments:	CK ON WDS NO CODES CK OASIS REPLACE VAR VAIN CONTROL VALVE TORN O RINGS REPLACE IPR LOOSE IPC GOES UP AND DOWN TEST DRIVE WITH TRAILER SAME																						

y comments? You can contact



webmaster



Michael Power, Esquire
Identification No. 48574
Power & Associates, P.C.
1790 Wilmington Pike
Glen Mills, PA 19342
(610) 558-6220

Attorney for Plaintiff

[redacted]	:	
	:	COURT OF COMMON PLEAS
JEANNETTE, PA [redacted]	:	PHILADELPHIA COUNTY
	:	PENNSYLVANIA
	:	
v.	:	
	:	
FORD MOTOR COMPANY	:	TERM
C/O CT CORPORATION	:	
1635 MARKET STREET	:	NO.
PHILADELPHIA, PA 19103	:	ARBITRATION CASE

COMPLAINT
CODE:

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [redacted] Jeannette, PA [redacted]

2. Defendant, Ford Motor Company, is a business corporation organized, incorporated, existing under, and a legal resident of the State of Delaware, with its principle place of business located in Detroit, Michigan and can be served at CT Corporation, 1635 Market Street, Philadelphia, Pennsylvania 19103.

3. Venue is proper in Philadelphia County as the defendant conducts extensive business in and a number of the transactions and occurrences leading to this action took place in Philadelphia.

FACTUAL BACKGROUND

4. On or about, October 11, 2004 Plaintiff purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW21585E[redacted] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The purchase price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges but, excluding other collateral charges not specified, yet recoverable under the Lemon Law, totaled more than $39,538.54. Attached hereto please find a copy of the vehicle order form and/or retail installment sales contract which is/are incorporated herein and marked as Exhibit "A".

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant and its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and, as such, the vehicle is worthless.

7. Plaintiff avers that attorney fees and costs of this action, recoverable elements of the claims asserted herein and a component of the amount in controversy, will exceed $10,000.00 if this case proceeds to arbitration and jury trial.

8. 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 warranty, as well as other standard warranties fully outlined in the warranty booklet, delivered at time of sale.

COUNT I
LEMON LAW

9. Plaintiff hereby incorporates paragraphs 1 through 8 inclusive as if set forth fully below.

10. Plaintiff, [redacted] is a "Purchaser" as defined by 73 Pa. C.S.A. §1952.

11. Defendant is a "Manufacturer" as defined by 73 Pa. C.S.A. §1952.

12. Davies 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 Pa. C.S.A. §1952.

13. On or about October 11, 2004 Plaintiff took possession of the above mentioned vehicle and experienced non-conformities as defined by 73 Pa. C.S.A. §1951 et. seq., which substantially impair the use, value and/or safety of the vehicle.

14. The non-conformities described violate the express written warranties issued to Plaintiff by Defendant.

15. Section 1955 of the Act provides:

> If a manufacturer fails to repair or correct a non-conformity 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 purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

16. Section 1956 provides a presumption of a reasonable

number of repair attempts if the subject vehicle:

> (1) "... has been subject to repair three times by the manufacturer, its agents or authorized dealers and the non-conformity still exist...or
>
> (2) ... is out of service by reason of any non-conformity for a cumulative total of thirty of more calendar days."

17. Plaintiff has satisfied the above definition as his vehicle has been subject to repair more than three (3) times for the same non-conformity, and the non-conformity remains uncorrected.

18. In addition, the above vehicle has been, or will be in the future, out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

19. Plaintiff has delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of repair attempts, the manufacturer was unable to repair the non-conformities.

20. The first warranty repair attempt is believed to have occurred on or before October 27, 2004 when the vehicle's odometer showed 962 miles. On that date, repair attempts were made to the vehicle's defective vibration condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

21. The second warranty repair attempt is believed to have occurred on or before November 4, 2004 when the vehicle's odometer showed 1,665 miles. On that date, repair attempts were made to the vehicle's defective rear end, shimmy condition, vibration

condition, and engine noise. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

22. The third warranty repair attempt is believed to have occurred on or before November 17, 2004 when the vehicle's odometer showed 2,125 miles. On that date, repair attempts were made to the vehicle's defective vibration condition, engine, rear end, and steering system. A true and correct copy of the repair invoice is attached hereto made a part hereof and marked Exhibit "D".

23. The fourth warranty repair attempt is believed to have occurred on or before January 4, 2005 when the vehicle's odometer showed 3,871 miles. On that date, repair attempts were made to the vehicle's defective engine, starter, and fender emblems. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

24. The vehicle continues to exhibit defects and non-conformities which substantially impair its use, value and/or safety as provided in 73 Pa. C.S.A §1951 et. seq. The vehicle was presented numerous additional times for warranty repairs on the above-described non-conformities as well as others. True and correct copies of additional repair invoices are attached hereto, made a part hereof and marked Exhibit "F".

25. In addition, Plaintiff avers his vehicle has been subject to additional repair attempts for defects and/or non-conformities and/or conditions for which the dealer did not maintain records or did not provide plaintiff with copies.

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of 73 Pa. C.S.A. §1951 et. seq.

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

28. Pursuant to 73 Pa. C.S.A. §1958, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against Defendant in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees in an amount not to exceed $50,000.00.

COUNT II
MAGNUSON-MOSS CLAIM

29. Plaintiff hereby incorporates paragraphs 1 through 28 by reference as if set forth at length herein.

30. Plaintiff is a "Consumer" as defined by 1 5 U.S.C. §2301(3).

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

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

33. Defendant's authorized service facility has made attempts on several occasions to comply with the terms of it's express warranties, however, such repair attempts have been ineffective and/or were not performed reasonably or not performed within a reasonable time.

34. 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.

35. Defendant has further violated the Magnuson-Moss Warranty Act by failing to adequately explain the terms of the warranty coverage or allow plaintiff to view the warranty documents prior to sale of the vehicle.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against Defendant in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees in an amount not to exceed $50,000.00.

COUNT III
BREACH OF WARRANTY

37. Plaintiff hereby incorporates paragraphs 1 through 36 by reference as if set forth at length herein.

38. The defects and non-conformities existing within the

vehicle constitute a breach of contractual and statutory obligations of Defendant including, but not limited to, the following:

a. Express Warranty;

b. Implied Warranty Of Merchantability as set forth in the Pennsylvania Uniform Commercial Code; and

c. Implied Warranty Of Fitness For A Particular Purpose as set forth in the Pennsylvania Uniform Commercial Code.

39. The purposes for which Plaintiff purchased this vehicle include, but are not limited to, his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

WHEREFORE, Plaintiff respectfully demands judgment in his

favor and against Defendant, in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees in an amount not to exceed $50,000.00.

COUNT IV
UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates paragraphs 1 through 43 by reference as if set forth at length herein.

45. Section 1961 of The Pennsylvania Automobile Lemon Law, provides that a violation of its provisions is also a violation of the Unfair Trade Practices and Consumer Protection Law.

46. In addition, the Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

> (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.

47. Plaintiff believes, and therefore avers, the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

48. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available

collateral charges and attorney fees in an amount not to exceed $50,000.00.

POWER & ASSOCIATES, P.C.

By: [redacted]
Michael Power, Esquire
Attorney for Plaintiff
117 Wilmington Pike
Suite 200
Glen Mills, PA 19342
(610) 558-6220

FEB-21-2005 11:59AM FROM-DAVIES FORD +7246261151 T-399 P.001/001 F-504

2551 MEMORIAL BLVD.
RT. 119 N. P.O. BOX 1052
CONNELLSVILLE, PA. 15425
(724) 628-2720

DEALER# CD39Z
CUST# N/A

FORD

[redacted] DATE

EDWARD T ZELENAK
SALESMAN'S NAME

JEANNETTE PA [redacted]
RES PHONE BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☒ NEW ☐ USED ☐ DEMO ☐ CAP ☒ TRUCK ☐ OTHER

YEAR 2005 MAKE FORD TRUCK MODEL OR SERIES F250 BODY TYPE TRK COLOR _____ TRIM _____

V.I.N. 1FTSW21585E[redacted] STOCK NO. [redacted] TO BE DELIVERED ON OR ABOUT 10/11/04 20__

CASH DELIVERED PRICE OF UNIT	$	39241.04
RUSTPROOFING	$	N/A
EXTENDED SERVICE PLAN	$	N/A
CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE	$	39241.04
STATE AND LOCAL TAXES M.D. 3400.00		204.00
DOCUMENTARY CHARGE	$	55.00
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE		33.50
TIRE TAX		5.00
1. TOTAL PRICE OF UNIT	$	39538.54
2. DOWN PAYMENT: consisting of $ N/A in cash and/or $ 35841.04 net trade-in allowance on trade-in; see statement in right hand column for details.	$	35841.04
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between Items 1 and 2)	$	3697.50

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN FORD TRUCK COLOR RED
YEAR 2004 MODEL F150 BODY TK
MVI OR SERIAL NO. 1FTPW14554K[redacted]
BALANCE OWED TO ELLIOT FCU
ADDRESS JEANNETTE PA [redacted]

USED TRADE-IN ALLOWANCE	$	35841.04
BALANCE OWED ON TRADE-IN		N/A
NET ALLOWANCE ON USED TRADE-IN	$	35841.04
DEPOSIT OR CREDIT BALANCE		N/A
DOWN PAYMENT (Trans. to Left Col.)	$	35841.04

(Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties, pursuant to sections 409, 412 and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub. L. 92-513, as amended by Pub. L. 94-364)

I state that the odometer on the trade-in vehicle described above now reads _____ miles/kilometers.

(Check one box only)

I hereby certify that to the best of my knowledge the odometer reading as stated above

- ☐ reflects the actual mileage of the trade-in vehicle
- ☐ reflects the amount of mileage in excess of designed mechanical odometer limit of 99,999 miles/kilometers, or
- ☐ is NOT the actual mileage of trade-in vehicle and should not be relied upon.

(Check one box only)

I hereby certify that the odometer of said trade-in vehicle

- ☐ was not altered, set back, or disconnected while in my possession, and I have no knowledge of anyone else doing so, or
- ☐ was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer is identical to that before such service or
- ☐ the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage of the original odometer, or the odometer before repair was

PURCHASER'S SIGNATURE [redacted] 10/11/04

All warranties, if any, by a manufacturer or supplier other than dealer are theirs, not dealer's, and only such manufacturer or other supplier shall be liable for performance under such warranties. Unless dealer furnishes buyer with a separate written warranty or agrees to the contract made by dealer on its own behalf, dealer hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose: (A) on all goods and services sold by dealer, and (B) on all used vehicles which are hereby sold "as is" - not expressly warranted or guaranteed.

NOTICE TO BUYER: This Contract is not binding upon either the dealer or the Buyer until signed by an authorized dealer representative. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read every matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age and hereby acknowledge receipt of a copy of this order.

[redacted] FACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

ACCEPTED BY:

10/11/2004 DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

[redacted]

No. [redacted]

MV—1 (5-00)

I. TAX / FEES

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR
FORD TRUCK	1FTSW21585 [redacted]	TRK	2005

GROSS VEHICLE WT. RATING	FUEL	AUTHORIZED NOTARY PUBLIC OFFICER SIGNATURE & INSPECTION MECHANIC PRINT NAME
	☐ DIESEL ☐ ELECTRIC	

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A ☐ POLICE VEHICLE (IF APPLICABLE)

I certify that the vehicle listed herein does not have a VIN plate and that the VIN listed is correct. SIGN HERE [redacted]

PURCHASE PRICE (See color on reverse)	39241.04
LESS TRADE-IN	35841.04
TAXABLE AMOUNT	3400.00

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME) [redacted] FIRST NAME MIDDLE INITIAL

CO-PURCHASER [redacted]

DATE ACQUIRED/ PURCHASED: 10/11/2004

DEALER ID NUMBER (IF APPLICABLE): 85-84910A

STREET [redacted] CITY JEANNETTE STATE PA ZIP [redacted] COUNTY CODE: 65

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY

NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.

X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse)	204.00
LESS TAX CREDIT	N/A
1. SALES TAX DUE	204.00

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ODOMETER READING: _____ TENTHS: 69

2. TITLE FEE	22.50
3. LIEN FEE	5.00

D. LIEN INFORMATION

1ST LIEN DATE: 10/11/2004 → IF NO LIEN, CHECK ☐	2ND LIEN DATE: → IF NO LIEN, CHECK ☒
1ST LIENHOLDER [redacted]	2ND LIENHOLDER
STREET [redacted]	STREET
CITY JEANNETTE STATE PA ZIP [redacted]	STATE ZIP
FINANCIAL INSTITUTION NUMBER 88800010107	FINANCIAL INSTITUTION NUMBER

4. REGISTRATION OR PROCESSING FEE	N/A

E. VEHICLE TRADED

MAKE OF VEHICLE: FORD TRUCK VIN: 1FTPW14554 [redacted] MODEL YEAR: 2004

BODY TYPE (SDN, BUS, TK, ETC.): TK CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

5. DUPLICATE REG. FEE NO. OF CARDS _____	N/A

F. ADDITIONAL VEHICLE INFORMATION

PASSENGER TAXI/BUS: ▶ PASSENGER ☒ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐ SEATING CAPACITY

MOTORCYCLE / MOTOR DRIVEN CYCLE / MOPED: CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO; BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0; OPERABLE PEDALS ☐ YES ☐ NO; MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO; AUTOMATIC TRANSMISSION ☐ YES ☐ NO; DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO

MOTOR HOME: ▶ CHASSIS MFR: BODY MAKE:

TRAILER & VEHICLES BELOW: ▶ NUMBER OF AXLES: REG. REGISTERED GROSS WT. (INCLUDING LOAD): 3000 SUM OF GAWR'S: UNLADEN WT. (EMPTY): 0303

TRUCK, TRUCK-TRACTOR: ▶ REG. REGISTERED GROSS COMBINATION WT. GROSS COMBINATION WT. RATING

IMPLEMENT OF HUSBANDRY OR SPECIAL MOBILE EQUIPMENT: ▶ COMPLETE AND ATTACH FORM MV-190

6. TRANSFER FEE	6.00
7. INCREASE FEE	16.00
8. REPLACEMENT FEE	N/A
9. TOTAL PAID (ADD 1 THRU 8) *Send One Check In This Amount* ➡	253.50

G. APPLICATION FOR REGISTRATION

ORIGINAL PLATE ✓ Check One

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☐ EXCHANGE PLATE TO BE ISSUED BY BUREAU

☐ TEMPORARY PLATE ISSUED BY FULL AGENT

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO. [redacted] EXPIRES Month 01 Year 06

REASON FOR REPLACEMENT: ☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO.: 59617122601 VIN: 1FTPW14554 [redacted]

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE [redacted] RELATIONSHIP TO APPLICANT

TEMP. PLATE NO.

INSURANCE COMPANY NAME: ERIE INS CO POLICY NO. (OR ATTACH BINDER) [redacted] POLICY EFFECTIVE DATE: 09/20/04 POLICY EXPIRATION DATE: 03/20/05

ISSUING AGENT INFORMATION

I CERTIFY THAT ON MONTH 10 DAY 11 YEAR 2004 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME): DAVIES FORD INC. AGENT NO.: 85-84910A

ISSUING AGENT SIGNATURE [redacted] TELEPHONE NO.: (724)628-2720

H. SEAL AND APPLICATION FOR TITLE

I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS FORM, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION [redacted]

SUBSCRIBED AND SWORN TO BEFORE ME: MO. 10 DAY 11 YEAR 2004

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL — SIGN IN PRESENCE OF NOTARY

If your registration documents are not received within 90 days, please contact PennDot.

MESSENGER NUMBER:

3. APPLICANT'S COPY/TEMPORARY

Ford

www.fordvehicles.com

VEHICLE DESCRIPTION

F-SERIES

BUILT FORD TOUGH

2005 SD F250 4X4 CREW CAB
XLT 156" WB STYLESIDE
5.4L EFI V-8 ENGINE
5 SPEED AUTOMATIC TRANS

VIN 1FTSW21585E [redacted]

EXTERIOR
ARIZONA BEIGE CLEARCOAT MET
INTERIOR
MEDIUM PEBBLE CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- LT265/70R17E BSW A/S TIRES
- BUMPER,CHROME W/LWR TRIM
- CHROME STEEL WHEELS
- FIXED INTERVAL WIPERS
- FRONT TOW HOOKS
- GRILLE, ARGENT W/CHRM SURR
- JEWEL EFFECT HEADLAMPS
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX TIE DOWN HOOKS
- SPARE TIRE & WHEEL LOCK

INTERIOR
- 60/40 FLEX FOLD REAR BENCH
- AIR CONDITIONING
- AM/FM STEREO W/ SINGLE CD
- CLOTH FRONT 40/20/40 SPLIT
- COLOR COORDINATED CARPET AND FLOORMATS
- DAY-NIGHT REAR VIEW MIRROR
- DOME LAMP
- DUAL CUPHOLDERS
- SPEED CONTROL/TILT WHEEL

FUNCTIONAL
- 29 GALLON FUEL TANK
- AUXILIARY POWER POINT
- CARGO BOX LIGHT
- MONO BEAM COIL SPRING SUSPENSION W/ STABIL BAR
- POWER STEERING
- POWER WNDOWS/LOCKS/MIRRORS
- TRAILER TOWING PACKAGE

SAFETY/SECURITY
- 4-WHEEL ANTILOCK BRAKE SYS
- ADJUSTABLE SAFETY BELTS
- DRIVER/PASSENGER AIR BAGS

WARRANTY
- 24 HR ROADSIDE ASSISTANCE
- 36 / 36 BUMPER TO BUMPER

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

FUEL ECONOMY IS NOT REQUIRED ON THIS VEHICLE

PRICE INFORMATION

Manufacturer's Suggested Retail Price

STANDARD VEHICLE PRICE **$33,990.00**

INCLUDED ON THIS VEHICLE
•PREMIUM AM/FM CD/CLK

OPTIONAL EQUIPMENT

PREFERRED EQUIPMENT PKG.607A	
5 SPEED AUTOMATIC TRANS	1,490.00
LT265/70RX17E OWL ALL TERRAIN	250.00
4.10 RATIO LIMITED SLIP AXLE	300.00
ADVANCED SECURITY GROUP	315.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
BRT POLISHED TUBULAR CAB STEPS	445.00
9400# GVWR PACKAGE	
ELECTRONIC SHIFT ON THE FLY	185.00
SLIDING REAR WINDOW	125.00
SPARE TIRE AND WHEEL	NO CHARGE
TELESCPNG TT MIRR-POWR/HTD	220.00
FX4 PACKAGE	225.00
.SKID PLATES	
ROOF CLEARANCE LIGHTS	55.00
JACK	
TRAILER HITCH RECEIVER 12.5K	175.00
6-WAY POWER SEAT	580.00
PRIVACY GLASS	110.00
NOT FOR AMBULANCE USE. USING THIS VEHICLE TO PRODUCE AN AMBULANCE VOIDS FORD WARRANTY.	
TOTAL VEHICLE & OPTIONS	38,465.00
DESTINATION & DELIVERY	795.00

TROPHY CASE

F-Series: Best-Selling Truck 27 Years in a Row

Most Interior Room in Its Class

TOTAL MSRP **$39,260.00**

1FTSW21585 [redacted]

EXTENDED SERVICE

Ford Extended Service Plan is the ONLY service contract backed by Ford Motor Company and honored by over 5,100 Ford and

EXPIRY JAN 31 2005 VALID 12/07/04

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

COUNTY: WESTMORELAND

[redacted]

JEANNETTE PA

[redacted]

[redacted]

Change your address online at: www.state.pa.us Pa Keyword "DMV".

Where COMPLETE SATISFACTION is Knowing You PAID LESS And Get TREATED BETTER!

P.O. BOX 1052, 2551 MEMORIAL BLVD., RTE. 119 NORTH
CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

CUSTOMER NO. [redacted]	ADVISOR LISA LOGAN 77		TAG NO. [redacted]	INVOICE DATE 10/27/04	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 962	COLOR /	STOCK NO. [redacted]
	YEAR / MAKE / MODEL 05/FORD TRUCK/F250/TRK			DELIVERY DATE 10/11/04	DELIVERY MILES 69
JEANETTE, PA [redacted]	VEHICLE I.D. NO. 1FTSW21585E [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.		R. O. DATE 10/27/04	
RESIDENCE PHONE	BUSINESS PHONE [redacted]	COMMENTS			

LABOR & PARTS
J# 1 00F0Z

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

TOTALS

THANK YOU FOR YOUR
LABOR RATE VARIES BASED ON JOB CLASSIFICATION
FROM $ 30.00 TO $ PER HOUR

CUSTOMER SIGNATURE

DAVIES CONVENIENCES:
1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. Extended Evening Hours
5. Complete Body Shop
6. Discount Rentals
7. Fast Lube
8. Genuine Ford Parts
9. Saturday Hours
10. We Service Most Cars & Trucks

WARRANTIES OFFERED TO YOU BY THE MANUFACTURER MAY BE OFFERED BY THE MANUFACTURER OF THE PRODUCT OR SERVICE. THE DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCT OR SERVICE. THE DEALER SHALL NOT BE LIABLE TO BUYER FOR DAMAGES TO PROPERTY OR PERSON, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR LOSS OF ANY OTHER ECONOMIC BENEFIT).

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM THE MANUFACTURER IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED, A 10" PLEASE CALL OUR SERVICE MANAGER.
JIM SMITH
(724) 628-2720
YOUR SATISFACTION IS OUR NO. 1 CONCERN.

NORTH AMERICAN CUSTOMER EXCELLENCE AWARD

Thank You
The Davies Team

PAGE 1 OF 1

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[redacted]

INVOICE

KENNY ROSS FORD, Inc.
Route 30 and Blackhill Road
P.O. Box 269
ADAMSBURG, PA. 15611
724-864-3601
412-271-8899
724-864-4350 (FAX)
www.kennyross.com

[redacted]
JEANNETTE, PA
HOME: [redacted] BUS [redacted]

SERVICE ADVISOR: 7928 ROBERT CLOSE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585E[redacted]		1665/1665	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 04NOV04		0.00	CASH	08NOV2004

R.O. OPENED	READY	OPTIONS:
07:17 04NOV04	09:38 08NOV04	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THERE IS A RUMBLE WHEN DRIVING <POSSIBLE IN REAR OF VEHICLE>
CAUSE: 1665 ROAD TEST TO VERIFY CONCERN INSTALLED ONE SHIM INSTALL SEECOND SHIM AND ROAD TEST INSTALL 3rd ROAD TEST AFTER INSTALLING 3rd SHIM & R
042207C ROAD TEST AND INSTALL 3 SHIMS
8427 BROWN,WADE AARON LIC#: 8427
W94
3 EOTZ*4A209*A SHIM (N/C)
4 *56564*S2 BOLT (N/C)
1 TA*25* ADHESIVE (N/C)
FC: N23 42
PART#: EOTZ*4A209*A
COUNT:
CLAIM TYPE:
AUTH CODE:
8427
1665 ROAD TEST TO VERIFY CONCERN INSTALLED ONE SHIM INSTALL SEECOND SHIM AND ROAD TEST INSTALL 3rd ROAD TEST AFTER INSTALLING 3rd SHIM & ROAD TEST OK OPERATION 042207C
****

B CUSTOMER STATES THERE IS A RINING NOISE IN ENGIEN AREA
INFO INFORMATION ONLY
8427 BROWN,WADE AARON LIC#: 8427
ISPOL
1665 DONE (N/C)
****

C CUSTOMER STATES THERE IS A VIBRATION IN STEERING AND HE THINKS IT MAY BE TIRES
SOP ORDERED PARTS
8427 BROWN,WADE AARON LIC#: 8427
ISPOL
1665 ORDERED PARTS (N/C)
****

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PLAINTIFF'S EXHIBIT

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

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TOM FAITE

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INVOICE

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724-864-3601
412-271-8899
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[redacted]

JEANNETTE, PA [redacted]
HOME [redacted] BUS: [redacted]

PAGE 1

SERVICE ADVISOR: 7928 ROBERT CLOSE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585E[redacted]		2125/2125	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 17NOV04		0.00	CASH	19NOV2004

R.O. OPENED	READY	OPTIONS:
07:38 17NOV04	12:14 19NOV04	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THERE IS A RUMMBLE WHILE DRIVING COMING FROM THE REAR OF TRUCK
CAUSE: 2125 ROTATE & BALANCE 4 TIRES ROAD TEST STILL HAD VIBRATION NEEDS TIRES.
1007D ROTATIONAL NOISE/VIBRATION/HARSHNESS - DIAGNOSIS - L
8427 BROWN,WADE AARON LIC#: 8427
W94 (N/C)
1007D3T TIRE AND WHEEL - BALANCE (ALBAL/FRBAL/RRBAL) - L
8427 BROWN,WADE AARON LIC#: 8427
W94 (N/C)
FC: N51 D9
PART#: ALBAL
COUNT:
CLAIM TYPE:
AUTH CODE:
8427
2125 ROTATE & BALANCE 4 TIRES ROAD TEST STILL HAD VIBRATION NEEDS TIRES.

****

B CUSTOMER STATES THERE IS A RINING SOUND COMING FROM THE ENGINE AREA
INFO INFORMATION ONLY
8427 BROWN,WADE AARON LIC#: 8427
ISPOL (N/C)
2125 DONE

****

C CUSTOME RSTATES FROM LAST VISIT NOW HE HAS A BUMPING SOUND COMING FROM REAR OF VEHICLE WHEN GOING OVER BUMPS
NPF NO PROBLEM FOUND
8427 BROWN,WADE AARON LIC#: 8427
ISPOL (N/C)
2125 NPF

****

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PLAINTIFF'S EXHIBIT

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

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JEANNETTE, PA 1
HOME [redacted] BUS [redacted]

SERVICE ADVISOR: 7928 ROBERT CLOSE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585[redacted]		2125/2125	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 17NOV04		0.00	CASH	19NOV2004

R.O. OPENED	READY	OPTIONS:
07:38 17NOV04	12:14 19NOV04	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
D CUSTOMER STATES ENGINE HAS A WHINING SOUND TO IT			
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
2125 NPF			(N/C)
**********			
E CUSTOMER STATES STEERING WHEEL SHAKES WHEN TURNING LEFT OR RIGHT			
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
2125 CK FOR STEERING WHEEL SQUEAKING NPF			(N/C)
**********			
F PERFORM MULTI-POINT INSPECTION			
99P PERFORM MULTI-POINT INSPECTION			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			(N/C)
GBK BRAKES CHECKED AND O.K.			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			(N/C)
GTIRE TIRES CHECKED AND O.K.			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			(N/C)
2125 DONE			
**********			

CUSTOMER WILL PICK UP LATER

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CUSTOMER SIGNATURE

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

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HOME [redacted] BUS: [redacted]

SERVICE ADVISOR: 7928 ROBERT CLOSE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585E[redacted]		3871/3874	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 04JAN05		0.00	CASH	05JAN05

R.O. OPENED	READY	OPTIONS:
07:09 04JAN05	09:21 05JAN05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHANGE ENGINE OIL AND FILTER			
1P CHANGE ENGINE OIL AND FILTER			
8427 BROWN,WADE AARON LIC#: 8427			
CPM			
		18.55	18.55
1 FL*820*S FILTER ASY-OIL	6.96	5.40	5.40
7 XO*5W20*BSP BULK OIL	1.40	1.40	9.80
MISC FIRST			
CCF13			
3871 LOF		-35.75	-35.75

****

B CUSTOMER STATES AFTER DRIVING THE VEHICLE AND AT SPEEDS IT SOUND LIKE SOMETHING IS OVERHEATING UNDER THE TRUCK
CAUSE: 3871 ROAD TESTED TO CK VEHICLE FOR OVERHEATING CK COOLANT LEVEL OK MOINTOR COOLANT SENSOR PID OK IN SPECS NORMAL CONDITION AFTER DRIVING 5
NPF NO PROBLEM FOUND
8427 BROWN,WADE AARON LIC#: 8427
W94 (N/C)
FC: E23 82 PART#: NPF COUNT:
CLAIM TYPE:
AUTH CODE:
8427
3871 ROAD TESTED TO CK VEHICLE FOR OVERHEATING CK COOLANT LEVEL OK MOINTOR COOLANT SENSOR PID OK IN SPECS NORMAL CONDITION AFTER DRIVING 5 MILES

****

C INSTALL REMOTE STARTER
MISC MISCELANIUS REPAIR
8427 BROWN,WADE AARON LIC#: 8427
IWEO
3871 SUBLET REMOTE START

****

D PERFORM MULTI-POINT INSPECTION
99P PERFORM MULTI-POINT INSPECTION

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DES...	
LABOR A...	
PARTS AM...	
GAS, OIL, LU...	
SUBLET AMOUN...	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

IMPORTANT
You will receive a survey from the manufacturer. If for any reason you cannot give us a "completely satisfied" score, please call me first so that we can resolve the matter immediately.
Thank you. — Jim Ross
1-800-9-TELL-KR
CALL TODAY!

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HOME [redacted] BUS [redacted]

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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585E[redacted]		3871/3874	[redacted]

DEL DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 04JAN05		0.00	CASH	05JAN05

R.O. OPENED	READY	OPTIONS:
07:09 04JAN05	09:21 05JAN05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			(N/C)
3871 DONE			
**********			
E** CUSTOMER STATES BOTH FENDER EMBLEMS PEELING SOP			
CAUSE: 3874 REPLACE BOTH FENDER EMBLEMS - PEELING.			
NL NO LABOR OPERATION FOR THIS REPAIR			
8888 W94			(N/C)
2 5C3Z*16720*EB PLT ASY-FRT FNDR NM			(N/C)
FC: B66 33			
PART#: 5C3Z*16720*EB			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
8427			
3874 REPLACE BOTH FENDER EMBLEMS - PEELING.			
**********			
CUSTOMER PAY WAST RECYCLING FOR REPAIR ORDER			2.00
CUSTOMER GONE			

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	18.55
PARTS AMOUNT	15.20
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-33.75
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585[redacted]		6361/6361	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 14FEB05		0.00	CASH	23FEB05

R.O. OPENED	READY	OPTIONS:
07:43 14FEB05	13:16 23FEB05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES EMBLEM ON REAR OF TRUCK PEELING			
CAUSE: 6361 ORDERED REAR TAIL GATE EMBLEM REPLACE TAILGATE EMBLEM			
999A ADDITIONAL - MISC. REPAIRS - L			
8427 BROWN,WADE AARON LIC#: 8427			
W94			
1 F81Z*9942528*DB NAME PLATE - SELF-ADHESIVE			(N/C)
1 5C3Z*9942528*DA NAME PLATE			(N/C)
FC: B66 33			(N/C)
PART#: F81Z*9942528*DB			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
8427			
6361 ORDERED REAR TAIL GATE EMBLEM REPLACE TAILGATE EMBLEM			
**********			
B CUSTOMER STATE SNOIS EIN FRT. WHEEL WHEN MAKING SHARP RT TURN			
CNV COULD NOT VERIFY			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
6361 ROAD TESTED TO VERIFLY CUST CONCERN NPF			(N/C)
**********			
C CUSTOMER STATES NOISE IN DRIVERS SIDE REAR WHILE DRIVING SLOW			
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
6361 ROAD TESTED TO HEAR NOISE WHILE DRIVING NPF			(N/C)
**********			
D CUSTOMER STATES THERE IS A BUMPING NOISE WHEN GOING OVER BUMPS			
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
6361 ROAD TESTED TO HEAR NOISE OVER BUMPS NPF			
**********			
E CUSTOMER STATES STEERING WHEEL SQUEAKS			

IMPORTANT
You will receive a survey from the manufacturer. If for any reason you cannot give us a "completely satisfied" score, please call me first so that we can resolve the matter immediately.
Thank you. — Jim Ross
1-800-9-TELL-KR
CALL TODAY!

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DESCR	
LABOR AMO..	
PARTS AMO..	
GAS, OIL, LUB..	
SUBLET AMOUI..	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BEIGE	05	FORD F250 PICKUP	1FTSW21585[redacted]		6361/6361	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
10OCT04 IS			16:00 14FEB05		0.00	CASH	23FEB05

R.O. OPENED	READY	OPTIONS:
07:43 14FEB05	13:16 23FEB05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
6361 CK STEERING FOR NOISE NPF			(N/C)
**********			
F CUSTOMER STATES THERE IS A WHINING NOISE WHEN VEHICLE IS IN 4WHEEL DRIVING			
CAUSE: 6361 CK FOR WHINING NOISE IN 4 WHEEL DRIVE NORMAL CONDITION			
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
W94			
FC: N50 82 PART#: NPF COUNT:			(N/C)
CLAIM TYPE:			
AUTH CODE:			
8427			
6361 CK FOR WHINING NOISE IN 4 WHEEL DRIVE NORMAL CONDITION			
**********			
G CUSTOMER STATES VEHICLE SHAKES AROUND 35 MPH			
NPF NO PROBLEM FOUND			
8427 BROWN,WADE AARON LIC#: 8427			
ISPOL			
6361 ROAD TESTED FOR VIBRATION NPF			(N/C)
**********			

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CUSTOMER SIGNATURE

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

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CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

2:30

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	BERRY FOX 103	[redacted]	03/16/05	[redacted]
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		6469	/	[redacted]
	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	05/FORD TRUCK/F250/TRK		10/11/04	69
JEANNETTE, PA [redacted]	VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	1FTSW21585E [redacted]			
	F. T. E. NO.		R. O. DATE	
			02/22/05	
	COMMENTS			
	[redacted]			

LABOR & PARTS

J# 1 46FOZ01 WHEEL/TIRE CONCERN TECH(S):42 WARRANTY

CUSTOMER STATES BETWEEN 35-40 MPH THERE IS A VIBRATION.
CHECK AND ADVISE
VERIFIED CUSTOMER CONCERN. ROAD FORCED BALANCED ALL FOUR TIR
ES. REMOVED SHIMES ABOVE CARRIER BEARING. VIBRATION NOT AS
SEVERE. REMOVED AND REPLACED DRIVESHAFT. ROAD TESTED OK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	2	-56761-S2	BOLT-7/-137110		WARRANTY
JOB # 1	1	2C3Z-4R602-EY	SHAFT A-736339		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 45FOZ STEERING/SU... TECH(S):42 INTERNAL

CUSTOMER STATES ... FROM
THE UNDERNEATH ...
COULD NOT DU...

PARTS	QTY	FP N...	DESCRIPTION	UNIT PRICE	
				PARTS	0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

J# 3 46FOZ02 ...IRE CONCERN TECH(S):42 INTERNAL

CU... AT SLOW SPEEDS THERE IS A NOISE FROM DRIVER ...
RE... CK AND ADVISE A
CO... LICATE CUSTOMER CONCERN AT THIS TIME.

PARTS	QTY	...ER	DESCRIPTION	UNIT PRICE	
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

J# 4 46FOZ .../TIRES TECH(S):42 INTERNAL

CU... S WHEN TURNING RIGHT OR LEFT SLOWLY FRONT ...
MU... KE ITS IN 4X4 CHECK AND ADVICE
COU... ATE CUSTOMER CONCERN AT THIS TIME.

PARTS	QTY	...ER	DESCRIPTION	UNIT PRICE	
			JOB # ... TOTAL PARTS		0.00
			JOB # ... TOTAL LABOR & PARTS		0.00

J# 5 11FOZ01 ENGI... TECH(S):... INTERNAL

CUSTOMER STATE...
CHECK AND ADVISE
COULD NOT DUPLICATE ...

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # ... TOTAL PARTS		0.00
			JOB # ... TOTAL LABOR & PARTS		0.00

PAGE 1 OF 3 CUSTOMER COPY [CONTINUED ON NEXT PAGE]

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

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3. Med. Duty Truck Shop
4. Extended Evening Hours
5. Complete Body Shop
6. Discount Rentals
7. Fast Lube
8. Genuine Ford Parts
9. Saturday Hours
10. We Service Most Cars & Trucks

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The Davies Team

NORTH AMERICAN CUSTOMER EXCELLENCE

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CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	BERRY FOX 103	[redacted]	03/16/05	[redacted]
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE: 6469		COLOR: /	
	YEAR / MAKE / MODEL: 05/FORD TRUCK/F250/TRK		DELIVERY DATE: 10/11/04	DELIVERY MILES: 69
JEANNETTE, PA [redacted]	VEHICLE I.D. NO.: 1FTSW21585E[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. [redacted]		R.O. DATE: 02/22/05	
RESIDENCE PHONE: [redacted]	BUSINESS PHONE	COMMENTS		

LABOR & PARTS

J# 6 30FOZ01 AUTO TRANS CONCERN TECH(S): 42 INTERNAL

CUSTOMER STATES WHEN IN 4X4 THERE SEEMS TO BE A WHINNING NOISE.CHECK AND ADVISE
VERIFIED THERE IS A NOISE IN DRIVELINE WHEN 4X4 ENGAGED. NORMAL CHARACTERISTIC OF THE VEHICLE.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 6 TOTAL PARTS		0.00
			JOB # 6 TOTAL LABOR & PARTS		0.00

J# 7 30FOZ02 AUTO TRANS CONCERN TECH(S): 42 INTERNAL

CUSTOMER STATES WHEN TRUCK [illegible] THERE IS A CLUNK NOISE.CHECK AND [illegible] COULD NOT DUPLICAT[illegible]

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # [illegible] TOTAL PARTS		0.00
			JOB # [illegible] TOTAL LABOR & PARTS		0.00

J# 8 60FOZ01 [illegible] TECH(S): [illegible] WARRANTY

CUST[illegible]EN MOVING THE STEERING WHEEL RIGHT TO LEF[illegible] SQEAK.CHECK AND ADVISE
VER[illegible]ER CONCERN. FOUND NOISE COMING FROM SEAL ST[illegible] THRU THE FIREWALL. REMOVED STEERING COL[illegible] IN[illegible] SEAL AT FIREWALL. AND REINSTALLED STEERING CO[illegible] TESTED OK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 8		8D677-A	SEAL 159310		WARRANTY
			JOB # 8 [illegible] PARTS		0.00
			JOB # 8 TOTAL [illegible] PARTS		0.00

J# 9 30FOZZ AUTO TRANS CONCERN TECH(S): 42 INTERNAL

CUST[illegible] THERE SEEMS TO BE A DELAYED SHIFT FROM [illegible] TRA[illegible]K AND ADVISE
COUL[illegible] DUPLICATE CUSTOMER CONCERN AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # [illegible] TOTAL PARTS		0.00
			[illegible] TOTAL LABOR & PARTS		0.00

J#10 46FOZZ WHEEL/[illegible] WARRANTY

CUSTOMER STATES [illegible] CUTTER EDGE.CHECK AND ADVISE
VERIFIED CUSTOMER CONCERN. [illegible] OFF. SET FRONT TO E AND CENTER STEERING WHEEL. ALSO REPLACED BOTH FRONT TIRES. ROAD TESTED OK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 10	2	9004-78589	LT265/7 [illegible]		WARRANTY

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

DAVIES CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. Extended Evening Hours
5. Complete Body Shop
6. Discount Rentals
7. Fast Lube
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TELEPHONE: (724) 628-2720

CUSTOMER NO. [redacted]	ADVISOR: BERRY FOX 103	TAG NO. [redacted]	INVOICE DATE: 03/16/05	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 6469	COLOR: /
	YEAR / MAKE / MODEL: 05/FORD TRUCK/F250/TRK		DELIVERY DATE: 10/11/04	DELIVERY MILES: 69
JEANNETTE, PA [redacted]	VEHICLE I.D. NO.: 1FTSW21585E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	R. O. DATE: 02/22/05	
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS		

JOB # 10 TOTAL PARTS 0.00

JOB # 10 TOTAL LABOR & PARTS 0.00

J#11 99FOZ99P MULTI-POINT INSPECTI TECH(S) 42 0.00

PERFORM OCM MULTI-POINT INSPECTION
PERFORMED DURING EVERY SERVICE
MULTI-POINT INSPECTION COMPLETED.

PARTS------QTY---FP-NUMBER---------DESCRIPTION---------UNIT PRICE-

JOB # 11 TOTAL PARTS 0.00

JOB # 11 TOTAL LABOR & PARTS 0.00

J#12+99FOZGBK BRAKE TECH(S) 42 INTERNAL

BRAKES CHECKED AND

PARTS------QTY---FP-NUMBER---------DESCRIPTION---------UNIT PRICE-

JOB # 12 TOTAL PARTS 0.00

JOB # 12 TOTAL LABOR & PARTS 0.00

J#13+99FOZGTIRE TECH(S) 42 INTERNAL

CHECK

PARTS------QTY---FP-NUMBER---------DESCRIPTION---------UNIT PRICE-

JOB # 13 TOTAL PARTS 0.00

JOB # 13 TOTAL LABOR & PARTS 0.00

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL MISC	0.00
TOTAL TAX	0.00
TOTAL SERVICE $	0.00

[ ] CASH [ ] CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] DINERS CLUB [ ] CHARGE

THANK YOU FOR YOUR BUSINESS

LABOR RATE VARIES BASED ON [illegible]
FROM $32.50 TO $79.00 PER HOUR

CUSTOMER SIGNATURE

PAGE 3 OF 3 CUSTOMER COPY [END OF INVOICE]

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ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

DAVIES CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. Extended Evening Hours
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CUSTOMER NO. [redacted]	ADVISOR: LISA LOGAN 77	TAG NO. [redacted]	INVOICE DATE: 04/15/05
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 7358
	YEAR / MAKE / MODEL: 05/FORD TRUCK/F250/TRK		COLOR: /
	VEHICLE I.D. NO.: 1FTSW21585E [redacted]		DELIVERY DATE: 10/11/04
JEANNETTE, PA [redacted]	P.T.E. NO.		SELLING DEALER NO.
			R.O. DATE: 04/05/05
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS	PRODUCTION DATE
			STOCK NO. [redacted]

LABOR & PARTS

J# 1 99FOZ99P	MULTI-POINT INSPECTI	TECH(S):42	INTERNAL
	PERFORM OCM MULTI-POINT INSPECTION PERFORMED DURING EVERY SERVICE MULTI-POINT INSPECTION COMPLETED		
		JOB # 1 TOTAL LABOR & PARTS	0.00
J# 2 10FOZ01	DRIVEABILITY CONCERN	TECH(S):42	WARRANTY
	CUSTOMER STATES VIB MOSTLY OVER BUMPS CANNOT VERIFY CONCERN AT THIS TIME TECHNICIAN AND ASSISTANT SERV MANAGER TEST DROVE 2 OTHER VEH ON LOT/TRUCKS ROAD THE SAME		
		JOB # 2 TOTAL LABOR & PARTS	0.00

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANK YOU FOR YOUR BUSINESS!!

LABOR RATE VARIES BASED ON JOB CLASSIFICATION FROM $32.50 TO $79.00 PER HOUR

CUSTOMER SIGNATURE

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Cust

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History Report for Vehicle: 5EA28510

Customer#: [redacted]
Customer Name: [redacted]

RO Number: [redacted]

Open Date: 01/04/05 Mileage: 3874 Service Logon: KRF-S
Close Date: 01/05/05 SA Number: 7928 Cashier: susanf
Comments: CUSTOMER GONE

Line Code: A Comeback: N Booker ID: 7928
Complaint: 1P CHANGE ENGINE OIL AND FILTER

Labor Type: CPM Technician Number: 8427
Op Code: 1P Comeback RO Number:
Description: CHANGE ENGINE OIL AND FILTER
Labor$: 18.55
Parts$: 15.20
Miscellaneous$: 0.00

Labor Type: CCF13 Technician Number:
Op Code: 9997 Comeback RO Number:
Description: MISC. SHOP CHARGES
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: -35.75

Line Code: B Comeback: N Booker ID: 6329
Complaint: DFR2 CUSTOMER STATES AFTER DRIVING THE VEHICLE AND AT SPEEDS IT SOUND LIKE SOMETHING IS OVERHEATING UNDER THE TRUCK
Cause: 3871 ROAD TESTED TO CK VEHICLE FOR OVERHEATING CK COOLANT LEVEL OK MOINTOR COOLANT SENSOR PID OK IN SPECS NORMAL CONDITION AFTER DRIVING 5

Labor Type: W94 Technician Number: 8427
Op Code: NPF Comeback RO Number: [redacted]
Description: NO PROBLEM FOUND
Labor$: 34.36 Failed Part Number: NPF
Parts$: 0.00 Failed Code: E23 82
Miscellaneous$: 0.00 Failed Part Quantity:

Line Code: C Comeback: N Booker ID: 7928
Complaint: MISC INSTALL REMOTE STARTER

Labor Type: IWEO Technician Number: 8427
Op Code: MISC Comeback RO Number:
Description: MISCELANIUS REPAIR
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: D Comeback: N Booker ID: 7928
Complaint: 99P PERFORM MULTI-POINT INSPECTION

Labor Type: ISPOL Technician Number: 8427
Op Code: 99P Comeback RO Number:
Description: PERFORM MULTI-POINT INSPECTION
Labor$: 0.00

History Report for Vehicle: 5EA28510

Customer#: [redacted]
Customer Name: [redacted]

Parts$: 0.00
Miscellaneous$: 0.00

Line Code: E Comeback: Y Booker ID: 6329
Complaint: TM2 CUSTOMER STATES BOTH FENDER EMBLEMS PEELING SOP
Cause: 3874 REPLACE BOTH FENDER EMBLEMS - PEELING.

Labor Type: W94 Technician Number: 8888
Op Code: NL Comeback RO Number:
Description: NO LABOR OPERATION FOR THIS REPAIR
Labor$: 0.00 Failed Part Number: 5C3Z*16720*EB
Parts$: 30.24 Failed Code: B66 33
Miscellaneous$: 0.00 Failed Part Quantity:

Story for Line A, Version Number 1
3871 LOF

Story for Line B, Version Number 1
3871 ROAD TESTED TO CK VEHICLE FOR OVERHEATING CK COOLANT LEVEL OK MOINTOR COOLANT SENSOR PID OK IN SPECS NORMAL CONDITION AFTER DRIVING 5 MILES

Story for Line C, Version Number 1
3871 SUBLET REMOTE START

Story for Line D, Version Number 1
3871 DONE

Story for Line E, Version Number 1
3874 SUBLET

Story for Line E, Version Number 2
3874 REPLACE BOTH FENDER EMBLEMS - PEELING.

Estimate Information
Labor:
Parts:
Miscellaneous: 24.99
Lube:
Sublet:
Tax:
Total: 24.99
Date/Time: 01/04/05 07:09:34
Changed By: 7928 CLOSE,ROBERT
Contacted:

History Report for Vehicle: 5EA28510

Customer#: [redacted]
Customer Name: [redacted]

RO Number: [redacted]

Open Date: 12/01/04 Mileage: 2522 Service Logon: KRF-S
Close Date: 12/30/04 SA Number: 7928 Cashier: susanf
Comments: CUSTOMER GONE

Line Code: A Comeback: Y Booker ID: 6329
Complaint: ENG2 CUSTOMER STATES RINGIN NOISE COMING FROM ENGINE AREA
Cause: 2522 NVH DIAG R&R SERP BELT FAN & WATER PUMP PULLEY TO PINPOINT NOISE COMING FROM ENGINE AREA FOUND EXTRA WATER PUMP BOLT ROLLING AROUND B

Labor Type: W94 Technician Number: 8427
Op Code: MT8501 Comeback RO Number:
Description: NO LABOR OPERATION
Labor$: 68.72 Failed Part Number: 8501
Parts$: 0.00 Failed Code: N50 33
Miscellaneous$: 0.00 Failed Part Quantity:

Line Code: B Comeback: Y Booker ID: 6329
Complaint: DFR2 CUSTOMER STATES THERE IS A VIBRATION IN REAR OF VEHICLE BETWEEN 35 AND 60 MPH

Labor Type: ISPOL Technician Number: 8427
Op Code: NWP Comeback RO Number:
Description: NO WORK PERFORMED
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: C Comeback: Y Booker ID: 6329
Complaint: ENG2 CUSTOMER STATES THERE IS A KNOCKING NOISE COMING FROM ENGINE WHEN THERE IS A LIGHT ACCELERATION ON THE GAS

Labor Type: ISPOL Technician Number: 8427
Op Code: NPF Comeback RO Number: [redacted]
Description: NO PROBLEM FOUND
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: D Comeback: Y Booker ID: 6329
Complaint: DFR2 CUSTOMER STATES THERE IS A CLUNK NOISE IN REAR WHEN PULLING OUT AND OR WHEN PUTTING INTO GEAR

Labor Type: ISPOL Technician Number: 8427
Op Code: NPF Comeback RO Number: [redacted]
Description: NO PROBLEM FOUND
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: E Comeback: Y Booker ID: 6329
Complaint: SUS CUSTOMER STATES THERE IS SOMETHING LOOSE UNDER TRUCK WHEN GOING OVER BUMPS SINCE LAST VISIT
Cause: 2522 CK FOR NOISE UNDER TRUCK TIGHTEN ALL SHOCK BOLT AND STEERING & FRT END BOLTS,TRANS MOUNT BOLTS ROAD TESTED OK

Customer#: [redacted]
Customer Name: [redacted]

Labor Type: W94 Technician Number: 8427
Op Code: 18124AT Comeback RO Number:
Description: SHOCK ABSORBER-FRONT - REPLACE (18124) - L
Labor$: 27.49 Failed Part Number: 18124
Parts$: 0.00 Failed Code: N50 33
Miscellaneous$: 0.00 Failed Part Quantity:

Line Code: F Comeback: N Booker ID: 7928
Complaint: 99P PERFORM MULTI-POINT INSPECTION

Labor Type: ISPOL Technician Number: 4444
Op Code: 99P Comeback RO Number:
Description: PERFORM MULTI-POINT INSPECTION
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Story for Line A, Version Number 1
2522 NVH DIAG R&R SERP BELT FAN & WATER PUMP PULLEY TO PINPOINT NOISE COMING FROM ENGINE AREA FOUND EXTRA WATER PUMP BOLT ROLLING AROUND BEHIND WATER PUMP PULLEY REMOVED BOLT INSTALLED WATER]PUMP PULLEY & FAN & BELT STARTED ENGINE OK

Story for Line C, Version Number 1
2522 CK ENGINE FOR KNOCKING NOISE NPF NORMAL CONDITION

Story for Line D, Version Number 1
2522 ROAD TESTED TO HEAR CLUNKING NOISE WHEN PULLING OUT NPF

Story for Line E, Version Number 1
2522 CK FOR NOISE UNDER TRUCK TIGHTEN ALL SHOCK BOLT AND STEERING & FRT END BOLTS,TRANS MOUNT BOLTS ROAD TESTED OK

Story for Line F, Version Number 1
2522 DONE

History Report for Vehicle: 5EA28510

Customer#: [redacted]
Customer Name: [redacted]

RO Number: [redacted]

Open Date: 11/17/04 Mileage: 2125 Service Logon: KRF-S
Close Date: 11/19/04 SA Number: 7928 Cashier: rona
Comments: CUSTOMER WILL PICK UP LATER

Line Code: A Comeback: Y Booker ID: 6329
Complaint: DFR2 CUSTOMER STATES THERE IS A RUMMBLE WHILE DRIVING COMING FROM THE REAR OF TRUCK
Cause: 2125 ROTATE & BALANCE 4 TIRES ROAD TEST STILL HAD VIBRATION NEEDS TIRES.

Labor Type: W94 Technician Number: 8427
Op Code: 1007D Comeback RO Number:
Description: ROTATIONAL NOISE/VIBRATION/HARSHNESS - DIAGNOSIS - L
Labor$: 48.10 Failed Part Number: ALBAL
Parts$: 0.00 Failed Code: N51 D9
Miscellaneous$: 0.00 Failed Part Quantity:

Labor Type: W94 Technician Number: 8427
Op Code: 1007D3T Comeback RO Number:
Description: TIRE AND WHEEL - BALANCE (ALBAL/FRBAL/RRBAL) - L
Labor$: 54.98
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: B Comeback: Y Booker ID: 6329
Complaint: ENG2 CUSTOMER STATES THERE IS A RINING SOUND COMING FROM THE ENGINE AREA

Labor Type: ISPOL Technician Number: 8427
Op Code: INFO Comeback RO Number:
Description: INFORMATION ONLY
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: C Comeback: Y Booker ID: 6329
Complaint: SUS CUSTOME RSTATES FROM LAST VISIT NOW HE HAS A BUMPING SOUND COMING FROM REAR OF VEHICLE WHEN GOING OVER BUMPS

Labor Type: ISPOL Technician Number: 8427
Op Code: NPF Comeback RO Number:
Description: NO PROBLEM FOUND
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: D Comeback: Y Booker ID: 6329
Complaint: ENG2 CUSTOMER STATES ENGINE HAS A WHINING SOUND TO IT

Labor Type: ISPOL Technician Number: 8427
Op Code: NPF Comeback RO Number:
Description: NO PROBLEM FOUND
Labor$: 0.00
Parts$: 0.00

Customer#: [redacted]
Customer Name: [redacted]

Miscellaneous$: 0.00

Line Code: E Comeback: Y Booker ID: 6329
Complaint: STR CUSTOMER STATES STEERING WHEEL SHAKES WHEN TURNING LEFT OR RIGHT

Labor Type: ISPOL Technician Number: 8427
Op Code: NPF Comeback RO Number:
Description: NO PROBLEM FOUND
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: F Comeback: N Booker ID: 3259
Complaint: 99P PERFORM MULTI-POINT INSPECTION

Labor Type: ISPOL Technician Number: 8427
Op Code: 99P Comeback RO Number:
Description: PERFORM MULTI-POINT INSPECTION
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: ISPOL Technician Number: 8427
Op Code: GBK Comeback RO Number:
Description: BRAKES CHECKED AND O.K.
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: ISPOL Technician Number: 8427
Op Code: GTIRE Comeback RO Number:
Description: TIRES CHECKED AND O.K.
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Story for Line A, Version Number 1
2125 ROTATE & BALANCE 4 TIRES ROAD TEST STILL HAD VIBRATION NEEDS TIRES.

Story for Line B, Version Number 1
2125 DONE

Story for Line C, Version Number 1
2125 NPF

Story for Line D, Version Number 1
2125 NPF

Story for Line E, Version Number 1
2125 CK FOR STEERING WHEEL SQUEAKING NPF

Story for Line F, Version Number 1
2125 DONE

Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21585E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	T/F - FORD DIVISION DERIVATIVE	**Navis Eng Serial No:**	290704111109
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	06-AUG-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	144492 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*

Arrival Date:	14-AUG-2004	**Red Carpet Lease:**	*		
Sale Date:	30-SEP-2004	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	30-SEP-2004	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	30-SEP-2004	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAMD - 4.10 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNBFQ - ARIZONA BEIGE #2
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000BY - MEDIUM PEBBLE	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	D	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDR[redacted]	**RF:**	M3AHDR213004
LR:	M3AHDR[redacted]	**RR:**	M3AHDR213004
LI:	*	**RI:**	*

SPARE: M3AHDP212404 **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	F
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MSE
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

Any comments? You can contact



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STANDARD CLAIMS LIST

AWS Online Report

Run Date: 06-JUL-2005
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21585[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	06-08-04	30-09-04	144492	USA	1	*	5K04	*	RRBAL	*	S11	V44	K03	D9
AWS Claim Key:	132044	**Doc #:**	10264302		**Trx Code:**		2	**Labor Hrs:**		.8	**Labor Cost:**		49.36	**Material Cost:**		0	**Total Cost:**		49.36				
Dlr Cd-Sub Cd:	07329-*	**Name:**	DAVIES FORD				**Ph:**	724-6282720		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	27-OCT-2004		**DIST(Mile):**	962		
Cust Comments:	CUSTOMER STATES VIB BETWEEN 30 AND 40 MPH																						
Tech Comments:	VERIFIED CUSTOMER CONCERN. FOUND REAR TIRES OUT OF BALANCE. BALANCED REAR TIRES AND ROAD TESTED OK.																						

1FTSW21585[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	06-08-04	30-09-04	144492	USA	2	*	5H02	EOTZ	4A209	A	S10	V89	N23	42
AWS Claim Key:	145404	**Doc #:**	638056A		**Trx Code:**		2	**Labor Hrs:**		2.2	**Labor Cost:**		151.18	**Material Cost:**		115.94	**Total Cost:**		267.12				
Dlr Cd-Sub Cd:	07350-*	**Name:**	KENNY ROSS FORD				**Ph:**	724-8643601		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	04-NOV-2004		**DIST(Mile):**	1665		
Cust Comments:	CUSTOMER STATES THERE IS A RUMBLE WHEN DRIVING POSSIBLE IN REAR OF VEHICLE.																						
Tech Comments:	1665 ROAD TEST TO VERIFY CONCERN INSTALLED ONE SHIM INSTALL SEECOND SHIM AND ROAD TEST INSTALL 3 ROAD TEST AFTER INSTALLING 3 SHIM & ROAD TEST OK OPERATION 042207C																						

1FTSW21585[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	06-08-04	30-09-04	144492	USA	2	*	5K04	*	ALBAL	*	S05	V39	N51	D9
AWS Claim Key:	167214	**Doc #:**	638632A		**Trx Code:**		2	**Labor Hrs:**		1.5	**Labor Cost:**		103.08	**Material Cost:**		0	**Total Cost:**		103.08				
Dlr Cd-Sub Cd:	07350-*	**Name:**	KENNY ROSS FORD				**Ph:**	724-8643601		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	17-NOV-2004		**DIST(Mile):**	2125		
Cust Comments:	CUSTOMER STATES THERE IS A RUMMBLE WHILE DRIVING COMING FROM THE REAR OF TRUCK																						
Tech Comments:	2125 ROTATE & BALANCE 4 TIRES ROAD TEST STILL HAD VIBRATION NEEDS TIRES.																						

1FTSW21585[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	06-08-04	30-09-04	144492	USA	3	*	1G02	*	8501	*	S05	V39	N50	33
AWS Claim Key:	250615	**Doc #:**	639226A		**Trx Code:**		2	**Labor Hrs:**		1	**Labor Cost:**		68.72	**Material Cost:**		0	**Total Cost:**		68.72				
Dlr Cd-Sub Cd:	07350-*	**Name:**	KENNY ROSS FORD				**Ph:**	724-8643601		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	01-DEC-2004		**DIST(Mile):**	2522		
Cust Comments:	CUSTOMER STATES RINGIN NOISE COMING FROM ENGINE AREA																						
Tech Comments:	2522 NVH DIAG R&R SERP BELT FAN & WATER PUMP PULLEY TO PINPOINT NOISE COMING FROM ENGINE AREA FOUND EXTRA WATER PUMP BOLT ROLLING AROUND BEHIND WATER PUMP PULLEY REMOVED BOLT INSTALLED WATER PUMP PULLEY FAN AND BELT STARTED ENGINE OK																						

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 3 * 5J01 * 18124 * S05 V39 N50 33

AWS Claim Key: 250614 **Doc #:** 639226E **Trx Code:** 2 **Labor Hrs:** .4 **Labor Cost:** 27.49 **Material Cost:** 0 **Total Cost:** 27.49

Dlr Cd-Sub Cd: 07350-* **Name:** KENNY ROSS FORD **Ph:** 724-8643601 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-DEC-2004 **DIST(Mile):**2522

Cust Comments: CUSTOMER STATES THERE IS SOMETHING LOOSE UNDER TRUCK WHEN GOING OVER BUMPS SINCE LAST VISIT

Tech Comments: 2522 CK FOR NOISE UNDER TRUCK TIGHTEN ALL SHOCK BOLT AND STEERING & FRT END BOLTS,TRANS MOUNT BOLTS ROAD TESTED OK

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 4 * 1F88 * NPF * S11 V44 E23 82

AWS Claim Key: 261232 **Doc #:** 640599B **Trx Code:** 2 **Labor Hrs:** .5 **Labor Cost:** 34.36 **Material Cost:** 0 **Total Cost:** 34.36

Dlr Cd-Sub Cd: 07350-* **Name:** KENNY ROSS FORD **Ph:** 724-8643601 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-JAN-2005 **DIST(Mile):**3871

Cust Comments: CUSTOMER STATES AFTER DRIVING THE VEHICLE AND AT SPEEDS IT SOUND LIKE SOMETHING IS OVERHEATING UNDER THE TRUCK

Tech Comments: 3871 ROAD TESTED TO CK VEHICLE FOR OVERHEATING CK COOLANT LEVEL OK MOINTOR COOLANT SENSOR PID OK IN SPECS NORMAL CONDITION AFTER DRIVING 5 MILES

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 4 * 6N04 5C3Z 16720 EB S07 V75 B66 33

AWS Claim Key: 261233 **Doc #:** 640599E **Trx Code:** 2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 30.24 **Total Cost:** 30.24

Dlr Cd-Sub Cd: 07350-* **Name:** KENNY ROSS FORD **Ph:** 724-8643601 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-JAN-2005 **DIST(Mile):**3871

Cust Comments: CUSTOMER STATES BOTH FENDER EMBLEMS PEELING SOP

Tech Comments: 3874 REPLACE BOTH FENDER EMBLEMS PEELING.

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 5 * 6N04 F81Z 9942528 DB S07 V75 B66 33

AWS Claim Key: 450693 **Doc #:** 642566A **Trx Code:** 2 **Labor Hrs:** .2 **Labor Cost:** 13.74 **Material Cost:** 30.91 **Total Cost:** 44.65

Dlr Cd-Sub Cd: 07350-* **Name:** KENNY ROSS FORD **Ph:** 724-8643601 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**14-FEB-2005 **DIST(Mile):**6361

Cust Comments: CUSTOMER STATES EMBLEM ON REAR OF TRUCK PEELING

Tech Comments: 6361 ORDERED REAR TAIL GATE EMBLEM REPLACE TAILGATE EMBLEM

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 5 * 5G88 * NPF * S05 V39 N50 82

AWS Claim Key: 450694 **Doc #:** 642566F **Trx Code:** 2 **Labor Hrs:** .4 **Labor Cost:** 27.49 **Material Cost:** 0 **Total Cost:** 27.49

Dlr Cd-Sub Cd: 07350-* **Name:** KENNY ROSS FORD **Ph:** 724-8643601 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**14-FEB-2005 **DIST(Mile):**6361

Cust Comments: CUSTOMER STATES THERE IS A WHINING NOISE WHEN VEHICLE IS IN 4WHEEL DRIVING

Tech Comments: 6361 CK FOR WHINING NOISE IN 4 WHEEL DRIVE NORMAL CONDITION

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 5 * 5C01 2C3Z 4R602 EY S10 V89 N22 42

AWS Claim Key: 532699 **Doc #:** 10553801 **Trx Code:** 2 **Labor Hrs:** .5 **Labor Cost:** 30.85 **Material Cost:** 537.68 **Total Cost:** 568.53

Dlr Cd-Sub Cd: 07329-* **Name:** DAVIES FORD **Ph:** 724-6282720 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**22-FEB-2005 **DIST(Mile):**6469

Cust Comments: CUSTOMER STATES BETWEEN 35 40 MPH THERE IS A VIBRATION CHECK AND ADVISE

Tech Comments: VERIFIED CUSTOMER CONCERN. ROAD FORCED BALANCED ALL FOUR TIR ES. REMOVED SHIMES ABOVE CARRIER BEARING. VIBRATION NOT AS SEVERE. REMOVED AND REPLACED DRIVESHAFT. ROAD TESTED OK.

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 5 * 5R01 5C3Z 3D677 A S10 V87 N58 42

AWS Claim Key: 532698 **Doc #:** 10553808 **Trx Code:** 2 **Labor Hrs:** 1.1 **Labor Cost:** 67.87 **Material Cost:** 8.34 **Total Cost:** 76.21

Dlr Cd-Sub Cd: 07329-* **Name:** DAVIES FORD **Ph:** 724-6282720 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**22-FEB-2005 **DIST(Mile):**6469

Cust Comments: CUSTOMER STATES WHEN MOVING THE STEERING WHEEL RIGHT OR LEFT THERE ISD A SQEAK.CHECK AND ADVISE

Tech Comments: VERIFIED CUSTOMER CONCERN. FOUND NOISE COMING FROM SEAL FOR STEERING COLUMN THRU THE FIREWALL. REMOVED STEERING COLUMN, INSTALLED NEW SEAL AT FIREWALL, AND REINSTALLED STEERING COLUMN. ROAD TESTED OK.

1FTSW21585[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 5 * 5G05 * FRONT * S10 V89 H62 W6

AWS Claim Key: 539055 **Doc #:** 10553810 **Trx Code:** 2 **Labor Hrs:** 1.4 **Labor Cost:** 86.38 **Material Cost:** 326.43 **Total Cost:** 412.81

Dlr Cd-Sub Cd: 07329-* **Name:** DAVIES FORD **Ph:** 724-6282720 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**22-FEB-2005 **DIST(Mile):**6469

Cust Comments: CUSTOMER STATES FRONT TIRES SEEM TO BE WEARING ON OUTTER EDGE.CHECK AND ADVISE

Tech Comments: VERIFIED CUSTOMER CONCERN. FOUND FRONT TOE OFF. SET FRONT TO E AND CENTER STEERING WHEEL. ALSO REPLACED BOTH FRONT TIRES. ROAD TESTED OK.

1FTSW21585E[redacted] F7 T/F7 T/F T/BC T/BD T/E A1 T/TQ T/WX 06-08-04 30-09-04 144492 USA 7 * 5U88 * NPF * S10 V89 N22 42

AWS Claim Key: 747282 **Doc #:** 10668002 **Trx Code:** 2 **Labor Hrs:** 1.5 **Labor Cost:** 92.55 **Material Cost:** 0 **Total Cost:** 92.55

Dlr Cd-Sub Cd: 07329-* **Name:** DAVIES FORD **Ph:** 724-6282720 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-APR-2005 **DIST(Mile):**7358

Cust Comments: CUSTOMER STATES VIB MOSTLY OVER BUMPS

Tech Comments: CANNOT VERIFY CONCERN AT THIS TIME TECHNICIAN AND ASSISTANT SERV MANAGER TEST DROVE 2 OTHER VEH ON LOT TRUCKS ROAD THE SAME

Any comments? You can contact



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STATE OF NORTH CAROLINA **HENDERSON COUNTY**	)	**IN THE GENERAL COURT OF JUSTICE** **SUPERIOR COURT DIVISION**
[redacted] **Plaintiff,**	)	**File No:** [redacted]
V.	)	
FORD MOTOR COMPANY, a Delaware Corporation, and **MAC EASLER FORD, INC.** a North Carolina Corporation, Jointly and Severally, **Defendants**.	)	**COMPLAINT**

The Plaintiff, complaining of the defendants, alleges and says:

COMPLAINT

1. Plaintiff is a resident of the City of Barnardsville, Buncombe County, North Carolina.

2. Defendant, Ford Motor Company, (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of North Carolina and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford vehicles and related equipment, with its registered office located at 225 Hillsborough Street, in the City of Raleigh, Wake County, North Carolina.

3. Defendant, Mac Easler Ford, Inc. (hereinafter referred to as "Seller"), is a North Carolina Corporation authorized to do business in the State of North Carolina and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was

engaged in the business of selling and servicing Manufacturer's cars in the in the City of Hendersonville, Henderson County, North Carolina.

4. On or about April 22, 2005, Plaintiff purchased a new 2005 Ford F-350 VIN: 1FTWW33P25E[redacted](hereinafter referred to as "2005 F-350"), from the Seller which was manufactured and/or sold or distributed by the Manufacturer (see copy of the Purchase Agreement attached as Exhibit A).

5. Along with the sale of the 2005 F-350, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

6. Plaintiff have taken the 2005 F-350 to the Manufacturer's authorized agents/dealers, including Seller, on at least six (6) separate occasions and the vehicle has been out of service due to repairs for at least one-hundred seven (107) days (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2005 F-350 include the following:

Date	Days	Mileage	Invoice	#Complaint
8/3/05	50	11,397	[redacted]	**Alignment:** Vehicle pulls to the left while driving. (Corrected caster camber and toe in.) **Windshield wipers:** Windshield wipers are not working properly. (Replace wiper blades.) **Fender:** Right hand fender sticks out at door.

Noise: Noise from left front when climbing a hill under load.

Front Suspension: Left front wheel shimmies when hitting bumps going around curves. (Rotate and balance dual.)

Rear Suspension: There is a bouncing from the rear when traveling at 72 mph. (Please check rear tires, it doesn't seem to come from the front at all.)

Brakes: Front brakes still squeak.

Weather strip: Rear door weather strip is sticking out at the top rear corner of truck. Also, that same door doesn't sit flush like the other side a the bottom. (Replace weather strip.)

9/29/05	7	11,979	[redacted]	**Brakes:** Brake noise in the front when applied. (Remove both wheels and check rotors. Excessive run out. Machine both front rotors.)
				Engine: Engine lacks power. Check for reprogram.
1/19/06	35	21,238		**Water-in-fuel light:** Water in fuel light is on. (Installed newly designed wiring harness.)

Side marker light: Left rear side marker light is loose. (Replaced left rear marker light assembly.)

Tag light: Left tag light cover fell off. (Replaced tag light cover.)

Splash shield: Right rear splash shield is missing push pins. (Installed three pins.)

				Vibration: There is a vibration around 40 mph. (Replace drive shaft assembly.) **Recall:** Perform recall 05E15. **Recall**: Perform recall 59B01.
2/14/06	10	24,190	[redacted]	**Recall:** Performed recall 05B32. Coolant degas bottle label installation and coolant level adjustment. **Noise:** Wind noise coming from right side doors while driving. **Engine:** Engine seems to have less power. (Could not duplicate noise.) **Recall:** Performed recall 05E15 Pressure sensor replacement, on-board diagnostic system and engine control modules re-calibration. **Brakes:** There is a vibration when braking. (Replace both front calipers. Machine front rotors.) **Suspension:** Vehicle feels like it is bottoming out when going over bumps. (Could not duplicate problem.) **Oil leak:** Customer thinks there is an oil leak at the rear main seal. (Added oil dy. No leak found at this time.) **Vibration:** There is a vibration that seems to be coming from the engine area on deceleration around 52 mph. (Could not duplicate problem.)
4/21/06	4	30,388	[redacted]	**Front light:** Spider crack throughout passenger's side front light lens. (Replace headlamp assembly.)

7/5/06	1	33,702	[redacted]	**Vibration:** Vehicle has a bad vibration. (Technician states tires should be replaced and alignment. May also be helpful to use vibration analyzer not currently available at this dealership.)

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

8. The amount in controversy exceeds TEN THOUSAND DOLLARS ($10,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

FIRST CLAIM FOR RELIEF
BREACH OF EXPRESS WARRANTY

9. The allegations contained in paragraph 1 through 8 above are re-alleged and incorporated herein.

10. Plaintiff is a "buyer" under the North Carolina Uniform Commercial Code § 25-2-103(a).

11. Manufacturer and Seller are "sellers" under the North Carolina Uniform Commercial Code § 25-2-103(d).

12. The 2005 F-350 constitutes "goods" under the North Carolina Uniform Commercial Code § 25-2-105(1).

13. This is a "transaction in goods", to which N.C.G.S.. § 25-2-102 is applicable.

14. Plaintiff's purchase of the 2005 F-350 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2005 F-350 free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2005 F-350 had defects and problems after Plaintiff purchased the vehicle as discussed above.

17. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2005 F-350 .

19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

20. The Manufacturer and Seller have failed to adequately repair the 2005 F-350 and/or have not repaired the 2005 F-350 in a timely fashion, and the 2005 F-350 remains in a defective condition.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2005 F-350's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to N.C.G.S. § 25-2-

719(2); and/or the above remedy is not the exclusive remedy under N.C.G.S. § 25-2-719(1)(b).

22. The 2005 F-350 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2005 F-350.

24. The Manufacturer and Seller induced Plaintiff's acceptance of the 2005 F-350 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects that had not been or could not have been discovered prior to acceptance.

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2005 F-350 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2005 F-350 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to N.C.G.S. §§ 25-2-313, 25-2-711, 25-2-714, and 25-2-715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For incidental, consequential and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. For such other relief this Court deems appropriate.

SECOND CLAIM FOR RELIEF
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

28. The allegation contained in paragraph 1 through 27 above are re-alleged and incorporated herein.

29. The Manufacturer and Seller are "merchants" with respect to automobiles under the North Carolina Uniform Commercial Code § 25-2-104.

30. Pursuant to N.C.G.S. § 25-2-314, the defendant impliedly warranted that the 2005 F-350 would be merchantable and fit for the ordinary purposes for which such vehicles are used.

31. The defects and problems hereinbefore described rendered the 2005 F-350 unmerchantable.

32. The Manufacturer and Seller failed to adequately remedy the defects in the 2005 F-350; and the 2005 F-350 continues to be in an unmerchantable condition at the time of revocation.

33. As a result, the Plaintiff sustained and continues to sustain losses and

damages and is entitled to recover for such losses and damages from the Defendants.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

THIRD CLAIM FOR RELIEF
BREACH OF WRITTEN WARRANTY
UNDER MAGNUSON-MOSS WARRANTY ACT

34. The allegations contained in paragraphs 1 through 33 are re-alleged and incorporated herein.

35. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

36. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

37. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

38. The 2005 F-350 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

39. The 2005 F-350 was manufactured, sold and purchased after July 4, 1975.

40. The express warranty given by the Manufacturer pertaining to the 2005 F-350 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

41. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

42. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

FOURTH CLAIM FOR RELIEF
BREACH OF IMPLIED WARRANTY
UNDER MAGNUSON-MOSS WARRANTY ACT

43. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 42 as though herein fully stated and re-alleged.

44. The above-described actions on the part of the Seller and Manufacturer

constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 U.S.C. 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

FIFTH CLAIM FOR RELIEF
VIOLATION OF NEW MOTOR VEHICLES WARRANTIES ACT
(AS AGAINST MANUFACTURER ONLY)

45. Plaintiff incorporate herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully restated and re-alleged.

46. Plaintiff is a "consumer" under the North Carolina New Motor Vehicles Warranties Act (hereinafter referred to as "Lemon Law"), N.C.G.S. § 20-351.1(1).

47. Manufacturer, is a "manufacturer" under the Lemon Law, N.C.G.S. § 20-351.1(2).

48. The 2005 F-350 is a "motor vehicle" under the Lemon Law, N.C.G.S. § 20-351.1(3).

49. The 2005 F-350 is a "new motor vehicle" under the Lemon Law, N.C.G.S. § 20-351.1(4).

50. Plaintiff's 2005 F-350 has been subject to a reasonable number of repairs attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, and the nonconformity continues to exist; and/or

(b) Said vehicle was out of service for 20 or more days during a twelve-month period of the manufacturer's express warranty.

51. In compliance with N.C.G.S. § 20-351.5 Plaintiff notified the manufacturer directly in writing of the nonconformity or series of nonconformities, and allowed the manufacturer a reasonable period in which to correct the nonconformity or series of nonconformities.

52. Manufacturer's attempted repair was unsuccessful as the 2005 F-350 continues to manifest the aforementioned defects.

53. The aforementioned defects substantially impair the use or value of the 2005 F-350 to the Plaintiff and/or prevent the 2005 F-350 from conforming to the Manufacturer's express warranty.

54. The Manufacturer has unreasonably refused to comply with North Carolina General Statutes § 20-351.3 in that the Manufacturer has failed to replace the 2005 F-350 with a comparable new motor vehicle or accept a return of the 2005 F-350 from Plaintiff and refund an amount equal to the purchase price of the vehicle, plus applicable sales tax, registration fee, and consequential damages, less a reasonable allowance for the Plaintiff's use of the 2005 F-350.

55. The Manufacturer's unreasonable refusal to comply with North Carolina's Motor Vehicles Warranties Act, N.C.G.S. § 20-351 *et seq.*, was willful and in bad faith, entitling Plaintiff to treble damages in an amount exceeding $10,000, plus reasonable attorney's fees and prejudgment interest as allowed by statute.

56. Pursuant to N.C.G.S. § 20-351.7, more than ten days prior to filing this action, Plaintiff gave the Manufacturer written notice of Plaintiff's intent to file suit against the Manufacturer. Defendant failed to respond in any fashion. (See copy of notice attached as Exhibit C.)

WHEREFORE, Plaintiff pray for the following relief:

A. Replacement of the 2005 F-350 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options and non-refundable portion of extended warranties and service contract, all collateral charges, all finance charges incurred after consumer first reports the problem to the manufacturer/dealer, plus any incidental and monetary loss less a reasonable allowance for Plaintiff's use of the vehicle calculated in accordance with N.C.G.S. § 20-351.3.

C. Pursuant to N.C.G.S. § 20-351.8, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including reasonable attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

F. For such other and further relief as may be justified in this action.

SIXTH CLAIM FOR RELIEF
REVOCATION OF ACCEPTANCE

57. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 56 as though herein fully restated and re-alleged.

58. Plaintiff accepted the 2005 F-350 without discovering the above defects due to the fact Plaintiff were reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

59. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

60. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

61. The nonconformities substantially impaired the value of the 2005 F-350 to the Plaintiff.

62. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to N.C.G.S. § 25-2-608 and demanded the refund of the purchase price for the 2005 F-350 and out-of-pocket expenses (see copy of Plaintiff' revocation of acceptance letter attached as Exhibit C).

63. Manufacturer and Seller have nevertheless refused to accept return of the 2005 F-350 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

SEVENTH CLAIM FOR RELIEF
VIOLATION OF NORTH CAROLINA UNFAIR TRADE PRACTICES ACT

64. The allegations contained in paragraphs 1 through 63 above are re-alleged and incorporated herein.

65. Manufacturer and Seller are engaged in "commerce" as defined in N.C.G.S. § 75-1.1(b).

66. The above-alleged actions by Defendants constitute unfair and deceptive trade practices in violation of N.C.G.S. § 75-1.1.

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

(a) The Manufacturer and Seller represented to Plaintiff that the 2005 F-350 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and seller failed to provide the promised benefits to Plaintiff with regard to the sale of the 2005 F-350.

(c) The Manufacturer and seller have made representations of facts and/or statements of fact material to said transaction such that the Plaintiff reasonably believed the represented or suggested standard, quality, characteristics, uses, and possibility of repair of the 2005 F-350 to be other than they actually were, including, but not limited to: statements made in conjunction with the sale and following the attempted repairs of the vehicle.

(d) Statements were made to Plaintiff by Defendants surrounding the repair attempts concerning the existence, non-existence and/or causes of defects, as well as a possibility and/or success of repair, which they knew or should have known, were untrue.

(e) Defendants have willfully refused to accept return of the vehicle in violation of statute, despite seasonable notification of Plaintiff's revocation of acceptance of the vehicle.

(f) Manufacturer has willfully refused to comply with the New Motor Vehicles Warranties Act, as detailed above.

68. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of N.C.G.S. § 75-1, et. seq.

69. The Plaintiff is entitled to recover treble damages and reasonable attorney's fees pursuant to N.C.G.S. § § 75-16 and 75-16.1.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of N.C.G.S. § 75-1, et. seq., and for judgment against Manufacturer and Seller

for all damages Plaintiff has incurred, and that number be trebled, and reasonable attorneys' fees added as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that the Court:

(1) Enter an order that Plaintiff's retail installment contract be cancelled, and Defendant pay off the balance of the contract, and return to Plaintiff an amount equal to all payments made by Plaintiff, plus all incidental, consequential, exemplary and actual damages, pursuant to Plaintiff's first, second, third, fourth and sixth Claims for Relief;

(2) Pursuant to Plaintiff's third and fourth Claim for Relief, order the defendant to pay to Plaintiff his/her damages and reasonable attorney's fees for violation of the Magnuson-Moss Warranty Act;

(3) Pursuant to the Plaintiff's Seventh Claim for Relief, enter a declaratory judgment as to the violations of N.C.G.S. § 75-1, et. seq., and order that the Defendant is liable for the sum exceeding TEN THOUSAND DOLLARS ($10,000.00), and that sum shall be trebled, and reasonable attorney's fee added, pursuant to North Carolina's Unfair Trade Practices Act, N.C.G.S. § 75-1 *et seq.*;

(4) Enter an order that the Plaintiff is entitled to recover of the Defendant Ford Motor Company, a sum exceeding TEN THOUSAND DOLLARS ($10,000.00), and that the sum be trebled, and reasonable attorney's fees added, pursuant to the provisions of North Carolina's New Motor Vehicles Warranties Act, as set forth in Plaintiff' Fifth Claim For Relief;

(5) Enter an order declaring that Plaintiff's acceptance has been properly revoked and for damages incurred in revoking acceptance pursuant to Plaintiff's first, second, third, fourth, and sixth Claims For Relief;

(6) Enter judgment against the Defendant in a sum exceeding $10,000 including all incidental and consequential damages, or other sum as the Court finds just and proper;

(7) Add prejudgment interest as allowed by statute;

(8) Grant a jury trial on issues of fact; and

(9) Grant such other and further relief as the Court deems just and proper.

Submitted the 12th day of September, 2006.

[redacted]

BY AND THROUGH PLAINTIFF'S ATTORNEY,
SEAN D. SOBOLESKI,
NC BAR #[redacted]
AUTOMOBILE LEMON LAW ATTORNEYS, PLLC
22 SOUTH PACK SQUARE, SUITE 350
ASHEVILLE, NC 28801
(828) 285-8888
FAX: (828) 258-0808

SIMPLE FINANCE CHARGE
THIS IS A CONSUMER CREDIT DOCUMENT

Dealer Number _____ Contract Number _____ [redacted]

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	Creditor - Seller (Name and Address)
[redacted] BARNARDSVILLE NC [redacted]	MAC EASLER FORD, INC P.O.BOX 728,DUNCAN HILL RD. HENDERSONVILLE, NC 28739

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2005	FORD F350 PU	1FTWW33P25[redacted]	☐ personal, family or household ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 20433.26
13.60 %	$ [redacted]	$ 21418.74	$ 29062.00	$ 49436.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	484.38	Monthly beginning 06/06/2005
Or As Follows:		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5.00 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be $ 5.00

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

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

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

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 312.00 Sales Tax)		$ 41712.00 (1)
2 Total Downpayment =		
Trade-in 05 FORD (Year) (Make) F350 (Model) (Vehicle ID) PU		
Gross Trade-in Allowance	1FDWX21PX5[redacted] $ 11000.00	
Less Pay Off Made By Seller	$ 10866.74	
Equals Net Trade-In	$ 133.26	
+ Cash	$ N/A	
+ Other: CONSUMER REBATE	$ 2300.00	
If total downpayment is negative, enter 0 and see 4H below)		$ 20433.25 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		$ 21278.74 (3)
4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
Life $		
Disability $ N/A	$ N/A	
B Vendor's Single Interest Insurance Paid to Insurance Company	$ N/A	
C Other Insurance Paid to the Insurance Company	$ N/A	
D Official Fees Paid to Government Agencies		
	$ N/A	
E Government Taxes Not Included in Cash Price		
	$ N/A	
F Government Licenses and/or Registration Fees		
	$ 140.00	
G Government Certificate of Title Fees	N/A	
H Other Charges (Seller must identify who is paid and describe purpose)		
to _____ for Prior Credit or Lease Balance	$ N/A	
to _____ for	$ N/A	
to _____ for	$ N/A	
to _____ for	$ N/A	
to _____ for	$ N/A	
to _____ for	$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf	N/A	$ 140.00 (4)
5 Amount Financed (3 + 4)		$ 21418.74 (5)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

Premium:
Credit Life $ _____
Credit Disability $ N/A
Insurance Company Name N/A
Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost, if you choose the insurance. The cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

_____ Type of Insurance _____ Term
Premium $ _____
Insurance Company Name _____
Home Office Address _____

I want the insurance checked above.

X _____ Buyer Signature _____ Date
X _____ Co-Buyer Signature _____ Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of $ 25.00 if any check you give us is dishonored.

☒ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is $ N/A and is also shown in item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

OPTION: ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before _____ Year _____ SELLERS INITIALS _____

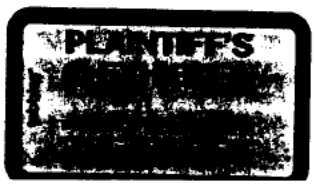
NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [redacted] Co-Buyer Signs X _____

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.



[redacted]

[redacted]

[redacted]

BARNARDSVILLE, NC [redacted]
HOME: [redacted] BUS: [redacted]

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Hendersonville, N.C. 28792

INVOICE

DUPLICATE 2
PAGE 4

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350 PU	1FTWW33P25E[redacted]		11397/11397	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05 IS	10JAN05		WAIT 22SEP05		60.00	CASH	21SEP05

R.O. OPENED	READY	OPTIONS: STK:[redacted] DLR:210692 ENG:6.0 TRN:A
12:45 03AUG05	15:08 21SEP05	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE J: 0.00

****

THANK YOU FOR YOUR BUSINESS!!!!

PLAINTIFF'S EXHIBIT B

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	90.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	90.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	90.00

[redacted] [redacted]

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INVOICE

DUPLICATE 2
PAGE 3

BARNARDSVILLE, NC
HOME [redacted]

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350 PU	1FTWW33P25E[redacted]		11397/11397	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05 IS	10JAN05		WAIT 22SEP05		60.00	CASH	21SEP05

R.O. OPENED	READY	OPTIONS:
12:45 03AUG05	15:08 21SEP05	STK:[redacted] DLR:210692 ENG:6.0 TRN:A

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

7915 ROTATE & BALANCE TIRES 6 TIRES DUAL REAR WHEELS 2.0

****

I** CUST STATES THE VEHICLE PULLS TO THE LEFT WHILE DRIVING
CAUSE: 7915 W6 ROAD TESTED CK CASTER CAMBER & TOE IN CORRECT TOE ROAD TESTED OK

3001A CASTER, CAMBER, TOE-IN - CHECK - L
14 DALEY,ROD LIC#: 6793
WF 0.40 (N/C)

3001A1 CASTER, CAMBER AND TOE-IN - CORRECT (FRONT/3B440) - L
14 DALEY,ROD LIC#: 6793
WF 1.10 (N/C)

FC: H25 W6
PART#: FRONT
COUNT:
CLAIM TYPE:
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

7915 W6 ROAD TESTED CK CASTER CAMBER & TOE IN CORRECT TOE ROAD TESTED OK

****

J** WINDSHILED WIPERS ARE NOT WIPING PROPERLY
CAUSE: REPLACE WIPER BLADES

17528A WIPER BLADE-FRONT - REPLACE (17528) - L
23 WF 0.20 (N/C)
2 YF1Z*17528*AB BLADE ASY - WIPER (N/C)

FC: W05 42
PART#: YF1Z*17528*AB
COUNT:
CLAIM TYPE:
AUTH CODE:
5450

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

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CUSTOMER SIGNATURE

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

[redacted] [redacted]

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DUPLICATE 2
PAGE 2

BARNARDSVILLE, NC [redacted]
HOME [redacted] BUS [redacted]

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350 PU	1FTWW33P25E[redacted]		11397/11397	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05 IS	10JAN05		WAIT 22SEP05		60.00	CASH	21SEP05

R.O. OPENED	READY	OPTIONS: STK:[redacted] DLR:210692 ENG:6.0 TRN:A
12:45 03AUG05	15:08 21SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
PART#: 4C3Z*2651222*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
5450			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
7915 R&R WEATHER STRIP			
**********			
E PERFORM QCM MULTIPOINT INSPECTION			
99P PERFORM QCM MULTIPOINT INSPECTION			
99 CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00
**********			
F** CUST STATES THE RIGHT HAND FENDER STICKS OUT AT DOOR			
NC NO CHARGE			
99 CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:			0.00
**********			
G** CUST STATES THERES A NOISE FROM LEFT FRONT WHEN CLIMBING A HILL			
UNDER LOAD			
NC NO CHARGE			
99 CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G:			0.00
**********			
H** CUST STATES THE LEFT FRONT WHEEL SHIMMIES WHEN HITTING BUMPS GOING			
AROUND CURVES			
RM103D ROTATE AND BALANCE DUAL			
14 DALEY,ROD LIC#: 6793			
CM 2.00		90.00	90.00
PARTS: 0.00 LABOR: 90.00 OTHER: 0.00 TOTAL LINE H:			90.00

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

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

SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

CUSTOMER SIGNATURE

[redacted] [redacted]

[redacted]

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DUPLICATE 2
PAGE 1

BARNARDSVILLE, NC [redacted]
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350 PU	1FTWW33P25[redacted]		11397/11397	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05	IS10JAN05		WAIT 22SEP05		60.00	CASH	21SEP05

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:210692 ENG:6.0 TRN:A
12:45 03AUG05	15:08 21SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A OIL LUBE AND FILTER CHANGE 6.0			
RM101D6 OIL LUBE AND FILTER CHANGE 6.0			
23 INEW 0.50			(N/C)
1 FL*2016* KIT-OIL FLTR ELEM & GSKT			(N/C)
15 XO*10W30*QSD MOTOR OIL-10W30 QSD 1-QUART			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
7915 LOF .5			
**********			
B C/S THERE IS A BOUNCING FROM THE REAR WHEN TRAVELLING AT 72MPH, PLEASE CHECK REAR TIRES, IT DOESN'T SEEM TO COME FROM THE FRONT AT ALL.			
NC NO CHARGE			
14 DALEY,ROD LIC#: 6793			
CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
7915			
**********			
C C/S LEFT FRONT BRAKE STILL SQUEEKS WHEN STOPPING			
NC NO CHARGE			
99 CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
7915			
**********			
D C/S RH REAR DOOR WEATHER STRIP IS STICKING OUT AT THE TOP REAR CORNER OF TRUCK, IT SEEMS CRIMPED UP, ALSO THAT SAME DOOR DOESN'T SEAT FLUSH LIKE THE OTHER SIDE AT THE BOTTOM.			
CAUSE: 7915 R&R WEATHER STRIP			
MT51222 REPLACE REAR DOOR WEATHERSTRIP			
23 WF 0.40			(N/C)
1 4C3Z*2651222*AA WEATHERSTRIP			(N/C)
FC: B63 42			

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

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

SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

CUSTOMER SIGNATURE

[redacted]

BARNARDSVILLE NC [redacted]

P.O. Box 1690
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MARS HILL, NC 28754
Tele. (828) 680-9988
Fax (828) 680-9633

*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
09/29/05	05	FORD	F350 DRW	1FTWW33P25[redacted]	[redacted]	11979	11989	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	10/05/05	01	00/00/00 00:00		.00	01	10/05/05

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

========== REPAIR LINE 01 ==========
CK FOR BRAKE NOISE IN FRONT WHEN APPLIED
EXCESSIVE RUNOUT
BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - N17 DAMAGE CODE - 14
UDB REPAIR CODE - W UDB SVC DPT CODE - S
ROAD TEST, REMOVE WHEELS AND CHECK ROTORS. EXCESSIVE RUN OUT. MACHINE BOTH FRONT ROTORS.

2001B2PT	57	M A	.80	45.70
FAIL CODE - N17				
2001BFD	57	M A	.90	51.41
FAIL CODE - N17				
		TOTAL LABOR		97.11

========== REPAIR LINE 02 ==========
CK FOR REPROGRAM VEH HAS LACK OF POWER
BILL CODE - W UDB REPAIR CODE - W
UDB SVC DPT CODE - S
PAYMENT TYPE - 1 .00 CUSTOMER TYPE - R

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LABOR AMOUNT	.00
PARTS AMOUNT	.00
MISC. SALES	.00
MATERIALS	.00
TOTAL CHARGE	.00
DEDUCTIBLE	.00
SALES TAX	.00
OTHER PAY	.00
CUSTOMER PAY	.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

[redacted]

BARNARDSVILLE NC [redacted]

ANDY SHAW Ford

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Fax (828) 680-9633

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
09/29/05	05	FORD	F350 DRW	1FTWW33P25E[redacted]	[redacted]	11980	11980	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	09/29/05	01	00/00/00 00:00		.00	01	09/29/05

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		2

========== REPAIR LINE 01 ==========

LOF 6.0
BILL CODE - C UDB REPAIR CODE - C
UDB SVC DPT CODE - S

01D6.0	OIL CHNG 6.0 DISEL 57	M B	.50		24.96
			TOTAL LABOR		24.96
FD FL /	2016/	KIT - ELE	1		27.64
FD XO /	15W40/5QSD	OIL - ENG	3		37.35
			TOTAL PARTS		64.99

DISCOUNT LABOR - 15.00 DISCOUNT PARTS - 15.00
PAYMENT TYPE - 1 64.70 CUSTOMER TYPE - R

PAID CK 1085
9-29-05

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 01 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

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CUSTOMER SIGNATURE
>

LABOR AMOUNT	24.96
PARTS AMOUNT	64.99
MISC. SALES	.00
MATERIALS	1.25
TOTAL CHARGE	91.20
DEDUCTIBLE	.00
SALES TAX	3.50
OTHER PAY	.00
CUSTOMER PAY	64.70

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Fax (828) 680-9633

*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
01/19/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]	[redacted]	21238	21239	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	02/22/06	01	00/00/00 00:00		.00	01	02/22/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

========== [redacted] LINE 01 ==========

CUSTOMER STATES WATER IN FUEL LIGHT IS ON.

BILL CODE - W CLAIM TYPE - 01

CONCERN CODE - D50 UDB REPAIR CODE - W

UDB SVC DPT CODE - S

ROAD TEST.RUN OASIS.CHECK TSBS.WDS KOEO KOER CONT PASS CODES.INSTALL NEWLY DESIGNED WIRING HARNESS.

12650D9	EGR Pressure Feedb	57	M	A	.20	11.42
6005F	Engine Performance	57	M	A	.40	22.85
6005F1	Engine Performance	57	M	A	.10	5.71
6005F1X1	Engine Performance	57	M	A	.10	5.71
6005F2	Key On Engine Off	57	M	A	.10	5.71
9249A	Header - Fuel Filt	57	M	A	.70	39.98
6005F13	Fuel Contamination	57	M	A	.20	11.42
VERIFY60		57	M	A	.60	34.27
				TOTAL LABOR		137.07
FD 3C3Z /	9B249/AB	KIT - MOD		1		56.70
FAIL CODE -	42					
				TOTAL PARTS		56.70

========== REPAIR LINE 02 ==========

CUSTOMER STATES LEFT REAR SIDE MARKER LIGHT IS LOOSE.

BILL CODE - W CLAIM TYPE - 01

CONCERN CODE - L29 UDB REPAIR CODE - W

UDB SVC DPT CODE - S

REPLACED LEFT REAR MARKER LIGHT ASSEMBLY.

MT15443	REPL LAMP	57	M	A	.20	11.42
				TOTAL LABOR		11.42
FD F37Z /	13550/AA	LAMP ASY		1		6.34
FAIL CODE -	33					
				TOTAL PARTS		6.34

========== REPAIR LINE 03 ==========

CUSTOMER STATES LEFT TAG LIGHT COVER FELL OFF.

BILL CODE - W CLAIM TYPE - 01

CONCERN CODE - L29 UDB REPAIR CODE - W

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

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CUSTOMER SIGNATURE

>

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

[redacted]

BARNARDSVILLE NC [redacted]

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*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
01/19/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]	[redacted]	21238	21239	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	02/22/06	01	00/00/00 00:00		.00	01	02/22/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

UDB SVC DPT CODE - S
REPLACED TAG LIGHT COVER.

MT13350	REPLACE LAMP	57	M	A	.20	11.42
				TOTAL LABOR		11.42
FD F81Z /	15442/BA	LAMP ASY		1		7.74
FAIL CODE -	33					
				TOTAL PARTS		7.74

========== REPAIR LINE 04 ==========
CUSTOMER STATES RIGHT REAR SPLASH SHIELD IS MISSING PUSH PINS.
BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - B02 UDB REPAIR CODE - W
UDB SVC DPT CODE - S
INSTALLED 3 PINS.RIGHT REAR Fender SpLASH SHIELD

MT16102	REPL PINS	57	M	A	.20	11.42
				TOTAL LABOR		11.42
FD /	16102/	SPLASH SH		1		.00
FAIL CODE -	12					

========== REPAIR LINE 05 ==========
CUSTOMER STATES VIBRATION AROUND 40 MPH.THINKS MAY BE DRIVESHAFT.
BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - N24 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

1007D	Rotational Noise/V	57	M	A	.70	39.98
1007D4	Drive Shaft - Run	57	M	A	.20	11.42
1007D5	Drive Shaft - Rota	57	M	A	.30	17.14
1007D7A	Drive Shaft Assemb	57	M	A	.50	28.56
				TOTAL LABOR		97.10
FD 3C3Z /	4R602/BNX	SHAFT ASY		1		623.69
FAIL CODE -	30					
				TOTAL PARTS		623.69

========== REPAIR LINE 06 ==========
CUSTOMER REQUEST RECALL 05E15 BE PERFORMED.
BILL CODE - W CLAIM TYPE - 02
PROGRAM CODE - 05E15 UDB REPAIR CODE - W

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

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CUSTOMER SIGNATURE

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

[redacted]

BARNARDSVILLE NC [redacted]

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*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
01/19/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]		21238	21239	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	02/22/06	01	00/00/00 00:00		.00	01	02/22/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

UDB SVC DPT CODE - S
05E15M EP SNSR RECAL 57 M A 1.00 57.12
TOTAL LABOR 57.12
FD 5C3Z / 9J460/A SENSOR AS 1 86.48
TOTAL PARTS 86.48
========== REPAIR LINE 07 ==========
CUSTOMER REQUEST RECALL 59B01 BE PERFORMED.
BILL CODE - W CLAIM TYPE - 02
PROGRAM CODE - 59B01 UDB REPAIR CODE - W
UDB SVC DPT CODE - S
59B01A ASSURANCE TEST DRI 57 M A .30 17.14
TOTAL LABOR 17.14
========== REPAIR LINE 08 ==========
CUSTOMER REQUEST RECALL 05B32 BE PERFORMED.
BILL CODE - W CLAIM TYPE - 02
PROGRAM CODE - 05B32 UDB REPAIR CODE - W
UDB SVC DPT CODE - S
05B32 DE-GAS LABEL 57 M A .20 11.42
TOTAL LABOR 11.42
PAYMENT TYPE - 1 .00 CUSTOMER TYPE - R

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SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE:

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CUSTOMER SIGNATURE

LABOR AMOUNT	.00
PARTS AMOUNT	.00
MISC. SALES	.00
MATERIALS	.00
TOTAL CHARGE	.00
DEDUCTIBLE	.00
SALES TAX	.00
OTHER PAY	.00
CUSTOMER PAY	.00

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*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
01/19/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]		21238	21239	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	02/22/06	01	00/00/00 00:00		.00	01	02/22/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

========== REPAIR LINE 01 ==========

CUSTOMER STATES WATER IN FUEL LIGHT IS ON.

BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - D50 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

ROAD TEST.RUN OASIS.CHECK TSBS.WDS KOEO KOER CONT PASS CODES.INSTALL NEWLY DESIGNED WIRING HARNESS.

12650D9	EGR Pressure Feedb	57	M A	.20	11.42
6005F	Engine Performance	57	M A	.40	22.85
6005F1	Engine Performance	57	M A	.10	5.71
6005F1X1	Engine Performance	57	M A	.10	5.71
6005F2	Key On Engine Off	57	M A	.10	5.71
9249A	Header - Fuel Filt	57	M A	.70	39.98
6005F13	Fuel Contamination	57	M A	.20	11.42
VERIFY60		57	M A	.60	34.27
			TOTAL LABOR		137.07
FD 3C3Z /	9B249/AB	KIT - MOD		1	56.70
FAIL CODE -	42				
			TOTAL PARTS		56.70

========== REPAIR LINE 02 ==========

CUSTOMER STATES LEFT REAR SIDE MARKER LIGHT IS LOOSE.

BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - L29 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

REPLACED LEFT REAR MARKER LIGHT ASSEMBLY.

MT15443	REPL LAMP	57	M A	.20	11.42
			TOTAL LABOR		11.42
FD F37Z /	13550/AA	LAMP ASY		1	6.34
FAIL CODE -	33				
			TOTAL PARTS		6.34

========== REPAIR LINE 03 ==========

CUSTOMER STATES LEFT TAG LIGHT COVER FELL OFF.

BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - L29 UDB REPAIR CODE - W

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LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

CUSTOMER SIGNATURE

>

[redacted]

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BARNARDSVILLE NC [redacted]

*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
01/19/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]		21238	21239	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	02/22/06	01	00/00/00 00:00		.00	01	02/22/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

UDB SVC DPT CODE - S
REPLACED TAG LIGHT COVER.

MT13350	REPLACE LAMP	57	M	A	.20	11.42
				TOTAL LABOR		11.42
FD F81Z /	15442/BA	LAMP ASY		1		7.74
FAIL CODE -	33					
				TOTAL PARTS		7.74

========== REPAIR LINE 04 ==========
CUSTOMER STATES RIGHT REAR SPLASH SHIELD IS MISSING PUSH PINS.
BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - B02 UDB REPAIR CODE - W
UDB SVC DPT CODE - S
INSTALLED 3 PINS.RIGHT REAR Fender SpLASH SHIELD

MT16102	REPL PINS	57	M	A	.20	11.42
				TOTAL LABOR		11.42
FD /	16102/	SPLASH SH		1		.00
FAIL CODE -	12					

========== REPAIR LINE 05 ==========
CUSTOMER STATES VIBRATION AROUND 40 MPH.THINKS MAY BE DRIVESHAFT.
BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - N24 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

1007D	Rotational Noise/V	57	M	A	.70	39.98
1007D4	Drive Shaft - Run	57	M	A	.20	11.42
1007D5	Drive Shaft - Rota	57	M	A	.30	17.14
1007D7A	Drive Shaft Assemb	57	M	A	.50	28.56
				TOTAL LABOR		97.10
FD 3C3Z /	4R602/BNX	SHAFT ASY		1		623.69
FAIL CODE -	30					
				TOTAL PARTS		623.69

========== REPAIR LINE 06 ==========
CUSTOMER REQUEST RECALL 05E15 BE PERFORMED.
BILL CODE - W CLAIM TYPE - 02
PROGRAM CODE - 05E15 UDB REPAIR CODE - W

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

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CUSTOMER SIGNATURE
>

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

[redacted]

BARNARDSVILLE NC [redacted]

ANDY SHAW Ford

P.O. Box 1690
233 J. F. Robinson Lane
MARS HILL, NC 28754
Tele. (828) 680-9988
Fax (828) 680-9633

*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
01/19/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]		21238	21239	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	02/22/06	01	00/00/00 00:00		.00	01	02/22/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

UDB SVC DPT CODE - S

05E15M	EP SNSR RECAL	57	M	A	1.00	57.12
				TOTAL LABOR		57.12
FD 5C3Z /	9J460/A SENSOR AS				1	86.48
				TOTAL PARTS		86.48

========== REPAIR LINE 07 ==========

CUSTOMER REQUEST RECALL 59B01 BE PERFORMED.

BILL CODE - W CLAIM TYPE - 02

PROGRAM CODE - 59B01 UDB REPAIR CODE - W

UDB SVC DPT CODE - S

59B01A	ASSURANCE TEST DRI	57	M	A	.30	17.14
				TOTAL LABOR		17.14

========== REPAIR LINE 08 ==========

CUSTOMER REQUEST RECALL 05B32 BE PERFORMED.

BILL CODE - W CLAIM TYPE - 02

PROGRAM CODE - 05B32 UDB REPAIR CODE - W

UDB SVC DPT CODE - S

05B32	DE-GAS LABEL	57	M	A	.20	11.42
				TOTAL LABOR		11.42

PAYMENT TYPE - 1 .00 CUSTOMER TYPE - R

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

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CUSTOMER SIGNATURE

>

LABOR AMOUNT	.00
PARTS AMOUNT	.00
MISC. SALES	.00
MATERIALS	.00
TOTAL CHARGE	.00
DEDUCTIBLE	.00
SALES TAX	.00
OTHER PAY	.00
CUSTOMER PAY	.00

[redacted] [redacted]

INVOICE

Ford **Mac Easler**

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(828) 693-4281 · 1-800-342-1325
601 Duncan Hill Road
Hendersonville, N.C. 28792

[redacted]

BARNARDSVILLE, NC
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350	1FTWW33P25E[redacted]		24190/24310	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05	IS10JAN05		17:00 23FEB06		65.00	CASH	23FEB06

R.O. OPENED	READY	OPTIONS:
13:27 [illegible]FEB06	10:44 23FEB06	STK:[redacted] DLR:210692 ENG:6.0 TRN:A

LINE O	CODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

J RECALL 05B32 DE-GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT
CAUSE: 24190 PREFORMED RECALL 05B32
05B32B COOLANT DEGAS BOTTLE LABEL INSTALLATION AND COOLANT LEVEL ADJUSTMENT - L
1 AYERS, DENTON LIC#: 0000
WF 0.20 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: 05B32
AUTH CODE:
5991
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE J: 0.00

24310 PREFORMED RECALL 05B32

****

K RECALL 59B01 ELIGIBLE FOR ONE-TIME CUSTOMER ASSURANCE TEST DRIVE. SEE EMISSIONS RECALL 05E15 FOR DETAILS
CAUSE: 24190 TEST DROVE OK AT THIS TIME
59B01A CUSTOMER ASSURANCE TEST DRIVE - REPLACE - L
1 AYERS, DENTON LIC#: 0000
WF 0.30 (N/C)
FC PART#: COUNT:
CLAIM TYPE: 59B01
AUTH CODE:
5991
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE K: 0.00

24310 TEST DROVE OK AT THIS TIME

****

THANK YOU FOR YOUR BUSINESS!!!!

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DATE)

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	32.50
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	70.75
MISC. CHARGES	1.63
TOTAL CHARGES	104.88
LESS INSURANCE	0.00
SALES TAX	0.11
PLEASE PAY THIS AMOUNT	**104.99**

[redacted]

[redacted]

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601 Duncan Hill Road
Hendersonville, N.C. 28792

BARNARD,[redacted] NC [redacted]
HOME: [redacted] BUS [redacted]

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350	1FTWW33P25E[redacted]		24190/24310	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05 IS	10JAN05		17:00 23FEB06		65.00	CASH	23FEB06

R.O. OPENED	READY	OPTIONS:
13:27 14FEB06	10:44 23FEB06	STK:[redacted] DLR:210692 ENG:6.0 TRN:A

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

24310 COULD VERIFTY NORMAL
****
G CUST STATES THERES WINDNOISE COMING FROM RIGHT SIDE DOORS WHILE DRIVING
NC NO CHARGE
99 CP 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

24310
****
H CUST STATES THE ENGINE SEEMS TO HAVE LESS POWER
CND COULD NOT DUPLICATE PROBLEM
1 AYERS, DENTON LIC#: 0000
CP 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

24310 TEST DROVE MONTOR MGP BOOST AT 25 PSI NO PROBLEM FOUND AT THIS TIME
****
I RECALL 05E15 EXHAUST PRESSURE SENSOR REPLACEMENT, ON-BOARD DIAGNOSTIC SYSTEM AND ENGINE CONTR OL MODULES RECALIBRATION
CAUSE: 24190 PREFORMED RECALL 05E15 .
05E15M EP SENSOR, CONNECTOR, AND RECALIBRATION - L
1 AYERS, DENTON LIC#: 0000
WF 1.00 (N/C)
1 5C3Z*9J460*A SENSOR ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE: 05E15
AUTH CODE:
59[illegible]
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

24310 PREFORMED RECALL 05E15 .

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

CUSTOMER SIGNATURE

[redacted]

[redacted]

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Hendersonville, N.C. 28792

[redacted]

BARNARDSVILLE, NC [redacted]
HOME [redacted] BUS: [redacted]

PAGE 2

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-21	05	FORD F350	1FTWW33P25[redacted]		24190/24310	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05 IS	10JAN05		17:00 23FEB06		65.00	CASH	23FEB06

R.O. OPENED	READY	OPTIONS:
13:27 14FEB06	10:44 23FEB06	STK[redacted] DLR:210692 ENG:6.0 TRN:A

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		99	CP	0.00		0.00	0.00

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

****

E CUST STATES THERES A VIBRATION WHILE BRAKING
CAUSE: 24310 13 OUT ROUND ROAD TESTED VERTIFTY BRAKE VIBERATION R&R BOTH FRT CALIPERS MACHINE FRT ROTORS L-S B 3767 A 3732 R-S B 3751 A 3717 ROAD
2001BF BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC - INSPECT (2001/2007/2200) - L
14 DALEY,ROD LIC#: 6793
WF 0.80 (N/C)
2001B2PT DISC BRAKE ROTOR FRONT MACHINE ON VEHICLE - MACHINE (1102/1125) - L
14 DALEY,ROD LIC#: 6793
WF 0.80 (N/C)
FC: N27 13
PART#: 1102
COUNT:
CLAIM TYPE:
AUTH CODE:
6793

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

24310 13 OUT ROUND ROAD TESTED VERTIFTY BRAKE VIBERATION R&R BOTH FRT CALIPERS MACHINE FRT ROTORS L/S B 3767 A 3732 R/S B 3751 A 3717 ROAD TESTED OK NOTE HAS DUAL REAR WHEELS

****

F CUST STATES THE VEH FEELS LIKE ITS BOTTOMING OUT WHEN GOING OVER BUMPS
CND COULD NOT DUPLICATE PROBLEM
14 DALEY,ROD LIC#: 6793
CP 0.00 0.00 0.00

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE)

CUSTOMER SIGNATURE

[redacted] [redacted]

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Hendersonville, N.C. 28792

[redacted]
BARNARDSVILLE, NC [redacted]
HOME: [redacted] BUS: 828 [redacted]

SERVICE ADVISOR: 7910 KIM O'KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE-Z1	05	FORD F350	1FTWW33P25E[redacted]		24190/24310	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR05 IS	10JAN05		17:00 23FEB06		65.00	CASH	23FEB06

R.O. OPENED	READY	OPTIONS:
13:27 14FEB06	10:44 23FEB06	STK[redacted] DLR:210692 ENG:6.0 TRN:A

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES THERE IS AN OIL LEAK AT THE REAR MAIN SEAL AREA.			
NC NO CHARGE			
1 AYERS, DENTON LIC#: 0000			
ISRV 0.00			(N/C)
4 OSP DYE			(N/C)
SUBL DIESEL FUEL			
CP		70.75	70.75
PARTS: 0.00 LABOR: 0.00 OTHER: 70.75 TOTAL LINE A:			70.75
24310 ADDED OIL DYE. THE TRUCK WAS DRIVEN OVER 150 MILES, RECHECKED NO LEAK FOUND AT THIS TIME CUST NEEDS TO BRING BACK IN A FEW WEEKS TO GET RECHECKED.			
**********			
B CUSTOMER STATES THERE IS A VIBRATION THAT SEEMS TO BE COMING FROM THE ENGINE AREA ON DEACCL. AROUND 52 MPH-ADVISE			
CND COULD NOT DUPLICATE PROBLEM			
1 AYERS, DENTON LIC#: 0000			
CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
24310 TEST DROVE DID NOT FEEL ANY VIB. AT THIS TIME			
**********			
C CUSTOMER STATES THE TIRES SEEM TO BE OUT OF ROUND-ADVISE- THEY HAVE ALREADY BEEN BALANCED			
DIAG DIAG ONLY			
14 DALEY,ROD LIC#: 6793			
CP 0.50		32.50	32.50
PARTS: 0.00 LABOR: 32.50 OTHER: 0.00 TOTAL LINE C:			32.50
24310 CK RUN OUT ON FRT TIRES L/S 25 T R/S 30 T OK CUSTOMER NEEDS MISMOUNT ROTATE BALANCE DECLINED 0.5			
**********			
D LOANER RESERVED			
LOANER LOANER CAR			

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CUSTOMER SIGNATURE

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

[redacted]

BARNARDSVILLE NC [redacted]

ANDY SHAW Ford
P.O. Box 1690
233 J. F. Robinson Lane
MARS HILL, NC 28754
Tele. (828) 680-9988
Fax (828) 680-9633

*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
04/21/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]		30388	30390	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	04/24/06	04	00/00/00 00:00		.00	01	04/24/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

========== REPAIR LINE 01 ==========

CUSTOMER REQUESTING REPLACEMENT OF PASSENGER SIDE FRONT LIGHT LENSE, SPIDER CRACK THROUGHOUT CLEAR LENSE.

BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - L29 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

13007CR Headlamp Assembly 3 M A .30 17.14
TOTAL LABOR 17.14

FD 6C3Z / 13008/AB HEADLAMP 1 174.71
FAIL CODE - 01
TOTAL PARTS 174.71

========== REPAIR LINE 02 ==========

PERFORM 27 POINT VEHICLE INSPECTION AT NO COST TO CUSTOMER.
AS RECOMMENDED BY FORD MOTOR COMPANY.

BILL CODE - C NO CHARGE - Y
UDB REPAIR CODE - C UDB SVC DPT CODE - S
PAYMENT TYPE - 1 .00 CUSTOMER TYPE - R

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CUSTOMER SIGNATURE

LABOR AMOUNT	.00
PARTS AMOUNT	.00
MISC. SALES	.00
MATERIALS	.00
TOTAL CHARGE	.00
DEDUCTIBLE	.00
SALES TAX	.00
OTHER PAY	.00
CUSTOMER PAY	.00

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[redacted]

BARNARDSVILLE NC [redacted]

ANDY SHAW Ford
P.O. Box 1690
233 J. F. Robinson Lane
MARS HILL, NC 28754
Tele. (828) 680-9988
Fax (828) 680-9633

REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
04/21/06	05	FORD	F350 DRW	1FTWW33P25[redacted]	[redacted]	30388	30390	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	04/24/06	04	00/00/00 00:00		.00	01	04/24/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

========== REPAIR LINE 01 ==========

CUSTOMER REQUESTING REPLACEMENT OF PASSENGER SIDE FRONT LIGHT LENSE, SPIDER CRACK THROUGHOUT CLEAR LENSE.

BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - L29 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

13007CR	Headlamp Assembly	3	M	A	.30	17.14
				TOTAL LABOR		17.14
FD 6C3Z /	13008/AB HEADLAMP			1		174.71

FAIL CODE - 01

TOTAL PARTS 174.71

========== REPAIR LINE 02 ==========

PERFORM 27 POINT VEHICLE INSPECTION AT NO COST TO CUSTOMER.
AS RECOMMENDED BY FORD MOTOR COMPANY.

BILL CODE - C NO CHARGE - Y
UDB REPAIR CODE - C UDB SVC DPT CODE - S
PAYMENT TYPE - 1 .00 CUSTOMER TYPE - R

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

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CUSTOMER SIGNATURE

LABOR AMOUNT	.00
PARTS AMOUNT	.00
MISC. SALES	.00
MATERIALS	.00
TOTAL CHARGE	.00
DEDUCTIBLE	.00
SALES TAX	.00
OTHER PAY	.00
CUSTOMER PAY	.00

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[redacted]

BARNARDSVILLE NC [redacted]

ANDY SHAW Ford
P.O. Box 1690
233 J. F. Robinson Lane
MARS HILL, NC 28754
Tele. (828) 680-9988
Fax (828) 680-9633

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
07/05/06	05	FORD	F350 DRW	1FTWW33P25E[redacted]		33702	337708	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
00/00/00	07/05/06	04	00/00/00 00:00		.00	01	07/05/06

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		1

========== REPAIR LINE 01 ==========
PERFORM 27 POINT VEHICLE INSPECTION AT NO COST TO CUSTOMER.
AS RECOMMENDED BY FORD MOTOR COMPANY.
BILL CODE - C NO CHARGE - Y
UDB REPAIR CODE - I UDB SVC DPT CODE - S
99P 27 POINT INSPECTIO M A .00 .00
========== REPAIR LINE 02 ==========
CUSTOMER STATES THE VEHICLE HAS A BAD VIRATION AND HAS HAD IT FOR
QUITE SOME TIME AND TWO OTHER DEALERS ARE UNABLE TO RESOLVE.
REQUESTING COURTESY DRIVE ALONG TO DETERMINE CAUSE.
BILL CODE - W NO CHARGE - Y
UDB REPAIR CODE - W UDB SVC DPT CODE - S
TECHNICIAN STATES TIRES SHOULD BE REPLACED AND ALIGNMENT PERFORMED
BEFORE ADDITIONAL DIAGNOSIS PERFORMED FOR VIBRATION. MAY ALSO BE
HELPFULL TO USE VIBRATION ANALYZER NOT CURRENTLY AVAILABLE AT THIS
DEALERSHIP. TECHNICIAN TEST DROVE VEHICLE WITH CUSTOMER APROXIMATELY
SIX MILES.
PAYMENT TYPE - 1 .00 CUSTOMER TYPE - R

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS

CUSTOMER SIGNATURE

>

LABOR AMOUNT	.00
PARTS AMOUNT	.00
MISC. SALES	.00
MATERIALS	.00
TOTAL CHARGE	.00
DEDUCTIBLE	.00
SALES TAX	.00
OTHER PAY	.00
CUSTOMER PAY	.00

Copyright 2004 Auto Tec

Server Name : AWSPPRDDG AWS New Prod Database- Claims loaded through 26-SEP-2006

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTWW33P25[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	301056476251
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	15-JAN-2005

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	121692 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NC
		Buyer St/Prov:	*
Arrival Date:	26-JAN-2005	**Red Carpet Lease:**	*
Sale Date:	22-APR-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	22-APR-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	22-APR-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5D	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAMD - 4.10 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	PNYW5 - OXFORD WHITE WB C/C-W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	BE - ELETR PREM STRO/CSTE/DISC/CLK
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	* -
Delivery Type:	0	**Tire Brand:**	* -
Driveshaft Code:	D	**Tire Size:**	D3KBL - LT245/75/R17E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M343DR214204	**RF:**	M343DR214204
LR:	M343DR214204	**RR:**	M343DR214204
LI:	M343DP113404	**RI:**	M343DP113904

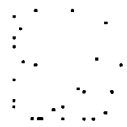
SPARE: M343DP11???? **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	*
ESP Coverage(Time):	*	**Emission Decal Suffix:**	*
ESP Plan Year:	*	**Engine Family:**	*
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 28-SEP-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 26-SEP-2006

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	2	*	7W88	*	NPF	*	S09	V17	A85	82

AWS Claim Key: 1140267 **Doc #:** 190014A **Trx Code:** 1 **Labor Hrs:** 1 **Labor Cost:** 59.62 **Material Cost:** 0 **Total Cost:** 59.62

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-MAY-2005 **DIST(Mile):**3379

Cust Comments: CUST STATES THE CHECK TRAILER LIGHT IS ON

Tech Comments: 3379 POSSIBLE TRAILER CONCERN ROAD TEST TO VERIFY CONCERN USING PDA TEST TRAILER BRAKE CONTROLLER FOUND C2806 CODE IN MEMORY ONLY PINPOINT TEST G NO CONCERNS NOTED INSPECT ALL WIRING AND CONNECTIONS IN SYSTEM NO CONCERN AT THIS TIME CLEAR CODES ROAD TEST RETEST SYSTEM CKS GOOD AT THIS TIME

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	2	*	1D01	3C3Z	6700	BA	S11	V44	L65	D1

AWS Claim Key: 1128552 **Doc #:** 190014B **Trx Code:** 1 **Labor Hrs:** 1.9 **Labor Cost:** 113.28 **Material Cost:** 16.39 **Total Cost:** 129.67

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-MAY-2005 **DIST(Mile):**3379

Cust Comments: C S VEH HAS A OIL LEAK

Tech Comments: 3379 CRANK SEAL VERIFY CONCERN OF OIL LEAK INSTALL FRONT CRANK SHAFT OIL SEAL R&R FAN SHROUD BELT BALANCER FOR ACCESS REPLACE FRONT SHAFT SEAL CLEAN AREA ROAD TEST RETEST CK GD

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	4	*	6H19	4C3Z	2651222	AA	S07	V75	B63	42

AWS Claim Key: 2252527 **Doc #:** 192771D **Trx Code:** 1 **Labor Hrs:** .4 **Labor Cost:** 24.71 **Material Cost:** 38.72 **Total Cost:** 63.43

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: C S RH REAR DOOR WEATHER STRIP IS STICKING OUT AT THE TOP REAR CORNER OF TRUCK, IT SEEMS CRIMPED UP, ALSO THAT SAME DOOR DOESNT SEAT FLUSH LIKE THE OTHER SIDE AT THE BOTTOM.

Tech Comments: 7915 R&R WEATHER STRIP

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	4	*	6O05	*	16005	*	S01	V31	B02	07

AWS Claim Key: 2266706 **Doc #:** 192771F **Trx Code:** 1 **Labor Hrs:** 0 **Labor Cost:** 76 **Material Cost:** 0 **Total Cost:** 76

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: CUST STATES THE RIGHT HAND FENDER STICKS OUT AT DOOR

Tech Comments: OSL TO ALIGN FENDER

1FTWW33P25E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 4 * 5G05 * FRONT * S10 V89 H25 W6

AWS Claim Key: 2252529 **Doc #:** 192771I **Trx Code:** 1 **Labor Hrs:** 1.5 **Labor Cost:** 92.66 **Material Cost:** 0 **Total Cost:** 92.66

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: CUST STATES THE VEHICLE PULLS TO THE LEFT WHILE DRIVING

Tech Comments: 7915 W6 ROAD TESTED CK CASTER CAMBER & TOE IN CORRECT TOE ROAD TESTED OK

1FTWW33P25E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 4 * 7F02 YF1Z 17528 AB S06 V15 W05 42

AWS Claim Key: 2252528 **Doc #:** 192771J **Trx Code:** 1 **Labor Hrs:** .2 **Labor Cost:** 12.35 **Material Cost:** 23.35 **Total Cost:** 35.7

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: WINDSHILED WIPERS ARE NOT WIPING PROPERLY

Tech Comments: REPLACE WIPER BLADES

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 6 * 5V01 * 1125 * S10 V21 N17 14

AWS Claim Key: 2205229 **Doc #:** 02286501 **Trx Code:** 2 **Labor Hrs:** 1.7 **Labor Cost:** 97.11 **Material Cost:** 0 **Total Cost:** 97.11

Dlr Cd-Sub Cd: 04942-* **Name:** ANDY SHAW FORD OF MARS HILL, INC. **Ph:** 828-6809988 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2005 **DIST(Mile):**11979

Cust Comments: CK FOR BRAKE NOISE AND VIBRATION IN FRONT WHEN APPLIED

Tech Comments: ROAD TEST. REMOVE WHEELS AND CHECK ROTORS. FOUND EXCESSIVE RUNOUT. MACHINE BOTH FRONT ROTORS. RE ROAD TEST

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 6 * 2G04 * 12A650 * S11 V52 D42 42

AWS Claim Key: 2205230 **Doc #:** 02286502 **Trx Code:** S07 **Labor Hrs:** .4 **Labor Cost:** 22.85 **Material Cost:** 0 **Total Cost:** 22.85

Dlr Cd-Sub Cd: 04942-* **Name:** ANDY SHAW FORD OF MARS HILL, INC. **Ph:** 828-6809988 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2005 **DIST(Mile):**11979

Cust Comments: VEHICLE HAS LACK OF POWER

Tech Comments: HOOKUP WDS AND CHECK FOR REPROGRAM. NO UPDATE AVAILABLE AT THIS TIME

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 10 * 2E05 3C3Z 9B249 AB S11 V44 D50 42

AWS Claim Key: 3706976 **Doc #:** 02378701 **Trx Code:** E84 **Labor Hrs:** 2.4 **Labor Cost:** 137.07 **Material Cost:** 56.7 **Total Cost:** 193.77

Dlr Cd-Sub Cd: 04942-* **Name:** ANDY SHAW FORD OF MARS HILL, INC. **Ph:** 828-6809988 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**19-JAN-2006 **DIST(Mile):**21238

Cust Comments: CUSTOMER STATES WATER IN FUEL LIGHT IS ON.

Tech Comments: ROAD TEST.RUN.OASIS.CHECK TSBS.WDS KOEO KOER CONT.PASS CODES.INSTALL NEWLY DESIGNED WIRING HARNESS PER TSB.DRIVE TO VERIFY REPAIR.

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 10 * 7D02 F37Z 13550 AA S09 V77 L29 33

AWS Claim Key: 3706977 **Doc #:** 02378702 **Trx Code:** E83 **Labor Hrs:** .2 **Labor Cost:** 11.42 **Material Cost:** 6.34 **Total Cost:** 17.76

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 28-SEP-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 26-SEP-2006

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	2	*	7W88	*	NPF	*	S09	V17	A85	82

AWS Claim Key: 1140267 **Doc #:** 190014A **Trx Code:** 1 **Labor Hrs:** 1 **Labor Cost:** 59.62 **Material Cost:** 0 **Total Cost:** 59.62

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-MAY-2005 **DIST(Mile):**3379

Cust Comments: CUST STATES THE CHECK TRAILER LIGHT IS ON

Tech Comments: 3379 POSSIBLE TRAILER CONCERN ROAD TEST TO VERIFY CONCERN USING PDA TEST TRAILER BRAKE CONTROLLER FOUND C2806 CODE IN MEMORY ONLY PINPOINT TEST G NO CONCERNS NOTED INSPECT ALL WIRING AND CONNECTIONS IN SYSTEM NO CONCERN AT THIS TIME CLEAR CODES ROAD TEST RETEST SYSTEM CKS GOOD AT THIS TIME

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	2	*	1D01	3C3Z	6700	BA	S11	V44	L65	D1

AWS Claim Key: 1128552 **Doc #:** 190014B **Trx Code:** 1 **Labor Hrs:** 1.9 **Labor Cost:** 113.28 **Material Cost:** 16.39 **Total Cost:** 129.67

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-MAY-2005 **DIST(Mile):**3379

Cust Comments: C S VEH HAS A OIL LEAK

Tech Comments: 3379 CRANK SEAL VERIFY CONCERN OF OIL LEAK INSTALL FRONT CRANK SHAFT OIL SEAL R&R FAN SHROUD BELT BALANCER FOR ACCESS REPLACE FRONT SHAFT SEAL CLEAN AREA ROAD TEST RETEST CK GD

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	4	*	6H19	4C3Z	2651222	AA	S07	V75	B63	42

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Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

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VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	4	*	6O05	*	16005	*	S01	V31	B02	07

AWS Claim Key: 2266706 **Doc #:** 192771F **Trx Code:** 1 **Labor Hrs:** 0 **Labor Cost:** 76 **Material Cost:** 0 **Total Cost:** 76

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: CUST STATES THE RIGHT HAND FENDER STICKS OUT AT DOOR

Tech Comments: OSL TO ALIGN FENDER

1FTWW33P25E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 4 * 5G05 * FRONT * S10 V89 H25 W6

AWS Claim Key: 2252529 **Doc #:** 192771I **Trx Code:** 1 **Labor Hrs:** 1.5 **Labor Cost:** 92.66 **Material Cost:** 0 **Total Cost:** 92.66

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: CUST STATES THE VEHICLE PULLS TO THE LEFT WHILE DRIVING

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1FTWW33P25E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 4 * 7F02 YF1Z 17528 AB S06 V15 W05 42

AWS Claim Key: 2252528 **Doc #:** 192771J **Trx Code:** 1 **Labor Hrs:** .2 **Labor Cost:** 12.35 **Material Cost:** 23.35 **Total Cost:** 35.7

Dlr Cd-Sub Cd: 00981-* **Name:** MAC EASLER FORD, INC. **Ph:** 828-6934281 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**11397

Cust Comments: WINDSHILED WIPERS ARE NOT WIPING PROPERLY

Tech Comments: REPLACE WIPER BLADES

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 6 * 5V01 * 1125 * S10 V21 N17 14

AWS Claim Key: 2205229 **Doc #:** 02286501 **Trx Code:** 2 **Labor Hrs:** 1.7 **Labor Cost:** 97.11 **Material Cost:** 0 **Total Cost:** 97.11

Dlr Cd-Sub Cd: 04942-* **Name:** ANDY SHAW FORD OF MARS HILL, INC. **Ph:** 828-6809988 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2005 **DIST(Mile):**11979

Cust Comments: CK FOR BRAKE NOISE AND VIBRATION IN FRONT WHEN APPLIED

Tech Comments: ROAD TEST. REMOVE WHEELS AND CHECK ROTORS. FOUND EXCESSIVE RUNOUT. MACHINE BOTH FRONT ROTORS. RE ROAD TEST

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 6 * 2G04 * 12A650 * S11 V52 D42 42

AWS Claim Key: 2205230 **Doc #:** 02286502 **Trx Code:** S07 **Labor Hrs:** .4 **Labor Cost:** 22.85 **Material Cost:** 0 **Total Cost:** 22.85

Dlr Cd-Sub Cd: 04942-* **Name:** ANDY SHAW FORD OF MARS HILL, INC. **Ph:** 828-6809988 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2005 **DIST(Mile):**11979

Cust Comments: VEHICLE HAS LACK OF POWER

Tech Comments: HOOKUP WDS AND CHECK FOR REPROGRAM. NO UPDATE AVAILABLE AT THIS TIME

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 10 * 2E05 3C3Z 9B249 AB S11 V44 D50 42

AWS Claim Key: 3706976 **Doc #:** 02378701 **Trx Code:** E84 **Labor Hrs:** 2.4 **Labor Cost:** 137.07 **Material Cost:** 56.7 **Total Cost:** 193.77

Dlr Cd-Sub Cd: 04942-* **Name:** ANDY SHAW FORD OF MARS HILL, INC. **Ph:** 828-6809988 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**19-JAN-2006 **DIST(Mile):**21238

Cust Comments: CUSTOMER STATES WATER IN FUEL LIGHT IS ON.

Tech Comments: ROAD TEST.RUN.OASIS.CHECK TSBS.WDS KOEO KOER CONT.PASS CODES.INSTALL NEWLY DESIGNED WIRING HARNESS PER TSB.DRIVE TO VERIFY REPAIR.

1FTWW33P25[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 15-01-05 22-04-05 121692 USA 10 * 7D02 F37Z 13550 AA S09 V77 L29 33

AWS Claim Key: 3706977 **Doc #:** 02378702 **Trx Code:** E83 **Labor Hrs:** .2 **Labor Cost:** 11.42 **Material Cost:** 6.34 **Total Cost:** 17.76

Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.				**Ph:**	828-6809988		**St:** NC	**Ctry Cd:**	USA		**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006			**DIST(Mile):**	21238						
Cust Comments:	CUSTOMER STATES LEFT REAR SIDE MARKER LIGHT IS LOOSE.																										
Tech Comments:	REPLACE LEFT REAR SIDE MARKER LAMP ASSEMBLY.																										

1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	7D03	F81Z	15442	BA	S09	V77	L29	33				
AWS Claim Key:	3706978	**Doc #:**	02378703	**Trx Code:**			E83	**Labor Hrs:**		.2	**Labor Cost:**		11.42	**Material Cost:**		7.74	**Total Cost:**		19.16									
Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.				**Ph:**	828-6809988		**St:** NC	**Ctry Cd:**	USA		**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006			**DIST(Mile):**	21238						
Cust Comments:	CUSTOMER STATES LEFT TAG LIGHT COVER FELL OFF.																										
Tech Comments:	REPLACED TAG LIGHT COVER.																										

1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	6O05	*	16102	*	S01	V31	B02	12				
AWS Claim Key:	3706979	**Doc #:**	02378704	**Trx Code:**			E84	**Labor Hrs:**		.2	**Labor Cost:**		11.42	**Material Cost:**		0	**Total Cost:**		11.42									
Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.				**Ph:**	828-6809988		**St:** NC	**Ctry Cd:**	USA		**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006			**DIST(Mile):**	21238						
Cust Comments:	CUSTOMER STATES RIGHT REAR SPLASH SHIELD IS MISSING PUSH PINS.																										
Tech Comments:	INSTALLED THREE PINS.																										

1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	5C01	3C3Z	4R602	BNX	S10	V89	N24	30				
AWS Claim Key:	3688015	**Doc #:**	02378705	**Trx Code:**			E84	**Labor Hrs:**		1.7	**Labor Cost:**		97.1	**Material Cost:**		623.69	**Total Cost:**		720.79									
Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.				**Ph:**	828-6809988		**St:** NC	**Ctry Cd:**	USA		**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006			**DIST(Mile):**	21238						
Cust Comments:	CUSTOMER STATES VIBRATION AROUND 40 MPH.THINKS MAY BE DRIVESHAFT.																										

1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10		*	*	*	*	SXX	V00	*	*				
AWS Claim Key:	3688016	**Doc #:**	02378706	**Trx Code:**			05E15	**Labor Hrs:**		1	**Labor Cost:**		57.12	**Material Cost:**		86.48	**Total Cost:**		143.6									
Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.				**Ph:**	828-6809988		**St:** NC	**Ctry Cd:**	USA		**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006			**DIST(Mile):**	21238						
Cust Comments:	CUSTOMER REQUEST RECALL 05E15 BE PERFORMED.																										

1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10		*	*	*	*	SXX	V00	*	*				
AWS Claim Key:	3688017	**Doc #:**	02378707	**Trx Code:**			59B01	**Labor Hrs:**		.3	**Labor Cost:**		17.14	**Material Cost:**		0	**Total Cost:**		17.14									
Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.				**Ph:**	828-6809988		**St:** NC	**Ctry Cd:**	USA		**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006			**DIST(Mile):**	21238						
Cust Comments:	CUSTOMER REQUEST RECALL 59B01 BE PERFORMED.																										

1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10		*	*	*	*	SXX	V00	*	*				
AWS Claim Key:	3706980	**Doc #:**	02378708	**Trx Code:**			05B32	**Labor Hrs:**		.2	**Labor Cost:**		11.42	**Material Cost:**		0	**Total Cost:**		11.42									

Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.			**Ph:**	828-6809988	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	19-JAN-2006		**DIST(Mile):**	21238								
Cust Comments:	CUSTOMER REQUEST RECALL 05B32 BE PERFORMED.																								
1FTWW33P25E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	5V01	*	1102	*	S10	V21	N27	13		
AWS Claim Key:	3720117	**Doc #:**	200600E		**Trx Code:**		E84	**Labor Hrs:**		1.6	**Labor Cost:**		98.84	**Material Cost:**		0	**Total Cost:**		98.84						
Dlr Cd-Sub Cd:	00981-*	**Name:**	MAC EASLER FORD, INC.			**Ph:**	828-6934281	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	14-FEB-2006		**DIST(Mile):**	24190								
Cust Comments:	CUST STATES THERES A VIBRATION WHILE BRAKING																								
Tech Comments:	24310 13 OUT ROUND ROAD TESTED VERTIFTY BRAKE VIBERATION R&R BOTH FRT CALIPERS MACHINE FRT ROTORS L S B 3767 A 3732 R S B 3751 A 3717 ROAD TESTED OK NOTE HAS DUAL REAR WHEELS																								
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	*	*	*		SXX	V00	*	*		
AWS Claim Key:	3788190	**Doc #:**	200600I		**Trx Code:**		05E15	**Labor Hrs:**		1	**Labor Cost:**		61.77	**Material Cost:**		86.48	**Total Cost:**		148.25						
Dlr Cd-Sub Cd:	00981-*	**Name:**	MAC EASLER FORD, INC.			**Ph:**	828-6934281	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	14-FEB-2006		**DIST(Mile):**	24190								
Cust Comments:	RECALL 05E15 EXHAUST PRESSURE SENSOR REPLACEMENT, ON BOARD DIAGNOSTIC SYSTEM AND ENGINE CONTR OL MODULES RECALIBRATION																								
Tech Comments:	24190 PREFORMED RECALL 05E15 .																								
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	*	*	*		SXX	V00	*	*		
AWS Claim Key:	3788191	**Doc #:**	200600J		**Trx Code:**		05B32	**Labor Hrs:**		.2	**Labor Cost:**		12.35	**Material Cost:**		0	**Total Cost:**		12.35						
Dlr Cd-Sub Cd:	00981-*	**Name:**	MAC EASLER FORD, INC.			**Ph:**	828-6934281	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	14-FEB-2006		**DIST(Mile):**	24190								
Cust Comments:	RECALL 05B32 DE GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT																								
Tech Comments:	24190 PREFORMED RECALL 05B32																								
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	10	*	*	*	*		SXX	V00	*	*		
AWS Claim Key:	3788192	**Doc #:**	200600K		**Trx Code:**		59B01	**Labor Hrs:**		.3	**Labor Cost:**		18.53	**Material Cost:**		0	**Total Cost:**		18.53						
Dlr Cd-Sub Cd:	00981-*	**Name:**	MAC EASLER FORD, INC.			**Ph:**	828-6934281	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	14-FEB-2006		**DIST(Mile):**	24190								
Cust Comments:	RECALL 59B01 ELIGIBLE FOR ONE TIME CUSTOMER ASSURANCE TEST DRIVE. SEE EMISSIONS RECALL 05E15 FOR DETAILS																								
Tech Comments:	24190 TEST DROVE OK AT THIS TIME																								
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-05	22-04-05	121692	USA	13	*	7D01	6C3Z	13008	AB	S09	V77	L29	01		
AWS Claim Key:	4419770	**Doc #:**	02448901		**Trx Code:**		E83	**Labor Hrs:**		.3	**Labor Cost:**		17.14	**Material Cost:**		174.71	**Total Cost:**		191.85						
Dlr Cd-Sub Cd:	04942-*	**Name:**	ANDY SHAW FORD OF MARS HILL, INC.			**Ph:**	828-6809988	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	21-APR-2006		**DIST(Mile):**	30388								
Cust Comments:	CUSTOMER REQUESTING REPLACEMENT OF PASSENGER SIDE FRONT LIGHT LENSE, SPIDER CRACK THROUGHOUT CLEAR LENSE.																								
1FTWW33P25[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	15-01-	22-04-05	121692	USA	13	*	5R02	*	3600	*	S10	V89	N23	42		

AWS Claim Key:	5302430	**Doc #:**	204143A	**Trx Code:**	E84	**Labor Hrs:**	05 3.2	**Labor Cost:**	197.66	**Material Cost:**	0	**Total Cost:**	197.66	
Dlr Cd-Sub Cd:	00981-*	**Name:**	MAC EASLER FORD, INC.	**Ph:**	828-6934281	**St:** NC	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	04-MAY-2006	**DIST(Mile):**	31447
Cust Comments:	CUST STATES THE FRONT END SHUDDERS AFTER HITTING BUMPS													
Tech Comments:	31447 TSB ROAD TESTED PERFORM TSB 05 22 01 A 3.2 CC 42 BP 3600 ROAD TESTED BY SHOP FORMAN OK													

Any comments? You can contact



webmaster



DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiffs
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

RECEIVED/FILED
Superior Court of New Jersey
OCT 3 1 2005
CIVIL CASE MANAGEMENT
UNION COUNTY

[redacted]	: SUPERIOR COURT OF NEW JERSEY
	: LAW DIVISION
SCOTCH PLAINS, NJ [redacted]	: UNION COUNTY
	:
vs.	: DOCKET NO.
	:
FORD MOTOR COMPANY	:
c/o CT CORPORATION	: CIVIL ACTION
820 Bear Tavern Road	:
West Trenton, N.J. 08625	: COMPLAINT AND JURY TRIAL DEMAND

COMPLAINT

1. Plaintiff, [redacted], is an adult individual citizen and legal resident of the State of New Jersey, residing at [redacted], Scotch Plains, NJ [redacted]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 820 Bear Tavern Road, West Trenton, N.J. 08625.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about May 6, 2005, Plaintiff purchased a new 2005 Ford Truck, (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21515[redacted] The vehicle was purchased in the State of New Jersey and registered in the State of New Jersey.

5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled $37,338.74.

6. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet, including a three (3) year or thirty-six thousand mile bumper-to-bumper express warranty.

7. On or about July 11, 2005, Plaintiff took possession of the above mentioned vehicle and experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

8. Said nonconformities consisted of, but were not limited to a defective suspension system. Copies of the repair orders are attached hereto and marked as Exhibit "A".

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

10. Plaintiff has delivered the nonconfirming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.

11. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

12. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

14. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and/or its authorized service center, may not have maintained records.

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

16. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney's fees and all court costs.

COUNT I
NEW JERSEY AUTOMOBILE LEMON LAW CLAIM

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

18. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Plaintiff's vehicle is a "New Motor Vehicle" as defined by N.J.S.A.56:12-30.

21. Said vehicle experienced defects and nonconformities within the first two years of purchase or within the first eighteen thousand (18,000) miles, which substantially impair the use, value and/or safety of said vehicle.

22. Defendant failed to correct and/or repair said nonconformities within a reasonable time.

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

24. Section 56:12-32 of the New Jersey Lemon Law provides:

> a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

25. Section 56:12-33 of the New Jersey Lemon Law provides a presumption of a reasonable number of repair attempts:

> a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
>
> (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
>
> (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
>
> b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

26. 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 remains uncorrected.

27. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) days or more.

28. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with N.J.S.A. 56:12-32, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

29. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney's fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. The amount is not in excess of $75,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

33. Plaintiff uses the subject product for personal, family and household purposes.

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

35. Defendant failed to make effective repairs, or failed to make effective repairs

within a reasonable time.

36. 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.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. Amount not in excess of $75,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

39. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

40. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability,

c. Breach of Implied Warranty of Fitness For a Particular Purpose,

d. Breach of Duty of Good Faith.

41. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

42. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

43. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

44. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

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

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

Sansone ROUTE 66 AUTO MALL

NISSAN FORD Dodge KIA

3481 Route 66, Neptune, New Jersey 07753
Direct: (732) 922-1856 • Fax: (732) 922-6124

DEAL # 65374

Customer's Name [redacted] Date 05/06/05 Miles 14 Stock # [redacted]

Address [redacted] SCOTCH PLAINS NJ [redacted]

Res. Phone [redacted] Bus. Phone [redacted] Salesperson [redacted]

Please Enter My Order For One:

[X] NEW [ ] DEMO [ ] USED [ ] PRIOR USE RENTAL CUST. INIT. ____ Year 2005 Make FORD Model EXPLORER Body Type 4 DR

Color TRUE BLUE CLEAR Trim ____ Serial No. 1FMZU34X51ZB[redacted]

Driver's License # [redacted] Soc. Sec. # [redacted]

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
Cash Purchase / Finance Purchase / Lease

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

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

IF A PURCHASE, THE FOLLOWING APPLY:

TO BE DELIVERED ON OR ABOUT 05/06/05

Price of Unit		46955.00
Additional Equipment (options)		
Window Etch (optional)	199.00	
TOTAL PRICE OF VEHICLE		37154.00
Less Trade-In		2500.00
TOTAL TAXABLE AMOUNT		34654.00
State Sales Tax		2079.24
NJ Tire Tax		7.50
Registration/Title Fee (Estimated)		399.00
Documentary Fee		
Computer Equipment & Software Usage Fee	$40.00	
Prep/Processing & Delivery of MV Title/Reg. Documents	$80.00	
Prep/Processing & Delivery of Sales Transactional Documents	$79.00	199.00
NET PAY-OFF ON TRADE-IN		
TOTAL		37338.74
Deposit (Cash, Credit Card, Check)		
Rebate		3000.00
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY		
BALANCE ON DELIVERY		34338.74

IF A LEASE, THE FOLLOWING APPLY:

TO BE DELIVERED ON OR ABOUT ____

MONTHLY PAYMENT AMOUNT $ ____ [ ] + TAX [ ] INC. TAX

TERM: ____ MONTHS

MILEAGE PER YEAR ____

Cash Due From Customer		
Applicable Rebate		
Net Trade In Allowance		
Title/Registration Fee (Estimated)		
Documentary Fee		
Computer Equipment & Software Usage Fee	$40.00	
Prep/Processing & Delivery of MV Title/Reg. Documents	$80.00	
Prep/Processing & Delivery of Sales Transactional Documents	$79.00	199.00
Total Due on Delivery		
Deposit (Cash, Credit Card, Check)		
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY		

Dear Customer:
The motor vehicle fees shown on the Vehicle Buyer Order or Lease Contract for your vehicle are an approximation of the actual fees that will be charged by the New Jersey Division of Motor Vehicles to process the title and registration for your vehicle. When your title work has been completed, we will refund any excess fees that have been collected. If we have underestimated your motor vehicle fees, we will seek payment of such amount from you.

Sincerely,
Motors Management

Customer's Initial [redacted]

TRADE-IN DESCRIPTION AND ALLOWANCE

Year 1996 Make FORD TRUCK Model EXPLORER

Serial No. 1FMDU34X9TZF[redacted] Mileage 85862

Trade-In Value 2500.00 Date of 05/06/05

Less Balance Owed ____

Net Trade-In Allowance 2500.00

Balance Owed to: ____

Address: ____

Account No.: ____

Info. From ____ Good Thru ____

Purchaser verifies that above stated mileage of 85862 on the trade-in vehicle is accurate.

Customer agrees and acknowledges that the trade-in allowance given by the dealer may exceed its actual cash value and the vehicle purchased and/or leased may exceed its MSRP by the same dollar amount.

Date: 05/06/05 ____
Customer's Initials

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate, and is free of flood, salvage or junk certificate. A $75.00 fee applies for lost title.

In consideration for the Dealership accepting the customer's Trade-In vehicle, the customer agrees to pay an estimated amount which will not exceed $20.00. The actual DMV charge for transferring title for the Trade-In vehicle to the Dealer shall be accessed at the time Motor Vehicle work is completed.

____ 05/06/05
Purchaser's Signature Date

IF A NEW VEHICLE SALE...
The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitations, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and purchaser hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the selling dealer.

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX

[ ] This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and purchaser hereby assumes any such risks.

OR

[ ] The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the purchaser in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the purchaser's own act. The undersigned, before entering into this contract to purchase, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the date of delivery of such vehicle.

/ / ____
Date Purchaser's Signature

WAIVER OF DEALER'S OBLIGATION

The undersigned, before entering into this contract to purchase, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval.

/ / ____
Date Purchaser's Signature

Customer agrees that this Order on the face and reverse side and any attachments to it includes all the terms and conditions, it is sole. Customer further agrees that this Order cancels and supersedes any prior buyer's order and as of the date signed by Dealer or his authorized agent comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. YOU HAVE THE RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT

CUSTOMER NO.	ADVISOR	CARD NO.	DATE IN	INVOICE NO.
[redacted]	CARLOS 236	[redacted]	07/12/05	[redacted]
[redacted]	LABOR RATE / LICENSE NO. [redacted] / MILEAGE IN 2898		COLOR BLUE/	STOCK NO.
	YEAR / MAKE / MODEL 05/FORD TRUCK/3-DTY F-250/SUPERCAB		DELIVERY DATE 3	DELIVERY MILES
SCOTCH PLAINS, NJ [redacted]	VEH ID. 1[redacted]X[redacted]1[redacted] / F.T.E. NO.	[redacted]	SELLING DEALER NO. / R.O. DATE 07/11/05	PRODUCTION DATE / DATE COMPLETED
[redacted]				MILEAGE OUT MO: 289

JOB# 1 CHARGES

LABOR-

J# 1 99FOZ CAMPAIGNS - RECALLS TECH(S):239 WARRANT

CUST STATES RECALL IS OPEN 05S33
PEFORMED RECALL 05S33B FUEL LINE CLIP

PARTS- QTY- TP- NUMBER- DESCRIPTION- UNIT PRICE-

1 5C3Z-9J278-A RETAINER WARRANT

TOTAL - PARTS 0.0

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.0

JOB# 2 CHARGES

LABOR-

J# 2 98FOZ MISCELLANEOUS TECH(S):239 0.0

CUST STATES WHEN DRIVING AND GOIN OVER BUMPS VEHICLE SHAKLS
CHECKED BALLANCE ON ALL 4 TIRERS AND
TIERE PRESURE WAS OFF RESET ALL PASSS

JOB# 2 TOTALS,

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.0

TECHNICIAN CERTIFICATION

239 GEZA HORVATH 2974

TOTALS

TOTAL LABOR....	0.0
TOTAL PARTS....	0.0
TOTAL SUBLET...	0.0
TOTAL G.O.G....	0.0
TOTAL MISC CHG.	0.0
TOTAL MISC DISC	0.0
TOTAL TAX.....	0.0
TOTAL INVOICE $	0.00

***

[redacted]

SCOTCH PLAINS, NJ [redacted]

JAMES QUINN 5753 1339 08/22/05 [redacted]

4,827 TRUE BLUE C [redacted]

05/FORD TRUCK/S-DTY F-250/SUPERCAB S 05/06/05 14

1 F T S X 2 1 5 1 5 E [redacted] 100

08/17/05

[redacted]

MO: 4835

LABOR & PARTS----------

[redacted] STEERING/SUSPENSION [redacted] INTERNAL

C/S WHEN HITTING A BUMP VEHICLE WANDERS ALL OVER ROAD
ROAD TEST.CK.FOR LOOSE STEERING/SUSPENSION.CK.ALIGNMENT.
CK.TIRES/PRESSURE.

JOB # 1 TOTAL LABOR & PARTS 0.00

[redacted] BRAKES [redacted] INTERNAL

CUSTOMER STATES:PULSATION THROUGH BRAKE PEDAL DURING
HARD STOPS.
BRAKE INSPECTION.NO REPAIRS NEEDED

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]

[ ] VISA [ ] MASTERCARD [ ] DISCOVER

[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DATE 8/22 TIME 2PM

PHONE # 908 722-8984 4M

CONTACT [redacted]

OR

LEFT MESSAGE ☑ ☐ ☐

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 01:34pm

AUTO MALL

ROUTE 66

3401 Route 66, Neptune, New Jersey 07753
Service Direct: (732) 922-1023

NISSAN | FORD | Dodge | KIA

CUSTOMER NO. [redacted]

[redacted]

SCOTCH PLAINS, NJ [redacted]

[redacted]

ALBERTO GOMEZ 6581 TAG NO. [redacted]

LABOR RATE | LICENSE NO. | MILEAGE 5,779

YEAR 05 MODEL FORD TRUCK/S-DTY F-250/SUPERCAB S

VEHICLE I.D. NO. 5 X 2 1 5 1 5 E [redacted]

F.T.E. NO. | P.O. NO.

COMMENTS

INVOICE DATE 09/16/05

COLOR TRUE BLUE C [redacted]

DELIVERY DATE 09/06/05

DELIVERY MILES 14

SELLING DEALER NO. 100

PRODUCTION DATE 08/14/05

MO: 5795

LABOR & PARTS

1 45F0Z STEERING/SUSPENSION INTERNAL

CUST STS WHEN HITTING BUMPS VEHICLE IS ALL OVER THE
VEHICLE BEING TEST DRIVEN AND INSPECTED BY FORD REP
ROADTESTED WITH FORD REP (KIRK LEE) FOR 1 HOUR
UNABLE TO DUPLICATE SHAKING TO THE SAME DEGREE AS THE
CUSTOMERS DESCRIPTION
SHAKING WAS EXPERIENCED ON ANOTHER VEHICLE BY SERVICE
MANAGER (BERT GOMEZ) BUT WAS UNABLE TO DUPLICATE DURING
ROADTEST WITH FORD ENGINEER (DAN YUROVSKY)
INSPECTED VEHICLE SUSPENSION AND STEERING
NO PROBLEMS FOUND
THE SHAKING CONCERN IS BELIEVED TO BE
TYPE OF SUSPENSION (COIL SPRINGS)
AND F350 TRUCKS WERE EQUIPED WITH
ACCORDING TO OUR FORD REPRESENTAT
REPAIR OR ADJUSTMENT THAT CAN BE
ELIMINATE THE SHAKING CONCERN
CUSTOMER WAS ADVISED LOANER WAS

0.00

COMMENTS
DROP OFF FOR FORD REP INSPECTION

TOTALS

0.00

0.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER'S SIGNATURE

0 U R 1 2 0

SERVICE HOURS

MONDAY - FRIDAY
7:30 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PM

DIRECT

SERVICE (732) 922-1023
PARTS (732) 922-1054
MAIN (732) 922-1050

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

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. [illegible] SATISFACTORY TELL [illegible] WILL BE GLAD TO [illegible]

GUARANTEE

12 MONTHS OR PARTS AND LABOR OR 12,000 MILES WHICHEVER OCCURS FIRST ON ALL NEW PARTS & LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED.)

1 OF 1 CUSTOMER COPY [illegible] INVOICE] 04:22pm



All Action Details for Issue

Print

VIN: 1FTSX21515[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]
Name: [redacted] **Owner Status:** Original **WSD:** 2005-05-06
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: EXECUTIVE LIAISON - GENERAL/OTHER **Secondary Phone:** [redacted]
Issue Type: 03 CONCERN **Issue Status:** OPEN
Initial Customer Contact:

Action: EXEC REF PHONE
Dealer: **Origin Desc:** CRC- PRIORITY GROUP
Odometer: 4800 MI **Comm Type:** PHONE
Analyst Name: GRIMM JONATHAN **Analyst:** JGRIMM8
Action Date: 09/19/2005 **Action Time:** 10.52.12.703 **Action Data:** No

Comments CUSTOMER SAID: - EXECUTIVE CONTACT; JGRIMM; - IBC FROM CUST;- I' M GOING TO FILE FOR THE LEMON LAW;- EVERY TIME I HIT A BUMP, THE TRUCK IS ALL OVER THE ROAD;- I'VE TAKEN IT TO 2 DLRSHPS;- THE REGION SAYS THE VEH IS OPERATING WITHIN SPEC;- THIS IS UNACCEPTABLE;- I WANT TO SPEAK TO SOMEBODY IN THE REGIONDEALER SAID: DLRSHP : SANSONE FORD, 3401 ROUTE 66NEPTUNE, NJ 07753, TEL: (732) 922-1050CRC ADVISED: - EXECUTIVE CONTACT; JGRIMM;- ADVISED CUST THE EXECUTIVE OFFICE HAS NO JURISDICTION OVER REGIONAL DECISIONS;- ADVISED CUST I WILL CONTACT THE DLRSHP TO DISCUSS AND FOLLOW UP WITH HER IN 24 HRS;

Action: EXEC REF OUTBOUND CALL TO DEALERSHIP
Dealer: 20574 SANSONE FORD **Origin Desc:** CRC- PRIORITY GROUP
Odometer: 4800 MI **Comm Type:** PHONE
Analyst Name: GRIMM JONATHAN **Analyst:** JGRIMM8
Action Date: 09/20/2005 **Action Time:** 09.40.30.358 **Action Data:** No

Comments CRC ADVISED: - EXECUTIVE CONTACT; JGRIMM;- OBC TO BERT GOMEZ, S/M @ DLRSHP;- LFT MSG TO CALL ME;

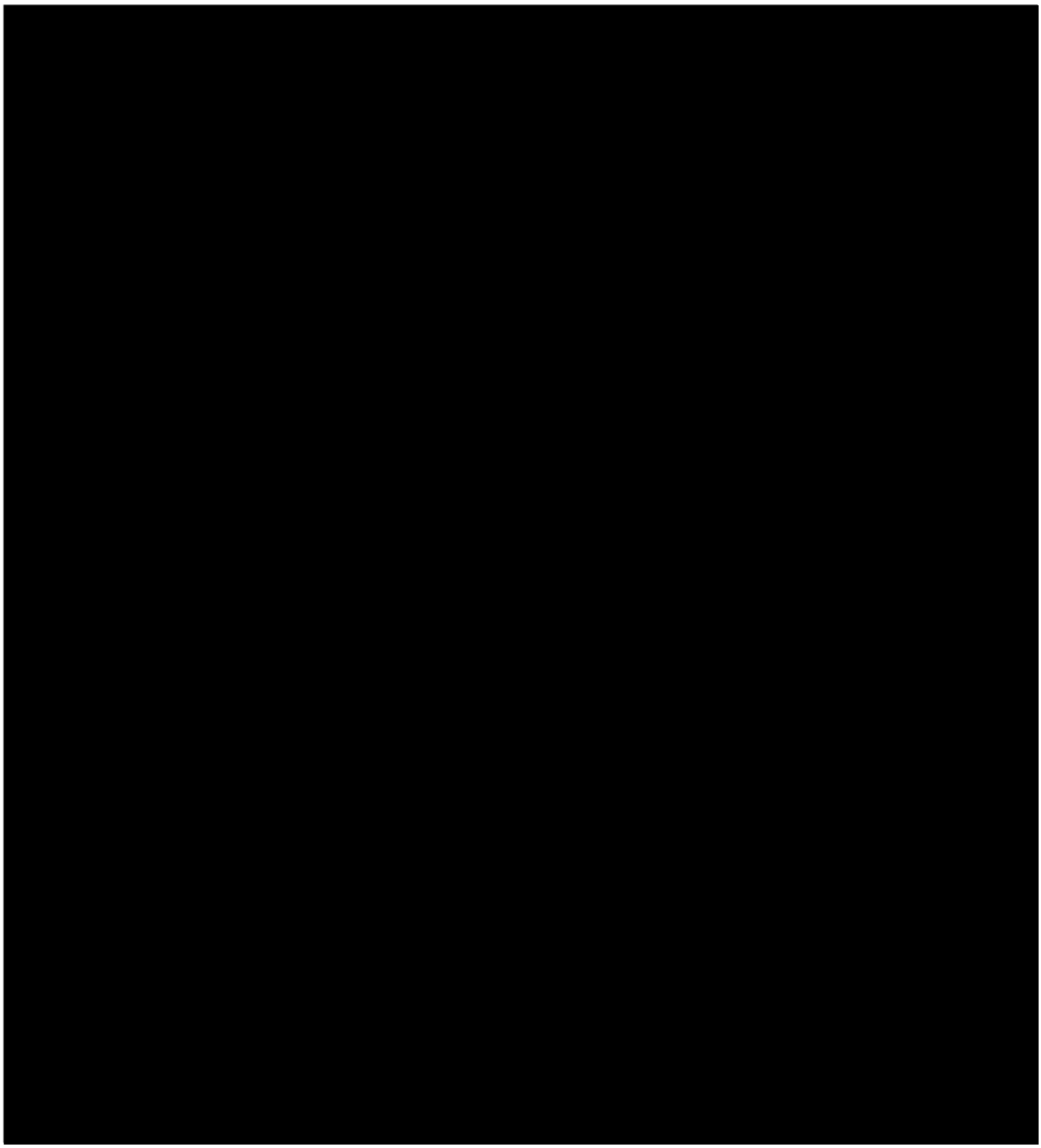
Action: EXEC REF CONCUR WITH DEALERSHIP
Dealer: 20574 SANSONE FORD **Origin Desc:** CRC- PRIORITY GROUP
Odometer: 4800 MI **Comm Type:** PHONE
Analyst Name: GRIMM JONATHAN **Analyst:** JGRIMM8
Action Date: 09/20/2005 **Action Time:** 10.58.07.092 **Action Data:** No

Comments CRC ADVISED: - EXECUTIVE CONTACT; JGRIMM;- IBC FROM BERT, S/M @ DLRSHP;- BERT ADVISED THAT HIS DLRSHP WAS NOT ABLE TO DUPLICATE THE CONCERN IN THE CUST'S VEH, BUT HE IS AWARE THAT THE ISSUE HAS APPEARED IN OTHER VEHS;- THE REGION IS AWARE AND CONSIDERS THE CHARACTERISTIC NORMAL;- ADVISED BERT THE CUST IS CONSIDERING THE LEMON LAW AND ADVISED I WILL SUGGEST THE DRB IF SHE IS STILL DISSATISFIED;

Action: EXEC REF DOCUMENT ADDITIONAL INFORMATION
Dealer: 20574 SANSONE FORD **Origin Desc:** CRC- PRIORITY GROUP
Odometer: 4800 MI **Comm Type:** PHONE
Analyst Name: GRIMM JONATHAN **Analyst:** JGRIMM8
Action Date: 09/20/2005 **Action Time:** 11.09.08.492 **Action Data:** No

Comments CRC ADVISED: - EXECUTIVE CONTACT; JGRIMM;- OBC TO CUST @ DAY NUMBER;- LFT MSG TO CALL ME;







Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21515[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	T/F - FORD DIVISION DERIVATIVE	**Navis Eng Serial No:**	171104221295
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	01-DEC-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	113468 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NJ
		Buyer St/Prov:	*

Arrival Date:	08-DEC-2004	**Red Carpet Lease:**	*		
Sale Date:	06-MAY-2005	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	06-MAY-2005	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	06-MAY-2005	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNKLW - TRUE BLUE CC WB
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714E0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000N5 - DARK FLINT	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	D	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDR214204	**RF:**	M3AHDR214204
LR:	M3AHDR214204	**RR:**	M3AHDR214204
LI:	*	**RI:**	*

SPARE: M3AHDP21???? **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAC - DGAAC
Emission Cert Type:	5
Emission Decal Suffix:	MFG
Engine Family:	5FMXK054SF5

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 17-NOV-2005
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21515E[redacted]F7	T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	01-12-04	06-05-05	113468	USA	0	*	3A11	*	*	*	SXX	V00	*	*

AWS Claim Key:	589245	**Doc #:**	13933001	**Trx Code:**	05B27	**Labor Hrs:**	7
Dlr Cd-Sub Cd:	20574-*	**Name:**	SANSONE FORD	**Ph:**	732-9221050	**St:** NJ	**Ctry Cd:** USA
Cust Comments:	RECALL 05B27						
Tech Comments:	1 COMPLETED RECALL 05B27B 7.0						

Labor Cost:	536.83	**Material Cost:**	97.54	**Total Cost:**	634.37		
Reg Cd:	NA	**Repr Date:**	21-MAR-2005	**DIST(Mile):**	14		

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21515E[redacted]F7	T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	01-12-04	06-05-05	113468	USA	3	*	*	*	*	*	SXX	V00	*	*

AWS Claim Key:	1291663	**Doc #:**	13285701	**Trx Code:**	05S33	**Labor Hrs:**	.2
Dlr Cd-Sub Cd:	01770-*	**Name:**	BOUND BROOK FORD, INC.	**Ph:**	732-3560072	**St:** NJ	**Ctry Cd:** USA
Cust Comments:	CUST STATES RECALL IS OPEN 05S33						
Tech Comments:	PEFORMED RECALL 05S33B FUEL LINE CLIP						

Labor Cost:	17.84	**Material Cost:**	4.23	**Total Cost:**	22.07
Reg Cd:	NA	**Repr Date:**	11-JUL-2005	**DIST(Mile):**	2898

Any comments? You can contact



webmaster



DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

[redacted]	: COURT OF COMMON PLEAS
Bangor, PA [redacted]	: PHILADELPHIA COUNTY
vs.	: TERM, 2005
FORD MOTOR COMPANY c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [redacted] Bangor, PA [redacted]

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

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about May 4, 2005, Plaintiff purchased a 2005 Ford F250 manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTSW21P05E[redacted] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $71,520.80.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about May 4, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective suspension. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and

repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

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

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

31. Plaintiff uses the subject product for personal, family and household purposes.

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

33. Defendant failed to make effective repairs.

34. 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.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

[redacted]

BY: _____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

[redacted] [redacted]

INVOICE

PAGE 1

PEN ARGYL MOTORS INC.
1109 Blue Valley Drive
Pen Argyl, PA 18072
(610) 863-4700
Fax (610) 863-3128

[redacted]
PEN ARGYL, PA [redacted]
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 8 THOMAS DEVLIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TA
SILVER	05	FORD F250 PICKUP	1FTSW21P05E[redacted]		2555/2555	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
04MAY05 IS 04MAY05 DD			17:00 23JUN05		78.00	CHG	28JUN05

R.O. OPENED	READY	OPTIONS: STK: [redacted]
08:18 23JUN05	12:39 28JUN05	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	AS PER REAGLE REPLACE FRT SHOCKS WITH SUPPLIED SHOCKS.							
	99				REPLACE FRT SHOCKS WITH SUPPLIED SHOKS FROM REGENCY AS PER JARED			
		42	CPF	1.50		117.00	117.00	
	SUBL				RENTAL	75.00	75.00	
			CPF					
	**********							
B	CK FRT END ALIGNMENT							
	15				SET CASTER AND CAMBER AND TOE ALL OK ON ROSD TEST			
		10	CPF	1.50		69.95	69.95	
	**********							

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	186.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	75.00
MISC. CHARGES	0.00
TOTAL CHARGES	261.95
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	261.95

CUSTOMER COPY

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[redacted] [redacted]

INVOICE

PAGE 1

PEN ARGYL MOTORS INC.
1109 Blue Valley Drive
Pen Argyl, PA 18072
(610) 863-4700
Fax (610) 863-3128

[redacted]
PEN ARGYL, PA
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 8 THOMAS DEVLIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSW21P05E[redacted]		1955/1955	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
04MAY05 IS 04MAY05 DD			17:00 09JUN05		70.00	CASH	10JUN05

R.O. OPENED	READY	OPTIONS:	STK:
08:31 31MAY05	16:47 10JUN05		[redacted]

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STATES AFTER HITTING BUMPS FRT END IS UNCONTROLABLE			
99 CK AND FOUND FORD STEERING STABLIZER NOT STRONG ENOUGH TO STABLIZE STEERING WHEN YOU HIT POT HOLES. INSTALL SKY JACKER. ROAD TEST MUCH BETTE			
10 CPF 2.50		175.00	175.00
1 7154 STABILER, SKYJACKER	120.00	120.00	120.00
1 FREIGHT SHIPPING	22.00	22.00	22.00
MISC ENTERPRISE RENTAL TO BE PAID BY REAGENCY			
CPF		225.00	225.00
**********			
B** CUST STATES WHEEL PULLS OUT OF YOUR HANDS AFTER HITTING BUMPS			
CAUSE: COMPLETE TSB 04261			
042601A TSB 04-26-1			
10 WF [redacted]			(N/C)
FC: N23 42			
PART#: 3600			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
2458			
**********			

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	175.00
PARTS AMOUNT	142.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	225.00
TOTAL CHARGES	542.00
LESS INSURANCE	0.00
SALES TAX	32.52
PLEASE PAY THIS AMOUNT	574.52

CUSTOMER COPY

[redacted] [redacted]

INVOICE

PAGE 1

PEN ARGYL MOTORS INC.
1109 Blue Valley Drive
Pen Argyl, PA 18072
(610) 863-4700
Fax (610) 863-3128

[redacted]
PEN ARGYL, PA [redacted]
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 8 THOMAS DEVLIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSW21P05E[redacted]		1100/1110	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO [redacted]ATE	PAYMENT	INV. DATE
04MAY05 IS 04MAY05 DD			17:00 19MAY05	70.00	CHG	27MAY05

R.O. OPENED	READY	OPTIONS: STK [redacted]
07:47 16MAY05	10:47 27MAY05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STATES AT TIMES OVER BUMPS TRUCK OR TIRES BOUNCE AND HARD TO CONTROL.			
CAUSE: .			
99 VERIFEY CUST CONCERN CALLED REGENCY AND ADVISDED TO ADJUST SHOCKS AND TIRES DID NOT WORK. CALLED BACK AND TOLD TO CK SWAY BAR AND REPLACE ST			
42 CPF 5.30		371.00	371.00
SUBL RENTAL			
CPF		315.00	315.00
STABLIZER STILL THE SAME. CALLED REGENCY AND TO LD POSSIABLE BAD SHOCK REGENCY SENT PARTS REPLA CE SHOCKS AND MOUNTS SET ALL SHOCKS TO 4 ROAD T EST AND ALL OK NOW RENTIAL ALSO			
**********			
B CUST STATES AT TIME OVER BUMPS STEERING SHIMMYS [redacted]			
CAUSE: CK AND FOUND FRT END SHIMMY WHEN HITTING BUMPS REPLACE STEERING STABLIZER ALL OK [redacted]			
MT3E651 BASE PART FOR STEERING STABLIZER REPLACEMENT			
42 WF 1.40			(N/C)
1 5C3Z*3E651*CA DAMPER ASY			(N/C)
FC: N23 42			
PART#: 5C3Z*3E651*CA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
**********			

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	371.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	315.00
MISC. CHARGES	0.00
TOTAL CHARGES	686.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	686.00

CUSTOMER COPY

[redacted]

CITIZENS AUTOMOBILE FINANCE CORP.

RETAIL INSTALLMENT CONTRACT PA

Dealer Number: 05/04/2005

Buyer: [redacted] PEN ARGYL PA [redacted]

Co-Buyer: [redacted] PA PEN ARGYL 18072

Creditor/Seller: PEN ARGYL FORD [redacted] 18072

WHO IS BOUND: You, the Buyer and Co-Buyer, and we, the Seller, are each bound by this contract. We agree to sell you the vehicle described below. You agree to buy it on the terms and conditions stated in this contract.

DESCRIPTION OF VEHICLE

Year	Make	Model	Key Number

Vehicle Identification Number	Odometer Reading

THE VEHICLE AND PARTS ARE NEW, EXCEPT FOR MODEL YEAR OR OTHERWISE STATED HEREIN.

NOTICE TO BUYERS OF USED FOR DEMONSTRATION VEHICLES: THE INFORMATION ABOVE AND ON THE WINDOW FORM FOR THE VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACIÓN QUE USTED VEA EN EL FORMULARIO DE VENTANILLA PARA EL VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA ANULA CUALESQUIER ESTIPULACIÓN CONTRARIA EN EL CONTRATO DE VENTA.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
18.90%	$ 9357.60	$ 20074.70	$ 29432.30	$ 29432.30

PAYMENT SCHEDULE

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
60	$ 490.72	MONTHLY BEGINNING 06/04/2005

PREPAYMENT: If you pay off early, you will not have to pay a penalty. You will not get a refund of the finance charge.

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

LATE CHARGE: If a payment is late, you will be charged [redacted] of the unpaid amount of any payment more than two days late.

SEE THIS CONTRACT FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS AND PENALTIES.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, service, repair, taxes and other charges)		$ 32014.70 (1)
2. Downpayment:		
A. Trade-In: Year 2004 Make FORD Model FREESTAR		
Gross Allowance $ 28500.00 less Amount Owing $ 27425.00 equals Net Trade-In	$ 1075.00	
(If Amount Owing exceeds Gross Allowance, enter "0" in Net Trade-In and enter excess as Prior Credit or Lease Balance in Item 4D)		
B. Cash Downpayment	$ 2500.00	
C. Manufacturer's Rebate Applied to Downpayment	$ 2000.00	
D. Total Downpayment (A plus B plus C)		$ 5575.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D)		$ 26439.70 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies (Amounts paid to insurance companies as per insurance disclosures below):		
1. Optional Credit Life Insurance	$ N/A	
2. Optional Credit Accident and Health Insurance	$ N/A	
B. Amounts Paid to Public Officials:		
1. Government License and/or Registration Fees	$ 6.00	
2. Certificate of Title Fees	$ 22.50	
3. Lien Recording Fees	$ 0.00	

5. Other (Specify) $ N/A

C. Seller's Documentary Fee (not a governmental fee) $ 55.00

D. Other Charges (Describe who will receive payment and purpose)

1. To _____ For Prior Credit or Cash Balance $ N/A

2. To _____ For _____ $ N/A

3. To _____ For _____ $ N/A

4. To _____ For _____ $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) (5)

5. Amount Financed / Unpaid Balance (3 plus 4E) (6)

6. Finance Charge (7)

7. Time Balance (8)

8. Payment Schedule: One payment of $ [redacted] payments of $ [redacted] each beginning 06/03/2005 and ending 05/04/2011

on the dates shown in the PAYMENTS OF RENTS section.

To the extent permitted by applicable law, you are receiving a partial prepayment rebate on these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above in accordance with the payment schedule shown above. Interest is computed on a daily rate basis. See the Annual Percentage Rate shown above. If the Amount Financed is paid before the scheduled date, you may receive a refund of unearned interest. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

PAYMENTS: BEFORE, OR AFTER DUE DATE: This is a simple interest contract. This means that the amount of the Finance Charge shown above may vary depending upon when you make payments. If you pay before the scheduled date, the Finance Charge you will owe will be less. If you pay after the scheduled date, the Finance Charge you will owe will be more. You may choose the payment amount and payment date, subject to the following: [illegible]

LOCATION OF VEHICLE: The vehicle will be kept at the above address unless you agree otherwise below.

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. [illegible] WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.

[illegible]

Type of Coverage | Premium | Term | Signature

Credit Insurance | [illegible]

Disability | [illegible]

[illegible]

[illegible]

[

INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you canc [redacted] **of the vehicle ordered, ex** [redacted] **t as damages the amount PURCHAS SIGNATUR**

TOTAL CRE

*Payoff Amount is Subject To Verification	Less Payoff *	24925.00
	Net Trade-In	3575.00
	Deposit	
	Cash on Delivery	2500.00
Net Trade + Deposit + Cash on Delivery =	**Total Down Payment**	6075.00
	Unpaid Balance of Total Price	54048.20

Buyer ag [redacted] **s and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.** Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

☐ **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.**

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

XX
BUYER SIGNS [redacted] **DATE** _____

MANAGER'S A [redacted] 05/04/05
(Must Be Accepted By An Authorized Representative Of The Dealer)

CO-BUYER SIGNS X _____ **DATE** 05/04/05

XX

PEN ARGYL FORD

1109 Blue Valley Drive
PEN ARGYL, PA 18072
(610) 863-4700

DEAL#: 1390
10423

X ☐ NEW or ☐ USED ☐ DEMO ☐ CAR ☐ TRUCK PRIOR USE: NEW

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NAME: [redacted] DATE: 05/04/05

STREET: [redacted]

CITY: PEN ARGYL STATE: PA ZIP: [redacted]

PHONE(BEST): [redacted] PHONE:

SOC. SEC. NO.: [redacted] AGE: [redacted] DATE OF BIRTH: [redacted]

YR.	MAKE	MODEL	TYPE
05	FORD	F250 PICKUP	

COLOR	TRIM	MILEAGE
BLACK		90

VIN: 1 F T S W 2 1 P 0 5 E [redacted]

STOCK NO.: [redacted] SALESMAN: RICH,ALBERT J TO BE DELIVERED FOR/ABOUT:

DESCRIPTION OF TRADE IN

YR.	MAKE	MODEL	TYPE
04	CHEVROLET	AVALANCHE	

COLOR	TRIM	MILEAGE
BLACK		

VIN: 3 G N E K 1 2 T 6 4 G [redacted]

TITLE NO.: [redacted] PLATE NO.:

[redacted] LOAN #:

LIENHOLDER: LAF AMB PHONE:

ADDRESS: SPOKE WITH:

AMOUNT	GOOD TILL	VERIFIED BY:
24925.00		

COLLISION COVERAGE

[redacted]

WARRANTY INFORMATION

☑ FACTORY WARRANTY: The manufacturer's warranty [redacted] Implied warranty of merchantability [redacted] authorizes any other person to assume [redacted]

☐ USED CAR WARRANTY: Used car [redacted] limited warranty [redacted] You may obtain a full copy of any applicable warranty from us.

☐ AS-IS: THIS MOTOR VEHICLE IS SOLD "AS-IS" WITHOUT ANY WARRANTY. [redacted] THE PURCHASER WILL PAY [redacted] REPAIRS THAT [redacted]

PURCHASER'S SIGNATURE: X

USED CAR BUYER'S GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

PRICE OF VEHICLE	60245.00
[redacted]	
REBATE	2000.00
TOTAL COMPLETE AS AGREED	
NO FURTHER ADO!!!	
THANK YOU	
[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]



Server Name : AWS New Prod AWSPPRDDG

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21P05E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	501056484847
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	86044	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
EN200 2501056484847
```

Trace Trans Serial No:

```
A4532 250105A1N61462705C3P-7000-KB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	26-JAN-2005

SALE INFORMATION:

Region: NA - ########## **Selling Dealer:** 116466 - *
Country: USA - ########## **Selling Dlr St/Prov:** PA
Buyer St/Prov: *

Arrival Date:	09-FEB-2005	**Red Carpet Lease:**	*		
Sale Date:	04-MAY-2005	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	04-MAY-2005	**Modified Vehicle:**	6044	**Vehicle Count Flag:**	Y
Orig Warranty Date:	20-JAN-2005	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5D	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	PNUAC - EBONY WB C/C-W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	D	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDR215104	**RF:**	M3AHDR215104
LR:	M3AHDR215104	**RR:**	M3AHDR215104
LI:	*	**RI:**	*

SPARE: M3AHDP21???? **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

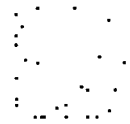
ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAB - DGAAB
Emission Cert Type:	*
Emission Decal Suffix:	*
Engine Family:	*

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 04-MAY-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05E[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	26-01-05	04-05-05	116466	USA	1	*	5N01	5C3Z	3E651	CA	S10	V89	N23	42

AWS Claim Key: 977251 **Doc #:** 101244B **Trx Code:** 1 **Labor Hrs:** 1.4 **Labor Cost:** 83.37 **Material Cost:** 23.76 **Total Cost:** 107.13

Dlr Cd-Sub Cd: 04028-* **Name:** PEN ARGYL FORD **Ph:** 610-8634700 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 16-MAY-2005 **DIST(Mile):** 1100

Cust Comments: CUST STATES AT TIME OVER BUMPS STEERING SHIMMYS.
Tech Comments: CK AND FOUND FRT END SHIMMY WHEN HITTING BUMPS REPLACE STEERING STABLIZER ALL OK

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	26-01-05	04-05-05	116466	USA	1	*	5R02	*	3600	*	S10	V89	N23	42

AWS Claim Key: 1071463 **Doc #:** 101453B **Trx Code:** 1 **Labor Hrs:** 3.2 **Labor Cost:** 190.56 **Material Cost:** 0 **Total Cost:** 190.56

Dlr Cd-Sub Cd: 04028-* **Name:** PEN ARGYL FORD **Ph:** 610-8634700 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 31-MAY-2005 **DIST(Mile):** 1955

Cust Comments: CUST STATES WHEEL PULLS OUT OF YOUR HANDS AFTER HITTING BUMPS
Tech Comments: COMPLETE TSB 04261

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05F[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	26-01-05	04-05-05	116466	USA	4	*	5O01	5C3Z	3504	AA	S10	V87	H21	42

AWS Claim Key: 1741224 **Doc #:** 102534B **Trx Code:** 1 **Labor Hrs:** 4.5 **Labor Cost:** 277.6 **Material Cost:** 701.11 **Total Cost:** 978.71

Dlr Cd-Sub Cd: 04028-* **Name:** PEN ARGYL FORD **Ph:** 610-8634700 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-AUG-2005 **DIST(Mile):** 6163

Cust Comments: CUST STATES FRT END FEELS LOSSE
Tech Comments: CK AND FOUND FREE PLAY IN STEERING BOX TRY TO ADJUST BUT NO ADJUSTMENT LEFT. REPLACE STEERING BOX AND DO FEA.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	26-01-05	04-05-05	116466	USA	6	*	5N01	5C3Z	3304	BA	S10	V87	H21	30

AWS Claim Key: 2326247 **Doc #:** 103419A **Trx Code:** 1 **Labor Hrs:** 1.8 **Labor Cost:** 111.05 **Material Cost:** 113.09 **Total Cost:** 224.14

Dlr Cd-Sub Cd: 04028-* **Name:** PEN ARGYL FORD **Ph:** 610-8634700 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 18-OCT-2005 **DIST(Mile):** 10258

Cust Comments: CUSTOEMER STATES THERE IS TOO MUCH PLAY IN THE STEERING
Tech Comments: VERIFIED PLAY IN STEERING. REPLACED DRAG LINK AND CHECKED ALIGNMENT.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P05F[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	26-01-	04-05-05	116466	USA	7	*	5G03	5C3Z	3050	A	S10	V87	N58	42

											05														
AWS Claim Key:	2728469	**Doc #:**	103807A	**Trx Code:**	1	**Labor Hrs:**	5.8	**Labor Cost:**	357.81	**Material Cost:**	408.33	**Total Cost:**	766.14												
Dlr Cd-Sub Cd:	04028-*	**Name:**	PEN ARGYL FORD		**Ph:**	610-8634700	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	15-NOV-2005	**DIST(Mile):**	11709										
Cust Comments:	CUSTOMER STATES CHECK SHIMMY MOSTLY AT HWY SPEEDS,WHEEL SHAKES OVER BUMPS																								
Tech Comments:	VEH HAS BEEN ALTER BY REGENCY CONVERSON AND CUST HAS CHANGED TIRES FROM WHAT CONVERSON CO HAD PUT ONFOUND LOWER BALL JOINTS BAD. REPLACED BALL JTS FOLLOWING PROCEDURE OF DISCONNECTING FNT SPINDLE AND HUB TO AXCESS LWR BALL JTS TO REPLACE																								

1FTSW21P05F[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	26-01-05	04-05-05	116466	USA	10	*	5R02	*	3600	*	S10	V89	C50	42		
AWS Claim Key:	3705446	**Doc #:**	104898B	**Trx Code:**	E84	**Labor Hrs:**	3.2	**Labor Cost:**	197.41	**Material Cost:**	0	**Total Cost:**	197.41												
Dlr Cd-Sub Cd:	04028-*	**Name:**	PEN ARGYL FORD		**Ph:**	610-8634700	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	18-FEB-2006	**DIST(Mile):**	17310										
Cust Comments:	TSB TORQUE FRONT END TO FORDS SPECS																								
Tech Comments:	PERFORMED TSB 05 22 1 STEERING WHEEL OSCILLATION ADJUSTED STEERING GEAR MESH LOAD PERFORM ALIGNMENT TO REDUCE FRONT CASTER ROAD TESTED ALL OK AT THIS TIME																								

Any comments? You can contact

webmaster



Robert M. Silverman, Esquire
Identification No. 55914
Louis Dobi, Jr., Esquire
Identification No. 88362
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]
Scranton, 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] Scranton, PA [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address 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 March 24, 2005, Plaintiff leased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21565E[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 $38,910.00. 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.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

13. Tom Hesser 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.

14. On or about March 24, 2005, 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.

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

16. 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 purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

17. 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.

18. 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.

19. 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.

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

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

22. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: vehicle bounces all over the road; when the vehicle hits a bump it will veer into the next lane; severe front end vibration. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

23. 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.

24. 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.

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

26. 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).

27. 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

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

29. 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).

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

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

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

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

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

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

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

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

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

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

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

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

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. 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

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

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

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

48. 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."

49. 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.

50. 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.

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

52. 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.

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

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

1-800-727-7000

Pennsylvania Motor Vehicle Lease Agreement

Lease Date: 03/24/05

Red Carpet Lease

Lessee (and Co-Lessee) – Name and Address (including County):

[redacted]
SCRANTON PA [redacted] LACKAWANNA

Lessor – Name and Address

[redacted]
SCRANTON, PA [redacted]

Ford Credit

"Ford Credit" is Ford Motor Credit Company. The "Holder" is CAB EAST LLC and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.

New/Used/Demo	Mileage at Delivery	Year/Make/Model	GVW if Truck (lbs.)	Vehicle ID #	Vehicle Use
NEW	12	2005 FORD F250 PICKUP		1FTSX21565E[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized below)*

$ 13045.79

2. Monthly Payments

Your first monthly payment of $ 335.51 is due on 03/24/05 followed by 23 payments of $ 335.51 due on the 23RD day of each month. The total of Your monthly payments is $ 8052.24

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) N/A

N/A

N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 20762.52

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 12577.63
b. First monthly payment	335.51
c. Refundable security deposit	N/A
d. Title fees	22.50
e. Registration fees	11.00
f. UPFRONT SALES TAX	N/A
g. Acq/OLSF/OLDF	39.15
h. Doc Fee	55.00
i. TIRE FEE	5.00
Total	$ 13045.79

6. How the Amount Due at Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ 10077.63
b. Rebates and noncash credits	2500.00
c. Amount to be paid in cash	468.16
d.	N/A
Total	$ 13045.79

7. Your monthly payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 37715.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below)**		$ 38910.00
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	–	12577.63
c. **Adjusted capitalized cost.** The amount used in calculating Your base monthly payment	=	26332.37
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base monthly payment	–	23383.30
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	2949.07
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	4438.37
g. **Total of base monthly payment.** The depreciation and any amortized amounts plus the rent charge	=	7387.44
h. **Lease payments.** The number of payments in Your lease	÷	24
i. **Base monthly payment**	=	307.81
j. **Monthly sales / use tax**	+	27.70
k.	+	N/A
l.	+	N/A
m. **Total monthly payment**		335.51
n. **Lease term in months**		24

$$ Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for ex[redacted]ndards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor [redacted] each mile in excess of 30017 miles shown on the odometer. See Items 18 and 22 on back for additional [redacted]

39017

9. Extra Mileage Option Credit. At the scheduled [redacted]ve a credit of _____ cents per unused mile for the number of unused miles between N/A and [redacted] amounts You owe under this lease. You will not receive any credit

ALL-STATE LEGAL®

PLAINTIFF'S EXHIBIT A

10. Purchase Option at End of Lease Term

$ 23883.30 **plus official fees and taxes is Your lease end purchase option price.** You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of the lease term if You are not in default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

☒ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ _____

_____

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties except as otherwise required by state law.

12. OFFICIAL FEES AND TAXES $ 786.80

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

13. LESSOR SERVICES _____

(See Item 18 on back) _____

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

Red Carpet Lease. Ford Credit

Vehicle Leasing Plan

****15. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax & Other Applicable Taxes	Title Fees	License & Registration Fees	Extended Warranty & Service Contract	Lessor Services	Acquisition Fee
$ 37715.00	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00
Documentation Fee	**Life Insurance Premium**	**Disability Insurance Premium**				**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	WEAR CARE + $ 600.00	+ $ N/A	LUX TAX + $ N/A	= $ 38010.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You [redacted] reement. Any change in this lease must be in writing and signed by You and Ford Credit.

Lessee: [redacted] By: [redacted] Title: _____

Co-Lessee: _____ By: _____ Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of t[redacted] otice of an assignment of this lease by the Lessor to Holder.

Lessee: [redacted] By: [redacted] Title: _____

Co-Lessee: _____ By: _____ Title: _____

Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WOR Plan agreement between Lessor and Holder unless otherwise indicated here:

Program No. _____

☐ LEV GUARANTY

Lessor: TOM HESSER FORD LLC By: _____ Title: _____

Questions?? Contact Ford Credit at **1-800-727-7000** or **www.fordcredit.com**

[redacted]
Scranton, PA

118 Linden Street
Scranton, PA 18503
570-347-5611
1-800-NOW-FORD

Ford

NO VERBAL COMMITMENTS WERE MADE TO ME OTHER THAN WHAT WAS WRITTEN ON THIS ORDER.

STOCK NO. [redacted]

PURCHASER'S NAME [redacted] 33428 DATE 03/24/05

ADDRESS [redacted] SCRANTON PA ZIP No. [redacted]

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted] SALESMAN KURILLA, TODD C

PLEASE ENTER MY ORDER FOR ONE 2005 FORD MODEL F250 PICKUP
(YEAR AND MAKE)

NEW [X] USED [ ] DEMO [ ]

BODY TYPE TK COLOR DK SHADOW TRIM MILEAGE 17 VIN 1FTSX21565E[redacted]

PRICE OF VEHICLE	37715.00
SUBTOTAL	37715.00
SUBTOTAL	37715.00
SALES TAX	N/A
REGISTRATION & TITLE TRANSFER ENCUMBRANCE	27.50
TEMPORARY TAG	10.00
DOC FEE MESSENGER FEE	55.00
PTA TAX	N/A
NOTARY FEE	
OLSF	14.15
OLDF	25.00
TOTAL	37846.65

ADDITIONS OR DELETIONS FROM ORIGINAL ORDER

EXTENDED WARRANTY TYPE	N/A
	N/A
	N/A
	37846.65
DEPOSIT (MIN. REQUIRED 10%) NON-REFUNDABLE	N/A
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	

TOTAL CREDIT

Trade-In	N/A
*Payoff Amount Is Subject To Verification — Less Payoff *	N/A
Net Trade In	N/A
Deposit	
Cash on Delivery	N/A

Net Trade + Deposit + Cash on Delivery = Total Down Payment N/A

Unpaid Balance of Total Price 37846.65

COLLISION COVERAGE

NAME OF ACCEPTING AGENT DAN TRUSKOWSKI

ADDRESS RT 590 BOX 169 HAMLIN PA

POLICY NUMBER 008432769 COLLISION DEDUCTIBLE 500.00

INSURANCE CO. ALLSTATE SPOKE WITH

EFFECTIVE DATE 12/21/04 EXPIRES 05/21/05 VERIFIED BY

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.

☐ AS IS - [redacted] implied. The purchaser will bear th[redacted] s or that may occur in the vehicle[redacted]

PURCHAS[redacted]
SIGNATU[redacted]

THE INF[redacted]ENT THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

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

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause.

WAIVER OF DEALER'S OBLIGATION

The undersigned, prior to entering into this contract to purchase, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval.

MO. MAR YR. 05 X _____

TRADE-IN DESCRIPTION AND ALLOWANCE

YEAR 2002 $45.00 FEE FOR LOST TITLE MAKE FORD MODEL F250 PICKUP

VIN 1FTNX21F62E[redacted] 03/24/05

TRADE-IN VALUE DATE	N/A
LESS BALANCE OWED	N/A
NET TRADE-IN ALLOWANCE	N/A

FMCC

Balance Owed to: _____

Address: _____

Account No.: _____ Date 03/24/05

PURCHASER VERIFIES ABOVE MILEAGE OF TRADE IN VEHICLE IS ACCURATE X _____ SIGNATURE LINE

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

Purchaser agrees that this Order on the face and reverse side hereof and any attachments hereto includes all of the terms and conditions, that this Order cancels and supersedes any prior agreements and as the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser acknowledges that he has read its terms and conditions and has received a true copy of this Order. I also certify that [redacted] ACCEPTED BY:

03/24/[redacted]

DEALER OR HIS AUTHORIZED REPRESENTATIVE DATE

THIS IS A SPECIAL ORDER NOT SUBJE[redacted]
DEPOSIT NON-REFUNDABLE
ALL BALANCES MUST BE PAID IN CASH OR CERTIFIED CHECK ONLY

Reynolds and Reynolds RO605005.O (10/02)

[redacted]

[redacted]

TOM HESSER Scranton, PA

Tom Hesser FORD
118 Linden Street Scranton, PA 18503
(570) 347-5611
www.tomhesser.com
a Tom Hesser Auto Group Company

INVOICE

[redacted]

SCRANTON, PA [redacted]
HOME: [redacted] BUS: [redacted]

PAGE 1

SERVICE ADVISOR: 7230 ALAN SUMMA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
DK SHADOW	05	FORD F250 PICKUP	1FTSX21565E[redacted]		3968/3968	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24MAR05 IS 24MAR05 DD			17:30 09JUN05		63.00	CASH	09JUN05

R.O. OPENED	READY
16:31 06JUN05	15:31 09JUN05

OPTIONS: STK:[redacted] DLR:16H101 ENG:5.4_Liter
TRN:44T

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES TRUCK HAS A SEVERE FRONT END VIBRATION AFTER HITTING BUMPS
CAUSE: .
45 ADJUST TIRE PRESSURE TO PROPER LEVELS, PERFORM FRONT END ALIGNMENT, TEST DRIVE.
36 W
FC:. PART#: COUNT: (N/C)
CLAIM TYPE:
AUTH CODE:

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

****

B** STEERING/SUSPENSION
CAUSE: .
45 PERFORM EXTENSIVE FRONT END CHECK OF ALL COMPONENTS, REPLACE STEERING DAMPENER.
69 W
FC: PART#: COUNT: (N/C)
CLAIM TYPE:
AUTH CODE:

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

****

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

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

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

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

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[redacted] [redacted]

TOM HESSER Scranton, PA

Tom Hesser FORD
118 Linden Street Scranton, PA 18503
(570) 347-5611
www.tomhesser.com
a Tom Hesser Auto Group Company

INVOICE

[redacted]

SCRANTON, PA
HOME [redacted] US: [redacted]

PAGE 1

SERVICE ADVISOR: 4466 TIMOTHY SOLOMON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
DK SHADOW	05	FORD F250 PICKUP	1FTSX21565E[redacted]		8349/8349	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
24MAR05 IS 24MAR05 DD			17:30 23AUG05		66.00	CASH	23AUG05

R.O. OPENED	READY	OPTIONS:
06:51 23AUG05	16:48 23AUG05	STK:[redacted] DLR:16H101 ENG:5.4_Liter TRN:44T

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES FRT END WANDERS WHEN HITTING UNEVEN ROADS FSE ROAD TESTING TO SEE IF TSB APPLIES

CAUSE:

45 FSE ROAD TESTED TRK OVER VARYING RDS FOR 153 MILES FELT WASH BOARD IN RD COMPARED TO LIKE TRK SAME WHEN COMPARED .

4466 W

FC: PART#: COUNT: (N/C)

CLAIM TYPE:

AUTH CODE:

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

NO REPAIRS NEED TO TRK TSB WILL NOT PERTAIN TO THIS TRKS CUSTOMER CAME OUT OF A TRK WEIGHING 800 LBS HEAVIER AND HAD LEAF SPRINGS FSE STATES NO REPAIRS NEEDED

****

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

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[redacted]

[redacted]

INVOICE

SCRANTON FORD, INC.

118 Linden Street · Scranton, PA 18503
Phone: 570-347-5611 · Fax: 570-347-2927

[redacted]
SCRANTON, PA
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 7230 ALAN SUMMA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
DK SHADOW	05	FORD F250 PICKUP	1FTSX21565E[redacted]		17802/17805	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO N[redacted]TE	PAYMENT	INV. DATE
24MAR05 IS 24MAR05 DD			17:30 02FEB06	66.00	CASH	02FEB06

R.O OPENED	READY
08:58 02FEB06	09:50 02FEB06

OPTIONS: STK[redacted] DLR:16H101 ENG:5.4_Liter
TRN:44T

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	TIRE ROTATION						
	46R			ROTATED TIRES SHOWING TIRE WEAR IN FRT NOT CAUSE OF ANY JUMPING OVER BUMPS ON ROAD			
	80		C		15.00		15.00

PARTS: 0.00 LABOR: 15.00 OTHER: 0.00 TOTAL LINE A: 15.00

****

B CUSTOMER STATES TRK. PULLS GOING OVER BUMPS, CHECK FRT. END AND ALL SUSPENSION COMPONENTS

45 COULD NOT VERIFY ANY CONCERN WITH EXCESS PULLOF TRK WHILE DRIVING OVER UNEVEN ROAD SURFACES AS WAS PERFORMED FROM FSE LAST TIME

80 C 0.00 0.00

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

****

PAID
FEB 02 A06

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

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	15.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	15.00
LESS DEDUCTIBLE	0.00
SALES TAX	0.90
PLEASE PAY THIS AMOUNT	15.90

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CUSTOMER COPY

[redacted]

[redacted]

SCRANTON FORD, INC.

118 Linden Street · Scranton, PA 18503
Phone: 570-347-5611 · Fax: 570-347-2927

INVOICE

PAGE 1

[redacted]
SCRANTON, PA [redacted]
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 4466 TIMOTHY SOLOMON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
DK SHADOW	05	FORD F250 PICKUP	1FTSX21565E[redacted]		17801/17805	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24MAR05 IS							
24MAR05 DD			17:30 02FEB06		66.00	CASH	02FEB06

R.O. OPENED	READY	OPTIONS:	STK: [redacted]	DLR:16H101	ENG:5.4_Liter
16:09 01FEB06	09:58 02FEB06	TRN:44T			

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
B	CUSTOMER STATES RECALL FUEL LINE CLIP 05S33							
	CAUSE: REPLACED FUEL LINE CLIP PER RECALL							
	05S33B		FUEL LINE RETAINER CLIP INSTALLATION - L					(N/C)
		80	W					(N/C)
	1 5C3Z*9J278*A RETAINER							

FC: PART#: COUNT:
CLAIM TYPE: 05S33
AUTH CODE:

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

****

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

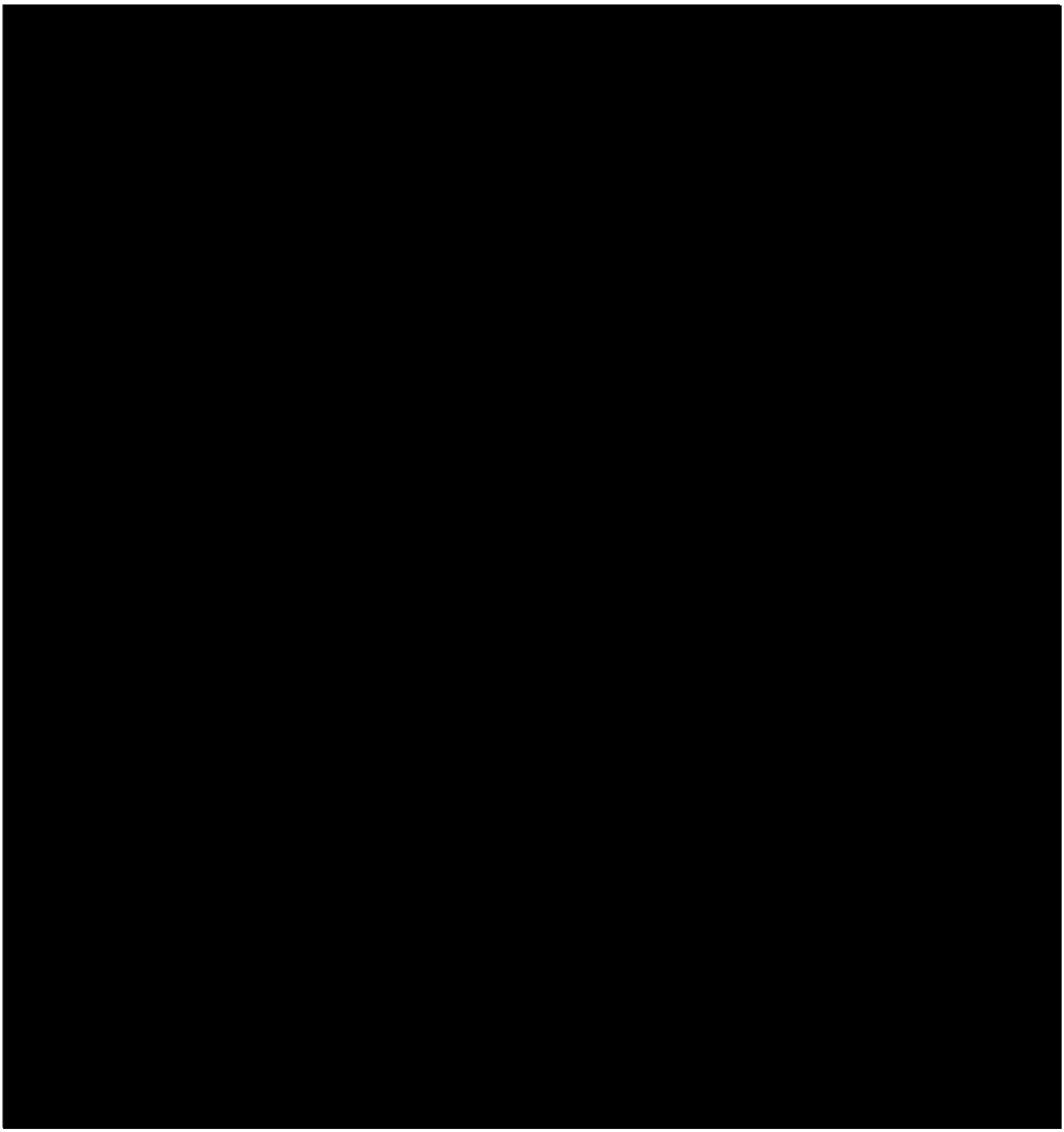
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CUSTOMER SIGNATURE

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

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CUSTOMER COPY



Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21565E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	402050452067
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E173A 1402050452067
```

Trace Trans Serial No:

```
A4522 160205A1M20528385C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	22-FEB-2005

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	116101 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*

Arrival Date:	10-MAR-2005	**Red Carpet Lease:**	I		
Sale Date:	24-MAR-2005	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	24-MAR-2005	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	22-MAR-2005	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNYSP - DARK SHADOW GRAY
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	5F714N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000N5 - DARK FLINT	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	R	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	D	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDR210705	**RF:**	M3AHDR210705
LR:	M3AHDR210705	**RR:**	M3AHDR210705
LI:	*	**RI:**	*

SPARE: M3AHDP210605 **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	*
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MSG
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 21-MAR-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21565F[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	22-02-05	24-03-05	116101	USA	3	*	5N01	5C3Z	3E651	CA	S10	V89	N22	42
AWS Claim Key:	1095318	**Doc #:**	503352A		**Trx Code:**		1	**Labor Hrs:**		1.3	**Labor Cost:**		83.27	**Material Cost:**		23.76	**Total Cost:**		107.03			
Dlr Cd-Sub Cd:	09138-*	**Name:**	TOM HESSER FORD, LLC				**Ph:**	570-3475611		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	06-JUN-2005	**DIST(Mile):**	3968			
Cust Comments:	CUSTOMER STATES TRUCK HAS A SEVERE FRONT END VIBRATION AFTER HITTING BUMPS																						
Tech Comments:	SHIMMEY SHOCK INOP REPLACE SHIMMEY SHOCK,CHECK CASTER CAMBER AND TOE,SET TOE																						
1FTSX21565[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	22-02-05	24-03-05	116101	USA	11		*	*	*	*	SXX	V00	*	*
AWS Claim Key:	3614648	**Doc #:**	508484B		**Trx Code:**		05S33	**Labor Hrs:**		.2	**Labor Cost:**		12.81	**Material Cost:**		3.72	**Total Cost:**		16.53			
Dlr Cd-Sub Cd:	08169-*	**Name:**	SCRANTON FORD				**Ph:**	570-3475611		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	02-FEB-2006	**DIST (Mile):**	17805			
Cust Comments:	CUSTOMER STATES DO RECALL 05S33																						
Tech Comments:	PERFORMED RECALL 05S33																						

Any comments? You can contact



webmaster



Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

FILED
MONMOUTH COUNTY
FEB 10 2006
CIVIL DIVISION MANAGERS
OFFICE

ATTORNEY FOR PLAINTIFF

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

[redacted]
Englishtown, N.[redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY

CIVIL ACTION

NO. [redacted]

COMPLAINT

1. Plaintiff [redacted] is an adult individual citizen and legal resident of the State of New Jersey [redacted] Englishtown, NJ [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about August 06, 2004, Plaintiff purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21515E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

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 $20,756.42. 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.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

11. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

12. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

13. Route 66 Auto Mall, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

14. On or about August 06, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

15. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

17. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

18. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

19. 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.

20. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

23. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: steering/suspension concern,. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

24. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney 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

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

28. 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).

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

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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.

40. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. 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
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

51. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiff's vehicle, given the defect/condition, is worthless;

c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

[redacted]

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

UNITED POLES FEDERAL CREDIT UNION
412 New Brunswick Ave.
Perth Amboy, NJ 08861

LOANLINER

LOAN AND SECURITY AGREEMENTS AND DISCLOSURE STATEMENT

X Fixed Rate | Variable Rate | Loan Date 08.06.04 | Loan Number [redacted] | Account Number [redacted]

Borrower 1 Name and Address
[redacted]
Eighth town NJ [redacted]

Borrower 2 Name (and address if different from Borrower 1)

TRUTH IN LENDING DISCLOSURE 'e' means an estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit i
4.40 %	$ 1,756.42	$ 19,000 —	$ 20,756.42	$ which includes your downpayment of $

Filing Fees $ **Non-Filing Insurance** $

☐ **Assumption:** Someone buying your mobile home cannot assume the remainder of the loan on the original terms.

Variable Rate:

Prepayment: If you pay off early you will not have to pay a penalty. **Required Deposit:** The Annual Percentage Rate does not take into account your required deposit, if an

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from us, you will pa
$

Late Charge: If payment is late, you will be charged 30% of interest due after 10 days or longer.

Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due
	48	$432.44 XX	First payment due on 09/06/2004 & then monthly

Security: Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, yo deposits and interest in the credit union; and the property described below:

Collateral	Property/Model	Year	I.D. Number	Type	Value	Key Number
	FORD F250 SUPERCAB 4x4	2005	1FTSX21515E [redacted]			

Other (Describe):
Pledge of Shares $ in Account Number $ in Account Number

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DAT

ITEMIZATION OF THE AMOUNT FINANCED

IF AN AMOUNT IS MARKED WITH AN ASTERISK (*), WE WILL BE RETAINING A PORTION OF THE AMOUN

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
$ 19,000 —	$	$	$
Amount Paid to Others on Your Behalf	$ 19,000 — To Motors Fleet	$ To	$ To
	$ To	$ To	

LOAN AGREEMENT continued on reverse side

☐ CONSUMERS' CLAIMS AND DEFENSES NOTICE — IF CHECKED, SEE REVERSE SIDE FOR NOTI

1. **Promise to Pay:** You promise to pay $ 19,000 — to the credit union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate lo the interest rate is 4.40 % per year. For variable rate loans, the interest rate will vary in accordance with the terms of the variable rate explained in the Truth Lending Disclosure. The initial interest rate is % per year. 2. These Agreements are governed by the laws of USA

3. **Collection Costs:** I agree that I will be liable for all the expenses of collection if I am in default. If this note is turned over to an attorney for collection, I agree to pay a attorney's fee of 20% of the principal and interest due, in addition to the expenses of collection.

SIGNATURES FOR LOAN AND SECURITY AGREEMENTS

VERMONT NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not contradicted by evidence of any oral agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT. By signing as Borrower, you agree to the terms of the Loan Agreem If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement on the reverse side. If you sig "Owner of Property" you agree only to the terms of the Security Agreement.

X [redacted] (SEAL) 08.06.04
BORROWER 1 DATE

X [redacted] (SEAL) 08.06.04
☐ OTHER BORROWER ☐ OWNER OF PROPERTY ☒ WITNESS DATE

X (SEAL)
BORROWER 2 DATE

X (SEAL)
☐ OTHER BORROWER NESS DATE

PLAINTIFF'S EXHIBIT 1

ROUTE 66 AUTO MALL

3401 Route 66, Neptune, New Jersey 07753
Service Direct: (732) 922-1023

NISSAN | FORD | Dodge | KIA

CUSTOMER NO [redacted]	ADVISOR LANNY GIBSON 7424	TAG NO [redacted]	INVOICE DATE 09/02/05
[redacted]	LABOR RATE [redacted]	MILEAGE 14,036	COLOR SILVER/
MANALAPAN, NJ [redacted]	YEAR/MAKE/MODEL 05/FORD TRUCK/S-DTY F-250/SUPERCAB S		DELIVERY DATE
[redacted]	VEHICLE I.D. NO. 1FTSX21515 [redacted]		SELLING DEALER NO.
	F.T.E. NO.	P.O. NO.	R.O. NO. 08/31/05
	COMMENTS		MO: 14041

LABOR & PARTS

J# 1 45F0Z STEERING/SUSPENSION [illegible] INTERNAL

C/S WHEN DRIVING AND HITTING BUMPS FRONT END
OVER ROAD
INSPECTED FRONT END/NO PROBLEMS FOUND
NORMAL OPERATION/ADVISED CUST

PARTS------QTY---FP-NUMBER----------DESCRIPTION---------- UNIT PRICE

PARTS 0.00

PARTS 0.00

J# 2 99F0ZR1 RECALL [illegible]

RECALL 05B27(LOW REVERSE SNAP RING)
RECALL
COMPLETED RECALL 05B27(LOW REVO)

PARTS---QTY---FP-NUMBER---------- DESCRIPTION ----------

1 2C3Z-7048-Y [illegible]
12 XT6-8-P [illegible]

[illegible]

CUSTOMER SIGNATURE

[illegible]

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 11:58am

SERVICE HOURS
MONDAY - FRIDAY
7:30 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PM

DIRECT
SERVICE (732) 922-1023
PARTS (732) 922-1054
MAIN (732) 922-1050

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

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL REPAIRS REQUESTED ON THIS REPAIR [illegible] COMPLETE SATISFACTION. [illegible] WAS SATISFACTORY TELL [illegible] NOT, PLEASE TELL US

GUARANTEE
[illegible] MONTHS ON PARTS AND LABOR OR 12,000 MILES, WHICHEVER OCCURS FIRST ON [illegible] PARTS & LABOR. DAMAGE OR [illegible] AFFECTING THESE REPAIRS VOIDS [illegible] (A COPY OF THIS REPAIR [illegible] INVOICE MUST BE PRESENTED.)

PLAINTIFF'S EXHIBIT B

Reynolds and Reynolds ERAINTWVE CC2240T0 Q (0403)

ROUTE 66 AUTO MALL

3401 Route 66, Neptune, New Jersey 07753
Service Direct: (732) 922-1023

NISSAN | FORD | Dodge | KIA

CUSTOMER NO. [redacted]

[redacted]
[redacted] NALAPAN, NJ [redacted]

ALBERTO GOMEZ 6581 TAG NO. [redacted]
LABOR RATE [redacted] MILEAGE 14,316
YEAR 05 MAKE FORD MODEL TRUCK/S-DTY F-250/SUPERCAB S
VEHICLE I.D. NO. 1 S X 2 1 5 1 5 [redacted]
F.T.E. NO. P.O. NO.
RE [redacted]
COMMENTS

INVOICE DATE 09/16/05
COLOR SILVER/
DELIVERY DATE
SELLING DEALER NO.
R.O. DATE 09/14/05
IN [redacted]
STOCK NO.
DELIVERY MILES
PRODUCTION DATE
MO: 14391

LABOR & PARTS

J# 1 45FOZ STEERING/SUSPENSION TECH(S): 6581 INTERNAL

CUST STS WHEN DRIVING AND HITTING BUMPS FRT END WANDERS ALL OVER ROAD. VEHICLE BEING TEST DRIVEN AND INSP. BY FORD REP. ROADTESTED WITH FORD REP (KIRK LEE) FOR 23 MILES. UNABLE TO DUPLICATE SHAKING TO THE SAME DEGREE AS DESCRIBED BY THE CUSTOMER. SHAKING WAS EXPERIENCED BY SERVICE MANAGER (BERT GOMEZ) DURING A 32 MILE ROADTEST. FORD REP AND FORD ENGINEER WERE ADVISED AND A SECOND ROADTEST WITH A FORD REP WAS REQUESTED. A 20 MILE ROADTEST WAS TAKEN WITH THE REGIONAL FORD ENGINEER (DAN YUROWSKI) THE FOLLOWING DAY (9/15). AGAIN WE WERE UNABLE TO DUPLICATE THE CONCERN AS DESCRIBED BY THE CUSTOMER AND THE SERVICE MANAGER.
THE SUSPENSION AND STEERING COMPONENTS WERE INSPECTED AS REQUESTED BY THE FORD ENGINEER. NO PROBLEMS WERE FOUND.
THE SHAKING CONCERN IS BELIEVED TO BE CAUSED BY THE TYPE OF SUSPENSION (COIL SPRINGS). PRIOR MODEL YEAR F250 AND F350 TRUCKS WERE EQUIPED WITH LEAF SPRINGS.
ACCORDING TO OUR FORD REPRESENTATIVES THERE IS NO REPAIR OR ADJUSTMENT THAT CAN BE PERFORMED TO HELP OR ELIMINATE THE SHAKING CONCERN.
CUSTOMER WAS ADVISED. LOANER WAS OFFERED DURING INSPECTION BUT DECLINED BY CUSTOMER.

JOB # 1 TOTAL LABOR & PARTS 0.00

SUBLET PO# VEND INV# INV.DATE DESCRIPTION INTERNAL
1 [redacted] [redacted] 09/16/05 FUEL FOR ROADTEST K5409983 TOTAL SUBLET 0.00

TS
F FOR FORD REP INSPECTION
S

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

SERVICE HOURS
MONDAY - FRIDAY
7:30 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PM

DIRECT
SERVICE (732) 922-1023
PARTS (732) 922-1054
MAIN (732) 922-1050

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

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT, PLEASE TELL US IMMEDIATELY.

GUARANTEE
12 MONTHS ON PARTS AND LABOR OR 12,000 MILES WHICHEVER OCCURS FIRST ON INSTALLED PARTS & LABOR, DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED.)

ermsida, ERAINTNVE CC224079.0 (04/03)

CUSTOMER COPY

[END OF INVOICE] 04:20pm

OASIS MOTORS, INC. / FORD

3698 ROUTE 9 SOUTH • PHONE (732) 591-1111
OLD BRIDGE, NJ 08857
SERVICE HRS: M-F 7:30 AM - 5:00 PM

www.oasisautocenter.com www.Fordservice@oasisautocenter.com

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

P & A CODE: 03604-3 (CHECK (✓) APPROPRIATE BOX)

[ ] CLAIMS REVIEW [ ] AUTHORIZATION TO SUBMIT CLAIM [ ] PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

SERVICE INSTALLED PARTS
DATE INSTALLED MO. DAY YR.
ACCRUED MILEAGE
OMIT TENTHS
CROSS REFERENCE TO

MILEAGE OUT
DATE OUT
CROSS REFERENCE NUMBER
PROGRAM CODE | APPROVAL CODE OR NO. | COMMITMENT CODE

---------- INVOICE TO ----------

[redacted]
ENGLISHTOWN NJ [redacted]
HOME: [redacted] CELL: [redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted] ----------

[redacted]
ENGLISHTOWN NJ [redacted]
HOME: [redacted] CELL: [redacted]

---------- FOR OFFICE USE ----------

TAG: [redacted] ADV: 966 JICHA, RO INVOICE: QUOTE WAR W MK
TAX RULES: YY3NN INVOICED: 10/19/2005 15:27:02
ODOMETER IN: 15092 OUT: 15092 DIST: 1FA
DATES BEGIN: 10/19/05 DONE: 10/19/05

---------- VEHICLE INFORMATION ----------

VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD 4WD SRW XCAB
DATES INSERVICE: 011405 PRODUCTION: 072604

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 51	C/S AT 60MPH TRUCK ALL OVER THE ROAD				
CAUSE	SET PRESSURES	PRESSURES	145	.0	.00
CORRECTION	SET TIRE PRESSURES ALL OFF///FRONT TIRES LF--41PSI RF--46PSI				
COMMENT	LR--40PSI RR--50PSI				
TECH NOTES	SET FRONT TO 75PSI SET REARS TO 80PSI				
FACTORY	TECH: 145 - 8636, TECH				
	COND CODE : X				

TYPE: W

---------- SUBTOTAL ----------
TOTAL CHARGE FOR CONCERN .00

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE [redacted]
TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE [redacted]
FAC WARRANTY .00
TOTAL CHARGE .00

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ROBERT T JICHA
DID WE EARN YOUR 10? IF NOT PLEASE CALL YOUR
ADVISOR LISTED ABOVE.

PAGE 1
LAST PAGE

NO PAYMENT DUE!
WARRANTY RECEIPT
FOR YOUR RECORDS ONLY!

X
CUSTOMER SIGNATURE

CUSTOMER COPY

94992
ON LINE SERVICE INVOICING BY UCS © 1979



Shalev Amar (022332)
Ian Pryor (022651)
Pryor & Amar, LLC
7411 E. 6th Ave., Suite #206
Scottsdale, AZ 85251
(480) 947-7755
(866) 663-3497 (facsimile)
Attorneys for Plaintiff

COPY

MAY 30 2006

MICHAEL K. JEANES, CLERK
L. CUMMINGS
DEPUTY CLERK

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

[redacted]) Case No.: [redacted]
)
Plaintiff,) **COMPLAINT --**
) **VIOLATION OF THE ARIZONA**
vs.) **MOTOR VEHICLES WARRANTIES ACT**
)
)
FORD MOTOR COMPANY,)
)
Defendant.)
)
)

1. The Superior Court has jurisdiction to hear this matter pursuant to A.R.S. Const. Art. 6 §14.

2. Plaintiff [redacted] ("Plaintiff"), is a consumer who was at all times relevant hereto residing in the State of Arizona.

3. Defendant, Ford Motor Company ("Defendant"), is a foreign corporation authorized to do business in the State of Arizona, County of Maricopa, and is engaged in the manufacture, sale, supply and distribution of motor vehicles and attendant warranties. Defendant supplies its products and services to the Arizona consuming public through its authorized dealerships, including Sunset Ford.

4. On November 20, 2005, Plaintiff purchased a new 2005 Ford F-250 ("F-250") manufactured and supplied by Defendant, Vehicle Identification No. 1FTSW21P76[redacted] for

$56,862.80, inclusive of all collateral charges incurred at the time of purchase. *See* Retail Installment Contract, attached hereto as Exhibit "A."

5. In connection with Plaintiff's purchase of the F-250, Defendant issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage.

6. Even before Plaintiff took possession of the F-250 (on the date of purchase, *see* Get Ready Authorization, attached hereto as Exhibit "B"), his defect odyssey began for a dangerous steering wheel shimmying defect/nonconformity.

7. The steering wheel shimmying and vibration defect/nonconformity was subject to at least five separate warranty repairs.

8. The total number of repairs for the steering wheel shimmying and vibration defect/nonconformity (at least five) exceeds what the Arizona Motor Vehicles Act A.R.S. §44-1261 *et seq.* ("Lemon Law") states is a reasonable number of attempts (4 repairs for the same defect/non-conformity) for Ford to cure the F-250. The fifth repair also shows that the defect/non-conformity continues to exist after four repair attempts were made.

9. The steering wheel shimmying and vibration defect/nonconformity remains un-remedied.

10. Ford has issued a Technical Service Bulletin (TSB 05-22-1) for the exact steering wheel shimmying and vibration defect/nonconformity Plaintiff is experiencing. *See* Steering Wheel Oscillation TSB, attached hereto as Exhibit "C."

11. The above mentioned defect/non-conformity and the dilatory inadequate repairs therefor constitute a substantial impairment in the use, value and safety of the subject vehicle to Plaintiff.

12. Plaintiff provided Defendant, through its authorized dealerships Bell Ford, Sunset Ford and Sanderson Ford, a reasonable opportunity to repair the defects, non-conformities and conditions within the F-250 as evidenced by the numerous unsuccessful repairs the F-250 was subject to.

13. Plaintiff gave Defendant written notification of the defects within the F-250 and the excessive days Defendant's authorized repair agents spent attempting repairs, as well as Plaintiff's lawful demand for compensation on May 1, 2006. *See* Notice Letter, attached hereto as Exhibit "D."

14. Defendant refused Plaintiff's demand for compensation even though it has not met the requirements of the Lemon Law (to repair the instant steering wheel shimmying and vibration defect in a reasonable number of attempts) and has refused to provide Plaintiff with the remedies Plaintiff is due in the form of refund of the subject vehicle's purchase price or a replacement vehicle.

15. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with Defendant's statutory duty of reasonableness to Plaintiff as Plaintiff did not receive the basis for his bargain for a new F-250, but instead was saddled with a truck riddled with a substantial defect akin to an improperly maintained high mileage used vehicle of a much lesser value.

16. Plaintiff has met all financial obligations for the subject vehicle as well as the preconditions of the Lemon Law.

17. Because of Defendant's violation of the Lemon Law, Plaintiff has suffered damages and, in accordance with A.R.S. § 44-1263 *et seq.*, Plaintiff is entitled to bring suit for

legal damages in the form of refund of the subject vehicle's purchase price or equitable relief in the form of a comparable replacement vehicle.

16. WHEREFORE, pursuant to A.R.S. § 44-1261 *et seq.*, Plaintiff prays for relief against Defendant as follows:

a. A replacement vehicle or full refund of the purchase price inclusive of financing charges accrued minus a reasonable usage fee not to exceed ten (10) cents per mile (at Plaintiff's election);

b. All reasonable attorney fees, expert fees and court costs incurred during the commencement and prosecution of this matter; and,

c. All other relief deemed justified by this Court.

RESPECTFULLY SUBMITTED this 30 day of May, 2006.

By: [redacted]

Shalev Amar (022332)
Ian Pryor (022651)
Pryor & Amar, LLC
7411 E. 6th Ave., Suite #206
Scottsdale, AZ 85251
(480) 947-7755
(866) 663-3497 (facsimile)
Attorneys for Plaintiff

A

STOCK NO. [ ]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT

Buyer(s)/Debtor(s):

Address:

Seller/Creditor:

Address:

This is an agreement for the installment purchase by you of the Vehicle described below. As used in this Contract, the words "you" and "your" mean the Buyer or Buyers who sign below. The words "we", "us", "our" and "Seller" refer to the Seller whose name and address appear above or to anyone to whom this Contract is assigned (referred to as the "Assignee"). If the Assignee notifies you that it has purchased this Contract, you agree to make all of your payments to the Assignee. This sale is subject to approval of your credit by us and acceptance of this Contract by an Assignee. **BY SIGNING BELOW, YOU ALSO AGREE TO ALL OF THE TERMS ON BOTH SIDES OF THIS CONTRACT. PLEASE READ THE BACK CAREFULLY.**

This Vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE I.D. #

EQUIPMENT:

☐ AM/FM Stereo ☐ Tape ☐ 4 Sp. Trans. ☐ 5 Sp. Trans. ☐ T-Top/Sun ☐ CD Player ☐ Pwr. Strg. ☐ Auto. Trans. ☐ Air Cond. ☐ Cruise ☐ Pwr. Wind. ☐ Pwr. Seats ☐ Pwr. Doors ☐ Cust. Whls.

Misc. Equipment:

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

ANNUAL PERCENTAGE RATE	**THE COST OF YOUR CREDIT AS A YEARLY RATE.** %
FINANCE CHARGE	**THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.** $ e
Amount Financed	The amount of credit provided to you or on your behalf $
Total of Payments	The amount you will have paid after you have made all payments as scheduled. $ e
Total Sale Price	The total cost of your purchase on credit including your down payment of $ _____ $ e

e means an estimate

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due:
_____	_____	_____
_____	_____	Monthly, Beginning _____
_____	_____	_____

Insurance: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

Type	Term	Premium	Signature
Credit Life Insurance	_____ mos.	$ _____	**I want credit life insurance only** _____
Disability Insurance	_____ mos.	$ _____	**I want disability insurance only** _____
Credit Life and Disability	_____ mos.	$ _____	**I want credit life and disability insurance** _____
	_____ mos.	$ _____	
Joint Credit Life Insurance	_____ mos.	$ _____	**We want joint credit life insurance** _____
Joint Credit Life and Single Disability Insurance	_____ mos.	$ _____	**We want joint credit life and single disability insurance** _____

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

Late Charge: If the Vehicle is purchased for personal use, and a payment is not paid in full within 10 days after it is due, you will pay a late charge of the lesser of $10.00 or 5% of the unpaid balance of the installment.

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

See the other portions of this Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (incl. accessories) $_____ + Sales Tax $_____ + Net Trade-In Deficiency (item 5 if negative)) $_____ to _____ = Total Cash Price ..... $_____(1)
2. Other charges imposed by Seller include:
   **(a) Vehicle Service Contract (Term) _____ $_____
   (b) Dealer Documentary Fee ..... $_____
   (c) Other (describe)_____ $_____
   (d) Other (describe)_____ $_____
   Total ..... $_____(2)
3. Payments made on your behalf to Public Officials for Official Fees:
   (a) Registration Fees $_____ + (b) Title Fees $_____ + (c) Lieu Tax $_____ +
   (d) Lien Filing Fees $_____ + (e) Postage Fees $_____ + (f) Weight Fees $_____ +
   (g) Other (describe)_____ $_____
   Total ..... $_____(3)
4. Cash Sale Price (sum of items 1, 2 and 3) $_____(4)
5. Trade-in_____ $_____ -$_____ =$_____(5)
   Yr. Make & Model — Gross Allowance — Payoff — Net Trade-In (Deficiency)
6. Total Down Payment includes:
   (a) Net Trade-In (item 5) (if negative, insert $0) ..... $_____
   (b) Cash Down Payment (Includes manufacturer's rebate of $_____ assigned to Seller) $_____
   Total Down Payment (a + b) ..... $_____(6)
7. Unpaid balance of Cash Sale Price (item 4 less item 6) ..... $_____(7)
8. Payments made to others on your behalf:
   **(a) Amounts paid to Insurance Companies for Insurance Premiums:
   (1) Credit Insurance Premiums $_____ + (2) Property Insurance Premiums $_____
   Total ..... $_____(8a)
   (b) Amounts paid to others:
   **(1) Payments to _____ for _____ $_____(8b)
   **(2) Payments to _____ for _____ $_____(8c)
   **(3) Payments to _____ for _____ $_____(8d)
   **(4) Payments to _____ for _____ $_____(8e)
   **(5) Payments to _____ for _____ $_____(8f)
   Total Amount Paid to Others (Sum of items 8A through 8F) ..... $

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

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

11. Property Insurance: You promise to keep the Vehicle insured for its full value against loss or damage with loss payable endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and items of coverage are as follows:

	TERM	PREMIUM
Collision (actual cash value of loss less $ _____ deductible) and Comprehensive including fire and theft (cash value of loss less $ _____ deductible)	_____ months	$ _____
Other (describe) _____	_____ months	$ _____

If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:

Agent's Name _____ Telephone Number _____

Agent's Address _____ City _____ State _____

Promise to Pay: By signing below, you promise to pay us the Amount Financed, together with finance charges calculated thereon at the Annual Percentage Rate. You agree to make your payments to us set forth in the Payment Schedule shown above. Your final payment may change, depending upon your payment habits. We will apply each payment first to accrued finance charges and late charges and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment. If a payment is not paid in full within 10 days after it is due, you will also pay a late charge. If the Vehicle is purchased for commercial use, the late charge will be 5% of the unpaid balance of the installment; if the Vehicle is purchased for personal use, the late charge will be the lesser of $10.00 or 5% of the unpaid balance of the installment.

Security Interest: To protect us if you do not pay as promised, or if you break some other promise of this Contract, you give us a purchase money security interest in the Vehicle, all accessions thereto, and in any proceeds of the Vehicle. If the Vehicle is purchased for commercial use, this security interest also covers all equipment, accessories, and parts (other than accessions) added to the Vehicle. If the Vehicle is purchased for personal use, this security interest also covers equipment, accessories, and parts (other than accessions) added to the Vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the Vehicle and in any insurance premiums which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interest held by us. **NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE VEHICLE EXEMPT FROM LEGAL PROCESS.**

LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES

(a) For "new" vehicles: (1) If the Vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with you which applies to the Vehicle. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of Seller's written warranty or service contract; (2) If the vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The Vehicle is sold to you AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component parts; (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

(b) For "used" vehicles:

(1) Used Car Implied Warranty of Merchantability:

THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO $25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Waiver of Used Car Implied Warranty of Merchantability:

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA (S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHÍCULO BAJO ESTOS TÉRMINOS:

1. _____ **Buyer/Comprador** _____
2. _____ **Buyer/Comprador** _____
3. _____

(3) The vehicle is sold "AS IS -- NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives you a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. If the Vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier, as set forth above, unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with you which applies to the Vehicle. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of Seller's written warranty or service contract. If the Vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability.

NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign.

Annual percentage rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and the dealership may receive some portion of the finance charge or receive other compensation for providing the financing.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT, UNLESS DESCRIBED IN ITEM 11 AND AN APPROPRIATE PREMIUM CHARGE IS SHOWN IN ITEM 8(a) ABOVE.

SELLER IS REGULATED AND COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO:
DEPARTMENT OF FINANCIAL INSTITUTIONS
2910 N. 44th STREET, SUITE 310
PHOENIX, ARIZONA 85018
TELEPHONE (602) 255-4421

Date this _____ day of _____

Buyer(s) Acknowledge(s) receipt of a fully completed copy of this Contract.

***BUYER** _____

***BUYER** _____

SELLER:

By _____

Its _____

*OTHER OWNERS: If a person shown on the certificate of title as an owner of the vehicle does not want to be separately liable to pay this debt, please sign below to give us a security interest in the vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

_____ _____

SIGNATURE DATE SIGNATURE DATE

ASSIGNMENT

Seller hereby assigns this Contract to the below designated Assignee under the terms and conditions of a Dealer Agreement (☐ Recourse ☐ Non-Recourse) previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty on the reverse side hereto.

_____

SELLER DATED BY AUTHORIZED SIGNER TITLE

Assignee: _____ Branch _____

For Dealer Proceeds Only Line 7

$ _____

Form No. 11© 2004 Az Auto Dealers Assoc. (Rev. 5/04) BUYER'S COPY

ALL RIGHTS RESERVED

B

TRADE STK #

SUNSET FORD
9130 W. Bell Road • Peoria, AZ 85382-3700
www.sunsetford.com
Telephone (623) 977-8888

500993

Salesman AMODEO, JAIME
Stock No. [redacted]
Date 20 NOV 2005

Get Ready Authorization

PURCHASER [redacted]
Bus. Phone [redacted]
Res. Phone [redacted]
Address [redacted] City GLENDALE AZ [redacted] Zip

PLEASE PRESS FIRMLY - You are making 4 copies.

NEW ____ USED ____ COLOR JM DARK TORE YEAR 06 CYLINDER

Make FORD Model F250 I.D. No. 1FTSW21P76 [redacted]
Mileage 71 Body Lic. No.

ADDITIONAL AGREEMENTS

VEHICLE SOLD AS IS - NO ADDITIONAL EQUIPMENT OR REPAIRS PROMISED OR IMPLIED

EXCEPT FOR THE FOLLOWING -

SALES Sunset Ford Inc
will 11-25-05 to
Fix Vibration problem
when at various speeds
to customer Satisfaction
Window Curtains Can
ALL PROMISED WORK MUST BE DONE WITHIN 30 DAYS
F&I Extended Warr Pac
and the one
Active Month

DATE AND TIME PROMISED	LOCATION OF CAR

I UNDERSTAND:

1. INSURANCE: I understand that dealer has no insurance coverage on this vehicle. Insurance coverage regarding this veh[redacted] provided by me with policies I have in effect at this time. X

2. LICENSE FEES AND REGISTRATION: I understand that all license fees are estimated and could change when processed through DMV. I will be refun[redacted]s and I agree to pay the difference if it is more.

3. TRADE IN DMV REGISTRATION: I certify the vehicle I am trading in is registered in my name and that all fees due are current and paid, including any outstanding traffic citations. X ____

4. PAYOFF: If the payoff on my trade in is more than $ ____, I agree to pay the difference to the dealer upon demand. If the payoff is less I will be refunded the difference by the dealer. X ____

5. USED CAR GUARANTEE: I understand there is no warranty on this used vehicle. I am purchasing it as-is. A service contract may be available for me to purchase. X ____

6. WORK TO BE DONE: I understand that any and all authorized work to be don[redacted]y after all financial agreements have bee[redacted]e performed within 30 days of purchase.

7. NO LOAN CARS: I un[redacted]oes not provide loan cars. Rental cars are available

8. NO VERBAL PROMISES: I understand and agree that I have not been promis[redacted]nything that does not appear in writing on this form

9. No plate credit due other than on trade. [redacted]

Manager [redacted]

20 NOV 2005
Date

20 NOV 2005
Date

SF-112

C

STEERING WHEEL OSCILLATION | TSB 05-22-1

FORD:
2005-2006 F-Super Duty

This article supersedes TSB **4-26-01** to update the vehicle model years.

ISSUE

Some 2005-2006 F-Super Duty vehicles may exhibit steering wheel oscillation (back and forth motion), immediately following front or rear wheel impacts (pavement joints, frost heaves, rough roads, etc.). Steering wheel motion is typically in the range of ± 5 degrees, and typically dampens out in fewer than five oscillations. This condition occurs mostly on 4x4 vehicles, and is more evident on trucks equipped with a gas engine.

ACTION

Refer to the following Service Procedure to minimize the steering wheel oscillations on impacts, however, there may be some remaining minor oscillation which would be considered normal.

SERVICE PROCEDURE

Perform the following:

- Vehicle Inspection
- Evaluation Of Vehicle Prior To Repair
- Steering Gear Mesh Load Adjustment
- Front Alignment and Reduce Front Caster
- Replacement Of Redundant Control Steering Wheel (if equipped and vehicle built prior to 10/8/2004)

VEHICLE INSPECTION

1. Set tire pressures as indicated on the vehicle label (located on driver's door label).

NOTE
SETTING TIRE PRESSURE TO DOOR SPECIFICATION IS ONE OF THE SINGLE MOST IMPORTANT MEASURES IN RESOLVING THIS ISSUE. LOWERING TIRE PRESSURE WILL MAKE THIS ISSUE WORSE.

2. Wipe down and inspect the steering damper. Turn the steering wheel from lock to lock several times to cycle the steering damper and inspect for leaks.
   a. If leaks are present, install a new steering damper and continue with this TSB.
   b. If no leaks are present, continue with this TSB.
3. Check torques on the following steering and suspension fasteners and adjust to specification as required (see Table below).

Torque Specification		
Description	Lb-ft	Nm
Damper nuts (4x2)	59	80
Damper-to-bracket (F-250, F-350 4x4)	26	35
Damper-to-drag link	67	91
Drag link-to-pitman arm nut	148	201
Inner tie-rod end nuts	85	115
Outer tie-rod end nuts	85	115
Track bar bracket-to-frame nuts and bolts	129	175
Track bar-to-track bar bracket bolt	406	550
Track bar-to-axle nut	185	250
Radius arm to axle bolts	222	300
Radius arm to bracket nut	222	300

NOTE
ADJUSTING TORQUE ON STEERING AND SUSPENSION FASTENERS IS VERY IMPORTANT IN RESOLVING THIS ISSUE. FASTENERS THAT ARE IMPROPERLY TORQUED WILL MAKE THIS ISSUE WORSE.

EVALUATION OF VEHICLE PRIOR TO REPAIR

1. Ask customer what type of road surface and speed generates the steering wheel oscillation.
2. Road test vehicle on similar road surface and speed, to gain a feel for the severity of wheel oscillation.
3. During the road test, evaluate and note the steering wheel return-ability.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article.The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates.The most recent information is available through Ford Motor Company's on-line technical resources.

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Shalev Amar, Esq.
samar@pryorandamar.com
(480) 947-7755
(866) 663-3497 fax

Pryor & Amar LLC
ATTORNEYS AT LAW

7411 E. 6th Ave., Suite 206
Scottsdale, AZ 85251

May 1, 2006

Sent Via US Mail to:
Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
Dearborn, MI 48121

RE: [redacted] v. Ford Motor Company

Vehicle: 2006 F-250 4x4 Crew Cab VIN # 1FTSW21P76E[redacted]

Our File Number: [redacted]

Dear Sir/Madam:

Please be advised that Pryor & Amar, LLC has been hired to represent [redacted] for claims he has against Ford Motor Company pursuant to the Arizona Lemon Law. [redacted] Lemon Law claims pertain to his 2006 F250 4x4 Crew Cab VIN # 1FTSW21P76E[redacted] ("F-250"). Please direct all future contacts and correspondence to Pryor & Amar, LLC as listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO PRYOR & AMAR, LLC. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF AND ANY OTHER ACTION ALLOWED UNDER THE LAW WILL BE SOUGHT AGAINST YOU.

There were numerous non-conformities with our client's vehicle for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. A review of the repair records (records that Ford Motor Company has at is disposal via its authorized repair agents) indicates that the vehicle has had multiple issues that manifested shortly after acquisition. The repair history of this vehicle is so long that we will not go through it all at this time. However, the F-250 has been to Bell Ford, Sanderson Ford and Sunset Ford for repeated unsuccessful repairs for *inter alia* a dangerous steering wheel

shimmying condition (the steering wheel shimmies when the truck drives over even small bumps).

The steering wheel shimmy is apparently a manufacturing defect that is common among F-250's (as evidenced by a Technical Service Bulletin for the exact defect for the same make, model and year F-250). The total number of repairs (at least five) for the same nonconformity exceeds what the Arizona Lemon Law states is a reasonable number of attempts for Ford Motor Company to cure the F-250. Discovery will verify this information as accurate.

The steering wheel shimmying defect clearly constitutes a substantial impairment in the use, value and safety of the subject vehicle. Further, the repeated repairs are not consistent with the Ford name and expectation of quality. Accordingly, after giving your authorized dealerships more than a reasonable opportunity to resolve these issues our client has turned to Pryor & Amar, LLC for help. Because of the inordinate amount of unsuccessful repairs within the statutory warranty period, our client has lost confidence in the F-250 and would like Ford to refund his money or replace the vehicle pursuant to the Arizona Lemon Law.

This letter constitutes a direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to A.R.S. §44-1261 *et. seq.* To avoid any litigation, our client requests a refund for the defective Truck, plus payment of his attorneys' fees pursuant to the fee-shifting provisions of the Arizona Lemon Law. These attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Much time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably (and our client does wish to resolve it amicably), please feel free to contact our office within ten (10) days. If this matter has not been resolved within that time, we will be forced file a formal claim. It is our desire to work out these issues with Ford Motor Company without litigation and in a manner that is best for all parties involved. Thank you for your attention to this matter.

Sincerely,



Shalev Amar, Esq.

P.S. We are having our client sign below to confirm that he has read the foregoing letter and that to the best of his knowledge he affirms everything within this letter is accurate and true.

[redacted]

Cc: [redacted]

All Action Details for Issue

Print

VIN: 1FTSW21P76E[redacted] **Year:** 2006 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]
Name: [redacted] **Owner Status:** Original **WSD:** 2005-11-20
Symptom Desc: STRG/HANDLING VIB./SHIMMY OVER BUMPS **Primary Phone:** [redacted]
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND **Secondary Phone:** [redacted]
Issue Type: 07 LEGAL **Issue Status:** CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND

Dealer: 20328 SUNSET FORD, INC.
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD

Odometer: 8096 MI **Comm Type:** MAIL
Analyst Name: LEICH,CHERIE **Analyst:** CLEICH
Action Date: 05/09/2006 **Action Time:** 10.37.01.814 **Action Data:** Yes

Comments **********ATTORNEY DEMAND**********DATE STAMPED 5-8-06. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR SHIMMY IN THE STEERING WHEEL WHEN GOING OVER BUMPS.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	PRYOR & AMAR ATTORNEYS AT LAW
ATTORNEY NAME	SHALEV AMAR
ATTORNEY PHONE NUMBER	4809477755
ANALYST ID	TROQUEMO

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY

Dealer: 20328 SUNSET FORD, INC.
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 8096 MI **Comm Type:** FAX
Analyst Name: ROQUEMORE (TROQUEMO),TANYA **Analyst:** TROQUEMO
Action Date: 05/09/2006 **Action Time:** 12.09.19.300 **Action Data:** No

Comments FAXED ACK.

Action: INFORMATIONAL CALL/FAX

Dealer: 20328 SUNSET FORD, INC.
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

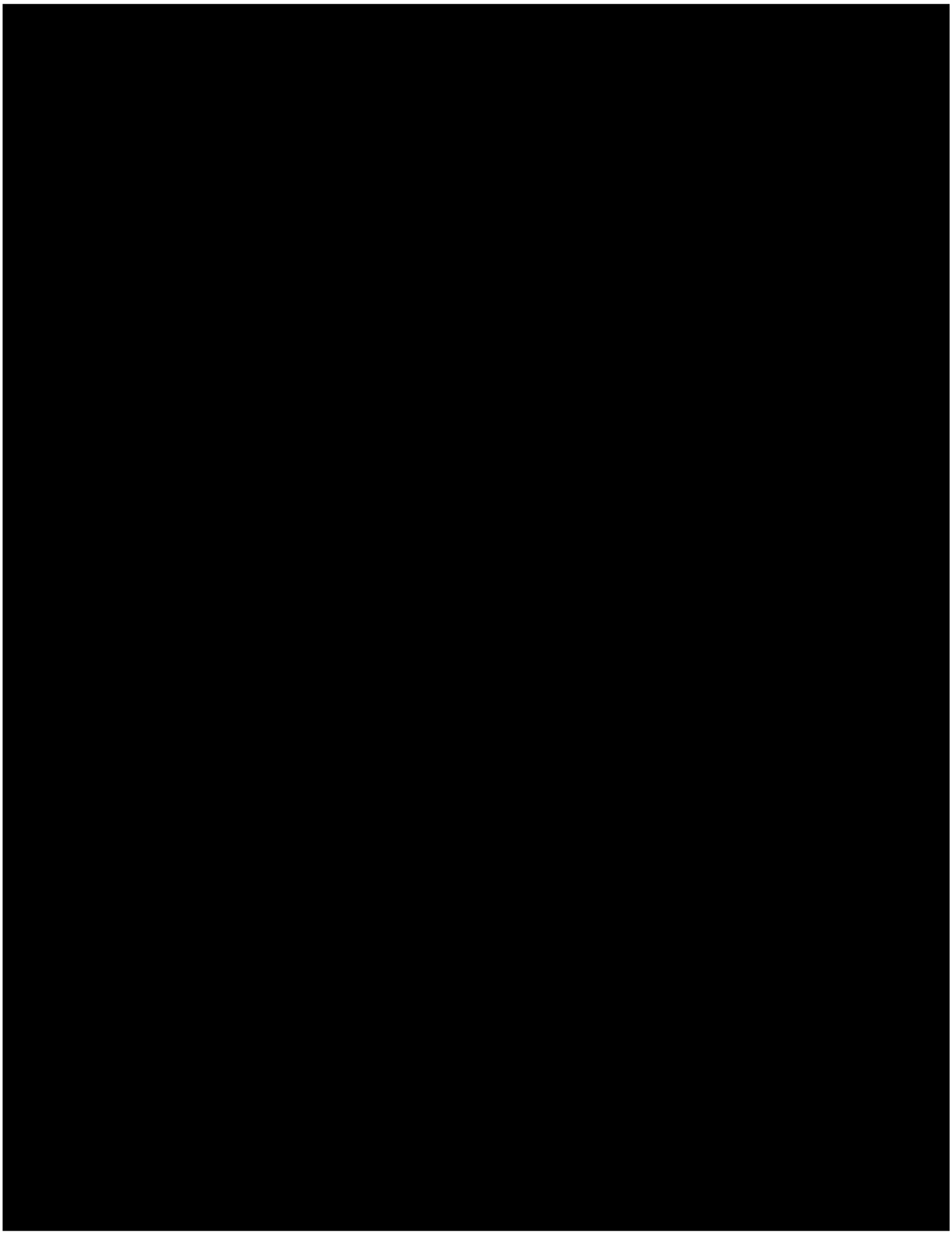
Odometer: 8096 MI **Comm Type:** EMAIL
Analyst Name: ROQUEMORE (TROQUEMO),TANYA **Analyst:** TROQUEMO
Action Date: 05/09/2006 **Action Time:** 12.09.44.140 **Action Data:** No

Comments E-MAIL ZM/CQIS.

Action: INFORMATIONAL CALL/FAX

Dealer: 20328 SUNSET FORD, INC.
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 8096 MI **Comm Type:** PHONE



Server Name : AWS New Prod AWSPPRDDG

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21P76[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	108056617205
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
EN200 1108056617205
```

Trace Trans Serial No:

```
A4522 150805A1Q60865026C3P-7000-KA
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	15-AUG-2005

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	171179 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	AZ
		Buyer St/Prov:	*
Arrival Date:	30-AUG-2005	**Red Carpet Lease:**	*
Sale Date:	20-NOV-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	20-NOV-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	20-NOV-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/C - ATC AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	52	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5B	**Paint:**	PNEVB - DARK TOREADOR C/C WATER BASED
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	6F710D0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000BY - MEDIUM PEBBLE	**Tire Manufacturer:**	* -
Delivery Type:	0	**Tire Brand:**	0TBXEV -
Driveshaft Code:	D	**Tire Size:**	D3IAV - LT275/65R 20E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	MK0TBXEV3205	**RF:**	MK0TBXEV3205
LR:	MK0TBXEV3205	**RR:**	MK0TBXEV3205
LI:	*	**RI:**	*

SPARE: P5151V3W3005 **DOT Plant Manufacturer:** MK - THE GOODYEAR TIRE & RUBBER COMPANY ; UNION CITY ; TENESSEE ; UNITED STATES

ESP INFORMATION:

ESP Code:	M	**Emission Code:**	DGAAE - DGAAE
ESP Coverage(Miles):	031	**Emission Cert Type:**	5
ESP Coverage(Time):	024	**Emission Decal Suffix:**	NJL
ESP Plan Year:	2005	**Engine Family:**	6FMXA060AED
ESP Signature Date:	20-NOV-2005		

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 07-JUN-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P76E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	15-08-05	20-11-05	171179	USA	1	*	5K06	*	TWC01	*	S10	V88	TB3	42

AWS Claim Key: 161479 **Doc #:** 258528A **Trx Code:** 1 **Labor Hrs:** 6.5 **Labor Cost:** 509.54 **Material Cost:** 1166.22 **Total Cost:** 1683.76

Dlr Cd-Sub Cd: 20328-* **Name:** SUNSET FORD, INC. **Ph:** 623-9778888 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-NOV-2005 **DIST(Mile):**241

Cust Comments: WOBBLE IN STEERING WHEEL 62 TO 68 MPH AND ALSO WHEN GOING OVER BUMPS

Tech Comments: ROADTEST TO VERIFY AND DIAG VIBRATION AT HWY SPEEDS, MEASURE RUNOUT AND CHECK BALANCE OF ALL 4 TIRESUSING ROADFORCE BALANCE MACHINE, FOUND ALL 4 TIRE S HAVING EXCESSIVE ROADFORCE, MEASURES RUNOUT AND CHECKED BALANCE OF 2 OTHER STOCK UNITS AND FOUND EXCESSIVE ROADFORCE OF ALL 4 TIRES ON BOTH STOCK UNITS, NECESSARY TO MOUNT AND BALANCE 4 NEW TIRES AND ROADTEST VEH TO PASS

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P76[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	15-08-05	20-11-05	171179	USA	4	*	6Y05	*	MAINT	*	SXX	V00	A9*	82

AWS Claim Key: 515724 **Doc #:** 266714A **Trx Code:** 0712S **Labor Hrs:** 1.5 **Labor Cost:** 70.55 **Material Cost:** 57.42 **Total Cost:** 133.2

Dlr Cd-Sub Cd: 20328-* **Name:** SUNSET FORD, INC. **Ph:** 623-9778888 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-FEB-2006 **DIST(Mile):**5501

Cust Comments: 5K ESP AS PER OWNERS MANUAL

Tech Comments: CHANGED OIL AND FILTER, ROTATED TIRES, AND PERFORMED MULTI POINT INSPECTION AS PER QUALITY CARE 7.5KMILE SERVICE.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P76E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	15-08-05	20-11-05	171179	USA	5	*	5R02	*	3600	*	S10	V89	N25	42

AWS Claim Key: 708319 **Doc #:** 269228A **Trx Code:** 1 **Labor Hrs:** 3.2 **Labor Cost:** 250.85 **Material Cost:** 0 **Total Cost:** 250.85

Dlr Cd-Sub Cd: 20328-* **Name:** SUNSET FORD, INC. **Ph:** 623-9778888 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-MAR-2006 **DIST(Mile):**6967

Cust Comments: VEH WOBBLES WHILE DRIVING AT ALL SPEEDS AFTER HITTING BUMPS

Tech Comments: ROADTEST VEH TO VERIFY STEERING SHAKE WHEN HITTINGBUMPS. NECESSARY TO PERFORM INSPECTION EVALUATION AND ADJUST STEERING GEAR MESH AND LOAD. ROADTEST VEH TO PASS AS PER TSB 05 22 01.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P76E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	15-08-05	20-11-05	171179	USA	6	*	5R02	*	3600	*	S10	V89	C50	42

AWS Claim Key: 855968 **Doc #:** 22282001 **Trx Code:** 2 **Labor Hrs:** 2.3 **Labor Cost:** 186.51 **Material Cost:** 19.96 **Total Cost:** 206.47

Dlr Cd-Sub Cd: 20360-* **Name:** BELL FORD **Ph:** 602-8661776 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**25-APR-2006 **DIST(Mile):**8096

Cust Comments: STEERING WHEEL OSCILLATION WHEN DRIVING OVER BUMPS.CUSTOMER HAD PART OF TSB 05 22 01 PERFORMED AT SUNSET.SEE OASIS

CHECK ALIGNMENT AND LOWER CASTER 1 DEG BOTH SIDES PER TSB 05 22 1. CORRECT CAMBER AND TOE. CUSTOMER TOOK TRUCK TO ANOTHER DEALER

Tech Comments: WHO INSTALLED THE DAMPNER AND ADJUSTED GEAR MESH LOAD PER THE TSB, THEIR ALIGNMENT RACK WAS DOWN AT THE TIME SO CUSTOMER BROUGHT TRUCK HERE TO COMPLETE THE REPAIRS PER TSB 05 22 01

Any comments? You can contact



webmaster



DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiffs
Identification No. 53084
1301 Grant Bldg.
310 Grant Street
Pittsburgh, PA 15219
(412) 894-7004

[redacted]	: COURT OF COMMON PLEAS
SIGEL, PA [redacted]	: ALLEGHENY COUNTY
vs.	:
FORD MOTOR COMPANY c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [redacted], Sigel, PA [redacted]

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

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about January 13, 2005 Plaintiff purchased a new 2005 Ford F-250 manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTSW21505E[redacted] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $36,912.96.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective suspension system and/or Abs light.

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

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and

repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

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

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I

PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

31. Plaintiff uses the subject product for personal, family and household purposes.

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

33. Defendant failed to make effective repairs.

34. 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.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited

to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

[redacted]

BY

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 01/13/05

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
[redacted] SIGEL P[redacted]	CLARION FORD-MERCURY 1214 EAST MAIN STREET CLARION PA 16214

You, the Buyer (and C[redacted]), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price of the vehicle. The "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2005 FORD	F250		1FTSW21505E[redacted]	☒ Personal ☐ Agricultural ☐ Commercial

Trade-in 2001 DODGE (Year and Make) $ 15255.00 (Gross Allowance) $ 3257.04 (Amount Owing)

1. Cash Price		$ 33452.00 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor		$ 300.00
Cash Down Payment		$ N/A
Trade-in 2001 DODGE (Year and Make) $ 15255.00 (Gross Allowance) $ 3257.04 (Amount Owing)		$ 11997.96
Total Down Payment		$ 12297.96 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		$ 21154.04 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Insurance Companies for		
Credit Life Insurance (for term of contract)		$ N/A
Credit Disability Insurance (for term of contract)		$ N/A
[Term Months (Estimate)]		$ N/A
To Public Officials (i) for license ($ 16.00) title ($ 22.50), & registration ($ N/A) fees $ 38.50		
(ii) for filing fees $ N/A		
(iii) for taxes (not in Cash Price) $ 1073.82		$ 1112.32
To CLARION FORD MERCU		$ 40.00
To for		$ N/A
To for		$ N/A
To CLARION FORD MERCURY MESSENGER FEE for		$ 25.00
Total		$ 1177.32 (4)
5. Amount Financed (3 plus 4)		$ 22331.36 (5)

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment
3.90 %	$ 2283.50	$ 22331.36	$ 24615.00	of $ 12297.96 $ 36912.96

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	[redacted]	410.25	(monthly starting)
	1 final	410.25	02/12/05

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

☐ Credit Life [illegible]
$ [illegible] Premium [illegible] Insured(s)
[illegible]

☐ Credit Disability N/A
Insurer
$ [illegible] Premium [illegible] Insured
Signature

☐ Other Optional Insurance Term
$ N/A
Insurer Premium
Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or $50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

ny chang[redacted]ed by you and the Creditor.

UYER: _____ -BUYER: _____
IGNS SIGNS

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

Do not sign this contract in blank.
You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.
Buyer (and Co-Buyer) acknowledge that (I) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (II) at the time of signing this contract, Buyer (and Co-Buyer) received copy of this contract.

[redacted]

BUYER SIGNS _____ (CO) BUYER SIGNS _____

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller _____ By _____ Title _____

17637-SI Jul 03 (Previous editions may be used) CLARION FORD-MERCURY

SEE BACK FOR ADDITIONAL AGREEMENTS

☐ Comprehensive ☐ $ N/A Deductible
☐ Collision
☐ Fire- Theft-Combined Additional Coverage
☐ Towing and Labor
☐ Term N/A Months (Estimate)
Premium $ N/A

☐ **Debt Cancellation Waiver Addendum (Optional)**
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under Section 4.

Buyer _____

Program No. _____

QUESTIONS?

Ford Credit

PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
03-001

BUYER'S COPY

Ford Motor Credit Company Preferred Payment Plan Enrollment Authorization

Ford Credit

fordcredit.com

Step 1: Please print your name and account number/vehicle identification number as shown on your Ford Credit payment invoice/contract.

Step 2: Record bank/credit union name, address, account number, and routing number.

Step 3: Sign and date the authorization form.

Complete Steps 4 and 5 only if the bank/credit union account is maintained in a name other than yours.

-18220 4/00

Step 4: Please print the bank/credit union account owner's name on the line labeled "Bank/Credit Union Account Owner's Name" and supply that account owner's Social Security number.

Step 5: The bank/credit union account owner must sign and date the authorization form.

Step 6: Return the completed Ford Credit copy of the form with one voided check or savings deposit slip. Keep the other copy of the form for your records. Information contained on this check or savings deposit slip is used by Ford Credit and your bank/credit union to properly complete the enrollment process.

Questions?
Give us a call 1-800-727-7000

I/We hereby request and authorize Ford Motor Credit Company ("Ford Credit") to initiate withdrawals from the bank/credit union account named below as agreed between Ford Credit and the bank/credit union named below, or to draw by electronic funds transfer from the bank/credit union account named below funds payable to Ford Credit. This authorization covers the schedule of payments or other amounts due as described in the contract. This authorization may be canceled at any time by Ford Credit. I/We may cancel this authorization by contacting Ford Credit orally or in writing and said cancellation shall be effective five (5) business days after receipt of request.

Customer Name _____
Ford Credit Account Number _____
Bank/Credit Union Name _____
Bank/Credit Union Address _____
Bank/Credit Union Account Number _____
Bank/Credit Union Routing Number _____
Customer Signature _____
Date _____

Complete if the bank/credit union account is in a name other than yours.

Bank/Credit Union Account Owner's Name _____
Bank/Credit Union Account Owner's Social Security Number _____
Bank/Credit Union Account Owner's Signature _____
Date _____

Mail to: Ford Credit, P.O. Box 542000
Omaha, NE 68154-9968

Your Ford Credit branch representative will be happy to answer any questions you may have.

Ply 1 - Ford Credit Copy **Ply 2 - Customer Copy**

ADDITIONAL AGREEMENTS

No. [redacted]

www.dmv.state.pa.us

MV—1 (2-04)

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR
FORD	1FTSW21505E[redacted]	TRK	200[redacted]

GROSS VEHICLE WT. RATING

FUEL ☐ DIESEL ☐ ELECTRIC

BIN/[redacted]

AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A ☐ POLICE VEHICLE (IF APPLICABLE)

I certify that I have verified this vehicle and that the above and vehicle information listed here and on the back is correct.

SIGN HERE

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME) [redacted] | FIRST NAME | MIDDLE INITIAL | DATE ACQUIRED/ PURCHASED

CO-PURCHASER | DEALER ID NUMBER (IF APPLICABLE) 01/13/05

STREET [redacted] | CITY SIGEL | STATE PA | ZIP | COUNTY CODE [redacted]

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

ODOMETER READING _____ TENTHS ☒

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

D. LIEN INFORMATION

1ST LIEN DATE: 01/13/05 → IF NO LIEN, CHECK ☐	2ND LIEN DATE: → IF NO LIEN, CHECK ☐
1ST LIENHOLDER FORD MOTOR CREDIT	2ND LIENHOLDER
STREET PO BOX 105704	STREET
CITY ATLANTA STATE GA ZIP 30348	CITY STATE ZIP
FINANCIAL INSTITUTION NUMBER	FINANCIAL INSTITUTION NUMBER

E. VEHICLE TRADED

MAKE OF VEHICLE DODGE | VIN 3B7KF23641G[redacted] | MODEL YEAR 2001

BODY TYPE (SDN, BUS, TK, ETC.) TRK | CONDITION OF VEHICLE ☒ GOOD ☐ FAIR ☐ POOR

F. ADDITIONAL VEHICLE INFORMATION

PASSENGER TAXI/BUS: ▶ PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐ | SEATING CAPACITY

MOTORCYCLE MOTOR DRIVEN CYCLE MOPED: CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO | BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0

▶ OPERABLE PEDALS ☐ YES ☐ NO | MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO

AUTOMATIC TRANSMISSION ☐ YES ☐ NO | DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO

MOTOR HOME: ▶ CHASSIS MFR: | BODY MAKE:

TRAILER & TRUCK TRACTOR: ▶ NUMBER OF AXLES: | REQ. REGISTERED GROSS WT. (INCLUDING LOAD) 9000

SUM OF GAWR'S: | UNLADEN WT. (EMPTY)

TRUCK TRACTOR: ▶ REQ. REGISTERED GROSS COMBINATION WT. | GROSS COMBINATION WT. RATING

IMPLEMENT OF HUSBANDRY OR SPECIAL MOBILE EQUIPMENT ▶ COMPLETE AND ATTACH FORM MV-190

G. APPLICATION FOR REGISTRATION

ORIGINAL PLATE ✔ Check One

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☐ EXCHANGE PLATE TO BE ISSUED BY BUREAU

☐ TEMPORARY PLATE ISSUED BY FULL AGENT (NOTE: THIS PLATE WILL EXPIRE 90 DAYS FROM DATE OF ISSUANCE.)

TEMP. PLATE NO.

☐ XX TRANSFER OF PREVIOUSLY ISSUED PLATE

☐ TRANSFER & RENEWAL OF PLATE

☐ XX TRANSFER & REPLACEMENT OF PLATE

☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO. [redacted]

EXPIRES Month 04 Year 05

REASON FOR REPLACEMENT: ☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO. 54773441101

VIN 3B7KF23641G[redacted]

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE

[redacted] HIP TO APPLICANT

INSURANCE COMPANY NAME: NATIONWIDE

POLICY NO. (OR ATTACH BINDER) [redacted]

POLICY EFFECTIVE DATE 11/18/04

POLICY EXPIRATION DATE 05/18/05

ISSUING AGENT INFORMATION

I CERTIFY THAT ON MONTH 01 DAY 13 YEAR 05 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICA[redacted] COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICL[redacted] AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME) CLARION FORD-MERCURY

AGENT NO. 85-6891

TELEPHONE NO. ([redacted]

H. SEAL AND APPLICATION FOR TITLE

I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR [redacted] AL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. 01 DAY 13 YEAR 05

SIGNATURE OF PERSON ADMINISTERING OATH

[redacted] TELEPHONE NO. ( )

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER [redacted]

SEAL

SIGN IN PRESENCE OF NOTARY

I. TAX / FEES

PURCHASE PRICE	33152.00
LESS TRADE-IN	15255.00
TAXABLE AMOUNT	17897.00
X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse)	1073.82
LESS TAX CREDIT	• N/A
1. SALES TAX DUE	1073.82
[redacted]	
2. TITLE FEE	•5.00
3. XX LIEN FEE	• N/A
4. REGISTRATION OR PROCESSING FEE	•
[redacted]	N/A
5. DUPLICATE REG. FEE NO. OF CARDS	•6.00
6. TRANSFER FEE	• N/A
7. INCREASE FEE	• N/A
8. REPLACEMENT FEE	•
9. TOTAL PAID (ADD 1 THRU 8) *Send One Check In This Amount* ➡	1107.32 •

If your registration documents are not received

CLARION FORD - MERCURY

1214 E. Main St. Telephone (814) 226-7440
CLARION, PENNA. 16214

USTOMER NO. [redacted]	ADVISOR ROSE M SMITH	64 TAG NO.		INVOICE DATE 04/28/05	[redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 6,421	COLOR RED CLRCT/M	[redacted]
SIGEL, PA [redacted]	YEAR/MAKE/MODEL 05/FORD TRUCK/F SUPER DUTY/F251 4X4			DELIVERY DATE 01/15/05	DELIVERY MILES 128
	VEHICLE I.D.NO. 1FTSW21505 [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 04/01/05	
[redacted]	COMMENTS				MO: 6421

LABOR & PARTS

JB # 1 07F0Z16 YELLOW ABS LAMP ON UNITS: 1 TECH(S): 32.4 WARRANTY

CUSTOMER STATES ABS LIGHT WAS ON, NOT ON NOW
FOUND WHEEL SPEED SENSOR TO BE MALFUNCTIONING. R&R SENSOR.
RETEST 0 CODES.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	5C3Z-2C204-BA	SENSOR 046530		

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

**********IMPORTANT NOTICE**********
IF YOU RECIEVE A VIEW POINT SURVEY FROM FORD, PLEASE FILL IT OUT,IF YOU DON'T AND JUST THROW IT AWAY IT IS THE SAME AS GIVING US A ZERO !! THIS SURVEY IS A REPORT CARD ON US, NOT YOUR VEHICLE, OUR GOAL IS 100% CUSTOMER SATISFACTION! IF YOU COULDN'T ANSWER COMLETELY SATISFIED, CALL US. PLEASE
****

NEED AUTO REPAIRS AND MONEY IS A LITTLE TIGHT??
APPLY TODAY FOR OUR CLARION- FORD CREDIT CARD WITH 90 DAYS SAME AS CASH!!!! NO APPLICATIONS REFUSED.SOME RESTRICTIONS APPLY. 90 DAY OPTION REQUIRES MINIMUM PURCHASE OF $150.00 SEE OUR SERVICE ADVISORS FOR DETAILS.

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

CUSTOMER COPY

[END OF INVOICE] 03:03pm

CLARION FORD - MERCURY

1214 E. Main St. Telephone (814) 226-7440
CLARION, PENNA. 16214

CUSTOMER NO. [redacted]	ADVISOR RICK		TAG NO. 47	INVOICE DATE 08/12/05	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 12,939	COLOR RED CLRCT/M	S [redacted]
SIGEL, PA [redacted]	YEAR / MAKE / MODEL 05/FORD TRUCK/F SUPER DUTY/F251 4X4			DELIVERY DATE 01/15/05	DELIVERY MILES 128
	VEHICLE I.D. NO. 1FTSW21505E [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 06/17/05	
[redacted]	COMMENTS				MO: 12939

LABOR & PARTS

THE OWNER SAYS THE TRUCK SHIMMIES FOR THE FRONT END AFTER

TOTALS

TOTAL LABOR
TOTAL PARTS
TOTAL SUBLET
TOTAL G.O.G.
TOTAL MISC CHG
TOTAL MISC DISC
TOTAL TAX
TOTAL INVOICE

IMPORTANT NOTICE

IF YOU RECEIVE A NEW FORD SURVEY FROM FORD, PLEASE FILL IT OUT. IF YOU DON'T AND JUST THROW IT AWAY, IT IS THE SAME AS GIVING US A ZERO. IF THIS SURVEY IS A REPORT CARD ON US NOT YOUR OPINION OF OUR COMPANY AND CUSTOMER SATISFACTION IF YOU ARE ONLY ANSWER COMPLETELY SATISFIED CAN DO. PLEASE

CUSTOMER SIGNATURE

PAGE 1 OF 1

END OF INVOICE 08:35am



Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims)

VIN:	1FTSW21505[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	T/F - FORD DIVISION DERIVATIVE	**Navis Eng Serial No:**	221104272510
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/VP - 6 SPD MAN TRANS Z/F S6-650
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E173A 221104272510
```

Trace Trans Serial No:

```
8419729
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	14-DEC-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	144470 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*
Arrival Date:	27-DEC-2004	**Red Carpet Lease:**	*
Sale Date:	15-JAN-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	15-JAN-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	15-JAN-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0
W215EB6705917236F  GM2 11LS017      1J E   53LZBK23N1P2 25X JR 1M    44W507844  F1   T KE          51
FTS0A5        600A 955PA
```

INSTALLED OPTION INFORMATION:

Air Conditioning: T/B - MANUAL AIR CONDITIONER **GVW Code:**

Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	AP -
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNEGD - VERMILION WB C/C-W/B
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F724P0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	431VUB - Contitrac 121/118S
Driveshaft Code:	D	**Tire Size:**	D3KBK - LT245/75/R17E A/S BSW
Front Seat:	T/E - SEAT-FULL BENCH	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5431VUB4904	**RF:**	P5431VUB4904
LR:	P5431VUB4904	**RR:**	P5431VUB4904
LI:	*	**RI:**	*
SPARE:	P5431VUB4904	**DOT Plant Manufacturer:**	P5 -

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	F
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MSG
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 02-MAR-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VEG	CCC CD
1FTSW21505[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	3	*	7T03	5C3Z	2C204	BA			

AWS Claim Key: 795347 **Doc #:** 09150901 **Trx Code:** **Labor Hrs:** 1.3 **Labor Cost:** 71.93 **Material Cost:** 41.59 **Total Cost:**
Dlr Cd-Sub Cd: 07450-* **Name:** **Ph:** - **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-APR-2005
Cust Comments: CUSTOMER STATES ABS LIGHT WAS ON, NOT ON NOW
Tech Comments: FOUND WHEEL SPEED SENSOR TO BE MALFUNCTIONING. R&R SENSOR. RETEST 0 CODES.

1FTSW21505H[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	6	*	5R02	*	3600	*			

AWS Claim Key: 2013933 **Doc #:** 09304501 **Trx Code:** **Labor Hrs:** 2.2 **Labor Cost:** 128.57 **Material Cost:** 0 **Total Cost:**
Dlr Cd-Sub Cd: 07450-* **Name:** **Ph:** - **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**17-JUN-2005
Cust Comments: THE OWNER SAYS THE TRUCK SHIMMIES FROM THE FRONT END AFTER YOU HIT A BUMP WITH IT.
Tech Comments: ROAD TEST, VERIFIED COMPLAINT. PERFORMED TSB 04 26 1. FOUND STEERING BOX EXTREMELY OUT OF ADJUSTMENT. ADJUSTED STEERING BOX. ROAD TEST, OK.

1FTSW21505[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	6	*	5G03	5C3Z	3050	CA			

AWS Claim Key: 2028081 **Doc #:** 09304502 **Trx Code:** **Labor Hrs:** 8.7 **Labor Cost:** 508.44 **Material Cost:** 174.92 **Total Cost:**
Dlr Cd-Sub Cd: 07450-* **Name:** **Ph:** - **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**17-JUN-2005
Cust Comments: OWNER RETURNED SAID AFTER HITTING A BUMP AT 70 MPH. STEERING SHOOK TIL HE SLOWED TO 20 MPH
Tech Comments: FOUND LEFT OUTER TIE ROD END AND TRAC BAR TIGHT. REPLACED. CHECKED ALIGN, FOUND IN SPEC. CALLED HOTLINE, ADVISED TO REDUCE CASTOR BY 1 DEG 0. REPLACED CASTOR BUSHINGS AND REDUCED CASTOR ANOTHER 1.2 DEGREES. RETORQUED TRACK BAR,BAR TO BRACKET, BRACKET TO FRAME, RADIUS ARMT(AXLE. PROVIDED CERTIFIED SCALE SLIPS LOADED AND UNLOADED TO FSE. M TIME TO RETORQUE AND RESET CASTOR

1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	6	*	5N01	*	3A130	*			

AWS Claim Key: 2043071 **Doc #:** 09304503 **Trx Code:** **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 57.82 **Total Cost:**
Dlr Cd-Sub Cd: 07450-* **Name:** **Ph:** - **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**17-JUN-2005
Cust Comments: FUEL REIMBURSEMENT FOR ROAD TEST

1FTSW21505[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	10	*	5U88	*	NPF	*			

AWS Claim Key: 2403002 **Doc #:** 09542501 **Trx Code:** **Labor Hrs:** 1.5 **Labor Cost:** 87.66 **Material Cost:** 0 **Total Cost:**
Dlr Cd-Sub Cd: 07450-* **Name:** **Ph:** - **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**12-OCT-2005
Cust Comments: SHIMMY FROM STEERING WHEEL AFTER HITTING A PATCH OF WASH BOARD ROAD. WOORKING WITH F S E FROM FORD.
Tech Comments: TECH REAR TORQUED TRAC BAR AND FASTNERS AS PER F S E. FIELD SERVICE ENGINEER ROAD TESTED TRUCK WITH CUSTOMER OVER WASH BOARD BUMPS. HE THE STEERING CASTOR WAS ADJUSTED AS PER THE TECH. SERVICE BULLETIN. HE ALSO VERIFIED THAT THE TRAC BAR AND SUSPENSION LOCATIONS WERE PROI TORQUED.HE CHECKED THE TIRE PRESURES AND FOUND THEM TO BE 5

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-OCT-2005
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21505F[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	3	*	7T03	5C3Z	2C204	BA	S10	V21	H19	42
AWS Claim Key:	795347	**Doc #:**	09150901		**Trx Code:**		2	**Labor Hrs:**		1.3	**Labor Cost:**		71.93	**Material Cost:**		41.59	**Total Cost:**		113.52			
Dlr Cd-Sub Cd:	07450-*	**Name:**	CLARION FORD-MERCURY				**Ph:**	814-2267440		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	01-APR-2005		**DIST(Mile):**	6421		
Cust Comments:	CUSTOMER STATES ABS LIGHT WAS ON, NOT ON NOW																						
Tech Comments:	FOUND WHEEL SPEED SENSOR TO BE MALFUNCTIONING. R&R SENSOR. RETEST 0 CODES.																						
1FTSW21505F[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	6	*	5R02	*	3600	*	S10	V89	N23	42
AWS Claim Key:	2013933	**Doc #:**	09304501		**Trx Code:**		E84	**Labor Hrs:**		2.2	**Labor Cost:**		128.57	**Material Cost:**		0	**Total Cost:**		128.57			
Dlr Cd-Sub Cd:	07450-*	**Name:**	CLARION FORD-MERCURY				**Ph:**	814-2267440		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	17-JUN-2005		**DIST(Mile):**	12939		
Cust Comments:	THE OWNER SAYS THE TRUCK SHIMMIES FROM THE FRONT END AFTER YOU HIT A BUMP WITH IT.																						
Tech Comments:	ROAD TEST, VERIFIED COMPLAINT. PERFORMED TSB 04 26 1. FOUND STEERING BOX EXTREMELY OUT OF ADJUSTMENT. ADJUSTED STEERING BOX. ROAD TEST, OK.																						
1FTSW21505F[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	6	*	5G03	5C3Z	3050	CA	S10	V89	N24	69
AWS Claim Key:	2028081	**Doc #:**	09304502		**Trx Code:**		E84	**Labor Hrs:**		8.7	**Labor Cost:**		508.44	**Material Cost:**		174.92	**Total Cost:**		683.36			
Dlr Cd-Sub Cd:	07450-*	**Name:**	CLARION FORD-MERCURY				**Ph:**	814-2267440		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	17-JUN-2005		**DIST(Mile):**	12939		
Cust Comments:	OWNER RETURNED SAID AFTER HITTING A BUMP AT 70 MPH. STEERING SHOOK TIL HE SLOWED TO 20 MPH																						
Tech Comments:	FOUND LEFT OUTER TIE ROD END AND TRAC BAR TIGHT. REPLACED. CHECKED ALIGN, FOUND IN SPEC. CALLED HOTLINE, ADVISED TO REDUCE CASTOR BY 1 DEGREE CASTOR TO 0. REPLACED CASTOR BUSHINGS AND REDUCED CASTOR ANOTHER 1.2 DEGREES. RETORQUED TRACK BAR,BAR TO BRACKET, BRACKET TO FRAME, RADIUS ARMTO FRAME AND AXLE. PROVIDED CERTIFIED SCALE SLIPS LOADED AND UNLOADED TO FSE. M TIME TO RETORQUE AND RESET CASTOR																						
1FTSW21505F[redacted]	F7	T/F7	T/F	T/BC	T/BD	T/E	A1	T/VP	T/WX	14-12-04	15-01-05	144470	USA	6	*	5N01	*	3A130	*	S05	V39	N50	82
AWS Claim Key:	2043071	**Doc #:**	09304503		**Trx Code:**		E84	**Labor Hrs:**		0	**Labor Cost:**		0	**Material Cost:**		57.82	**Total Cost:**		57.82			
Dlr Cd-Sub Cd:	07450-*	**Name:**	CLARION FORD-MERCURY				**Ph:**	814-2267440		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	17-JUN-2005		**DIST(Mile):**	12939		
Tech Comments:	FUEL REIMBURSEMENT FOR ROAD TEST																						



Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEY FOR PLAINTIFFS

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

[redacted]
Phillipsburg, NJ[redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
WARREN COUNTY

CIVIL ACTION

NO. [redacted]

COMPLAINT

1. Plaintiffs [redacted] are adult individual citizens and legal residents of the State of New Jersey, [redacted] Phillipsburg, NJ [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about January 01, 2005, Plaintiffs purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21575E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

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 $36,000.00. 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 Plaintiffs 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 Plaintiffs.

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 Plaintiffs.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

11. Plaintiffs are "Consumers" as defined by N.J.S.A. 56:12-30.

12. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

13. Ford World of Phillipsburg, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

14. On or about January 01, 2005, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

15. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

17. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

18. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

19. Plaintiffs have 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.

20. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

21. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

23. During the first 24 months and/or 18,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: front end of vehicle loose, right front wheel rubs against frame and hard to accelerate. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

24. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiffs have provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand 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

27. Plaintiffs may resort or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

28. Plaintiffs aver 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).

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

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

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

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

33. 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.

34. 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.

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

36. 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.

37. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

39. 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.

40. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

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

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

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

51. Plaintiffs are "Persons" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiffs' rights in negotiating and handling Plaintiffs' warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiffs' reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiffs believe and therefore aver that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiffs believe and therefore aver the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiffs have and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiffs are entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiffs' vehicle, given the defect/condition, is worthless;

c. Plaintiffs lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiffs have been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiffs have incurred additional transportation costs; and

e. Plaintiffs have expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

[redacted]

By: _____

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiffs
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

IMPORTANT INFORMATION

Car Buying Tip: Securing your financing before going to the dealership may improve your negotiating position and reduce the time you're there so you can enjoy the car you want. Go to www.citifinancialauto.com and then to the Auto Research tab to get valuable research tips for your next auto purchase.

Total Payment Due	$1,334.96	**Due Date**	04/17/06	**Prior Balance**	$30,984.37	**Current Balance***	$30,581.88
Regular Payment	$677.48	**Previous Amount Billed**	$1,334.96			20[illegible] FORD F250 SUPER	

*Payments received after the 'as of' date will not be reflected on this statement. Please mail your payment 5-7 days prior to the due date to ensure that it is received by us on or before the due date.

YOUR ACCOUNT ACTIVITY DURING THIS BILLING PERIOD

DESCRIPTION	AS OF 03/28/06	AMOUNT	APPLIED TO BALANCE	APPLIED TO INTEREST	APPLIED TO FEES/ LATE CHARGES	
Payment-Thank You	02/25/06	-687.48	-402.49	-284.99		
Late Fee Assessment	03/27/06	10.00				

002

RSOE12 20409

NOTE: Not a Payoff Balance. Deferred interest, late fees and/or other charges not included. Your contract may provide for a refund of unearned interest or a prepayment penalty if the account is prepaid. This statement may also not reflect unpaid late fees, interest or NSF check charges if a check in payment on your account has been returned unpaid or if your account is interest short or has been extended. If your account is pre-computed and you have received a payment extension, the extension fee charge is not reflected on this statement.

FOR CUSTOMER SERVICE:
(888) 350-9059

or visit our website at
www.citifinancialauto.com

YOUR ACCOUNT NUMBER IS
[redacted]

Credit Bureau Disputes: P.O. Box 210189, Bedford, TX 76095-7189

CALL MONITORING - To improve customer service through continued employee training, telephone calls may be monitored or recorded.

To make a payment, mail your check or money order to CitiFinancial Auto, P.O. Box 183036, Columbus, OH 43218-3036.

For statement inquiries, mail your inquiry to CitiFinancial Auto, P.O. Box 1437, Minneapolis, MN 55440-1437.

If you have received this statement in error, please write the Compliance Department, P.O. Box 210189, Bedford, TX 76095-7189.

You are required to maintain insurance on your vehicle and name CitiFinancial Auto as the loss payee. Insurance documents must be sent to the following payee address: CitiFinancial Auto, P.O. Box 3050, Coraopolis, PA 15108-6913

YOUR PAYMENT COUPON

CitiFinancial Auto
P.O. Box 1437
Minneapolis, MN 55440-1437

Address Service Requested

citi financial™ auto

Please mail this coupon with your payment.

Account Number [redacted]

Payment Due Date	04/17/06
Regular Payment	$677.48
Late Payments/Charges	$657.48
Services & Products	$0.00
TOTAL PAYMENT DUE	$1,334.96

Amount Enclosed $

☐ Please check here to indicate mailing address / phone number changes and enter them on back of coupon.

524084 Rv. 12/06

Mail Payment To: CitiFinancial Auto
P.O. BOX 183036
COLUMBUS, OH 43218-3036

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
A

[redacted]
PHILLIPSBURG, [redacted]

01 01 1746
90
R504

[redacted]
PHILLIPSBURG, NJ [redacted]

FORD WORLD OF PHILLIPSBURG
630 MEMORIAL PKWY · RT. 22 · PHILLIPSBURG
908-859-1400 · 800-398-FORD

SERVICE ADVISOR BRIAN DIPASQUALE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
04NOV05	04NOV05		1FTSX21575E[redacted]	[redacted]	[redacted]		04NOV05	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:09	13:25	05 FORD F250 PICKUP	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
23021	23029	

TECH.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
A PERFORM LUBE OIL AND FILTER SERVICE					
QS1 PERFORM LUBE OIL AND FILTER SERVICE					
	52	CP		16.75	16.75
1 FL*820*S FILTER ASY - OIL			4.95	4.95	4.95
5 OIL 5W30 OIL			1.75	1.75	8.75
MOA MOA ADDITIVE INSTALLED					
	52	CP		0.00	0.00
1 110 MOA			8.00	8.00	8.00
B PERFORM TIRE ROTATION					
ROT PERFORM TIRE ROTATION					
	52	CP		19.95	19.95
C INSTALLED AIR AND FUEL FILTERS					
AIR INSTALLED AIR AND FUEL FILTERS					
	52	CP		50.00	50.00
1 FA*1754* ELEMENT ASY - AIR CLEANER			34.29	34.29	34.29
1 FG*1011* FILTER ASY - FUEL			25.04	25.04	25.04
D THROTTLE BODY SERVICE					
TBS THROTTLE BODY SERVICE					
	52	CP		46.00	46.00
1 94068 TBI KIT			34.00	34.00	34.00
E CUT 1 ADDITIONAL KEY					

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1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X _____

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG
WOULD LIKE TO
THANK YOU FOR YOUR PATRONAGE.
TO SHOW YOU OUR APPRECIATION,
WHEN YOU HAVE PURCHASED
5 OIL CHANGES, YOUR NEXT LUBE, OIL
AND FILTER IS

FREE!

"We're with you down the road!"

CUSTOMER COPY

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PLAINTIFF'S EXHIBIT
B

[redacted]

PHILLIPSBURG, NJ [redacted]

SERVICE ADVISOR BRIAN DIPASQUALE

FORD WORLD OF PHILLIPSBURG

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REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
04NOV05	04NOV05		1FTSX21575E[redacted]	[redacted]	[redacted]		04NOV05	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:09	13:25	05 FORD F250 PICKUP	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
23021	23029	

TECH	TYPE	HOURS	LIST/ANY	NET/ACT	TOTAL
KEY CUT 2 ADDITIONAL KEYS AND PROGRAMMED CUSTOMER SUPPLIED REMOTES AS REQUESTED					
99	CP			0.00	0.00
2 597638 KEY			2.50	2.50	5.00
F CUSTOMER STATES THAT AT HIGHWAY SPEEDS OVER BUMPS FEELS LIKE ALL OVER THE ROAD CHECK FRONT END.					
1100 ROADTESTED VEHICLE, CHECKED FRONT END, ALL OK, CHECKED AND LOWERED AIR PRESSURE IN TIRES TO 45 PSI DUE TO WEAR CONDITION, ALL OK AT THIS TIM					
52	CP			0.00	0.00
G CUSTOMER STATES THAT RIGHT FRONT WHEEL RUBS AGAINST FRAME AND RUBBED BRAKE LINE, MAY BE RELATED TO FRONT END CONCERN					
1100 CHECKED BOTH RIGHT AND LEFT FRONT WHEELS AT FULL LOCK, DID NOT SEE ANY CONTACT, CHECKED LINES, ALL OK AT THIS TIME					
52	CP			0.00	0.00
I** FUEL LINE RETAINER CLIP INSTALLATION - L CAUSE: PERFORMED RECALL INSTALLED FUEL RETAINER CLIP					

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SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X _____

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG
WOULD LIKE TO
THANK YOU FOR YOUR PATRONAGE.
TO SHOW YOU OUR APPRECIATION,
WHEN YOU HAVE PURCHASED
5 OIL CHANGES, YOUR NEXT LUBE, OIL
AND FILTER IS

FREE!

"We're with you down the road!"

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[redacted]

PHILLIPSBURG, NJ [redacted]

SERVICE ADVISOR BRIAN DIPASQUALE

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REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
04NOV05	04NOV05		1FTSX21575E[redacted]				04NOV05	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	SA
08:09	13:25	05	FORD F250 PICKUP	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
23021	23029	

	REC.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
05S33B FUEL LINE RETAINER CLIP INSTALLATION - L		52	WP			
1 5C3Z*9J278*A RETAINER						(N/C)
						(N/C)

FC: PART#: COUNT:
CLAIM TYPE: 05S33
AUTH CODE:
1952

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or
1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

** PRE-INVOICE **

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG
WOULD LIKE TO
THANK YOU FOR YOUR PATRONAGE.
TO SHOW YOU OUR APPRECIATION,
WHEN YOU HAVE PURCHASED
5 OIL CHANGES, YOUR NEXT LUBE, OIL
AND FILTER IS

FREE!

"We're with you down the road!"

DESCRIPTION	TOTALS
LABOR AMOUNT	132.70
PARTS AMOUNT	120.03
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	252.73
LESS INSURANCE	0.00
SALES TAX	15.16
PLEASE PAY THIS AMOUNT	267.89

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

NOTING: OPEN RECALL ON LOW/REVERSE SNAP RING, W
ILL NEED TO ORDER PARTS AND RESCHEDULE FOR REPA
IR, SHOULD BE 1 DAY REPAIR, MAY GO OVERNIGHT
(NOT LIKELY)

CUSTOMER COPY

[redacted]

PHILLIPSBURG, NJ [redacted]

FORD WORLD OF PHILLIPSBURG

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908-859-1400 · 800-398-FORD

SERVICE ADVISOR BRIAN DIPASQUALE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
09NOV05	09NOV05		1FTSX21575E[redacted]		[redacted]		09NOV05	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:10	17:00	05 FORD F250 PICKUP	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
23318	23322	

TECH.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
A REVERSE CLUTCH-TO-CASE SNAP RING REPLACEMENT - L					
CAUSE: PERFORMED RECALL AS PER FORD SPECS, REPLACE SNAP R INGS CASE AND NECESSARY INTERNAL KIT					
05B27C REVERSE CLUTCH-TO-CASE SNAP RING REPLACEMENT - L					
52 WP					(N/C)
1 5C3Z*7D483*Y RING					(N/C)
1 5C3Z*7D483*X RING					(N/C)
1 5C3Z*7A095*CB OIL COOLER ASY					(N/C)
12 XT*6*QSP FLUID - TRANSMISSION					(N/C)
1 5C3Z*7005*E CASE ASY - TRANSMISSION					(N/C)
FC: PART#: COUNT:					
CLAIM TYPE: 05B27					
AUTH CODE: 1952					
B CUSTOMER STATES THAT VEHICLE FEELS LIKE IT IS LOOSE IN FRONT END HIGH SPEEDS, LOOSES CONTROL ON TURNS					
CAUSE: VERIFIED CONCERN NECESSARY TO REPLACE					

THANK YOU FOR SERVICING YOUR CAR AT

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CALL FOR YOUR NEXT APPOINTMENT

(908)859-1400
or
1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X _____

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG
WOULD LIKE TO
THANK YOU FOR YOUR PATRONAGE.
TO SHOW YOU OUR APPRECIATION,
WHEN YOU HAVE PURCHASED
5 OIL CHANGES, YOUR NEXT LUBE, OIL
AND FILTER IS

FREE!

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CUSTOMER COPY

[redacted]

PHILLIPSBURG, NJ [redacted]

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908-859-1400 · 800-398-FORD

SERVICE ADVISOR BRIAN DIPASQUALE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
09NOV05	09NOV05		1FTSX21575E[redacted]	[redacted]	[redacted]		09NOV05	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:10	17:00	05 FORD F250 PICKUP	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
23318	23322	

TECH.	TYPE	HOURS	LIE/UNIT	NEW/UNIT	TOTAL
STEERING DAM PNER, VERIFIED REPAIRS MT3E65A ACTUAL TIME TO REPLACE STEERING DAMPNER					
	52	WP			(N/C)
1 5C3Z*3E651*CA DAMPER ASY					(N/C)
FC: H21 42					
PART#: 5C3Z*3E651*CA					
COUNT:					
CLAIM TYPE:					
AUTH CODE:					
1952					

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1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG WOULD LIKE TO THANK YOU FOR YOUR PATRONAGE. TO SHOW YOU OUR APPRECIATION, WHEN YOU HAVE PURCHASED 5 OIL CHANGES, YOUR NEXT LUBE, OIL AND FILTER IS

FREE!

"We're with you down the road!"

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

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THANK YOU FOR CHOOSING FORD/HYUNDAI WORLD
WE ARE NOW OPEN UNTIL 4:00pm ON SATURDAY.

** VISIT US ON THE WEB FOR ALL YOUR SERVICE AND PARTS NEEDS AT FORDHYUNDAIWORLD.COM RECEIVE SUPER SAVINGS AND BENEFITS DESIGNED FOR YOU AND YOUR VEHICLE..

CUSTOMER COPY

DUPLICATE 1 PAGE 1

[redacted]

PHILLIPSBURG, NJ [redacted]

SERVICE ADVISOR BRIAN DIPASQUALE

FORD WORLD OF PHILLIPSBURG

630 MEMORIAL PKWY · RT. 22 · PHILLIPSBURG
908-859-1400 · 800-398-FORD

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
21DEC05	22DEC05		1FTSX21575E[redacted]		[redacted]		22DEC05	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
09:30	13:40	05 FORD F250	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27450	27458	

	LABOR	PARTS	TOTAL
A CU[redacted]OSE			
AND OIL [redacted]			
CAUSE: VERIFIED CONCERN[redacted]			
PE[redacted]ON			
BOTH[redacted]			
052031 CHECK [redacted]			
[redacted]			
4579 WP			(N/C)
FC: H21 42			
PART#: 3600			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
4579			
MISC H AND K AUTO			
ISSP			(N/C)
B** PERFORM LUBE OIL AND FILTER SERVICE			
OS1 PERFORM LUBE OIL AND FILTER SERVICE			
4579 CP	16.75		16.75
1 FL*820*S FILTER ASY - OIL	4.95	4.95	4.95
5 OIL 5W30 OIL	1.80	1.80	9.00
C** PERFORM TIRE ROTATION			
ROT PERFORM TIRE ROTATION			

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(908)859-1400
or
1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

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

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FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG
WOULD LIKE TO
THANK YOU FOR YOUR PATRONAGE.
TO SHOW YOU OUR APPRECIATION,
WHEN YOU HAVE PURCHASED
5 OIL CHANGES, YOUR NEXT LUBE, OIL
AND FILTER IS

FREE!

"We're with you down the road!"

CUSTOMER COPY

DUPLICATE 1 PAGE 2

[redacted]

PHILLIPSBURG, NJ [redacted]

FORD WORLD OF PHILLIPSBURG

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908-859-1400 · 800-398-FORD

SERVICE ADVISOR BRIAN DIPASQUALE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
21DEC05	22DEC05		1FTSX21575E[redacted]		[redacted]		22DEC05	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
09:30	13:40	05	FORD F250	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27450	27458	

	TECH.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
	4579	CP			24.95	24.95
D** REPLACED FUEL FILTER ELEMENT.						
FF REPLACED FUEL FILTER ELEMENT.						
	4579	CP			40.00	40.00
1 FG*1011* FILTER ASY -						
FUEL				25.04	25.04	25.04

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or
1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

** PRE-INVOICE **

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

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"We're with you down the road!"

DESCRIPTION	TOTALS
LABOR AMOUNT	81.70
PARTS AMOUNT	38.99
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	120.69
LESS INSURANCE	0.00
SALES TAX	7.24
PLEASE PAY THIS AMOUNT	127.93

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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CUSTOMER COPY

[redacted]

PHILLIPSBURG, NJ [redacted]

SERVICE ADVISOR BRIAN DIPASQUALE

FORD WORLD OF PHILLIPSBURG

630 MEMORIAL PKWY · RT. 22 · PHILLIPSBURG
908-859-1400 · 800-398-FORD

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
01MAR06	02MAR06		1FTSX21575E[redacted]	[redacted]	[redacted]		02MAR06	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:58	13:38	05 FORD F250	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
33259	33265	

REC.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
A ENGINE OIL FLUSH SYSTEM					
EFLUSH ENGINE OIL FLUSH SYSTEM					
1743	CP			70.00	70.00
1 FL*820*S FILTER ASY - OIL			4.95	4.95	4.95
5 OIL 5W30 OIL			1.80	1.80	9.00
1 EF5 FILTER			34.95	34.95	34.95
1 110 MOA			8.00	8.00	8.00
B CUSTOMER STATES THAT HARD ACCELERATION FEELS LIKE IT IS BOGGING DOWN					
CAUSE: VERIFIED CONCERN PERFORMED WDS TEST, FUEL PRESSURE CHECKED, NECESSARY TO REPLACE FUEL PUMP AND REGUL ATOR, VERIFIED REPAIRS					
12650D EEC (QUICK TEST) - DIAGNOSIS - L					
1743	WP				(N/C)
1 5C3Z*9G756*AA SENSOR - FUEL INJECTOR PRESSUR					(N/C)
1 5C3Z*9H307*BE SENDER AND PUMP ASY					(N/C)
12650D45 PIN POINT TEST - DIAGNOSIS - L					
1743	WP				(N/C)
9350B FUEL PUMP PRESSURE TEST ON VEHICLE - DIAGNOSIS (9A407/9H307/9350) - L					

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1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

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

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I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

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FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

WE AT FORD WORLD OF PHILLIPSBURG
WOULD LIKE TO
THANK YOU FOR YOUR PATRONAGE.
TO SHOW YOU OUR APPRECIATION,
WHEN YOU HAVE PURCHASED
5 OIL CHANGES, YOUR NEXT LUBE, OIL
AND FILTER IS

FREE!

"We're with you down the road!"

CUSTOMER COPY

[redacted]

PHILLIPSBURG, NJ [redacted]

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SERVICE ADVISOR BRIAN DIPASQUALE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
01MAR06	02MAR06		1FTSX21575E[redacted]		[redacted]		02MAR06	[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:58	13:38	05 FORD F250	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
33259	33265	

RECD	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
1743	WP				(N/C)
9350E FUEL PUMP - ELECTRIC - REPLACE (9A407/9C407/9H307/9H318/9350) - L					
1743	WP				(N/C)
9756A SENSOR - FUEL INJECTOR PRESSURE - REPLACE (9F972/9G756) - L					
1743	WP				(N/C)
FC: D42 42					
PART#: 5C3Z*9H307*BE					
COUNT:					
CLAIM TYPE:					
AUTH CODE:					
1743					
C PERFORM MULTI POINT INSPECTION					
MULTI PERFORM MULTI POINT INSPECTION					
1743	CP		0.00	0.00	0.00
D CUSTOMER STATES THAT WHEN HITTING A BUMP ON 1 SIDE 60 - 70 MPH FRONT END [redacted] LOOSE AND SHAKES OUT OF CONTROL 1100 SET TIRE PRESSURE TO 75 PSI AND ADJUSTED STEERING BOX					
1743	CP		0.00	0.00	0.00
E** PERFORM ROTATE AND BALANCE					
ROTABAL PERFORM ROTATE AND BALANCE					

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or
1-800-398-FORD

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

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

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FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

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AND FILTER IS

FREE!

"We're with you down the road!"

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[redacted]

PHILLIPSBURG, NJ [redacted]

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SERVICE ADVISOR BRIAN DIPASQUALE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED
01MAR06	02MAR06		1FTSX21575E[redacted]	[redacted]	[redacted]		02MAR0[redacted]

TIME IN	TIME READY	YEAR MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:58	13:38	05 FORD F250	[redacted]	75.00	01JAN05	3121	3121

MILEAGE IN	MILEAGE OUT	LICENSE NO.
33259	33265	

	TECH	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
	1743	CP			89.95	89.95
F** PERFORMED POWER STEERING FLUSH						
PFLUSH PERFORMED POWER STEERING FLUSH						
	1743	CP			40.00	40.00
1 9332 PS KIT				29.95	29.95	29.95

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7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 4:00 P.M.

** PRE-INVOICE **

FORD WORLD OF PHILLIPSBURG

1-800-398-FORD

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AND FILTER IS

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"We're with you down the road!"

DESCRIPTION	TOTALS
LABOR AMOUNT	199.95
PARTS AMOUNT	86.85
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	286.80
LESS INSURANCE	0.00
SALES TAX	17.21
PLEASE PAY THIS AMOUNT	304.01

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IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

FILED
PROTHONOTARY
2006 JUN 20 AM 11:01

[redacted]
GALENA, MD [redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Defendant

CIVIL ACTION [redacted]

ARBITRATION CASE

12 PERSON JURY DEMANDED

COMPLAINT

1. Plaintiffs, [redacted] are adult individual citizens and legal residents of the State of Maryland, [redacted] Galena, MD [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of Delaware, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

BACKGROUND

3. On or about May 10, 2005, Plaintiffs purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21515E[redacted]

4. The vehicle was purchased in the State of Delaware and is registered in the State of Maryland.

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 $40,850.40. 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 Plaintiffs 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 Plaintiffs.

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 Plaintiffs.

10. The first documented warranty repair attempt is believed to have occurred on or before February 14, 2006, when the vehicle odometer showed 26,017 miles. On that date, repair attempts were made to the belt squeal. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before May 03, 2006, when the vehicle odometer showed 32,612 miles. On that date, repair attempts were made to the tires, steering, shaking and squeal when braking. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before May 10, 2006, when the vehicle odometer showed 33,253 miles. On that date, repair

attempts were made to the shaking and vibrating when driving. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before May 23, 2006, when the vehicle odometer showed 34,062 miles. On that date, repair attempts were made to the shaking and vibrating when driving. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "F".

COUNT I
DELAWARE AUTOMOBILE WARRANTY ACT

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

16. Plaintiffs are "Consumers" as defined by the Delaware Automobile Warranty Act (hereinafter "Lemon Law"), 6 Del. C §5001(3).

17. Defendant is a "Manufacturer" as defined by the Delaware Lemon Law, 6 Del. C. §5001(3).

18. Winner Ford, Dover, is and/or was at the time of sale a "Dealer" engaged in the business of buying, selling, and/or exchanging automobiles as defined by the Delaware Lemon Law, 6 Del. C. §5001(2).

19. On or about May 10, 2005, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities which substantially impair the use, value and/or safety of the vehicle.

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

21. The Delaware Lemon Law, 6 Del. C. §5002 provides:

If a new automobile does not conform to the manufacturer's express warranty, and the consumer reports the nonconformity to the manufacturer or its agent or dealer during the term of the warranty or during the period of 1 year following the date of original delivery of an automobile to the consumer, whichever is earlier, the manufacturer shall make, or arrange with its dealer or agent to make, within a reasonable period of time, all repairs necessary to conform the new automobile to the warranty, notwithstanding that the repairs or corrections are made after the expiration of the term of the warranty or the 1-year period.

22. Section 5003 of the Delaware Lemon Law provides:

a. If the manufacturer, it's agent, or it's authorized dealer does not conform the automobile to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer shall either replace the automobile with a comparable new automobile acceptable to the consumer or repurchase the automobile from the consumer and refund the consumer the full price, including all credits and allowances for any trade-in vehicle; provided, however, that the consumer shall have the unqualified right to decline a replacement automobile and to demand instead a repurchase.:

b. In instances in which an automobile is replaced by a manufacturer under this section, said manufacturer shall accept return of the automobile and reimburse the consumer for any incidental costs, including dealer preparation fees, fees for transfer of registration, sales taxes or other charges or fees incurred by the consumer as a result of such replacement. In instances in which an automobile which was financed by the manufacturer or its subsidiary or agent is replaced under this section, said manufacturer, subsidiary or agent shall not require the consumer to enter into any refinancing agreement for a replacement automobile which would create any financial obligations beyond those created by the originally financing agreement.

c. In instances in which a refund is tendered under this section, the manufacturer shall accept return of the automobile from the consumer and shall reimburse the consumer for related purchase costs, including sales taxes, registration fees and dealer preparation fees, less:

   (1) A reasonable allowance for the consumer's use of the automobile, not to exceed the full purchase price of the automobile multiplied by a fraction which consists of the number of miles driven before the consumer first reported the nonconformity to the manufacturer, its agent or dealer divided by 100,000 miles; and

   (2) A reasonable allowance for damage not attributable to normal wear and tear, but not to include damage resulting from a nonconformity.

d. Refunds shall be made to the consumer, and lienholder, if any, as their interest may appear.

e. No authorized dealer shall be held liable by the manufacturer for any refunds or automobile replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions. (64 Del. Laws, c. 173 § 1; 66 Del. Laws, c. 36, §3).

23. The Delaware Lemon Law, 6 Del. C. §5004 provides:

§5004. PRESUMPTIONS

a. It shall be presumed that a reasonable number of attempts have been undertaken to conform a new automobile to the manufacturer's express warranty if, within the warranty term or during the period of 1 year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

   (1) Substantially the same nonconformity has been subject to repair or correction 4 or more times by the manufacturer, its agents or its dealers and the nonconformity continues to exist; or

   (2) The automobile is out of service by reason of repair or correction of a nonconformity by the manufacturer, its agents or its dealers for a cumulative total of more than 30 calendar days since the original delivery of the motor vehicle to the consumer. This 30-day limit shall commence with the first day on which the consumer presents the automobile to the manufacturer, its agent or

dealer for service of the nonconformity and a written document describing the nonconformity is prepared by the manufacturer, its agent or dealer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer, its agents or its dealers, including war, invasion, strike, fire, flood or other natural disaster.

b. The presumption provided in this section shall not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to repair or correct the nonconformity; provided, however, that if the manufacturer does not directly attempt or arrange with its dealer or agent to repair or correct the nonconformity, the manufacturer may not defend a claim by a consumer under this chapter on the ground that the agent or dealer failed to properly repair or correct the nonconformity or that repairs or corrections made by the agent or dealer caused or contributed to the nonconformity. (64 Del. Laws, c. 173, §1; 66 Del. Laws, c. 36, §4.)

24. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same nonconformity, and the nonconformity remained uncorrected.

25. 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.

26. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions.

27. After a reasonable number of attempts, the manufacturer was unable to repair the nonconformities.

28. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of the Delaware Automobile Lemon Law.

29. Plaintiffs have (1) given notice to the manufacturer and (2) provided an opportunity for final repair.

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

31. Plaintiffs may resort or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

32. Plaintiffs aver 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).

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

34. Plaintiffs are "Consumers" 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. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

CITIZENS AUTOMOBILE FINANCE, INC.

Rev. 10/04

RETAIL INSTALLMENT CONTRACT

DE

Dealer Number [redacted] Date MAY 10, 2005

Buyer: [redacted] GALENA MD [redacted]
(Print Full Name and Address of Principal Residence)

Co-Buyer [redacted] GALENA MD [redacted]
(Print Full Name and Address of Principal Residence)

Creditor-Seller: WINNER FORD OF DOVER, LTD 591 S DUPONT HWY DOVER DE 19
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year Model	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	05	FORD F-250 SD	F-250 SD	1FTSX21515E[redacted]	919X

If truck or recreational vehicle – Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for [X] personal, family or household, or [ ] business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 3,000.00
6.99 %	$ 6,334.55	$ 31,515.85	$ 37,850.40	$ 40,850.40

PAYMENT SCHEDULE: Your payment schedule will be 63 monthly payments of $ 600.80 each, due on the same day of each month starting on JUNE 24, 2005.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is more than ten days late, you will be charged a default charge of $15 or 5% of the unpaid amount of the installment, whichever is less.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

2. Downpayment: [illegible], taxes, and vehicle documentation fee): $ [illegible] (1)

A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model)

Gross Allowance $ N/A less Amount Owing $ 0.00 equals Net Trade-in $ 0.00

(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4C)

B. Cash Downpayment

C. Manufacturer's Rebate Applied to Downpayment $ N/A

D. Total Downpayment (A plus B plus C) $ 3,000.00

3. Unpaid Balance of Cash Price (1 minus 2D): $ 3,000.00 (2)

4. Other Charges Including Amounts Paid to Others on Your Behalf: $ 31,216.35 (3)

A. Amounts Paid to Insurance Companies*:

1. Optional Credit Life Insurance $ N/A

2. Optional Credit Accident and Health Insurance $ N/A

B. Amounts Paid to Public Officials:

1. Government License and/or Registration Fees $ 154.50

2. Certificate of Title Fees $ 43.00

3. Lien Recording Fees $ 10.00

4. UCC Filing Fees $ N/A

C. Other Charges (Describe who will receive payment and purpose)

1. To _____ For Prior Credit or Lease Balance $ N/A

2. To WINNER FORD OF DOVER, LTD For DOC PROCESSING FEE * $ 92.00

3. To _____ For _____ * $ N/A

4. To _____ For _____ * $ N/A

D. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C) $ 299.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4D): $ 31,515.85 (5)

*We may be retaining or receiving a portion of these amounts

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

_____ (Street and Town)

INSURANCE ON THE VEHICLE: Insurance coverage to protect Assignee for loss or damage to the vehicle (collision, fire and theft) is required. You have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you do not obtain the required insurance, we may purchase insurance covering both your interest and our interest, or we may purchase coverage covering only our interest in the vehicle. If we purchase insurance covering only our interest in the vehicle, the insurance will not protect your interest in the vehicle. The charge for this coverage is not refundable upon prepayment unless such a refund is required by law.

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. YOUR SIGNATURE BELOW MEANS THAT YOU AGREE THAT YOU ELECT THE INSURANCE SHOWN BELOW SUBJECT TO THE FOLLOWING ELIGIBILITY CONDITIONS: _____

YOU MAY CANCEL THE CREDIT INSURANCE COVERAGE WITHIN 30 DAYS AFTER YOU RECEIVE THE INSURANCE POLICY(IES) OR CERTIFICATE(S) AND RECEIVE A REFUND OR CREDIT OF ALL PREMIUMS PAID BY YOU. THEREAFTER, YOU MAY CANCEL THE POLICY(IES) AT ANY TIME DURING THE TERM OF THIS CONTRACT AND RECEIVE A REFUND OF ANY UNEARNED PREMIUMS. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.

The name of the insurer is N/A (Name) of N/A (Home Office Address)

_____ Date _____ Date

Buyer Signature Co-Buyer Signature

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

MPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL ERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

IOTICE TO THE BUYER:

. Do not sign this Contract before you read it or if it contains any blank spaces.

. You are entitled to an exact copy of the Contract you sign.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING:

ERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or dding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your ame, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are lso required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we eem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures om you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

y signing below, you acknowledge that you have received a completely filled-in copy of this Contract signed by ie Seller on the date of this Contract and a copy of the Citizens Financial Group, Inc. Privacy Notice.

he Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller ıay assign this Contract and retain its right to receive a part of the Finance Charge.

· RETAIL INSTALLMENT CONTRACT

228995

NAD NUMBER 150636

DEAL NUMBER 5EC10658

WINNER NEWARK AUTOCENTER
FORD • MITSUBISHI • LINCOLN • MERCURY
303 E. CLEVELAND AVENUE
NEWARK, DELAWARE 19711
302/738-0800

WINNER DOVER AUTOCENTER
FORD • HYUNDAI • MITSUBISHI • KIA
591 S. DUPONT HIGHWAY
DOVER, DELAWARE 19901
302/734-0444

DATE 05/10/05 SALESPERSON CONLEY, PA #[redacted]

PURCHASER MR. MRS. MS. [redacted]
ADDRESS [redacted]
TOWN [redacted] STATE [redacted] ZIP [redacted]
GALENA MD

Home [redacted] Business [redacted]

BUYER
SS# [redacted]
DE Lic. # [redacted]
DOB [redacted]

CO-BUYER
SS# [redacted]
DE Lic. # [redacted]
DOB [redacted]

PLEASE ENTER MY ORDER FOR

YEAR	MAKE	MODEL	TYPE	CAR ☐ TRUCK ☒	NEW ☐ DEMO ☐ USED ☒
05	FORD	F-250 SD	XCAB		

STOCK NO. [redacted] SERIAL NO. 1FTSX21515[redacted] MILEAGE 13

COLOR TOP [redacted] BODY JM INTERIOR 6H

AN ODOMETER MILEAGE STATEMENT IS REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT AND IS MADE A PART OF THIS ORDER FORM.

"YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIED DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED."

TITLE INFORMATION

TYPE OF TAG	WEIGHT	RV
PC ☐ COMM ☐		YES ☐ NO ☐
TRANSFER TAG ☐	NEW PLATE ☐	YRS

CURRENT TAG NUMBER

EXPIRATION DATE

TRADE-IN #1 DESCRIPTION AND ALLOWANCE
(MUST BE VERIFIED TO TITLE OR REGISTRATION)

YEAR ____ MAKE ____ MODEL ____ COLOR ____
TYPE ____ SERIAL NO. ____ MILEAGE ____
TRADE-IN ALLOWANCE ____ $ N/A
LESS BALANCE OWED ____ N/A
O/A NET EQUITY $ N/A

TRADE-IN #2 DESCRIPTION AND ALLOWANCE
(MUST BE VERIFIED TO TITLE OR REGISTRATION)

YEAR ____ MAKE ____ MODEL ____ COLOR ____
TYPE ____ SERIAL NO. ____ MILEAGE N/A
TRADE-IN ALLOWANCE ____ $ N/A
LESS BALANCE OWED ____ N/A
O/A NET EQUITY $ N/A

PRICE (Including Transportation)	$ 32,587	00
FACTORY INSTALLED OPTIONS		
DEALER INSTALLED OPTIONS		
EXTENDED SERVICE PLAN		
CHEMICAL PROTECTORANTS		
TOTAL RETAIL PRICE	$ 32,587	00
LESS TRADE-IN ALLOWANCE (OR DISC)	N/A	
SUB TOTAL	$ 32,587	00
STATE & LOCAL TAXES AND/OR DOC FEE	1,629	35
— Clerical	31	75
— Messenger	60	25
REGISTRATION FEE	154	50
TITLE FEE	53	00
PAYOFF TITLE FEE		
NET PAYOFF ON TRADE-IN	N/A	
TOTAL DUE	$ 34,515	85
CASH DOWN PAYMENT	N/A	
FACTORY REBATE	3,000	00
BALANCE FINANCED	31,515	85
TOTAL SETTLEMENT	$ 34,515	85

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

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLING DEALER SELLS THIS VEHICLE "AS IS" AND HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY LIABILITY OF THE SELLER DEALER WITH RESPECT TO THE DEFECTS OR MALFUNCTIONS OF THIS VEHICLE INCLUDING, WITHOUT LIMITATION, THOSE WHICH PERTAIN TO PERFORMANCE OR SAFETY, WHETHER BY WAY OF "STRICT LIABILITY" BASED UPON THE SELLING DEALER'S NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY EXCLUDED AND PURCHASER HEREBY ASSUMES ANY SUCH RISKS. THE MANUFACTURER'S WARRANTY IS NOT AFFECTED BY THIS DISCLAIMER OF WARRANTIES BY THE SELLING DEALER.

(INITIAL APPROPRIATE BOX)

USED CARS	Initials
Sold "AS IS" with NO WARRANTY	
	Initials
Other:	

CUSTOMER AGREES TO DELIVER A FREE AND CLEAR TITLE TO THE TRADE ABOVE AT TIME OF DELIVERY.

LIQUIDATED DAMAGES: IN THE EVENT OF CANCELLATION OR BREACH OF THIS AGREEMENT BY THE BUYER, THE DEALER SHALL BE ENTITLED TO RETAIN AS LIQUIDATED DAMAGES THE SUM OF $ _____. BUYER HEREBY ACKNOWLEDGES THE ABOVE PROVISION.

Buyer's Signature

RECEIPT NO. CASH CHECK DATE

RECEIPT NO. CASH CHECK DATE

FINANCING DETAILS

No. Months 63 Mo. Payment 600.80 Bank CITIZENS A 1st Pay Due 06/24/05

Physical Damage Ins. Co. GEICO Policy No. 2009-99-47-53 NAIC Code ____

Agent DIRECT Effective Date ____ Exp. Date ____

1. Clerical & Messenger Fees. This charge represents costs and profits to the seller/dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents to the sale.

2. Title and Documentary Fees. These fees represent a charge by the seller/dealer for such items as preparation, processing and handling of the documents required in registration, titling and licensing of vehicles.

3. If the above described purchased vehicle is new, purchaser certifies that the price and E.P.A. label was affixed to said vehicle on delivery.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

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

Purchaser agrees that this Order on the face and reverse side hereof and any attachments hereto includes all of the terms and conditions, that this Order cancels and supercedes any prior agreements and as the date hereof comprises the complete and exclusive statement of terms of the agreement relating to the subject matters covered hereby, and that **THE ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE.** Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. I also certify that I am eighteen years of age or over.

ALL BALANCES MUST BE PAID IN CASH OR CERTIFIED CHECK

[redacted]

ACCEPTED BY WINNER ____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

[redacted]

WINNER AUTOMOTIVE GROUP

HYUNDAI

WINNER DOVER AUTOCENTER

591 S. DUPONT HWY.
DOVER, DELAWARE 19901
Phone (302) 734-0445

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

[redacted] INVOICE: 194805

[redacted]

[redacted]

[redacted]

HYUNDAI KIA MITSUBISHI MOTORS Ford

WINNER DOVER AUTOCENTER
591 S. DUPONT HWY.
DOVER, DE 19901
(302) 734-0445

Ford MITSUBISHI MOTORS LINCOLN MERCURY

WINNER NEWARK AUTOCENTER
FORD • MITSUBISHI • LINCOLN MERCURY
300 E. CLEVELAND AVE. (at Winner Blvd.)
NEWARK, DE 19711
(302) 738-3910

PLEASE READ CAREFULLY. CHECK ONE OF THE STATEMENTS BELOW AND SIGN.
I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE.

_____ I REQUEST A WRITTEN ESTIMATE.
_____ I REQUEST AN ORAL ESTIMATE.
_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $ _____ THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
_____ I WAIVE MY RIGHT TO AN ESTIMATE.

SIGNED X _____ DATE _____

ESTIMATE $	ADDITIONAL AMOUNT $

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.

ADDITIONAL REPAIRS O'K'D BY	SW

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repairs thereto.

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO HAVE ALL REPLACED PARTS RETURNED TO ME.

☐ I WANT MY OLD PARTS RETURNED.
☐ I WAIVE MY RIGHT TO HAVE MY OLD PARTS RETURNED.

SIGNED _____ DATE _____

INSTRUCTIONS ON WORK TO BE DONE

PG 1 OF 1

51* PAY TYPE: W
CUSTOMER STATES BELT SQUEAL WHEN VEHICLE IN 4X4: USE SPD NO. 0604503A, PART NO. F7UZ 8509 AA - PULLEY
Replaced Belt Pulley

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

**RO [redacted] *TAG 0067* LIC: [redacted]
[redacted]

GALENA
MD [redacted]
KENT

SVC ADV: 168 HARRIET ROBINSON
MR 05 **VIN: [redacted]
FORD F-250 SD COL CD: JM
XLT 4WD XCAB TRIM: 6H
LICENSE: [redacted] RED TRUCK
SVC DLR: 28P001 SLM: S14
STOCK NUMBER: [redacted] INV ACCT: 826
IN-SVC: 051105 SOLD: 051005 PROD: 012505
ODOMETER: LAST: 26017 CURRENT: 27709
AVG PER DAY: 93 PER MONTH: 2790

CELL:
WORK: [redacted]

WARNING: POSSIBLE RECHECK 02/14/06

DIST CODE: 1PA

MODEL# X21

01/03/06 08:35:36

****PROMISED DATE: 03/09/06 TIME: 1200 ****

EXHIBIT C

WINNER AUTOMOTIVE GROUP

Ford · HYUNDAI · MITSUBISHI MOTORS · KIA

WINNER DOVER AUTOCENTER

591 S. DUPONT HWY.
DOVER, DELAWARE 19901
Phone (302) 734-0445

DISCLAIMER OF WARRANTIES
The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW (X [redacted]

THIS FORM PRINTED ON PREMIUM CARBONLESS, RECYCLABLE PAPER

ON LINE SERVICE INVOICING BY: UCS

INVOICE TO [redacted]

GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE

TAG: [redacted] AUTH: 168 ROBINSON, INVOICE: QUOTE CUS C I [redacted]
TAX RULES: YYNNN INVOICED: 05/03/2006 17:02:17

ODOMETER IN: 32612 DIST: 15A

DATES BEGIN: 05/03/06 DONE: 05/03/06

VEHICLE INFORMATION

VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB 6IT
STOCK# [redacted] INV ACCT [redacted]

DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

*** R.O. NOT COMPLETE ***

CONCERN 01: NO11 MAINTENANCE PACKAGE
CORRECTION: W/MAST FAST LUBE/MULTI POINT INSPECTION

PART NUMBER	POR	NOTE	DESCRIPTION	OPERATION	TECH	AMOUNT
				38	003	
				QTY	SELL	
FRC XL8Z6731AB			820 & SW208	1	XX	XX
FIA Z 6731 BU			FILTER AS	1		
010 SW208BULK		005	MOTOROIL	4		

FACTORY AUTH : 005
TYPE: C LIN FLAGS: HAZ

TOTAL CHARGE FOR CONCERN 29.95

CONCERN 02: SUBLET OUT TO BALANCE 4 TIRES
CORRECTION: SUBLET TO FORD'S TIRE SERVICE TO BALANCE 4 TIRES FOR VEHICLE CHKT
COMMENTS: NG

PART NUMBER	POR	NOTE	DESCRIPTION	OPERATION	TECH HOURS	AMOUNT
				MM	023 .0	.00
FRC TIRES	037638			QTY	SELL	
				18	36.00	36.00

SUBTOTAL
SUBLET REPAIRS 36.00
TOTAL CHARGE FOR CONCERN 36.00

TYPE: C

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C00923	
PARTS:	9.70
SUBLET REPAIRS	36.00
GAS OIL - GAS ASE	35.10
HAZARDOUS WASTE CHG	2.00
LABOR MECHANICAL	12.00
SERVICE SPECIAL ADJUSTMENT	28.85-
TOTAL CHARGE	65.95

PAYMENT DISTRIBUTION FOR INVOICE C00923
TOTAL CHARGE 65.95

CASH 65.95

PAGE 1

For questions or supplies call 1-800-[redacted] EXT. 6214

WINNER AUTOMOTIVE GROUP

FORD · HYUNDAI · MITSUBISHI MOTORS · KIA

WINNER DOVER AUTOCENTER

591 S. DUPONT HWY.
DOVER, DELAWARE 19901
Phone (302) 734-0445

DISCLAIMER OF WARRANTIES
The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

INVOICE TO [redacted] — DRIVER/OWNER INFORMATION - INVOICE: [redacted]

GALENA MR [redacted]
CELL: [redacted] WORK: [redacted]

GALENA MR [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE — VEHICLE INFORMATION

TAG: [redacted] AOV: L&B ROBINSON, INVOICE: 00016 INT C I IR — VIN 1FTSX21S15[redacted] — LICENSE NUMBER: [redacted]
TAX RATES: YYNNN INVOICED: 05/03/2006 17:02:12 — 05 FORD F-250 SD XLT 4WD XCAB: NO
ADVISOR ID: 32612 — DIST: DFA — STOCK#: [redacted] INV ACCT [redacted]
DATES IN: 05/03/06 DONE: 05/03/06 — DATES INSERVICE: 050105 PRODUCTION: 012505 SOLD: 050105

*** R.O. NOT COMPLETE ***

		OPERATION	TECH	AMOUNT
CONCERN 04	21 POINT SAFETY CHECK			
CORRECTION	21 POINT SAFETY CHECK	99P	000	.00
COMMENT	SEE YOUR SERVICE WRITER FOR DETAILED CHECK SHEET			
TECH NOTES	RECOMMENDED 30,000 MILE MAINT. TO INCLUDE OIL/FILTER CHANGE, TIRE ROTATION/BRAKE INSPECTION, REPLACE AIR/FUEL FILTERS & PCV VALVE, COOLANT FLUSH & TRANS FLUSH AT $225.00 TO $325.00, TAKES APPROX. 3-4 HOURS & RECOMMEND APPOINTMENT BY CALLING KUI AT 734-0445 - MANUAL			

TYPE: I — SUBTOTAL — TOTAL CHARGE FOR CONCERN .00

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 51	CUSTOMER STATES VEHICLE SEEMS TO LOSE CONTROL WHEN HITTING BUMPS & STEERING SEEMS TO BE LOOSE & VEHICLE SHAKES AT ALL SPEEDS	MN	000	.0	.00
CAUSE	PART NO. 5C3Z3C165CA - DAMPER				
CORRECTION	CHECKED OUT VEHICLE; SPECIAL ORDERED DAMPER/STABILIZER				

TYPE: I — SUBTOTAL — TOTAL CHARGE FOR CONCERN .00

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 52	CUSTOMER STATES INTERMITTANT LOUD SQUEAL WHEN BRAKING				
CAUSE	CHECKED OUT VEHICLE; NO PROBLEM @	MN	000	.0	.00
CORRECTION	LOW BRAKES AT THIS TIME; UNABLE TO VERIFY CUSTOMER'S CONCERN				

TYPE: I — SUBTOTAL — TOTAL CHARGE FOR CONCERN .00

PAGE 1

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

INVOICE TO [redacted] - DRIVER/OWNER INFORMATION - INVOICE: [redacted]

FOR OFFICE USE - VEHICLE INFORMATION

TAG: 0446 ADV: 168 ROBINSON INVOICE#: 05/03/2006 17:02:12 IR: 05 F-250 SD IFD LICENSE NUMBER: DE 446

*** R.O. NOT COMPLETE ***

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]

TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE 000923

INTERNAL .00

TOTAL CHARGE .00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
CUS - CUSTOMER PAY

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_____ I REQUEST AN ORAL ESTIMATE.
_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $ _____ THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
_____ I WAIVE MY RIGHT TO AN ESTIMATE.

SIGNED X _____ DATE _____

ESTIMATE $	ADDITIONAL AMOUNT $

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.

ADDITIONAL REPAIRS O.K'D BY	SW

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material an agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case o fire, theft or any other cause beyond your control or for any delays caused by unavailability of part or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employ ees permission to operate the vehicle herein described on streets, highways or elsewhere for th purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on belon vehicle to secure the amount of repairs thereto.

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO HAVE ALL REPLACEI PARTS RETURNED TO ME.

☐ I WANT MY OLD PARTS RETURNED.
☐ I WAIVE MY RIGHT TO HAVE MY OLD PARTS RETURNED.

SIGNED _____ DATE _____

INSTRUCTIONS ON WORK TO BE DONE

PG 1 OF

51* PAY TYPE: U
CUSTOMER STATES VEHICLE STARTS SHAKING (VERY BAD) TO THE POINT OF LOOSING CONTROL - DOESNT WANT TO DRIVE
Keep Installed steering Stabilizer
52 PAY TYPE: U
RENTAL

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND / AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND / AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND / AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND / AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND / AUTH

**RO [redacted] *TAG [redacted] LIC: [redacted]

[redacted]

GALENA
MD [redacted]
KENT

SVC ADV: 145 HOLLY C JOHNSON
MR 05 **VIN: 1FTSX2151 SE[redacted]**
FORD F-250 SU COL CD: JM
XLT 4WD XCAB TRIM: 6H
LICENSE: [redacted] RED TRUCK
SVC DLR: 28P001 SLM: S14
STOCK NUMBER: [redacted]
IN-SVC: 051105 SOLD: 051005 PROD: 012505
ODOMETER: LAST: 32612 CURRENT: 32803
AVG PER DAY: 91 PER MONTH: 2730

CELL:
WORK: [redacted]

WARNING: POSSIBLE RECHECK 05/03/06

DIST CODE: IFA

MODEL# X21

05/05/06 09:21:44

***PROMISED DATE: 05/05/06 TIME: 1100 ***

EXHIBIT D

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INVOICE (I) [redacted]
GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]
GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE
TAG: [redacted] ADV: 168 ROBINSON, INVOICE: QUOTE WAR W (CR
TAX RULES: YYNNN INVOICE#: 05/24/2006 16:16:45
ODOMETER IN: 33253 DIST: IFA
DATES BEGIN: 05/10/06 DONE: 05/23/06

VEHICLE INFORMATION
VIN 1FTSX21S3[redacted] LICENSE NUMBER: MD [redacted]
05 FORD F-250 SD XLT 4WD XCAB FLD
STOCK# [redacted] INV ACCT [redacted]
DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

*** QUOTE AFTER PRELIMINARY BILL ***

CONCERN 51 CUSTOMER STATES VEHICLE INTERMITTANTLY SHAKES/VIBRATES WHILE DRIVING
CAUSE TSB 05-22-01 FOR STEERING WHL
CORRECTION OSCILLATION INSP & ADJUST MEASUREMENT & INTERFACE DAMPER
51-1 CHK CASTER,CAMBER,TOE AND ADJUST BOTH SIDES

PART NUMBER	FOR	NOTE	DESCRIPTION	QTY	SELL
SPO 5C3Z 3B440 CCC			ADJUSTER	2	18.09
SPO 5C3Z 3B440 EFE			ADJUSTER	2	7.13
SPO 5C3Z 3B651 CA			DAMPER AS	1	16.97
FRC 5C3Z 3B440 BBB			ADJUSTER	2	7.13
PARTS COUNT 7			ALLOWANCE:		32.67

OPERATION	TECH	HOURS	AMOUNT
0522013	036	2.3	163.85
0522011	036	2.3	163.85

FACTORY COND CODE : 42 FAIL CODE : C50
51-1 FAIL CODE : C50

SUBTOTAL
PARTS 114.34
LAB-MECHANICAL 327.70
TOTAL CHARGE FOR CONCERN 442.04

TYPE: W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W01548
PARTS 114.34
LAB-MECHANICAL 327.70
TOTAL CHARGE 442.04

PAYMENT DISTRIBUTION FOR INVOICE W01548
TOTAL CHARGE 442.04
FAC WARRANTY 442.04

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
INV - INTERNAL
ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:
DATE OPENED RO# DATES INVOICED

55

PAGE 1

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INVOICE TO [redacted] — DRIVER/OWNER INFORMATION — INVOICE: [redacted]

[redacted]
GALENA MD
CELL: [redacted] WORK: [redacted]

[redacted]
GALENA MD
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE
CAD: [redacted] AGV: 168 ROBINSON, (INVOICE: PRELIM INT W I - IR
TAX RATES: YYNNN INVOICE#: 05/23/2006 08:57:08
ODOMETER IN: 33253 DIST: UFA
DATES BEGIN: 05/10/06 DONE: 05/23/06

VEHICLE INFORMATION
VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB LFD
STOCK# [redacted] INV ACCT [redacted]
DATES [redacted] PRODUCTION: 017505 SOLD: 05[redacted]

CONCERN 52* GOODWILL RENTAL PER SERVICE DIRECTOR				
CAUSE GOODWILL ENTERPRISE RENTAL NO. 75				
CORRECTION 0324 FOR 5 DAYS PER SERVICE/PARTS DIRECTOR; PAID BY OUR P.O. 87794				
PART NUMBER	[redacted]	NOTE	DESCRIPTION	QTY
FMC FMC				1R

OPERATION TECH HOURS AMOUNT
093 .0 .00
SEL 137.60 137.60

SUBTOTAL
SUBLET REPAIRS 137.60
TOTAL CHARGE FOR CONCERN 137.60

TYPE: I

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]
SUBLET REPAIRS 137.60
TOTAL CHARGE 137.60

PAYMENT DISTRIBUTION FOR INVOICE I01543
TOTAL CHARGE 137.60

INTERNAL 137.60

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY
ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	RO#	DATES INVOICED
05/05/06	01130	INT - 05/20/06 (1)
05/19/06	02190	
05/23/06	02406	

IF YOU HAVE ANY QUESTIONS - PLEASE SEE HARRIET ROBINSON
THANK YOU FOR CHOOSING WINNER FORD OF DOVER TO SERVICE YOUR VEHICLE!
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_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $ _____ THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
_____ I WAIVE MY RIGHT TO AN ESTIMATE.

SIGNED X _____ DATE _____

ESTIMATE $	ADDITIONAL AMOUNT $

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP.

ADDITIONAL REPAIRS O'K'D BY	SW

X

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material ar agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case fire, theft or any other cause beyond your control or for any delays caused by unavailability of par or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your emplo ees permission to operate the vehicle herein described on streets, highways or elsewhere for th purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on belo vehicle to secure the amount of repairs thereto.

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO HAVE ALL REPLACE PARTS RETURNED TO ME.

☐ I WANT MY OLD PARTS RETURNED.
☐ I WAIVE MY RIGHT TO HAVE MY OLD PARTS RETURNED.

SIGNED _____ DATE _____

INSTRUCTIONS ON WORK TO BE DONE

PG 1 OF 1

04* PAY TYPE: I
21 POINT SAFETY CHECK

Set up Appointment for Insp

51 PAY TYPE: W
CUSTOMER STATES VEHICLE
SHAKING/VIBRATING WHEN DRIVING

52 PAY TYPE: I
GOODWILL ENTERPRISE RENTAL FOR 5 DAYS

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

TECH	OPERATION	HRS
OLH	FLG	FAILED PART
RC	NET	CND	AUTH

RO 02/24 *TAG 0021* LIC: [redacted]
[redacted]
GALENA
MD[redacted]
KENT

SVC ADV: 148 HARRIET ROBINSON
MK 05 **VIN: 1FTSX2151 5FC[redacted]*
FORD F-250 SD COL CD: JM
XLT 4WD XCAB TRIM: 6H
LICENSE: [redacted] RED TRUCK
SVC DLR: 28P001 SLM: 514
STOCK NUMBER: [redacted] INV ACCT: [redacted]
IN-SVC: 051105 SOLD: 051005 PROD: 012505
ODOMETER: LAST: 33253 CURRENT: 34490
AVG PER DAY: 88 PER MONTH: 2640

CELL:
WORK: [redacted]

DIST CODE: IFA

MODEL# X21

05/26/06 08:31:52

PREV RO: 02406 ***PROMISED DATE: 05/05/06 TIME: 1100 ***

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INVOICE TO [redacted] — DRIVER/OWNER INFORMATION — INVOICE: [redacted]

[redacted] GALENA [redacted] MD [redacted]
CELL: [redacted] WORK: [redacted]

[redacted] GALENA [redacted] MD [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE — VEHICLE INFORMATION

TAG: [redacted] ADV: 168 ROBINSON, INVOICE: QUOTE INT I JG
TAX RATES: YYNNN INVOICED: 05/26/2006 15:18:13
VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB [redacted]
ODOMETER IN: 34062 DIST: IFA
STOCK# [redacted] MV ACCT 834
DATES BEGIN: 05/23/06 DONE: 05/25/06
DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

*** R.O. NOT COMPLETE ***

		OPERATION	TECH		AMOUNT
CONCERN 04	21 POINT SAFTY CHECK				
CORRECTION	21 POINT SAFETY CHECK	22P	042	$	.00
04-1	TIRES IN NOTH FUTURE ATTENTION 4/32 TO 6/32	YTIR	042	$	.00
04-2	BRAKES LINING GOOD AT THIS TIME 5MM OR BETTER S	GOK	042	$	.00
04-3	BATTERY CONDITION GOOD AT THIS TIM	GBAT	042	$	.00
COMMENT	SEE YOUR SERVICE WRITER FOR DETAILED CHECK SHEET				

SUBTOTAL
TYPE: I — TOTAL CHARGE FOR CONCERN .00

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 51	CUSTOMER STATES VEHICLE SHAKES/VIBRATES AT ALL TIMES WHEN DRIVING & ALSO RIDES ROUGH	MM	042	.0	.00
CAUSE	ROAD TEST CHASSIS HARS				
CORRECTION	VEHICLE HAS SLIGHT VIBRATION WHICH IS NOTED TO TIRES VIBRATION				
COMMENT	IS SLIGHT AND COMPARED TO LIKE VEHICLES/				

SUBTOTAL
TYPE: I — TOTAL CHARGE FOR CONCERN .00

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 52*	21 POINT SAFETY CHECK				
CAUSE	D-7A0324 FOR [redacted]	MM	098	.0	.00
CORRECTION	ORIGINAL GRAC RENTAL 5 DAYS				

PART NUMBER	FOR	NOTE	DESCRIPTION	QTY	SELL	
FMC GRAC	[redacted]			10	137.59	137.59

SUBTOTAL
SUBLET REPAIRS 137.59
TYPE: I — TOTAL CHARGE FOR CONCERN 137.59

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INVOICE TO [redacted] DRIVER/OWNER INFORMATION - (INVOIC[redacted]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: [redacted] AIN: 148 ROBINSON INVOICED: 05/26/2006 15:18:13 JG 05 F-250 SU RED LICENSE NUMBER: [redacted]

*** R.O. NOT COMPLETE ***

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]

SUBLET REPAIRS	137.59
TOTAL CHARGE	137.59

PAYMENT DISTRIBUTION FOR INVOICE [redacted]

TOTAL CHARGE	137.59
INTERNAL	137.59

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	R/O#	DATES INVOICED
05/19/06	02190	
05/10/06	01548	WAR - 05/25/06 (E) INT - 05/25/06 (E)
05/05/06	01130	INT - 05/20/06 (E)
05/24/06	02724	

IF YOU HAVE ANY QUESTIONS - PLEASE SEE HARRIET ROBINSON
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INVOICE TO

[redacted]
GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]
GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE

TAG: [redacted] AOV: 150 NICHOLS, INVOICE: PRELIM INT I SN
TAX RULES: YYNNN INVOICED: 07/16/2005 10:13:44
ODOMETER IN: 5150 DIST: IFA
DATES BEGIN: 07/16/05 DONE: 07/16/05

VEHICLE INFORMATION

VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB RED
STOCK# [redacted] INV ACCT [redacted]
DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

CONCERN 03	5K MILE MAINTENANCE PACKAGE					OPERATION	TECH	AMOUNT
CORRECTION	WINNER FAST LUBE					1PF	029	*
COMMENT	COURTESY FIRST OIL CHANGE-THANK YOU!							
	PART NUMBER		PO#	NOTE	DESCRIPTION	QTY	SELL	
	FMC KTT8206W20B				820 6 5W20B	1	**	**
	FMC FIA7	6731 BD			FILTER AS	1		
	OIO 5W20BULK			OOG	MOTOROIL	6		
FACTORY	AUTH : OOM							
TYPE: 1	LINE FLAGS: HA7					TOTAL CHARGE FOR CONCERN		19.50

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]	
PARTS	4.40
GAS-OIL-GREASE	11.34
HAZARDOUS WASTE CHG	1.00
LAB-MECHANICAL	7.50
SERVICE SPECIAL ADJUSTMENT	4.74-
TOTAL CHARGE	19.50

PAYMENT DISTRIBUTION FOR INVOICE 177303

TOTAL CHARGE	19.50
INTERNAL	19.50

IF YOU HAVE ANY QUESTIONS - PLEASE SEE SCOTT NICHOLS
THANK YOU FOR CHOOSING WINNER FORD OF DOVER TO SERVICE YOUR VEHICLE!
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INVOICE TO

[redacted]
GALENA MI[redacted]
CELL: [redacted] WORK: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]
GALENA MI[redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE

TAG: [redacted] ADV: 145 JOHNSON, (NVOICE: PRELIM CUS C W HH
TAX RULES: YYNNN INVOICED: 09/13/2005 11:58:37
ODOMETER IN: 10558 DIST: 1FA
DATES BEGIN: 09/13/05 DONE: 09/13/05

VEHICLE INFORMATION

VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB RED
STOCK# [redacted] INV ACCT [redacted]
DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

CONCERN 03	MILE MAINTENANCE PACKAGE				OPERATION	TECH	AMOUNT
CORRECTION	WINNER FAST LUBE/MULTI POINT INSPECTION				3B	016	*
	PART NUMBER	POS	NOTE	DESCRIPTION	QTY	SELL	
	FMC KIT8206W208			820 6 5W208	1	**	**
	FMC FIAZ 6731 BD			FILTER AS	1		
	010 5W208ULK		GOG	MOTOROIL	6		
FACTORY	AUTH : QCM						
TYPE: C	LINE FLAGS: HAZ				TOTAL CHARGE FOR CONCERN		25.95

CONCERN 06	CHECK TIRES-ROTATE FRT. TO BACK	OPERATION	TECH	AMOUNT
CORRECTION	CHECK TIRES-ROTATE FRT. TO BACK	230P	016	* 15.00
COMMENT	QUALITY CARE MAINTENANCE			
FACTORY	AUTH : QCM			

TYPE: C

SUBTOTAL

LAB-MECHANICAL	15.00
TOTAL CHARGE FOR CONCERN	15.00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]

PARTS	9.78
GAS-OIL-GREASE	27.00
HAZARDOUS WASTE CHG	2.00
LAB-MECHANICAL	27.00
SERVICE SPECIAL ADJUSTMENT	24.83-
TOTAL CHARGE	40.95

PAYMENT DISTRIBUTION FOR INVOICE C82320

TOTAL CHARGE	40.95
CASH DUE	40.95

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

PAGE 1

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DOVER, DELAWARE 19901
Phone (302) 734-0445

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X [signature]

---------- INVOICE TO ----------

[redacted]
GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

---------- DRIVER/OWNER INFORMATION --- INVOICE: [redacted] ----------

[redacted]
GALENA MD [redacted]
CELL: [redacted] WORK: [redacted]

---------- FOR OFFICE USE ----------

TAG: [redacted] ADV: 163 ROBINSON, INVOICE: PRELIM CUS C I SR
TAX RULES: YYNNN INVOICED: 11/02/2005 08:24:45
ODOMETER IN: 15030 DIST: 1FA
DATES BEGIN: 11/02/05 DONE: 11/02/05

---------- VEHICLE INFORMATION ----------

VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB RED
STOCK# [redacted] INV ACCT [redacted]
DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

CONCERN 03	MILE MAINTENANCE PACKAGE				OPERATION	TECH	AMOUNT
CORRECTION	WINNER FAST LUBE/MULTI POINT INSPECTION				1PP	028	*
	PART NUMBER	POH	NOTE	DESCRIPTION	QTY	SELL	
	FMC KIT8206W209			320 & 5W20	1	**	**
	FMC F1AZ 6731 BD			FILTER AS	1		
	010 5W20BULK		GOG	MOTOROIL	6		
FACTORY	AUTH : QCM						
TYPE: C	LINE FLAGS: HAZ				TOTAL CHARGE FOR CONCERN		23.95

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE [redacted]

PARTS	9.78
GAS-OIL-GREASE	27.00
HAZARDOUS WASTE CHG	2.00
LAB MECHANICAL	10.00
SERVICE SPECIAL ADJUSTMENT	24.83-
TOTAL CHARGE	23.95

PAYMENT DISTRIBUTION FOR INVOICE 086531

TOTAL CHARGE	23.95
CASH DUE	23.95

paid ck# 1620
110205

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
INT - INTERNAL
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARIETT ROBINSON
THANK YOU FOR CHOOSING WINNER FORD OF DOVER TO SERVICE YOUR VEHICLE!
OUR GOAL IS 100% CUSTOMER SATISFACTION! SERVICE IS OPEN MON-THRU SAT.
USE OUR FAST LUBE & TIRE CENTER.

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WINNER AUTOMOTIVE GROUP

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WINNER DOVER AUTOCENTER

591 S. DUPONT HWY.
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Phone (302) 734-0445

KIA

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INVOICE TO

[redacted]
GALENA MI [redacted]
CELL: [redacted] WORK: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]
GALENA MI [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE

TAG: [redacted] ADV: 168 ROBINSON, (INVOICE: PRELIM INT C I HR
TAX RULES: YYNNN INVOICE#: 11/02/2005 08:25:04
ODOMETER IN: 15030 DIST: 1FA
DATES BEGIN: 11/02/05 DONE: 11/02/05

VEHICLE INFORMATION

VIN 1FTSX21515[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD XCAB RED
STOCK# [redacted] INV ACCT [redacted]
DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

		OPERATION	TECH	AMOUNT
CONCERN 04	21 POINT SAFETY CHECK			
CORRECTION	21 POINT SAFETY CHECK	99P	028	.00
COMMENT	SEE YOUR SERVICE WRITER FOR DETAILED CHECK SHEET			

SUBTOTAL

TYPE: I TOTAL CHARGE FOR CONCERN .00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]
TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE I8553[redacted]

INTERNAL .00
TOTAL CHARGE .00

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INVOICE 00 [redacted] — CUSTOMER/OWNER INFORMATION — INVOICE: [redacted]

[redacted] GAITHNA MD [redacted]
CELL: [redacted] WORK: [redacted]

[redacted] GAITHNA MD [redacted]
CELL: [redacted] WORK: [redacted]

FOR OFFICE USE — VEHICLE INFORMATION

TAG: [redacted] ADV: 150 ROBINSON, INVOICE: QUOTE CUS C I IN VIN 1FTSX21S15E[redacted] LICENSE NUMBER: [redacted]
TAX RATES: YYNNN INVOICED: 02/14/2006 15:48:02 05 FORD F-250 SD XLT 4WD XCAB DSL
ODOMETER IN: 26017 DEPT: LFA STOCK# [redacted] INV ACCT 826
DATES ORIGIN: 02/14/06 DONE: 02/14/06 DATES INSERVICE: 051105 PRODUCTION: 012505 SOLD: 051005

*** R.O. NOT COMPLETE ***

CONCERN 03	MILE MAINTENANCE PACKAGE				OPERATION	TECH	AMOUNT
CORRECTION	WINNER FAST LUBE				LPU	039	*
COMMENT	TRUCKS OVER 6 QTS						
	PART NUMBER	POS	NOTE	DESCRIPTION	QTY	SELL	
	FMC K1T920/W208			920 7 5W20	1	**	**
	FMC F1AZ 6731 BU			FILTER AS	1		
	010 5W20BULK		GOO	MOTOROIL	7		
FACTORY	AUTH : GCM						
TYPE: C	LINE FLAGS: HAV				TOTAL CHARGE FOR CONCERN		32.45

CONCERN 06	CHECK TIRES ROTATE FRT. TO BACK	OPERATION	TECH	AMOUNT
CORRECTION	CHECK TIRES ROTATE FRT. TO BACK	2302	039	* 15.00
COMMENT	QUALITY CAR MAINTENANCE			
FACTORY	AUTH : GCM			

TYPE: C

SUBTOTAL
LAB-MECHANICAL 15.00
TOTAL CHARGE FOR CONCERN 15.00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C94805	
PARTS	9.78
LAB OIL CHANGE	25.70
ENVIRONMENTAL WASTE CHG	2.00
LAB MECHANICAL	26.50
SERVICE SPECIAL ADJUSTMENT	26.53-
TOTAL CHARGE	47.45

PAYMENT DISTRIBUTION FOR INVOICE C94805
TOTAL CHARGE 47.45
CASH DUE 47.45

PAGE 1

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Server Name : AWS New Prod AWSPPRDDG

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21575E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	191104241620
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E173A 191104241620
```

Trace Trans Serial No:

```
A4532 231104A1M20324325C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	02-DEC-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	113057 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NJ
		Buyer St/Prov:	*
Arrival Date:	09-DEC-2004	**Red Carpet Lease:**	*
Sale Date:	31-JAN-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	31-JAN-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	31-JAN-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNUAC - EBONY WB C/C-W/B
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714E0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	D	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

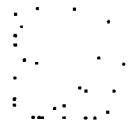
LF:	M3AHDR213004	**RF:**	M3AHDR213004
LR:	M3AHDR214504	**RR:**	M3AHDR213204
LI:	*	**RI:**	*

SPARE: M3AHDP21???? **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAC - DGAAC
ESP Coverage(Miles):	*	**Emission Cert Type:**	2
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MFG
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

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STANDARD CLAIMS LIST

AWS Online Report

Run Date: 26-MAY-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21575E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	02-12-04	31-01-05	113057	USA	10	*	*	*	*		SXX	V00	*	*
AWS Claim Key:	2386777	**Doc #:**	084779I		**Trx Code:**		05S33	**Labor Hrs:**		.2	**Labor Cost:**		14.03	**Material Cost:**	4.94	**Total Cost:**	18.97						
Dlr Cd-Sub Cd:	03704-*	**Name:**	FORD WORLD OF PHILLIPSBURG		**Ph:**		908-8591400	**St:** NJ		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	04-NOV-2005	**DIST(Mile):**	23021						
Cust Comments:	FUEL LINE RETAINER CLIP INSTALLATION L																						
Tech Comments:	PERFORMED RECALL INSTALLED FUEL RETAINER CLIP																						
1FTSX21575E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	02-12-04	31-01-05	113057	USA	10	*	3A11	*	*	*	SXX	V00	*	*
AWS Claim Key:	2412780	**Doc #:**	084890A		**Trx Code:**		05B27	**Labor Hrs:**		12.4	**Labor Cost:**		869.98	**Material Cost:**	1322.8	**Total Cost:**	2192.78						
Dlr Cd-Sub Cd:	03704-*	**Name:**	FORD WORLD OF PHILLIPSBURG		**Ph:**		908-8591400	**St:** NJ		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	09-NOV-2005	**DIST(Mile):**	23318						
Cust Comments:	REVERSE CLUTCH TO CASE SNAP RING REPLACEMENT L																						
Tech Comments:	PERFORMED RECALL AS PER FORD SPECS, REPLACE SNAP RINGS CASE AND NECESSARY INTERNAL KIT																						
1FTSX21575E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	02-12-04	31-01-05	113057	USA	10	*	5N01	5C3Z	3E651	CA	S10	V87	H21	42
AWS Claim Key:	2412781	**Doc #:**	084890B		**Trx Code:**		E84	**Labor Hrs:**		.4	**Labor Cost:**		28.06	**Material Cost:**	32.51	**Total Cost:**	60.57						
Dlr Cd-Sub Cd:	03704-*	**Name:**	FORD WORLD OF PHILLIPSBURG		**Ph:**		908-8591400	**St:** NJ		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	09-NOV-2005	**DIST(Mile):**	23318						
Cust Comments:	CUSTOMER STATES THAT VEHICLE FEELS LIKE IT IS LOOSE IN FRONT END HIGH SPEEDS, LOOSES CONTROL ON TURNS																						
Tech Comments:	VERIFIED CONCERN NECESSARY TO REPLACE STEERING DAMPNER, VERIFIED REPAIRS																						
1FTSX21575[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	02-12-04	31-01-05	113057	USA	11	*	5G02	*	3B440	*	S10	V87	H21	W6
AWS Claim Key:	2890624	**Doc #:**	085831A		**Trx Code:**		E84	**Labor Hrs:**		2.3	**Labor Cost:**		161.37	**Material Cost:**	0	**Total Cost:**	161.37						
Dlr Cd-Sub Cd:	03704-*	**Name:**	FORD WORLD OF PHILLIPSBURG		**Ph:**		908-8591400	**St:** NJ		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	21-DEC-2005	**DIST(Mile):**	27450						
Cust Comments:	CUSTOMER STATES THAT FRONT END FEELS LOOSE AND OUT OF CONTROL																						
Tech Comments:	VERIFIED CONCERN INSPECTED FRONT END PER TSB NECESSARY TO CHANGE CASTER ON BOTH SIDES, VERIFIED REPAIRS																						
1FTSX21575[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	02-12-04	31-01-05	113057	USA	14	*	2E06	5C3Z	9H307	BE	S11	V52	D42	42
AWS Claim Key:	3825773	**Doc #:**	087306B		**Trx Code:**		S07	**Labor Hrs:**		3.3	**Labor Cost:**		231.53	**Material Cost:**	405.77	**Total Cost:**	637.3						
Dlr Cd-Sub Cd:	03704-*	**Name:**	FORD WORLD OF PHILLIPSBURG		**Ph:**		908-8591400	**St:** NJ		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	01-MAR-2006	**DIST(Mile):**	33259						
Cust Comments:	CUSTOMER STATES THAT HARD ACCELERATION FEELS LIKE IT IS BOGGING DOWN																						
Tech Comments:	VERIFIED CONCERN PERFORMED WDS TEST, FUEL PRESSURECHECKED, NECESSARY TO REPLACE FUEL PUMP AND REGUL ATOR, VERIFIED REPAIRS																						
1FTSX21575[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	02-12-04	31-01-05	113057	USA	14	*	5V01	*	1102	*	S10	V21	N27	13

AWS Claim Key:	3825774	**Doc #:**	087306C	**Trx Code:**	E84	**Labor Hrs:**	1.6	**Labor Cost:**	112.26	**Material Cost:**	0	**Total Cost:**	112.26	
Dlr Cd-Sub Cd:	03704-*	**Name:**	FORD WORLD OF PHILLIPSBURG	**Ph:**	908-8591400	**St:** NJ	**Ctry Cd:** USA	**Reg Cd:**	NA	**Repr Date:**	01-MAR-2006	**DIST(Mile):**	33259	
Cust Comments:	CUSTOMER STATES THAT THERE IS A PULSATION WHEN BRAKING													
Tech Comments:	VERIFIED CONCERN INSPECTED FRONT BRAKES, NECESSARY TO MACHINE ROTORS VERIFIED REPAIRS													

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[redacted] Grantsville, MI [redacted] Plaintiff v. **FORD MOTOR COMPANY** **c/o CT Corporation** **300 East Lombard Street** **Baltimore, MD 21202** Defendant	**IN THE CIRCUIT COURT FOR** **BALTIMORE CITY** **CASE NO:** _____

COMPLAINT AND STATEMENT OF FACTS

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of Maryland, [redacted] Grantsville, MI [redacted]

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Maryland, with its address 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, 300 East Lombard Street, Baltimore, MD 21202.

3. On or about March 03, 2005, Plaintiff purchased a new 2005 Ford-F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21505E [redacted]

4. The vehicle was purchased in the State of Maryland and is registered in the State of Maryland.

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 $34,278.08. 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.

COUNT I
MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT ACT

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

11. Plaintiffs are "Consumers" as defined by §14-1501(b) of the Commercial Law article of the Annotated Code of Maryland (hereinafter the "Code").

12. Defendant is a "Manufacturer" as defined by §14-1501(e) of the Code.

13. Sherwood Ford, Salisbury 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 §14-1501(b) of the Code.

14. On or about March 03, 2005, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by §14-1502 et seq., which substantially impair the use and/or market value of the vehicle.

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

16. Section §14-1502(c)(1) of the Maryland Automotive Warranty Enforcement Act (hereinafter the "Maryland Lemon Law") provides:

> If, during the warranty period, the manufacturer of factory branch, its agent, or its authorized dealer is unable to repair or correct any defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer or factory branch, at the option of the consumer, shall: (i) replace the motor vehicle with a comparable motor vehicle to the consumer; or (ii) accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price including all license fees, registration fees, and any similar governmental charges, less: (1) a reasonable allowance for the consumer's use of the vehicle not to exceed fifteen (15) percent of the purchase price; and (2) a reasonable allowance for damage not attributable to normal wear but not to include damage resulting from a nonconformity, defect, or condition.

17. Section §14-1502(d) of the Maryland Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity, defect, or condition has been subject to repair four (4) or more times by the manufacturer or factory branch, or its agents or authorized dealers, within the warranty period but such nonconformity, defect, or condition continues to exist; or
>
> (2) The vehicle is out of service by reason of repair of one (1) or more nonconformities, defects, or conditions for a cumulative total of thirty (30) or more days during the warranty period.

18. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same nonconformity, and the nonconformity remained uncorrected.

19. 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.

20. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

21. Plaintiff avers that the Maryland Lemon Law statute contains no prohibition on claims for vehicles having less than four (4) repair attempts by the manufacturer or factory branch, or its agents or authorized dealers.

22. Plaintiff avers that the Maryland Lemon Law statute contains no prohibition on claims for vehicles out of service by reason of repairs for a cumulative total of less than thirty (30) days during the warranty period.

23. Plaintiff avers that the Maryland Lemon Law statute does contain a provision that a rebuttable presumption exists when there have been either four (4) repair attempts for the condition or thirty (30) days out of service during the warranty period, but such section §14-1502(d) is not a pre-requisite to a claim under the statute.

24. Plaintiff avers that what constitutes a "reasonable number of repair attempts" is an issue that is properly determined only by the trier of fact.

25. Plaintiff avers that upon presenting the case to the trier of fact, the facts and circumstances of this case will demonstrate a reasonable opportunity to repair and/or reasonable number of repair attempts to prove their claim under the statute.

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

27. The first documented warranty repair attempt is believed to have occurred on or before July 15, 2005, when the vehicle odometer showed 6,342 miles. On that date, repair attempts were made to the drive shaft, axle, lube seal, abnormal vibration and squealing when accelerating. The vehicle was serviced over 30 days. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

28. The second documented warranty repair attempt is believed to have occurred on or before November 8, 2005, when the vehicle odometer showed 12,089 miles. On that date, repair attempts were made to the motor, abnormal noise and odor. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

29. Plaintiffs aver 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.

30. Plaintiffs aver 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.

31. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide notification.

32. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of §14-1502 of the Code.

33. Pursuant to §14-1502(h) and (l), Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand 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
MARYLAND CONSUMER PROTECTION ACT

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

35. Plaintiffs are "Consumers" as defined by §13-101(c) of the Code.

36. Defendant is a "Person" as defined by §13-101(h) of the Code.

37. The subject vehicle is a "Consumer good" as defined by §13-101(d) of the Code.

38. The Code defines "Consumer goods" as goods which are primarily for personal, household, family, or agricultural purposes.

39. Section 14-1504 of the Maryland Lemon Law provides that a violation of its provisions shall be considered an unfair and deceptive trade practice under Title 13 of the Commercial Law Article.

40. The Maryland Consumer Protection Act defines "unfair or deceptive trade practices" as:

(1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
(2) Representation that:
    (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;

(ii) A merchant has a sponsorship approval, status, affiliation, or connection which he does not have;

(iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand consumer goods are original or new; or

(iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;

(3) Knowingly false statement that a service, replacement, or repair is needed

41. Plaintiffs aver that Defendant has violated these, as well as other provisions, of §13-101 et seq. of the Code.

42. Section 13-301(14)(xi) of the Code provides that a violation of the Automotive Warranty Enforcement Act is an automatic "unfair or deceptive trade practice" and, therefore, a violation of the Consumer Protection Act.

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

44. Section 13-408(a) of the Code authorizes consumers to bring an action to recover for injury or loss sustained by them as the result of a practice prohibited by the Consumer Protection Act.

45. Section 13-408(b) further allows consumers who are awarded damages to seek reasonable attorney's fees.

46. Section 2-714(2) of the Code defines the measure of damages for breach of warranty as "the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount."

47. Section 2-715(1) of the Code authorizes the Court to award the Consumer incidental damages, including expenses reasonably incurred in the inspection, receipt, transportation and care and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

48. Section 2-715(2) of the Code also authorizes the Court to award the Consumer consequential damages, which may include any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and any injury to the person or property proximately resulting from any breach of warranty.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in the amount of Thirty-Four Thousand Two hundred Seventy-Eight and 08/100 Dollars ($34,278.08), together with all collateral charges, attorneys' fees, and court costs.

COUNT III
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

50. 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).

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

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

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

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

55. 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.

56. 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.

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

58. 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.

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

60. 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.

61. 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.

62. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

63. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

64. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

65. 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.

KIMMEL & SILVERMAN, P.C.

By: [redacted]

THOMAS F. BURNS, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

10451 Mill Run Circle, Suite 400
Owings Mills, MD 21117
(410) 356-8835

MARYLAND SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 02/02/2005

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
[redacted] GRANTSVILLE, MD [redacted] GARRETT	DIEHL'S FORD SALES, INC. 11782 NATIONAL PIKE GRANTSVILLE MD 21536-

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2005 FORD	F250		1FTSX21[redacted]	☐ Personal ☐ Agricultural ☒ Commercial

Trade-in 2004 FORD Year and Make $ 25[redacted] Gross Allowance $ [redacted] Amount Owing

1. Cash Price		$ 28770.18 (1)
2. Down Payment		
Third Party Rebate Assigned To Creditor	$	
Cash Down Payment	$ 2500.00	
Pickup Payment due	$ N/A	
Trade-In (Description Above)	$ N/A	
Total Down Payment	609.88	$ (2)
3. Unpaid Balance of Cash Price (1 minus 2)		$ 3109.28 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees $		
(ii) for filing fees $ 83.00		
(iii) for taxes (not in Cash Price) $ 1427.51		$ 1535.51
To Insurance Companies for:		
Credit Life Insurance		$
Credit Disability Insurance		$ N/A
_____		$ N/A
To _____ for		$ N/A
To _____ for		$ N/A
To _____ for		$ N/A
To _____ for		$ N/A
Total		$ N/A (4)
5. Amount Financed (3 plus 4)		$ 1535.51 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of $ 3104.88
5.50 %	$ 2972.39	$ 27[redacted]	$ [redacted]	$ 34[redacted]

Payment Schedule: ☐ Number of payments ☐ Amount of Each payment ☐ When Payments are due

Your payment schedule will be: [redacted] monthly starting 04/02/2005

Final $ N/A

☐ See contract for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE.

INSURANCE DOES NOT COVER PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life Insurance Term [redacted] Premium $ [redacted]
Signature(s) [redacted]

☐ Credit Disability Insurance Term [redacted] Premium $ [redacted]
Signature(s) [redacted]

☐ Other Optional Insurance Term [redacted] Premium $ [redacted]
Signature(s) [redacted]

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a cha[redacted] editor will try to buy[redacted] the term shown. Cov[redacted] e cash value of the [redacted] but not more tha[redacted]

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 15 days late. The charge is 7.5 percent of the late amount or $50.00, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

☐ Comprehensive ☐ Collision
☐ Fire-Theft-Combined Additional Coverage
☐ Towing and Labor
☐ Term _____ Months (Estimate)
Premium $ _____

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: [redacted] CO-BUYER: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

Do not sign this agreement before you read it or if it contains any blank spaces.
You are entitled to an exact copy of the contract that you sign.
The law of Maryland applies to this contract including Title 12, Subtitle 10 of the Maryland Commercial Law Article.
Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

[redacted] _____
(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller OTCHL'S FORD SALES, INC. By _____ Title PRESIDENT

Buyer (and Co-Buyer) acknowledges receipt of a completed copy of this contract prior to signing _____ Initials

C 17619-SI Aug 02 (Previous editions may NOT be used.)
D

Program No. _____

QUESTIONS?

Ford Credit

PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
02-001

SELLER'S COPY (NON-TRANSFERABLE)

SEE BACK FOR ADDITIONAL AGREEMENTS

Ford Motor Credit Company Preferred Payment Plan Enrollment Authorization

Ford Credit

fordcredit.com

ep 1: Please print your name and ccount number/vehicle identification mber as shown on your Ford Credit yment invoice/contract.

ep 2: Record bank/credit union name, dress, account number, and routing mber.

ep 3: Sign and date the authorization m.

mplete Steps 4 and 5 only if the nk/credit union account is maintained name other than yours.

18220 4/00

Step 4: Please print the bank/credit union account owner's name on the line labeled "Bank/Credit Union Account Owner's Name" and supply that account owner's Social Security number.

Step 5: The bank/credit union account owner must sign and date the authorization form.

Step 6: Return the completed Ford Credit copy of the form with one voided check or savings deposit slip. Keep the other copy of the form for your records. Information contained on this check or savings deposit slip is used by Ford Credit and your bank/credit union to properly complete the enrollment process.

Questions?
Give us a call 1-800-727-7000

I/We hereby request and authorize Ford Motor Credit Company ("Ford Credit") to initiate withdrawals from the bank/credit union account named below as agreed between Ford Credit and the bank/credit union named below, or to draw by electronic funds transfer from the bank/credit union account named below funds payable to Ford Credit. This authorization covers the schedule of payments or other amounts due as described in the contract. This authorization may be canceled at any time by Ford Credit. I/We may cancel this authorization by contacting Ford Credit orally or in writing and said cancellation shall be effective five (5) business days after receipt of request.

Customer Name _____
Ford Credit Account Number _____
Bank/Credit Union Name _____
Bank/Credit Union Address _____
Bank/Credit Union Account Number _____
Bank/Credit Union Routing Number _____
Customer Signature _____
Date _____

Complete if the bank/credit union account is in a name other than yours.

Bank/Credit Union Account Owner's Name _____
Bank/Credit Union Account Owner's Social Security Number _____
Bank/Credit Union Account Owner's Signature _____
Date _____

Mail to: Ford Credit, P.O. Box 542000
Omaha, NE 68154-9968

Ply 1 - Ford Credit Copy Ply 2 - Customer Copy

VEHICLE BUYERS ORDER

DIEHL'S FORD SALES INC. *"YourFinish Line Dealer"*

11782 National Pike, P.O. Box 547
Phone: 301-895-5135 301-746-8658
GRANTSVILLE, MD 21536

PURCHASERS NAME(S) [redacted] (50408) STOCK NO. [redacted]

DATE March 3 2005

PLEASE ENTER MY ORDER FOR ONE ____ ☒ NEW ☐ USED ☐ DEMO **AS FOLLOWS:**

MAKE Ford	MODEL F250	COLOR Dk Stone	TYPE XL S/C 4x4	YEAR 2005
SERIAL NO. 1FTSX21505F[redacted]			TO BE DELIVERED ON OR ABOUT March 3, 2005	
CASH PRICE OF VEHICLE				28550.18
ADDITIONAL ACCESSORIES				
DRIVER'S LICENSE # [redacted]				
DATE OF BIRTH 10/12/68				
INSURANCE: Company Name: Allstate Ins				
Agent/Agent Phone #: Hershberger Agency 301-895-5161				
Agent Address 139 Main St Grantsville, MD 21536				
Policy # [redacted]				
Effective Dates: 12/14/04 - 6/14/05				
Deductibles: Comp $ 100 Coll $ 250				
			FINISH LINE PRICE	28550.18
			TAX	1427.51
LICENSE TRANSFER TITLE REGISTRATION FEE TIRE FEE				328.00
			TOTAL CASH DELIVERED PRICE	30305.69

CASH DEPOSIT SUBMITTED WITH ORDER							
ALLOWANCE FOR USED VEHICLE TRADE-IN, AS APPRAISED							25600.00
- LESS BALANCE OWING TO Citizen's Auto ACCOUNT #							24990.12
AMOUNT FINANCED THROUGH FMCC	TERM 60 MO.	RATE 5.50 %	INSURANCE No	$ 519.47	MO. PYMT		27195.81
DESCRIPTION OF TRADE-IN						AMOUNT DUE ON DELIVERY	
MAKE Ford	MODEL F350 XL	TYPE S/C 4x4	YEAR 2004			Ford Rebate	2500.00
SERIAL NO. 1FTSX31P54E[redacted]		MILEAGE 28537	TITLE NO. [redacted]			TOTAL PAYMENT	30305.69

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS-IS-NOT EXPRESSLY WARRANTED OR GUARANTEED".

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THE AGREEMENT.

THIS ORDER IS NOT A BINDING CONTRACT

I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS [redacted] SIGNATURE. I CERTIFY THAT [redacted] ACKNOWLEDGE RECEIPT OF A COPY

SALESMAN

SIGNED [redacted] PURCHASER

APPROVED BY ____

ADDRESS [redacted]

CREDIT APPROVED ____

Grantsville, MD [redacted]

PHONE (RES) [redacted] BUS.) ____

[redacted]

GRANTSVILLE MD [redacted]

DIEHL'S FORD SALES, INC.
11782 National Pike - P.O. Box 547
GRANTSVILLE, MARYLAND 21536
301-895-5135 301-746-8658

*** REPRINT ***

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
07/15/05	05	FORD	F250	1FTSX21505E[redacted]	[redacted]	6342	9597	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
03/03/05	09/26/05	86	00/00/00 00:00	[redacted]	55.00	08	09/26/05

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		DK STONE 1

========== REPAIR LINE 01 ==========
CHANGE OIL,OIL FILTER, AND LUBE - ALSO, ROTATE TIRES - SPECIAL
BILL CODE - C UDB REPAIR CODE - C
UDB SVC DPT CODE - S

LOF	LUBE, OIL, FILTER	61	M A	.40		8.95
02	TIRE ROTATION	61	M A	.30		16.50
				TOTAL LABOR		25.45
FD F1AZ /	6731/BD	FILTER AS		1		7.24
FD PM /	4/	BRAKE CLE		1		4.23
FD XO /	5W20/BUL	OIL-BULK		6		9.60
				TOTAL PARTS		21.07

========== MISCELLANEOUS REPAIR LINE 02 ==========
HAZARDOUS WASTE
BILL CODE - C UDB REPAIR CODE - C
UDB SVC DPT CODE - S
7770 N 1.65

========== REPAIR LINE 03 ==========
BELT SQUEALING WHEN ACCELERATING.
COULD NOT RECREATE BELT NOISE AT THIS VISIT.
BILL CODE - GW UDB REPAIR CODE - I
UDB SVC DPT CODE - S

========== REPAIR LINE 04 ==========
VEHICLE SHAKES AFTER GOING OVER A BUMP
ADJUSTED MESH LOAD AFTER INSPECTION AND EVALUATION AS PER TSB 04-26-01
AND REPLACED DAMPER, TOO. STILL HAD SOME STEERING CONCERN. DID A TEST
DRIVE WITH LIKE VEHICLE FROM LOT AND THEN RETORQUED TRACK BAR BOLTS
TO SPEC. ALL WERE UNDER BY AT LEAST 70 LBS. THIS MADE A VERY OBVIOUS
DIFF ERENCE, BUT STILL A VIOLENT VIBRATION--MOVEMENT OF STEERING WHEEL
BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - H21 UDB REPAIR CODE - W
UDB SVC DPT CODE - S
OVER -CERTAIN- BUMPS.

042601B	INSTALL DAMPER	48	M A	2.30	129.12
MT1007D	ABNORMAL DIAG	48	M A	1.00	56.14

HOURS: MONDAY - FRIDAY 8:00 A.M. - 4:30 P.M.
www.diehlsford.com

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED R

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS.

REDUNDANT CLIENTS WILL BE ASSESSED REASONABLE THIRD PARTY COSTS ATISFY ACCOUNT.

MER SIGNATURE

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

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ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

[redacted]

DIEHL'S FORD SALES, INC.
11782 National Pike - P.O. Box 547
GRANTSVILLE, MARYLAND 21536
301-895-5135 301-746-8658

GRANTSVILLE MD [redacted]

*** REPRINT *** PAGE 2

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
07/15/05	05	FORD	F250	1FTSX21505E[redacted]	[redacted]	6342	9597	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
03/03/05	09/26/05	86	00/00/00 00:00	[redacted]	55.00	08	09/26/05

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		DK STONE 1

			TOTAL LABOR		185.26
FD 5C3Z /	3B440/DDD	ADJUSTER	2		18.56
FD 5C3Z /	3E651/CA	DAMPER AS	1		23.76
			TOTAL PARTS		42.32

========== REPAIR LINE 05 ==========

CUSTOMER ADD ON FOR SQUEAKING NOISE WHEN VEHICLE IS IN 4 WHEEL DRIVE
FOUND AXLE SHAFT OIL SEAL--LEFT SIDE--DRY, LUBED.OK. CUSTOMER RETURNED
8-22-05. REMOVED LEFT FRONT WHEEL,HUB,BRAKE CALIPER,AXLE SHAFT AND
SEALS. REPLACED 2 SEALS, INNER AND OUTER ON FRONT LEFT SIDE. POST ROAD
TEST--NOISE IS GONE FOR NOW.

BILL CODE - W CLAIM TYPE - 01
CONCERN CODE - K02 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

ADD	TECH/CUST ADD ON	48	M A	.00	.00
4462A	Half Shaft or Axle	51	M A	.80	44.91
MT1S175	LUBE SEAL	48	M A	.20	11.23
MT3254	UNPUBLISHED LABOR	51	M A	2.50	140.35
			TOTAL LABOR		196.49
FD 2C3Z /	3254/AA	SEAL ASY	1		35.36
FD 5C3Z /	3254/AA	SEAL ASY	1		41.59
FD 5C3Z /	1S175/AA	SEAL	1		23.18
			TOTAL PARTS		100.13

========== MISCELLANEOUS REPAIR LINE 06 ==========

GASOLINE NEEDED DURING REPAIRS. FUEL CITY INVOICE #[redacted]
BILL CODE - C UDB REPAIR CODE - C
UDB SVC DPT CODE - S
1441 10.03

========== MISCELLANEOUS REPAIR LINE 07 ==========

2 KNIERIEM TIRE INVOICES FOR ALIGNMENT AND INSTALLING CAMBER BUSHING
36397 8-29-05 MLG 8851 AND 36510 9-7-05 MLG 9129
BILL CODE - W MISC CODE - OTHER
INVOICE NO - [redacted] UDB REPAIR CODE - W
UDB SVC DPT CODE - S
1441 142.40

HOURS: MONDAY - FRIDAY 8:00 A.M. - 4:30 P.M.
www.diehlsford.com

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

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REDUNDANT CLIENTS WILL BE ASSESSED REASONABLE THIRD PARTY COSTS REQUIRED TO SATISFY ACCOUNT.

CUSTOMER SIGNATURE
>

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

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[redacted]

GRANTSVILLE MD [redacted]

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11782 National Pike - P.O. Box 547
GRANTSVILLE, MARYLAND 21536
301-895-5135 301-746-8658

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DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
07/15/05	05	FORD	F250	1FTSX21505E[redacted]	[redacted]	6342	9597	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. [redacted]
03/03/05	09/26/05	86	00/00/00 00:00	[redacted]	55.00	08	09/26/05

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		DK STONE 1

========== REPAIR LINE 08 ==========

RECALL 05S33 GAS TANK CLIP
INSTALLED FUEL LINE RETAINER CLIP PER RECALL 05S33.
BILL CODE - W CLAIM TYPE - 02
PROGRAM CODE - 05S33 UDB REPAIR CODE - W
UDB SVC DPT CODE - S

05S33B	INST FUEL LINE CLP 51	M A .20		11.23
		TOTAL LABOR		11.23
FD 5C3Z /	9J278/A RETAINER	1		3.54
		TOTAL PARTS		3.54

DATE RECEIVED - 30305 PAYMENT TYPE - 8 60.32
CUSTOMER TYPE - R

Balance due. This is for an oil change in July that just got billed out due to the warranty portion.

HOURS: MONDAY - FRIDAY 8:00 A.M. - 4:30 P.M. www.diehlsford.com	**STATEMENT OF DISCLAIMER** THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS.	**LABOR AMOUNT**	25.45
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	***REDUNDANT CLIENTS WILL BE ASSESSED REASONABLE THIRD PARTY COSTS REQUIRED TO SATISFY ACCOUNT.***	**PARTS AMOUNT**	21.07
		MISC. SALES	11.68
		MATERIALS	1.02
		TOTAL CHARGE	59.22
		DEDUCTIBLE	.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >	**SALES TAX**	1.10
		OTHER PAY	.00
		CUSTOMER PAY	60.32

[redacted]

GRANTSVILLE MD [redacted]

DIEHL'S FORD SALES, INC.
11782 National Pike - P.O. Box 547
GRANTSVILLE, MARYLAND 21536
301-895-5135 301-746-8658

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
05/12/05	05	FORD	F250	1FTSX21505E[redacted]	[redacted]	3267	3267	[redacted]

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
03/03/05	05/12/05	86	00/00/00 00:00	[redacted]	55.00	01	05/12/05

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		DK STONE 1

========== REPAIR LINE 01 ==========
CHANGE OIL, OIL FILTER, & LUBE
BILL CODE - C UDB REPAIR CODE - C
UDB SVC DPT CODE - S
LOF LUBE, OIL, FILTER 16 M A .40 8.95
TOTAL LABOR 8.95
FD F1AZ / 6731/BD FILTER AS 1 5.00
FD XO / 5W20/BUL OIL-BULK 6 9.60
TOTAL PARTS 14.60
========== MISCELLANEOUS REPAIR LINE 02 ==========
HAZARDOUS WASTE
BILL CODE - C UDB REPAIR CODE - C
UDB SVC DPT CODE - S
7770 N 1.65
DATE RECEIVED - 30305 PAYMENT TYPE - 1 26.31
CUSTOMER TYPE - R

HOURS: MONDAY - FRIDAY 8:00 A.M. - 4:30 P.M.
www.diehlsford.com

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS.

REDUNDANT CLIENTS WILL BE ASSESSED REASONABLE THIRD PARTY COSTS REQUIRED TO SATISFY ACCOUNT.

CUSTOMER SIGNATURE
>

LABOR AMOUNT	8.95
PARTS AMOUNT	14.60
MISC. SALES	1.65
MATERIALS	.36
TOTAL CHARGE	25.56
DEDUCTIBLE	.00
SALES TAX	.75
OTHER PAY	.00
CUSTOMER PAY	26.31

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www.monro.com

0627102636

[redacted]

CUMBERLAND, MD [redacted]

[redacted]

GRANTSVILLE, MD [redacted]
HOME:
WORK: [redacted]

PO #:

8/05/05 11:30 PAGE 1
ESTIMATE #: 116163 INVOICE #: [redacted]
YEAR: 05 MAKE: FORD MODEL: F250 SUPER
LICENSE #: [redacted] COLOR: GRAY
STATE: MD MILEAGE IN: 7408 OUT: 7408

MANAGER: JOHN R KINZEY
TECHNICIAN: RICK C RAFFERTY

[redacted]

[redacted]

MANAGER'S SIGNATURE

	TIRE SERVICE							
1	L0904	S	0904		0.00	0.00	7.99	7.99
				Total TIRE SERVICE				7.99
	SERVICE							
1	FRB	S	FLAT REPAIR & REBALANCE, Includes vulcanize patch	60	0.00	0.00	0.00	0.00
1	L0915	S	FLAT TIRE REPAIR (No Balance)	60	0.00	0.00	8.99	8.99
				Total SERVICE				8.99
	MISCELLANEOUS							
1	FEE	S	SHOP SUPPLY FEE	0	1.19	1.19	0.00	1.19
				Total MISCELLANEOUS				1.19

NOTICE TO CUSTOMERS

Unless otherwise specified, all labor charges preset or based on flat rate manuals, and not ac time spent. Unless otherwise specified in writ all parts and labor are warranted for the earlie 90 days or 4,000 miles. Please see reverse details. All labor performed and parts repla were necessary to perform all repairs. All p. are new unless otherwise specified. (i.e. Use Rebuilt) All personal items should be removed fi the vehicle before it is left for service. We are responsible for these items.

I certify that this vehicle has been tested or driven when needed and that the mechanic's w was performed satisfactorily.

Manager's Init

The undesigned, having tendered payment of invoice by check, credit card, or other char agrees to pay Monro Muffler Brake, Inc., Spe Auto Service by Monro, Tread Quarters Disco Tire, Mr. Tire (the Company) a sum equal to charges and expenses, including reasona attorney fees and returned check charges incur by the Company, in the event that for any rea said check or charge is not accepted for collect and paid to the Company. Your employees n operate this vehicle for inspection and testing, a or delivery at my risk. An express mechanical l is acknowledged on the above vehicle to sec the amount or repairs thereto.

Print Name

[redacted]

Customer Signature

CAUTION: Owners of Mag, Custom, or Al wheels must have lug-nuts retorqued after 50 mil The Company will gladly retorque these lug-n once after the first 50 miles at no charge.

See reverse for Diagnosis (REC), Warranty (WARR), and Location (LOC) codes.



FLEET & COMMERCIAL ACCOUNTS WELCOME !

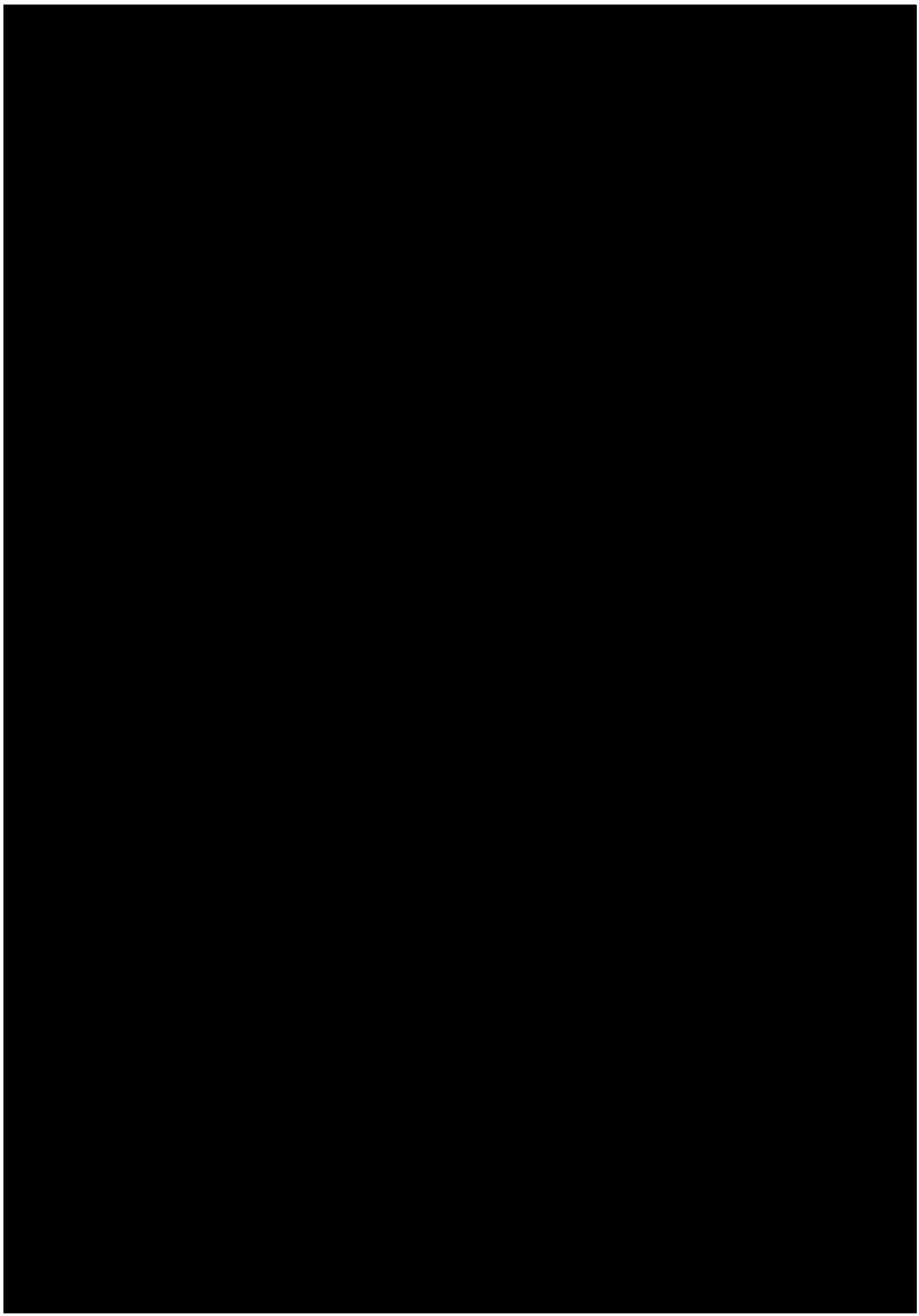
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CASH	20.00		
		SALES TAX	0.06
		GRAND TOTAL	18.23

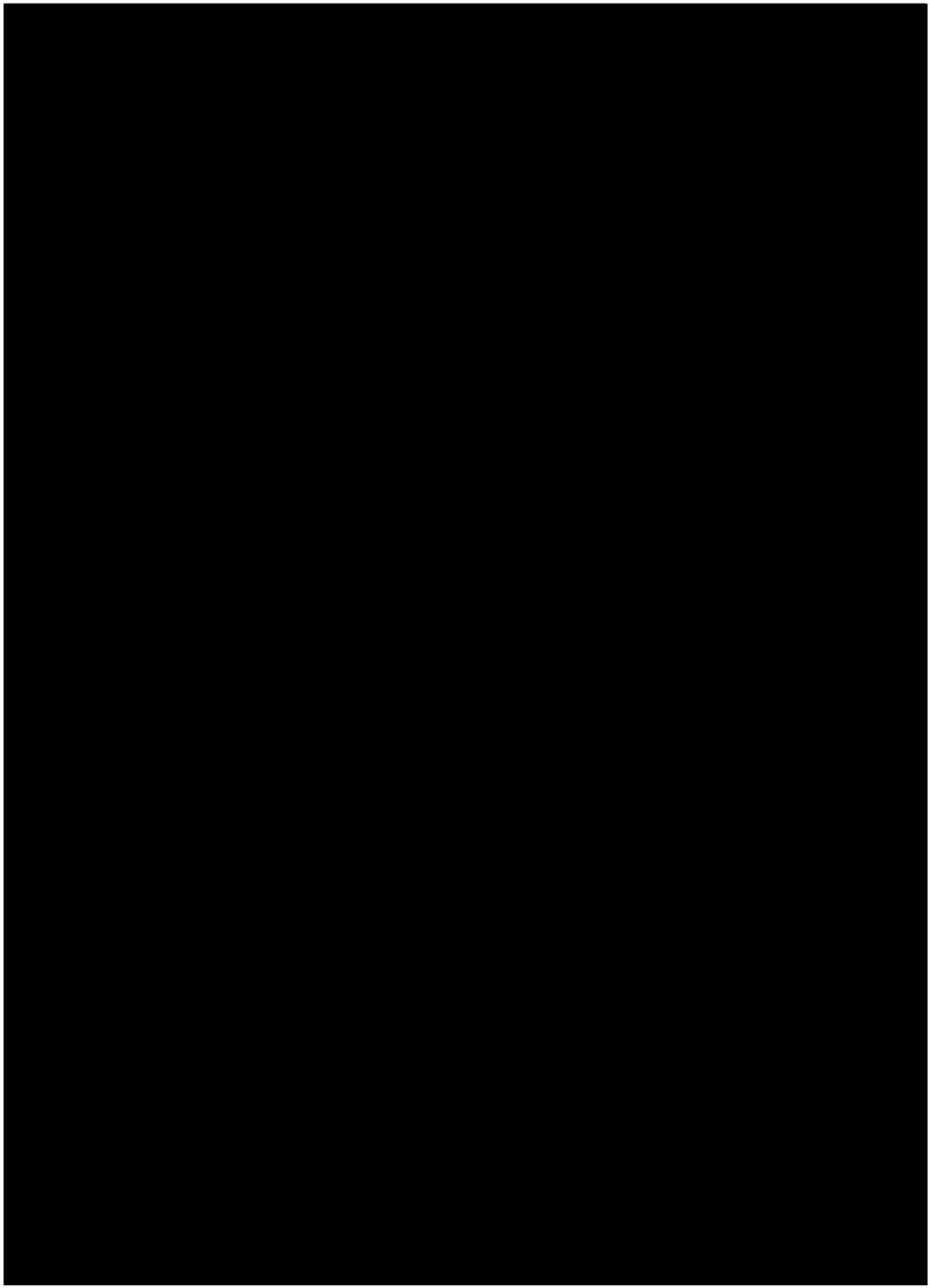
CUSTOMER COPY

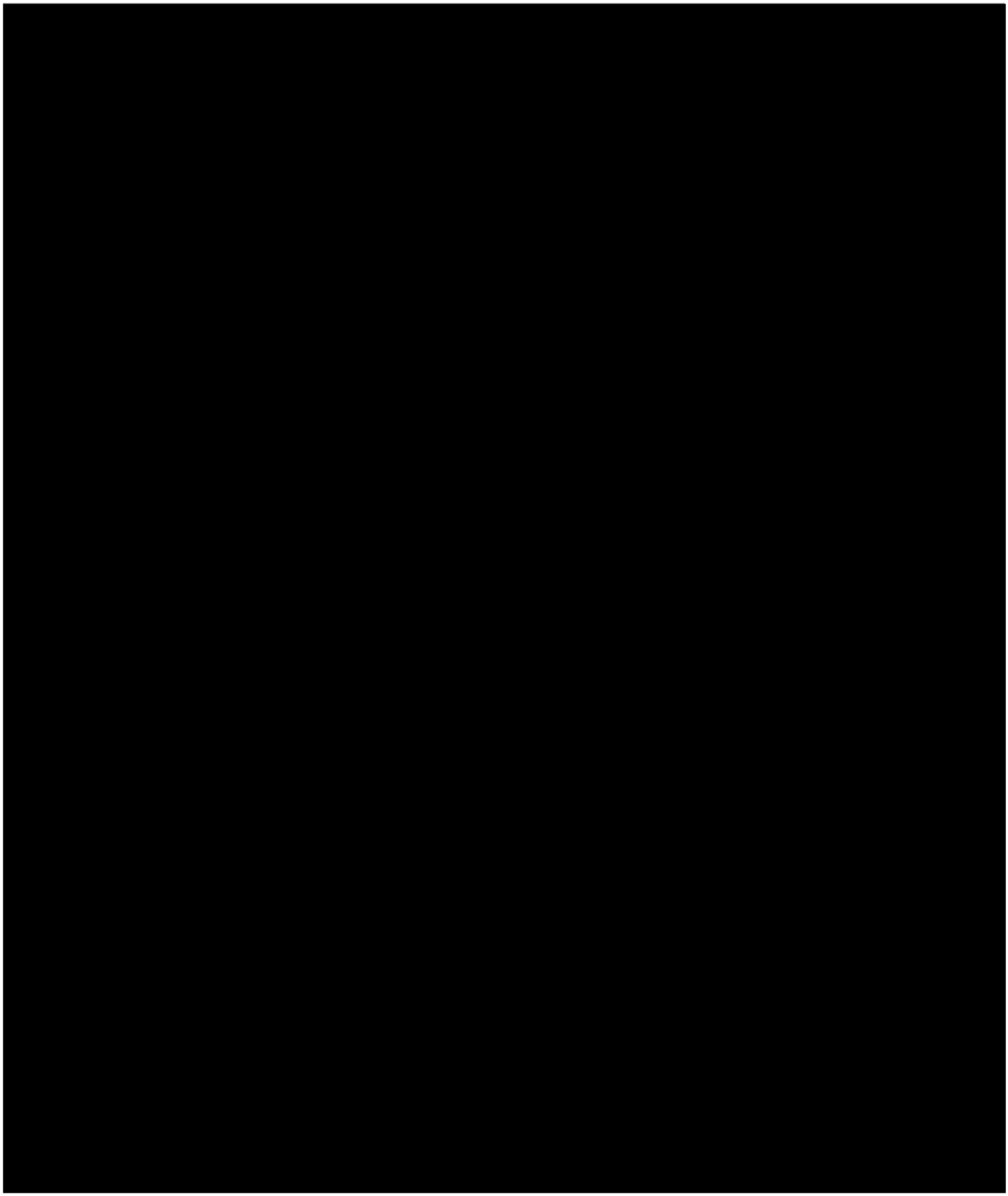
INVOICE SHOP 0627 INVOICE

[redacted]









All Action Details for Issue

Print

VIN: 1FTSX21505[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:**[redacted]
Name:[redacted] **Owner Status:** Original **WSD:** 2005-03-03
Symptom Desc: STRG/HANDLING VIB./SHIMMY OVER BUMPS **Primary Phone:**[redacted]
Reason Desc: DEALERSHIP - REPAIR PROCEDURE **Secondary Phone:**[redacted]
Issue Type: 03 CONCERN **Issue Status:** CLOSED
Initial Customer Contact: 09/15/2005

Action: ADVISE CUST CRC WILL FOLLOW UP
Dealer: 07343 DIEHL'S FORD SALES INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 83000 MI **Comm Type:** PHONE
Analyst Name: SUTHERLAND EILEEN **Analyst:** ESUTHER4
Action Date: 08/25/2005 **Action Time:** 17.00.28.953 **Action Data:** No

Comments CUSTOMER SAID: -THE VEH HAS A SHAKE IN THE FRONT END WHEN GOING OVER BUMPS - YOU ALMOST HAVE TO STOP TO GET THE VIB TO GO AWAY-JUST WENT TO THE DLRSHIP YESTERDAY AND THEY SAY THAT THEY DO NOT KNOW WHAT ELSE TO DO-WOULD LIKE ASSISTANCE IN GETTING THE VEH REPAIREDDEALER SAID: DIEHL'S FORD SALES, INC.11782 NATIONAL PIKE (RT. 40 EAST)GRANTSVILLE, MD 21536TEL: (301) 895-5135-DLR STATES THAT FORD IS WORKING ON THE PROBLEMCRC ADVISED: THE DEALERSHIP HAS INSPECTED YOUR VEHICLE IS AWARE OF YOUR CONCERN. THE DEALERSHIP IS USING FORD TECHNICAL RESOURCES TO ASSIST IN REPAIR OF YOUR VEHICLE. PLEASE STAY IN CONTACT WITH YOUR DEALERSHIP-UNABLE TO REACH THE DLRSHIP - SERVICE CLOSED-ADVISED CUST THAT WE WILL CONTACT HIM BACK TOMORROW WITH FURTHER INFORMATION (AS PER REQUIRED OBC TO DLRSHIP)-PROVIDED FOLLOW UP TO TL ASH TO HAVE ANOTHER REP CALL THE CUSTOMER TOMORROW MORNING

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER
Dealer: 07343 DIEHL'S FORD SALES INC **Origin Desc:** DEALER
Odometer: 83000 MI **Comm Type:** VISIT
Analyst Name: MARK DIEHL **Analyst:** M-DIEHL
Action Date: 09/19/2005 **Action Time:** 15.00.33.623 **Action Data:** No

Comments HAVE SPOKEN TO CUSTOMER AFTER PERFORMING THE MODIFICATIONS REQUESTED BY THE HOTLINE AND HAVE HAD CUSTOMER DRIVE 2 OTHER IN STOCK UNITS. THEY TELL ME THAT THEY HAVE NOT HAD A RESONATING STEERING WHEEL CONCERN SINCE THE UPDATES WERE APPLIED, BUT THEY STILL DO NOT FEEL 'SAFE' AND HAVE SPOKEN WITH THE STATE'S ATTORNEY OFFICE. THEY DROVE A GAS VEHICLE WE HAD AND AGREE THEY ARE THE SAME, BUT THE DIESEL WE HAVE IS HEAVIER IN THE FRONT AND BEHAVES MORE TO THE STYLE OF THEIR OLDER TRUCK THAT HAD THE LEAF SPRINGS. I WILL SPEAK TO NATISHIA AND SEE WHAT CAN BE DONE NOW THAT THEY HAVE CONTACTED THE STATE. JOE NIGRA IS WILLING TO HELP, IF GIVEN THE OPPORTUNITY, BUT THERE MAY BE NO PROBLEM LEFT SINCE IT HAS NOT BEEN CONFIRMED THAT THERE IS STILL A RESONATING CONCERN FOR THE STEERING WHEEL.

Action: FORD COVERED REPAIR MADE - WARRANTY
Dealer: 07343 DIEHL'S FORD SALES INC **Origin Desc:** DEALER
Odometer: 83000 MI **Comm Type:** OTHER
Analyst Name: MARK DIEHL **Analyst:** M-DIEHL
Action Date: 09/19/2005 **Action Time:** 15.12.53.609 **Action Data:** No

Comments WE HAVE COMPLETED THE REPAIRS OF RETORQUING THE TRAC BAR, ADJUSTING THE CASTER/CAMBER TO 2.5 DEGREES AND SETTING THE TIRE PRESSURES TO DOOR SPECIFICATIONS. THIS HAS SOLVED THE RESONATING PROBLEMS TO THIS POINT, ALTHOUGH THE CUSTOMER IS STILL NOT SATISFIED WITH THE HANDLING CHARACTERISTICS. THEY ARE THE SAME NOW AS THE OTHER GAS VEHICLE WE HAVE IN STOCK, BUT NOT AS GOOD AS THE DIESEL.

Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21505E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	171104220988
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E172A 171104220988
```

Trace Trans Serial No:

```
A4532 171104A1M20306805C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	19-NOV-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	144496 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	MD
		Buyer St/Prov:	*
Arrival Date:	29-NOV-2004	**Red Carpet Lease:**	*
Sale Date:	03-MAR-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	03-MAR-2005	**Modified Vehicle:**	*
Orig Warranty Date:	03-MAR-2005	**Reacquired Vehicle:**	*

Vehicle Count Flag: Y

Vehicle Export Flag: N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAMD - 4.10 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BD - DRIVER LARGE HEAD/LONG ARM MIR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PN3ED - CHARCOAL BEIGE W/B #2
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000BY - MEDIUM PEBBLE	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	K	**Tire Brand:**	AHDP21 - Rugged Trail T/A 121/118R
Driveshaft Code:	D	**Tire Size:**	D3KCE - LT265/70/R17E A/T BSW
Front Seat:	T/E - SEAT-FULL BENCH	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDP214504	**RF:**	M3AHDP214504
LR:	M3AHDP214504	**RR:**	M3AHDP214504
LI:	*	**RI:**	*

SPARE: M3AHDP214404 **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	*
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MSG
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 30-JAN-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21505F[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	1	*	3A11	*	*	*	SXX	V00	*	*

AWS Claim Key: 720643 **Doc #:** 04334301 **Trx Code:** 05B27 **Labor Hrs:** 7 **Labor Cost:** 379.33 **Material Cost:** 73.46 **Total Cost:** 602.79

Dlr Cd-Sub Cd: 07343-* **Name:** DIEHL'S FORD SALES INC **Ph:** 301-8955135 **St:** MD **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 29-MAR-2005 **DIST(Mile):** 1046

Cust Comments: 05B27 PROGRAM ON SNAP RING

Tech Comments: REMOVED TRANSMISSION, DISASSEMBLED AND OVERHAULED. INSTALLED SNAP RING PER PROGRAM 05B27. REASSEMBLED AND REINSTALLED TRANSMISSION. OK, NOW.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21505F[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	4	*	7S22	F2UZ	14526	N	S09	V79	C05	46

AWS Claim Key: 1633567 **Doc #:** 04400001 **Trx Code:** S07 **Labor Hrs:** 1.4 **Labor Cost:** 78.59 **Material Cost:** 8.65 **Total Cost:** 87.24

Dlr Cd-Sub Cd: 07343-* **Name:** DIEHL'S FORD SALES INC **Ph:** 301-8955135 **St:** MD **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 10-JUN-2005 **DIST(Mile):** 4601

Cust Comments: AC NOT WORKING

Tech Comments: CHECKED SYSTEM OK. FOUND BAD FUSE, REPLACED. CHECKED CYCLE TOO FAST.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21505[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	4	*	2G05	*	RECAL	*	S11	V48	P51	42

AWS Claim Key: 1633568 **Doc #:** 04400002 **Trx Code:** 2 **Labor Hrs:** 2 **Labor Cost:** 112.28 **Material Cost:** 0 **Total Cost:** 112.28

Dlr Cd-Sub Cd: 07343-* **Name:** DIEHL'S FORD SALES INC **Ph:** 301-8955135 **St:** MD **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 10-JUN-2005 **DIST(Mile):** 4601

Cust Comments: DOES NOT SHIFT RIGHT WHEN PULLING OUT

Tech Comments: PULLED CODES AND WATCHED PIDS. NO CODES. PERFORMED PRESSURE TEST.STALL TEST PASS, LINE TEST PASS. REPROGRAMMED PCM WITH MOST RECENT UPDATE. DID POST ROAD TEST OK NOW.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21505[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	4	*	5O01	*	3504	*	S05	V39	N57	42

AWS Claim Key: 1633569 **Doc #:** 04400003 **Trx Code:** 2 **Labor Hrs:** 3.6 **Labor Cost:** 202.11 **Material Cost:** 188.89 **Total Cost:** 391

Dlr Cd-Sub Cd: 07343-* **Name:** DIEHL'S FORD SALES INC **Ph:** 301-8955135 **St:** MD **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 10-JUN-2005 **DIST(Mile):** 4601

Cust Comments: STEERING WHEEL SQUEAKS

Tech Comments: PERFORMED TSB 04 26 01 ADJUSTED GEARBOX AND REPLACED LINES PER TSB 05 10 18. OK, NOW.

1FTSX21505E[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	4	*	5K04	*	ALBAL	*	S10	V89	H44	D9		
AWS Claim Key:	1633570	**Doc #:**	04400004	**Trx Code:**		2	**Labor Hrs:**	2.8	**Labor Cost:**		157.2	**Material Cost:**	0	**Total Cost:**	157.2										
Dlr Cd-Sub Cd:	07343-*	**Name:**	DIEHL'S FORD SALES INC		**Ph:**	301-8955135	**St:** MD	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	10-JUN-2005	**DIST(Mile):**	4601										
Cust Comments:	WHOLE TRUCK SHAKES																								
Tech Comments:	DID NVH DIAGNOSIS. ROTATED, BALANCED, AND REINDEXED ALL TIRES. CHECKED DRIVESHAFT RUNOUT, REMOVED, ROTATED, RECHECKED, OK. ROAD TESTED, OK NOW.																								

1FTSX21505E[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	4	*	3N01	5C3Z	7210	BAA	S11	V48	P59	28		
AWS Claim Key:	1633571	**Doc #:**	04400006	**Trx Code:**		2	**Labor Hrs:**	3.1	**Labor Cost:**		174.03	**Material Cost:**	36.39	**Total Cost:**	210.42										
Dlr Cd-Sub Cd:	07343-*	**Name:**	DIEHL'S FORD SALES INC		**Ph:**	301-8955135	**St:** MD	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	10-JUN-2005	**DIST(Mile):**	4601										
Cust Comments:	NO TOW HAUL MODE																								
Tech Comments:	RELATED TO LINE 01.VEHICLE CAME BACK IN ON JUNE 28,SAME CNCRN FOUND FUSE F2 24 BLOWN. CHECKED BLOWER MOTOR WIRES, OK.WIRES TO AC COMPRESSR OK. WIRES TO TOW HAUL SEEMS OK.FURTHER DIAG SHOWED AN INTERMITTENT SHORT TO STEERING COLUMN. FOUND WIRE RUBBED THROUGH ON SHIFTER BOOT BRACKET. ORDERED NEW SHIFTER AND HARNESS. BACKORDERED. MADE TEMPORARY FIX.																								

1FTSX21505E[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	5	*	5R02	*	3600	*	S10	V87	H21	42		
AWS Claim Key:	1998551	**Doc #:**	04433304	**Trx Code:**		2	**Labor Hrs:**	3.3	**Labor Cost:**		185.26	**Material Cost:**	42.32	**Total Cost:**	330.03										
Dlr Cd-Sub Cd:	07343-*	**Name:**	DIEHL'S FORD SALES INC		**Ph:**	301-8955135	**St:** MD	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	15-JUL-2005	**DIST(Mile):**	6342										
Cust Comments:	VEHICLE SHAKES AFTER GOING OVER A BUMP																								
Tech Comments:	ADJUSTED MESH LOAD AFTER INSPECTION AND EVALUATION AS PER TSB 04 26 01 AND REPLACED DAMPER, TOO. STILL HAD SOME STEERING CONCERN. DID A TEST DRIVE WITH LIKE VEHICLE FROM LOT AND THEN RETORQUED TRACK BAR BOLTS TO SPEC. ALL WERE UNDER BY AT LEAST 70 LBS. THIS MADE A VERY OBVIOUS DIFF ERENCE, BUT STILL A VIOLENT VIBRATION MOVEMENT OF STEERING WHEEL																								

1FTSX21505E[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	5	*	5B03	5C3Z	3254	AA	S11	V51	K02	D8		
AWS Claim Key:	1998552	**Doc #:**	04433305	**Trx Code:**		2	**Labor Hrs:**	3.5	**Labor Cost:**		196.49	**Material Cost:**	100.13	**Total Cost:**	296.62										
Dlr Cd-Sub Cd:	07343-*	**Name:**	DIEHL'S FORD SALES INC		**Ph:**	301-8955135	**St:** MD	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	15-JUL-2005	**DIST(Mile):**	6342										
Cust Comments:	CUSTOMER ADD ON FOR SQUEAKING NOISE WHEN VEHICLE IS IN 4 WHEEL DRIVE																								
Tech Comments:	FOUND AXLE SHAFT OIL SEAL LEFT SIDE DRY, LUBED.OK. CUSTOMER RETURNED 8 22 05. REMOVED LEFT FRONT WHEEL,HUB,BRAKE CALIPER,AXLE SHAFT AND SEALS. REPLACED 2 SEALS, INNER AND OUTER ON FRONT LEFT SIDE. POST ROAD TEST NOISE IS GONE FOR NOW.																								

1FTSX21505[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	5		*	*	*	*	SXX	V00	*	*		
AWS Claim Key:	1984599	**Doc #:**	04433308	**Trx Code:**		05S33	**Labor Hrs:**	.2	**Labor Cost:**		11.23	**Material Cost:**	3.54	**Total Cost:**	14.77										
Dlr Cd-Sub Cd:	07343-*	**Name:**	DIEHL'S FORD SALES INC		**Ph:**	301-8955135	**St:** MD	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	15-JUL-2005	**DIST(Mile):**	6342										
Cust Comments:	RECALL 05S33 GAS TANK CLIP																								
Tech Comments:	INSTALLED FUEL LINE RETAINER CLIP PER RECALL 05S33.																								

1FTSX21505E[redacted]		T/F7	T/F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	19-11-04	03-03-05	144496	USA	10	*	4C04	*	5F223	*	S05	V39	N50	33
AWS Claim Key:	3009045	**Doc #:**	04554503		**Trx Code:**		S07	**Labor Hrs:**		.2	**Labor Cost:**		11.23	**Material Cost:**		0	**Total Cost:**		11.23				
Dlr Cd-Sub Cd:	07343-*	**Name:**	DIEHL'S FORD SALES INC			**Ph:**	301-8955135	**St:** MD	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	20-DEC-2005		**DIST(Mile):**	14097					
Cust Comments:	RATTLE NOISE IN FRONT END																						
Tech Comments:	CHECKED AND FOUND GRAVEL IN THE EXHAUST SHIELDS. BLEW OUT WITH AIR GUN OK, NOW.																						

Any comments? You can contact



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SUPERIOR COURT BERGEN COUNTY
FILED
AUG 10 2006
[redacted]
DEPUTY CLERK

LAW OFFICE OF HOWARD A. GUTMAN
230 Route 206, Building 3, 2nd Floor
Flanders, New Jersey 07836
(973) 598-1980
Attorney for Plaintiff

[redacted] Plaintiff,	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY
vs.	DOCKET [redacted] CIVIL ACTION
FORD MOTOR COMPANY and ROUTE 23 AUTO MALL COMPANY	COMPLAINT & JURY DEMAND
Defendants.	

Plaintiff, by and through their attorney, by way of complaint say:

Count One (Breach of Implied Warranty or Merchantability)

1. Plaintiff, [redacted] resides at [redacted] New Jersey [redacted] owns [redacted]

2. Defendant, Route 23 Auto Mall Company, is a dealership located at 1301 Route 23, Butler, New Jersey 07405. Defendant, Ford Motor Company, is a manufacturer and a foreign corporation with offices in Bergen County, New Jersey.

3. Plaintiffs executed a contract to purchase a 2005 Ford F350 containing VIN Number 1FTWX33P45E[redacted] which vehicle was manufactured by defendant, Ford Motor Company. In connection with that purchase, there was an implied warranty of merchantability pursuant to N.J.S.A.12A:2-314. Such warranty was breached by the fact that the vehicle was not fit for its intended purposes. Specifically, the vehicle has front end and other malfunctions impacting the vehicle's safety, use and value.

4. Because of design and manufacturing defects in the vehicle plaintiff has suffered injury. Plaintiff has performed all prerequisites necessary for the institution of this action with respect to this and all other counts herein.

5. Plaintiffs have been damaged by the aforesaid breach and the other unlawful conduct set forth hereinabove. Such damage and injury includes but it is not limited to the cost of the vehicle and applicable finance charges, expenditure of monies to repair the defects, loss of time from work, monies spent for alternate transportation and replacement vehicles, loss of use of the vehicle, incidental and consequential damages, mental stress and anxiety, and financial expenditures.

Count Two (Breach of Express Warranty)

6. Plaintiff repeats the allegations contained in paragraphs one through five and incorporate the same herein.

7. Defendants made affirmations of fact and promises, a

description of the goods, and exhibited a sample or model concerning the automobile which became part of the basis of the bargain and constituted express warranties.

8. Such express warranties were breached as a result of which plaintiff suffered the injuries enumerated in paragraph five.

Count Three (Fraud and Violation of Consumer Fraud Act)

9. a) Plaintiff repeats the allegations contained in paragraphs one through eight and incorporates the same herein.

b) The conduct sets forth herein constitutes an unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, and the knowing concealment, suppression of a material fact with intent that plaintiff rely upon such concealment, suppression, or omission and otherwise violates N.J.S.A. 56:8-2.

Count Four (Breach of Contract)

10. Plaintiff repeats the allegations contained in paragraphs one through nine.

11. Defendants have breached their contractual obligations to plaintiff as a result of which plaintiff has suffered the injuries enumerated in paragraph five.

Count Five (Violation of Magnuson-Moss Act)

12. Plaintiff repeats the allegations contained in paragraphs one through eleven and incorporates the same herein.

13. Defendants gave a warranty pursuant to the Magnuson-Moss Act, 15 U.S.C. 2301, et seq. The automobile defendants sold or manufactured was a consumer product, plaintiff is a consumer, and the purchase of the vehicle is governed by the above Act. The vehicle defendants sold, manufactured or distributed failed to perform as warranted. Defendants have violated the aforesaid Act by virtue of the conduct set forth above, improperly and unlawfully attempted to disclaim implied and express warranties, failed to perform in accordance with its warranty and otherwise violated the Act as set forth hereinabove.

Count Six (Negligence)

14. Plaintiff repeats the allegations contained in paragraphs one through thirteen and incorporates the same herein.

15. Defendants owed plaintiff a duty to sell him a safe automobile free from manufacturing and design defects. Defendants failed to exercise reasonable care in the design, marketing, inspection, and manufacture of the vehicle plaintiff purchased and the preparation of a warning or recall after the purchase. As a proximate result of defendant's negligence, plaintiff suffered the injuries and damage set forth in paragraphs four and five.

Count Seven (New Jersey Lemon Law)

16. Plaintiff repeats the allegations contained in

paragraphs one through fifteen and incorporates the same herein.

17. Defendants have been unable to conform plaintiff's new automobile to the warranty. There exists a defect or condition in the automobile which substantially impairs the use, value, and safety of the automobile.

18. The same nonconformity has been subject to repair or correction on numerous occasions by the manufacturer and/or its agent or dealers and the nonconformity continues to exist.

19. Plaintiff has performed all prerequisites necessary for the institution on this action.

PRAYER FOR RELIEF

WHEREFORE plaintiff demands judgment against defendants for compensatory damages, punitive damages, a comparable new automobile, a refund of the full purchase price of the vehicle, interest, attorney's fees, costs, and such other legal or equitable relief as this court may deem just.

CERTIFICATION

I certify that the matter in controversy in not the subject of any pending or contemplated litigation or arbitration.

JURY DEMAND

Plaintiff demands a trial by jury.

[redacted]

Dated: 8/6/04

Howard A. Gutman
Attorney for Plaintiff

Server Name : AWSPPRDDG AWS New Prod Database- Claims loaded through 16-OCT-2006

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTWX33P45E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	102056504278
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
EN200 2102056504278
```

Trace Trans Serial No:

```
A4532 160205A1N61681165C3P-7000-KB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	23-FEB-2005

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	113155 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NJ
		Buyer St/Prov:	*
Arrival Date:	04-MAR-2005	**Red Carpet Lease:**	*
Sale Date:	17-MAR-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	17-MAR-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	17-MAR-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/C - ATC AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	52	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAMM - 4.30 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	PN3ED - CHARCOAL BEIGE W/B #2
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000BY - MEDIUM PEBBLE	**Tire Manufacturer:**	* -
Delivery Type:	E	**Tire Brand:**	* -
Driveshaft Code:	D	**Tire Size:**	D3KBL - LT245/75/R17E A/T OWL
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M343DR210505	**RF:**	M343DR210505
LR:	M343DR11????	**RR:**	M343DR210505
LI:	M343DR11????	**RI:**	M343DP110705
SPARE:	M343DP11????	**DOT Plant Manufacturer:**	M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	G
ESP Coverage(Miles):	100
ESP Coverage(Time):	048
ESP Plan Year:	2005
ESP Signature Date:	17-MAR-2005

EMISSIONS INFORMATION:

Emission Code:	DGAAB - DGAAB
Emission Cert Type:	*
Emission Decal Suffix:	*
Engine Family:	*

Any comments? You can contact



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STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-OCT-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 16-OCT-2006

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX33P45F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	23-02-05	17-03-05	113155	USA	6	*	5K01	5C3Z	1007	CB	S10	V88	B65	34

AWS Claim Key: 1617826 **Doc #:** 19381301 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** 57.78 **Material Cost:** 1015.94 **Total Cost:** 1073.72

Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 15-AUG-2005 **DIST(Mile):** 12456

Cust Comments: CUSTOMER STATES THE SPECIAL ORDER REAR RIMS ARE IN STOCK

Tech Comments: CONFIRM CUSTOMERS CONCERN ON WHEEL SPOTTING AS PER SERVICE REP REMOVE AND REPLACE BOTH REAR RIMS

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX33P45F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	23-02-05	17-03-05	113155	USA	11	*	*	*	*	SXX	V00	*	*	

AWS Claim Key: 3394241 **Doc #:** 20537001 **Trx Code:** 05B35 **Labor Hrs:** .7 **Labor Cost:** 67.41 **Material Cost:** 0 **Total Cost:** 67.41

Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 31-JAN-2006 **DIST(Mile):** 23688

Cust Comments: CR: COMPLETE RECALL 05B35 TRUCK HAS HARD TIME STARTING WILL JUST CRANK

Tech Comments: 1 COMPLETED RECALL PER GUIDELINES

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX33P45[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	23-02-05	17-03-05	113155	USA	11	*	7D07	C2AZ	13466	C	S09	V77	L26	46

AWS Claim Key: 3394240 **Doc #:** 20537003 **Trx Code:** E83 **Labor Hrs:** .3 **Labor Cost:** 28.89 **Material Cost:** .71 **Total Cost:** 29.6

Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 31-JAN-2006 **DIST(Mile):** 23688

Cust Comments: CS: RIGHT SIDE REAR QUARTER PANEL LIGHT IS POPPING OUT OF HOLDER

Tech Comments: ADJUST CLIPS IN LIGHT ASSEMBLY FOR TIGHTER FIT RE ATTACH AND CHECK OK NOW

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX33P45F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	23-02-05	17-03-05	113155	USA	11	*	*	*	*	SXX	V00	*	*	

AWS Claim Key: 3394239 **Doc #:** 20537004 **Trx Code:** 05B32 **Labor Hrs:** .2 **Labor Cost:** 19.26 **Material Cost:** 0 **Total Cost:** 19.26

Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 31-JAN-2006 **DIST(Mile):** 23688

Cust Comments: CUSTOMER REQUESTS TO PERFORM 05B32

Tech Comments: PERFORMED PROGRAM 05B32

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWX33P45F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	23-02-	17-03-	113155	USA	12	*	2G05	*	RECALEM	*	S11	V52	D42	04

| | | |

Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Cd:** USA **Reg Cd:** NA **Repr Date:** 12-JUN-2006 **DIST(Mile):** 31641
Cust Comments: CS: POWER PORT FOR CIG. LIGHTER DOESNT WORK
Tech Comments: VERIFIED CONCERN REPLACE FUSE FOR ELIMENT CHECK OPERATION OK

1FTWX33P45E[redacted] F7 T/F7 F T/BD T/CD T/E A1 T/BE T/YB 23-02-05 17-03-05 113155 USA 17 * 5G03 5C3Z 3050 CA S10 V87 H21 42
AWS Claim Key: 5734578 **Doc #:** 21819301 **Trx Code:** E84 **Labor Hrs:** 2.5 **Labor Cost:** 250.15 **Material Cost:** 196.01 **Total Cost:** 558.16
Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 03-AUG-2006 **DIST(Mile):** 35302
Cust Comments: CS: TRUCK HAS DANGEROUS STEERING SHIMMEY ROAD TESTED WITH B RYAN G 8 3 06 15:20 VERIFIED CONCERN NEED TO GET FSE HERE
Tech Comments: WORKED WITH DSE REPLACED TRACK ARM BALL JOINT AND REPLACED STEERING SHOCK WITH AFTER MARKET PART AS PER DSE FINALLY RESOLVED CONCERN AFTER SEVERAL ATTEMPTS WORKING WITH TECH HOTLINE

1FTWX33P45[redacted] F7 T/F7 F T/BD T/CD T/E A1 T/BE T/YB 23-02-05 17-03-05 113155 USA 18 * 6Y20 * MISC * SXX V00 A9* 82
AWS Claim Key: 5794388 **Doc #:** 21930501 **Trx Code:** P01 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 540
Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 21-AUG-2006 **DIST(Mile):** 35303
Cust Comments: CUSTOMER PROVIDED COMPLIMENTARY LOANER VEHICLE
Tech Comments: 1 PROVIDED TRANSPORTATION WHILE VEHICLE IN FOR REPAIRS WAITING FOR FROD DSE

1FTWX33P45E[redacted] F7 T/F7 F T/BD T/CD T/E A1 T/BE T/YB 23-02-05 17-03-05 113155 USA 19 * 7D03 F81Z 15442 CA S09 V77 L26 42
AWS Claim Key: 5880753 **Doc #:** 22118201 **Trx Code:** E83 **Labor Hrs:** .2 **Labor Cost:** 20.01 **Material Cost:** 11.32 **Total Cost:** 31.33
Dlr Cd-Sub Cd: 04113-* **Name:** ROUTE 23 AUTO MALL, LLC **Ph:** 973-8380800 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 19-SEP-2006 **DIST(Mile):** 35500
Cust Comments: CS: REAR SIDE RUNNING LIGHT IS OUT NEEDS CLIP & BULB
Tech Comments: VERIFIED CONCERN REPLACE LEFT SIDE REAR FENDER LIGHT ASSEMBL Y CHECK OPERATION OK

Any comments? You can contact



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COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

PLYMOUTH SUPERIOR COURT
DOCKET #

[redacted]

Plaintiff,
v.

FORD MOTOR COMPANY,

Defendant.

COMPLAINT

PARTIES

1. Plaintiff [redacted]s an adult citizen and a legal resident of Wareham, Plymouth County, Massachusetts.

2. Defendant Ford Motor Company ("Ford") is a Michigan corporation with a principal place of business at The American Road, Dearborn, Michigan. Ford is the manufacturer of Ford brand vehicles, and also provides maintenance and repair services to those vehicles through its many dealerships and agents located throughout the United States, including the Commonwealth of Massachusetts.

3. Ford of Hyannis ("Hyannis") is a Massachusetts corporation with a principal place of business at 332 Falmouth Road, Hyannis, Massachusetts. Hyannis sells Ford brand vehicles to the general public, and is an authorized agent of Ford in the Commonwealth of Massachusetts.

JURISDICTION

4. This Court has jurisdiction over Ford pursuant to m.G.L. ch. 223A § 3(a).

5. Ford operates retail motor vehicle stores and service facilities in the Commonwealth of Massachusetts, and therefore venue is proper.

6. Further, Ford has voluntary appeared in Massachusetts, and has affirmatively solicited business from Massachusetts consumers, in addition to directly conducting business with Massachusetts citizens.

7. Venue is also proper because a substantial part of the events giving rise to this action occurred within Massachusetts.

FACTS

8. On or about March 31, 2005, Plaintiff purchased a new 2005 Ford F 250 from Hyannis, bearing the Vehicle Identification Number 1FTNF21[redacted]5E[redacted] the "Vehicle").

9. The Vehicle was manufactured by Defendant, and is now registered in the Commonwealth of Massachusetts.

10. The contract price of the Vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding certain other collateral charges not specified, totaled more than $34,542.56. A true and correct copy of the sales contract is attached hereto, made a part hereof, and marked Exhibit "A."

11. In consideration for the purchase of the Vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations and undertakings with respect to the reliability and workmanship of the Vehicle, and the remedial action that Defendant would undertake in the event that the Vehicle failed to meet the promised specifications.

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

13. The bargain between the parties included an express 3 year / 36,000 mile manufacturer's warranty and a 6 year/100,000 mile "Premium Care" extended warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual. A copy of said warranty is attached hereto, made a part hereof, and marked as Exhibit "B."

14. However, as a result of Defendant's ineffective repair attempts, the Vehicle has been impaired and is unable to be operated for all of its intended utilities.

15. Plaintiff may have resorted to Defendant's informal dispute settlement procedure.

16. However, 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).

17. Within the warranty period, Plaintiff complained to Defendant, either directly or through its agents, on at least three occasions, about defects or non-conformities in the Vehicle, as follows: fuel system defects, fuel leaks, vibration at idle, and Vehicle control problems, especially on rough roads. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "C."

18. Plaintiff avers that the Vehicle has been subject to additional repair attempts for defects and conditions that Defendant's warranty dealer failed to document.

19. Plaintiff avers that Defendant's warranty dealer failed to provide to him with all warranty repair receipts that were generated, or should have been generated, in conjunction with repairs or repair attempts on the Vehicle.

20. Plaintiff avers that Defendant's warranty dealer did not provide to him, or otherwise

maintain, technicians' notes of diagnostic procedures and repairs, in addition to Technical Service Bulletins issued by Defendant relative to the Vehicle's make and model.

21. On or about December 7, 2005, Plaintiff and/or Plaintiff's counsel informed Defendant that Plaintiff no longer wished to keep the Vehicle, and demanded that a substitution of collateral or repurchase of the Vehicle occur, in accordance with the Massachusetts new car Lemon Law.

Count I
Violation of m.G.L. ch. 90 § 7N ½

22. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

23. Defendant, through its authorized repair agent(s), made three or more repair attempts over more than fifteen (15) business days to address the same general defect in the Vehicle, without success.

24. Upon its failure to repair the Vehicle in three repair attempts, and within fifteen (15) business days in addition to one final repair attempt, Defendant failed to offer Plaintiff a substitution of collateral or repurchase of the Vehicle.

25. Defendant failed to provide Plaintiff with accurate warranty receipts of each and every repair attempted on the Vehicle.

26. Defendant sold Plaintiff a defective vehicle that has never met the original purpose of "dependable, reliable and safe transportation," and has hindered Plaintiff with consistent malfunctions, impairments of use, and threats to his physical well-being, along with the well-being of others.

27. Due to Defendant's violation(s) of m.G.L. ch. 90 § 7N1/2, Plaintiff has incurred damage as a result.

Count II
Violation of the Magnuson-Moss Warranty Improvement Act

28. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

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

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

31. The Vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

32. The Magnuson-Moss Warranty Improvement Act (the "Act") binds Defendant to all warranties implied by state law, in addition to those provided for in private transaction. Said warranties are imposed on all transactions in the state in which a vehicle is delivered.

33. Plaintiff avers that the provisions of the Act implicate and enhance all rights and remedies available under the Massachusetts UCC, as codified at m.G.L. ch. 106.

34. A violation of the Massachusetts UCC within a consumer transaction also constitutes a violation of the Act, and entitles a prevailing consumer under 15 U.S.C. § 2310(d)(2) to damages and attorney fees.

35. By the terms of the Defendant's oral and written warranties, affirmations, promises, and/or service contracts regarding the Vehicle, Defendant agreed to provide Plaintiff with a reliable vehicle in "new" condition, and to perform effective repairs on the Vehicle at no charge to Plaintiff.

36. Defendant failed to honor the express and implied warranties owed to Plaintiff, either under its own warranties or those constructed by Massachusetts law, and thereby violated the Magnuson-Moss Warranty Improvement Act.

37. By operation of the Massachusetts new car Lemon Law, codified at m.G.L. ch. 90 §

7N1/2, Defendant was obligated to repair any defects in the first year, or 15,000 miles of operation, of the Vehicle within three attempts or fifteen business days out of service.

38. As a direct and proximate result of Defendant's failure to comply with the implied and express warranties that accompanied Plaintiff's purchase of the Vehicle, 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.

39. Due to Defendant's violation of the Act, Defendant must reimburse Plaintiff for his reasonably incurred attorney's fees in accordance with the provisions of the Magnuson-Moss Warranty Improvement Act.

Count III
Violation of m.G.L. ch. 93A

40. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

41. Ford is a "person" and is engaged in "trade or commerce" within the meaning of m.G.L. ch. 93A.

42. William Stevens is a "person" within the meaning of m.G.L. ch. 93A § 1.

43. In accordance with the provisions contained in m.G.L. ch. 93A § 9(3), Plaintiff served upon Ford a written demand for relief over thirty days prior to the filing of this action Exhibit "D." Proof of receipt is attached hereto, made a part hereof and marked as Exhibit "E."

44. More than thirty days have expired since Ford's receipt of Plaintiff's Chapter 93A demand letter, and no reasonable offer of settlement has been received from Ford.

45. The conduct of Ford, as alleged herein, constitutes willful and knowing violations

EXHIBIT A

FORD

FORD OF HYANNIS
332 Falmouth Rd.
HYANNIS, MA 02601
(508) 775-5912
www.fordhyannis.com

PURCHASE CONTRACT
For Consumer Use Only

RO#

DEAL NO: 77576

DATE 31 MAR 2005 | ORDER No. | STOCK No. | SALES ASSOCIATE JONES, TIM

PURCHASER'S NAME(S) [redacted] | ADDRESS [redacted] | E-MAIL / HOME | E-MAIL / WORK

CITY [redacted] STATE | ZIP CODE | TEL. NO. BUSINESS [redacted] | BUYER DATE OF BIRTH [redacted] | BUYER LIC. NO. [redacted] | CO-BUYER DATE OF BIRTH | CO-BUYER LIC. NO.

ENTER MY / ORDER FOR (QUANTITY) 1 USED ☐ X (if applicable) | FORMER USE DEMONSTRATOR ☐ | FORMER LEASED CAR ☐ | FORMER DAILY RENTAL ☐

Year	Make	Model	Body Type	Model No.	Transmission	Cyl.	Pass.	Doors
05	FORD	F250	PU	F21	Standard ☐ (Speeds) Automatic ☐	8	3	2

Vehicle Identification No. [redacted] | Color 1st BLUE 2nd 3rd | Interior 1st 2nd 3rd | Top | Odometer 15 Miles ☐ Kilometers ☐ | Expected Delivery Date 31 MAR 2005

Additional Identification [redacted]

LIENHOLDER
Address SOVEREIGN BANK
City / State / Zip 525 LANCASTER AVENUE READING PA 19611

INSURANCE CO.
Agent / Branch SAFETY
Address / City

TRADE-IN
Year 98 | Make CHEV
Model | Type CP | Color GREY
V.I.N. CORV [redacted]
Odometer 55255 km. ☐) | Transmission ☐ Standard (Speeds) ☐ Auto
No. of Cyl. 8 | Pass. 2 | Doors 2
Salvage Title ☐ Yes ☐ No

PREVIOUS OWNER

City / State / Zip

LIENHOLDER
Address GMAC
City / State / Zip
Acct. No. | Check No.
Balance Due $ 16917.12

WARRANTY INFORMATION
☐ This vehicle carries an express warranty. You X may obtain a copy of such warranty from the dealer upon request. [ ].
☐ This vehicle does not carry an express warranty. [ ].
(InitialApplicableStatement)

Application For Title ☐ Buyer ☐ Dealer
☐ Application For New Reg. ☐ Buyer ☐ Dealer
☐ Application For Transfer Reg. ☐ Buyer ☐ Dealer

RECEIPT # _____
DATE _____ CUST. # _____
AMOUNT _____
☐ CASH ☐ CHECK ☐ CREDIT CARD

* Sales Tax amount is included in right hand column only when dealership check is issued in payment of Mass. Sales Tax.

Employer ID No.
Other
Price of Unit $ 29465.00

Additional Equipment/Items
R2000 Paint Sealant/Fabric Protector

USED CARS LIMITED POWERTRAIN WARRANTY
$100 DEDUCTIBLE
____ 90 Days or 3,750 Miles, Whichever Comes First
____ 60 Days or 2,500 Miles, Whichever Comes First
____ 30 Days or 1,250 Miles, Whichever Comes First

X _____ CUSTOMER SIGNATURE

1. Total Price		$ 29465.00
2. Credit/Over Allowance	$ 1418.00	
3. Trade-in Allowance	$ 15500.00	
4. Trade Difference (line 1 - lines 2 & 3)		$ 12547.00
5. *Mass. Sales Tax (% of line 4)		$ 502.35
6. Luxury Tax		$
7. Title Preparation		$ 5 00
8. Document Preparation		$ 131 00
9. Inspection Sticker		$ 29 00
10. Title Fee		$ 50.00
11. Registration Fee		$ 36.00
12. ESP/ESC		$ 3665.00
13. VSI FEE GAP FEE		$ 660.00
14. TOTAL CONTRACT PRICE (total of lines 4 through 13)		$ 17625.44
15. Balance Due on Trade-In		$ 16917.12
16. Total lines 14 and 15		$ 34542.56
17. Deposit	$ 1643.47	
18. Amount to be financed	$ 30398.09	
19. Rebate(s)	$ 2500.00	
20. Cash due on delivery	$	

CERTIFIED CHECK OR CASHIER CHECK ONLY FOR ALL COD'S

21. **TOTAL PAYMENT** (total of lines 17, 18, 19 and 20) (Line 21 must equal line 16) $ 34542.56

In the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of $ _____ may, at your option, be retained by you to compensate you in whole or in part for any losses sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damages sustained by you, you will promptly refund the difference to me.

[ ] Purchaser's Initials

ALL REBATES AND SALES INCENTIVES OFFERED BY THE MANUFACTURER OR DISTRIBUTOR ARE HEREBY ASSIGNED TO THE DEALER.
Purchaser's initials [ ]

THIS CONTRACT IS NOT BINDING UPON EITHER DEALER OR PURCHASER UNTIL SIGNED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE. PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL HE/SHE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCH[redacted] CELLATION TO THE DEALER.

The front and back of this order comprise the e[redacted] agreement between the dealer and purchaser an[redacted] other agreement or understanding has been ma[redacted] entered into. IF THIS AGREEMENT IS FOR A U[redacted] VEHICLE, THE INFORMATION YOU SEE ON [redacted] (FEDERAL TRADE COMMISSION) WINDOW F[redacted] IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. Purchaser represents and warrants that no credit other than that stated above has been extended to him/her by dealer. Purchaser represents and warrants that s/he has read and understands the materials printed on this motor vehicle purchase contract. Purchaser acknowledges receipt of a signed copy of this motor vehicle purchase contract.

X _____ Co-Purchaser's Signature

APPROVED-AUTHORIZED DEALER REPRESENTATIVE

Reynolds and Reynolds 1402156 O (11-04)

"LOOK OUT WORLD
HERE COMES FORD"

CAPE COD'S
LARGEST
FORD DEALER

Ford of Hyannis

332 Falmouth Road (Rt. 28)
Hyannis, MA 02601
Phone (508) 775-5912 • Fax (508) 775-0146

DEAL NO 77576

DATE 31 MAR 2005
YOUR ORDER NO. [redacted]
OUR ORDER NO.

[redacted]
WARREHAM MA [redacted]

Salesman JONES, TIM

New Car
Model 05 FORD F250
Color BLUE
Ignition Key No. 3 Deck Key No.
Motor No. 1FTNF21525[redacted]
Accessories

R662619

SALE PRICE:	29465.09
TAXES	502.35
ESP/ESC	3665.00
Documentation Fee	136.00
Registration Fee	36.00
Title Fee	50.00
VSI Fee	65.00
Inspection Sticker	29.00
GAP Ins	595.00
TOTAL PRICE:	34543.44
CASH:	1649.47
	2500.00
	30393.97
	0.88
	30393.09
	32051.21
	581.62
	1076.50
	32051.21

Used Car:
Make
Model
Motor No.
Serial No.
Purchased from

Finance Charges

Notes @ $ 962.00 Due to:

NEGOTIABLE INSTRUMENTS ARE RECEIVED AS CONDITIONAL AND NOT AS ABSOLUTE PAYMENT TITLE TO THE INVOICED ARTICLES ARE RETAINED IN SELLER UNTIL SUCH INSTRUMENTS ARE HONORED ON PRESENTMENT.

CUSTOMER'S NAME [redacted]

FORD OF HYANNIS

ODOMETER DISCLOSURE STATEMENT

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

I, [redacted] (transferor's name, Print)

st[redacted]ds 55254 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	CORVETTE	CP

VEHICLE IDENTIFICATION NUMBER	YEAR
1G1YY22G6W5[redacted]	98

X [redacted]
TRANSFEROR'S SIGNATURE

PRIN[redacted]

TRANSFEROR'S ADDRESS (STREET) [redacted]

CITY WAREHAM STATE MA [redacted] CODE

DATE OF STATEMENT 11 MAR 2005

X [redacted]
TRANSFEREE'S SIGNATURE

PRINTED NAME FORD OF HYANNIS

TRANSFEREE'S NAME FORD OF HYANNIS

TRANSFEREE'S ADDRESS (STREET) 133 FOLMOUTH ROAD

CITY BARNSTABLE STATE MA ZIP CODE 02601

CUSTOMER'S NAME [redacted]

STOCK NO. [redacted]

ODOMETER DISCLOSURE STATEMENT

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

I, FORD OF HYANNIS (transferor's name, Print) state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	F250	PU

VEHICLE IDENTIFICATION NUMBER	YEAR
1FTNF21525E[redacted]	05

X _____
TRANSFEROR'S SIGNATURE

FORD OF HYANNIS
PRINTED NAME

332 FALMOUTH ROAD
TRANSFEROR'S ADDRESS (STREET)

HYANNIS, MA — STATE — 02601 — ZIP CODE
CITY

31 MAR 2005
DATE OF STATEMENT

X _____
TRANSFEREE'S SIGNATURE

[redacted]
PRINTED NAME

[redacted]
TRANSFEREE'S NAME

[redacted]
TRANSFEREE'S ADDRESS (STREET)

WAREHAM — MA — STATE — [redacted] — ZIP CODE
CITY

Resource Life Insurance Company

A STOCK COMPANY
HOME OFFICE: GLENVIEW, IL
SERVICE CENTER: 1345 RIVER BEND DRIVE
DALLAS, TX 75247 (214) 634-7014
(herein called "the Company" or "We")

SCHEDULE

DATE OF FIRST PAYMENT: 15 MAY 2005

CERTIFICATE NUMBER: CC 17676

APPLICATION FOR INSURANCE
CREDIT LIFE - CREDIT DISABILITY

INSURED DEBTOR (herein called "You") | AGE [redacted]

CREDITOR (FIRST BENEFICIARY): [redacted] 19611

STREET ADDR [redacted]

CITY [redacted] MA [redacted] STATE | ZIP CODE

[redacted] AGENT | GROUP POLICY NO. [redacted]

332 FALMOUTH ROAD
HYANNIS, MA 02601

INSURED CO-DEBTOR (herein called "Co-Debtor") | AGE

DATE OF DEBT: MONTH MAR | DAY 31 | YEAR 2005 | TERM OF INS. 72

SECOND BENEFICIARY: SINGLE LIFE INSURANCE: Your spouse if living; otherwise, Your estate.
JOINT LIFE INSURANCE: the survivor between You and Your Co-Debtor, but if both die within 10 days of each other, to Your estate.
TO DESIGNATE A SECOND BENEFICIARY OTHER THAN AS ABOVE, CHECK BOX ☐ AND STATE RELATIONSHIP:
NAME:

LIFE INSURANCE			TOTAL DISABILITY INSURANCE - INSURED DEBTOR ONLY		
COVERAGE (ELECT)	PREMIUM CHARGE	INITIAL AMOUNT	PREMIUM CHARGE	MONTHLY PAYMENT	WAITING PERIOD
☐ SINGLE DECR. LIFE ☐ JOINT DECR. LIFE	$ 381.62	$ 22864.04	$ 1875.50	$ 362.88	You Must Be Disabled More Than 30 Days. Benefits Start With 31ST Day.
☐ SINGLE LEVEL LIFE ☐ JOINT LEVEL LIFE	$ N/A	$ N/A			

MAX. ELIGIBLE AGE AT END OF TERM OF INS.		APR	MAXIMUM TERM OF INSURANCE	MAXIMUM AMOUNT OF LIFE INSURANCE	MAXIMUM MONTHLY DISABILITY BENEFIT
LIFE	DISABILITY				
65 YEARS	65 YEARS	7.89	84 MONTHS	$63,000.00	$750.00

I hereby certify that I am in good health and that I am not now under treatment or receiving medical advice for any illness, disease, or physical or mental impairment. In addition, I have not been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex, or tested positive for antibodies to the AIDS virus. I certify that my age is correctly stated above. If applying for disability coverage, I also certify that I am gainfully employed and that I am capable of working at least 30 hours per week.
I make the above certifications with the intent of inducing Resource Life Insurance Company to issue the attached Certificate of Insurance. I understand that: (i) no person has the right to waive, change or modify this application or the attached Certificate of Insurance; (ii) any untruthful representation may be the basis for the [redacted] (iii) insurance coverage need not be purchased from the Creditor in order to obtain the loan; (iv) I have the option of [redacted] only to the Insured Debtor.

[redacted]

Debtor (First Signer of Contract) Date of Birth | Co-Debtor (Joint Life Insurance Only) Date of Birth

A-SNO-MA C-NFSA-MA Version 02

Resource Life Insurance Company

HOME OFFICE: GLENVIEW, IL
(herein called "the Company" or "We")

CERTIFICATE OF INSURANCE - Subject to the Terms and Conditions of the Group Policy
READ CAREFULLY - THIS INSURANCE MAY NOT COMPLETELY COVER YOUR LOAN

30-DAY FREE LOOK

You can void this certificate by giving Us written notice within 30 days after You receive it. We will refund all premiums paid for it.

THIS IS TO CERTIFY that eligible Debtors will be issued coverage as designated in the Schedule, effective on the Date of Debt, for which they: (i) have requested; (ii) are qualified; and (iii) have paid premiums.

TO BE ELIGIBLE, each Debtor must owe the Debt, and must have truthfully signed in person the Application. No Debtor is eligible for this insurance if he will attain his 66th birthday prior to the end of the Term of Insurance.

MISSTATEMENT OF AGE: If You misstated Your age and Your correct age exceeds the age limit, no insurance under this certificate will take effect. We will refund all premiums paid. If Your Insured Co-Debtor misstated his correct age exceeds the age limit, no Joint Life Insurance under this certificate will take effect. We will refund the difference between the Joint Life premium amount required for You with Single Life Insurance. Single Life Insurance (and Disability Insurance if applicable) will remain in force on You. If correctly states his over the age limit. We must refund the premiums within 90 days from the Date of Debt and prior to a claim. If We do not, the remain in force

RENEWAL OR REFINANCING OF THE DEBT: If the D on the Date insurance and this insurance terminates because the Debt is renewed or refinanced through the Group Policyholder, We will w the Insured C non-eligibility by reason of age for any credit insurance subsequently issued by Us on the renewed or refinanced Debt. This and remaining term of insurance in existence on the date the Debt was renewed or refinanced (excluding any refinancing charg to the amount of Debt al or refinanc shall not begin anew any provision of this certificate as that provision applies to the renewed or refinanced Debt (excluding a charges).

DEFINITIONS: partnerships, association eligible for this insurance) and includes borrowers of money, purchasers or lessees of goods, services or property fo is arranged through a cr

"Debtor" means a natural person (i.e., business entities ed to as "Insured Debtor," "D or "Debtor."

"Insured Debtor" means the first signer of the loan a and will be referred to as "Insured Co-Debtor," "Co-Debtor," or "Debtor."

"Insured Co-Debtor" means the second signer of the loan and will be referred to as "Insured Co-Debtor," "Co-Debtor," or "Debtor."

"Creditor" means the lender of money or vendor or lessor of goods, services or property, for which payment is arranged through a credit transaction.

"Debt" means the loan obligation to the Creditor, including finance charges, to which You and any Co-Debtor agree as of the Date of Debt.

"Schedule" means the above Schedule, and each reference and heading used in the Schedule carries the same meaning throughout this certificate.

"Total Disability" means Disability which begins while the coverage is in force and results from Sickness or Injury. During the first 12 consecutive months of Total Disability, You must be unable to perform the regular duties of the occupation You were engaged in at the time of loss. After the first 12 consecutive months of Total Disability, the definition changes and requires that You be unable to perform the regular duties of any occupation for which You are reasonably qualified by education, training or experience. You must be under the regular care and attendance of a licensed physician other than Yourself or a member of Your immediate family.

"Sickness" means an illness or disease; **"Injury"** means bodily injury caused by or resulting from an accident.

MP-NFSA-MA

C-NFSA-MA

INSURED/CUSTOMER COPY

LIFE INSURANCE

AMOUNT OF LIFE INSURANCE (Subject to the Maximum Amount of Life Insurance):

(i) **Decreasing Life Insurance:** If this coverage is in effect, the amount of life insurance in force is the amount equal to the Initial Amount of Life Insurance amortize for the Term of Insurance by using the APR in the Schedule.

(ii) **Level Life Insurance:** If this coverage is in effect, the amount of life insurance in force is the Initial Amount of Level Life Insurance stated.

(iii) **Combination:** If both Decreasing Life Insurance and Level Life Insurance are in effect, the amount of life insurance in force is the sum of the amounts of lif insurance determined in (i) and (ii) above. This sum must not exceed the Maximum Amount of Life Insurance.

WHAT WE WILL PAY:

Single Life Insurance Benefit: If You die while Single Life Insurance is in effect, We will pay the amount of life insurance in force at the time of Your death, upon receip of due proof of loss.

Joint Life Insurance Benefit: If You and/or Your Insured Co-Debtor die while Joint Life Insurance is in effect, We will pay, upon receipt of due proof of loss, the amour of life insurance in force at the time of death of the first to die. Only one death benefit is payable under this certificate.

Suicide: If Your death results from suicide, while sane or insane, within two years of the Date of Debt, Our liability will be limited to an amount equal to all life insuranc premium paid plus any unearned disability premium as of the date of death. All coverage under this certificate will stop on the date of death.

If Joint Life is elected and the Co-Debtor's death results from suicide, while sane or insane, within two years of the Date of Debt, Our liability will be limited to an amour equal to the difference between the Joint Life Insurance premium charged and the amount of premium required to provide You with Single Life Insurance coverage. A coverage on You will remain in force.

TOTAL DISABILITY INSURANCE

On Insured Debtor only - Insured Co-Debtor is not covered

WHAT WE WILL PAY:

Monthly Disability Benefit: The amount of the Monthly Disability Benefit will be the Maximum Monthly Disability Benefit or Your Monthly Payment, whichever is les Upon receipt of notice and due proof of loss, We will pay a Monthly Disability Benefit for each calendar month of incurred Disability. Benefits for less than a calend month will be calculated at 1/30th of the Monthly Disability Benefit for each day of covered disability. After You have been continuously Totally Disabled for more tha the number of days stated in the Waiting Period, Disability Benefits will begin on the date stated in the Schedule. Disability Benefits end when: (i) You are no longe Totally Disabled; or (ii) benefits are paid to the end of the Term of Insurance; or (iii) a death benefit is paid.

WHAT WE WILL NOT PAY:

Total Disability Not Covered: We will not pay a disability claim if Your Total Disability is caused by or results from: (i) normal pregnancy; (ii) intentionally self-inflicte injury; (iii) foreign residence; (iv) flight in any aircraft other than a commercially scheduled aircraft; (v) war or any act of war; or (vi) pre-existing illness, disease physical condition for which You received medical advice, consultation, diagnosis or treatment during the six month period immediately preceding the Date of Debt an which caused Your Total Disability to commence within six months after the Date of Debt.

GENERAL PROVISIONS

Amounts Not Covered:

(i) **Maximums:** No insurance coverage will be issued to You, or Your Co-Debtor, which exceeds the maximum stated in the Schedule or which exceeds the amou of the Debt. Such insurance never takes effect and We will refund any premium paid for it. Insurance on any person insured under the Group Policy, whether insure under one or more certificates, shall not exceed the Maximum Amount of Life Insurance or the Maximum Monthly Disability Benefit stated in the Schedule. Th excess insurance shall be void, and any insurance charge to the Debtor for such excess will be refunded.

(ii) **Partial Life Coverage:** If the Initial Amount or the Term of Insurance is less than the initial amount or the term of the Debt, the Life Insurance Benefit may n completely pay off the Debt. See "Amount of Life Insurance."

(iii) **Partial Disability Coverage:** If the Monthly Disability Benefit or the Term of Insurance is less than the Monthly Payment or the term of the Debt, this insuranc will not completely cover the Debt. You will be responsible for any uninsured portion of your Monthly Payment.

(iv) **Debt Increases:** This insurance does not cover late charges or any other amount added to the Debt after the Date of Debt.

What the Contract Is and How Your Statements Affect It: This certificate, the attached Application for Insurance, and the Group Policy are the complete contract insurance. No statement can be used to void this certificate unless it is in the signed Application. This certificate shall be incontestable after it has been in force, durir the lifetime of the Debtor, for two years from its date of issue. No statement relating to insurability shall be used to contest the insurance after the expiration of suc two year period. All statements made by the Debtor shall be deemed representations and not warranties.

Rules for Filing a Claim: Written notice of Your claim must be furnished within 30 days after Your loss occurs or as soon as reasonably possible. We will send pro of loss forms within 15 days. If We do not send forms within 15 days, the claimant can: (i) if filing a life claim, send Us due proof which must include a certified cop of the death certificate with a written statement regarding the death; or (ii) if filing a disability claim, send Us written proof signed by a licensed physician of Your Tot Disability including the dates, cause and seriousness. Proof of loss for Total Disability must be sent to Us no later than 90 days after (i) the insured Total Disability end or (ii) disability insurance stops, whichever occurs first. If it is impossible to file proof of loss within such 90 day period, proof must be filed as soon as possible, b in no event later than one year from the time proof was due, except in the event of legal incapacity. You will be required to provide Us with monthly written proof Your continuing disability.

Who We Will Pay: Benefits are payable to the Creditor to pay off or reduce the Debt. If benefits exceed the balance of the Debt, the difference will be paid to You, living, and to the Second Beneficiary if You are deceased. If Joint Life Insurance is in effect, benefits are payable to the survivor between You and Your Co-Debtor. both die within 10 days of each other, benefits are payable to Your Estate.

When Insurance Stops: All insurance under this certificate shall terminate on the earliest of the following dates: (i) at the end of the Term of Insurance; (ii) on the da the Debt is discharged or otherwise stops; (iii) upon legal repossession of the collateral given as security for the Debt; (iv) upon Our receipt of Your written request stop the insurance; (v) upon the death of the Insured Debtor; or (vi) upon payment of death benefits. Termination of coverage shall be without prejudice to any clai incurred prior to termination.

Refunds: If the insurance stops before the end of the Term of Insurance, We will on written notice refund any unearned premium. We will pay it to the Creditor to redu or pay off the Debt. Any remainder will be paid to You. Refunds of less than $1.00 will not be made. Refunds will be computed as of the date the insurance stops by the Actuarial Method as defined in Massachusetts Statute 255D:26(C) for Decreasing Life and Total Disability Insurance; and (ii) by the Pro Rata method for Lev Life Insurance. No refund will be made for life premium if insurance stops due to payment of a death claim. For the purposes of determining months expired, 16 da or more shall be considered a full month.

Legal Action: You cannot start any legal action until 60 days after You send Us proof of loss or more than three years after proof of loss is due.

Gender Usage: When a pronoun is used in the male gender (i.e., he, his, him), it is understood to include the female gender, unless indicated otherwise.

Physical Examination and Autopsy: We have the right to examine Your person at Our expense as often as is reasonably required while a disability claim is pending. W also may request an autopsy be made at Our expense if it is not forbidden by law.

Authority: No agent has the authority to change or amend the provisions or exceed the maximum limits stated in this certificate.

Conformity With State Statutes: Any part of the Group Policy which on the Effective Date of the Group Policy conflicts with the statutes of the state where the Gro Policy was delivered is changed to conform with the minimum standards of those statutes.

[redacted] Secretary

[redacted] President

OPTIONAL GUARANTEED ASSET PROTECTION (GAP) — CONTRACT AMENDMENT

THIS IS AN AMENDMENT TO THE RETAIL INSTALLMENT SALES CONTRACT OR LEASE CONTRACT (REFERRED TO AS THE "CONTRACT") BETWEEN THE DEALER/LESSOR AND **YOU**, THE BUYER/LESSEE, LISTED BELOW.

AMENDMENT NO. H[redacted]13040

Vehicle

VIN 1FTNF21525E[redacted]	XX ☐ NEW (UNTITLED) ☐ PRE-OWNED (PREVIOUSLY TITLED)		
MAKE FORD	MODEL F250	YEAR 2005	ODOMETER 15

Buyer/Lessee

NAME [redacted]	STREET [redacted]	
CITY WAREHAM	STATE MA [redacted]	TELEPHO [redacted]

Dealer/Lessor

Dealer/Lessor #

NAME FORD OF HYANNIS	STREET 332 FALMOUTH ROAD	
CITY HYANNIS, MA	STATE	ZIP 02601
	TELEPHONE ( ) 508-775-5912	

Creditor

NAME SOVEREIGN BANK	TELEPHONE ( )

TYPE OF FINANCING: ☐ CONVENTIONAL LOAN ☐ OTHER LOAN (DEFERRED, BALLOON, ETC.) ☐ LEASE

DATE OF CONTRACT 03/31/05 DATE OF FIRST PAYMENT 05/15/05 A.P.R. 7.89

CONTRACT TERM: 72 (LOANS MAY NOT EXCEED 84 MONTHS) (LEASES MAY NOT EXCEED 60 MONTHS)

AMOUNT FINANCED: [redacted] TOTAL OF PAYMENTS [redacted] (MAY NOT EXCEED $60,000)

BALLOON/RESIDUAL AMOUNT: _____ GAP CHARGE: $ 595.00

IMPORTANT INFORMATION REGARDING OPTIONAL GAP. PLEASE READ.

I. KEY INFORMATION

1. **You** might not need GAP depending on how much of a down payment (including trade-in value) **You** made on **Your Vehicle**, the term of **Your** Contract, the make of **Vehicle** and other considerations.
2. **You** may purchase GAP only at the time **You** sign **Your** Contract to purchase or lease the **Vehicle** from the Dealer/Lessor.
3. **You** may wish to consult an insurance agent to determine whether alternative programs or products are available and at what cost.
4. In cases of **Transfer of Equity** (See definition on page 2), GAP is transferable.
5. The GAP payment may decrease over the term of the Contract.
6. GAP terminates if **You** refinance the Contract to which this Amendment refers. **You** are entitled to a refund of the GAP charge as of the date of the refinance.
7. **You** are not required to purchase GAP to obtain credit or any particular or favorable credit terms. It is completely voluntary and optional.
8. GAP is not a substitute for nor does it provide any insurance coverage for **You** or the **Vehicle**, such as collision, bodily injury, property damage, or liability.
9. Extensions, Holiday or Deferred Payments, which are not part of the scheduled Contract payments, are considered late payments.
10. GAP does not provide any benefit for lost cash down payment, trade equity or interest after the **Date of Total Loss**.
11. There is no GAP payment in the event that there is no **Deficiency Balance**.

II. GAP CONTRACT AMENDMENT

If **You** purchase optional GAP and pay the GAP charge shown above, **Your** Contract with the Dealer/Lessor is amended by adding the following and subject to the provisions on the following page:

"If the Insurance Company providing physical damage coverage on the **Vehicle** described above determines that the **Vehicle** is a **Total Loss**, then **You** will be responsible for paying only the following to the **Creditor You** make payments to under the Contract:

1. A) The **Value of the Vehicle** as determined by the cash pay out of the physical damage insurance company on the **Date of Total Loss** or the NADA retail value of the **Vehicle**, whichever is greater, plus any deductible over $1,000 which reduces that settlement, or
   B) If there is no physical damage insurance in effect on the **Date of Total Loss**, the average retail price of the **Vehicle** on the **Date of Total Loss** based on a current edition of the NADA Used Vehicle Pricing Guide.
   You will also be responsible for any early termination fees, late or deferred payments and charges, interest after the **Date of Total Loss**, and refundable portions of any cancelable add-ons such as mechanical repair agreements, credit life insurance or pre-paid maintenance agreements.
2. In addition to the above, **You** will be responsible for any portion of a **Deficiency Balance** that results from the **Amount Financed** that exceeded 150% of the **Retail Value** of the **Vehicle**.

CANCELLATION PROVISIONS

You may cancel GAP at any time prior to the occurrence of a loss for a refund of all or part of the GAP Charge by notifying **Us** or the **Administrator**, in writing, that **You** want to cancel. If **You** notify **Us** or the **Administrator** within thirty (30) days from the **Date of Contract**, there will be a full refund of the GAP Charge. After thirty (30) days the refund will be calculated on a pro-rated basis.
Any refund will be sent to **Your Creditor**. Claim drafts will be single party, made payable and mailed to **Your Creditor**.
Under no circumstances will this Amendment be reinstated after a cancellation has been processed.
This Contract Amendment includes all provisions on this, as well as, the following page and is binding on any **Creditor**."

By signing below the Dealer/Lessor acknowledges that all sections of this Amendment have been reviewed with the Buyer/Lessee.

By signing below I, the Buyer/Lessee acknowledge that I have requested GAP coverage, read all sections of this Contract Amendment including the provisions on the following page, received a copy of it, understand it and agree to pay the GAP Charge stated above.

I acknowledge:
1. GAP is optional and I am not required to buy it.
2. GAP does [redacted]
3. I must hav[redacted] of Contrac[redacted]

DEALER/LESSOR _____ DATE: 31 MAR 2005

BUYER/LE[redacted] DATE: 31 MAR 2005

GAP-67 (12/03)

GAP-67 (12/03) (REORDER STOCK NUMBER)

BUYER/LESSEE COPY

GUARANTEED ASSET PROTECTION (GAP) PROGRAM

This GAP Contract Amendment (the "Amendment") is between the Buyer/Lessee and the Dealer/Lessor indicated on the fr
of this form and covers only the original Contract for the purchase/lease of the **Vehicle**.

SECTION 1 – DEFINITIONS

Administrator means Automotive Warranty Services, Inc. P.O. Box 806218, Chicago, IL. 60680-9741, phone numb
(877) 394-1206.

Amount Financed means the total "amount financed" in the original retail installment sales or lease Contract.

Balloon/Residual Amount means the amount payable as a lump sum at the termination of the original retail installment sale
or lease Contract.

Creditor means any entity that purchases or accepts assignment of the original Contract. **Creditor** does not include an enti
that pays-off the original Contract.

Date of Contract means the date **You** purchase or lease **Your Vehicle** and the effective date of this Amendment as indicate
on the front of this form.

Date of Total Loss means the date **Your Vehicle** is initially damaged or stolen which ultimately results in a **Total Loss**.

Deficiency Balance means the difference between the amount **You** owe **Your Creditor** based on the early terminatic
provisions of **Your** Contract and the **Value of the Vehicle**, plus up to $1,000 of **Your** insurance deductible, if applicabl
resulting from the early termination of **Your** Contract due to the **Total Loss** of **Your Vehicle**.

Retail Value means Manufacturer's Suggested Retail Price for new **Vehicles** and the NADA retail for used **Vehicles** as of tl
Date of Contract.

Total Loss means because of theft of or accidental damage to **Your Vehicle** one of the following occurs:

1) **Your Vehicle** is declared a **Total Loss** by **Your** physical damage insurance carrier,
2) no physical damage insurance is in force and **Your Vehicle** is stolen and not recovered within thirty (30) days of the da
of the theft, or
3) no physical damage insurance is in force and the total cost to repair **Your Vehicle** as a result of an accident is greater th
or equal to its cash value immediately before the accident as determined by the most current NADA Retail Used Car Guic

Transfer of Equity means that **You** are selling **Your Vehicle** to a person who assumes the obligation to pay payments to tl
Creditor who purchases or accepts assignment of the original Contract. **Transfer of Equity** does not apply to refinancing

Value of the Vehicle means the value as determined by the physical damage carrier or the NADA retail value, whichever
greater, and does not include towing charges, rental fees, storage charges, salvage value or any prior damage deduction.

Vehicle means the **Vehicle** indicated on the front of this form.

We, **Us** and **Our** mean the Dealer/Lessor indicated on the front of this form that provided the original financing for Yo
Vehicle, or any entity who subsequently purchases or accepts assignment of the original Contract.

You and **Your** mean the Buyer/Lessee indicated on the front of this form or an individual to whom this Amendment
transferred in cases of **Transfer of Equity**.

SECTION 2 – ASSIGNMENT

We agree to assign any and all rights under this Amendment to any subsequent assignee of the Contract covered by t
Amendment. All holders and assignees of this consumer credit transaction are subject to all claims and defenses, which Y
could assert against **Us** resulting from **Your** purchase of Guaranteed Asset Protection. The Assignee agrees, by acceptar
of this Amendment to the Contract by assignment, to waive **Your** liability for the difference between the amount ow
(excluding late payments, cancelable insurance and/or other charges, and any portion of a deficiency balance that resul
from an amount financed in excess of 150% of the **Retail Value** of the **Vehicle**) under **Your** Contract, and the **Value of T**
Vehicle as of the **Date of Total Loss** of the **Vehicle**.

SECTION 3 – EXCLUSIONS

This Amendment does not apply:

1. If the **Vehicle** to which this Amendment refers is refinanced.
2. When the **Date of Total Loss** occurs prior to the **Date of Contract** or after the original Contract term.
3. When the **Date of Total Loss** occurs during or after repossession or confiscation of **Your Vehicle**.
4. To any loss arising from fraud, material misrepresentation of fact or falsification of documents.
5. To theft or damage to **Your Vehicle** that does not constitute a **Total Loss**.
6. To any single pay loan or other Contract for which scheduled payments are made less frequently than once every twc
   months.
7. To any retail Contract with a term greater than eighty-four (84) months or lease Contract with a term greater than sixty
   months.
8. To **Vehicles** used for carrying goods or passengers for compensation or any truck or van weighing over 10,000 lbs. G.\

SECTION 4 – LIMIT OF LIABILITY

Our limit of liability under this Amendment shall be as stated on the front of this form under Section II. GAP CONTR,
AMENDMENT.

SECTION 5 – NOTIFICATION OF LOSS

What **You** must do if **Your Vehicle** is declared a **Total Loss**:

Within ninety (90) days after **Your Vehicle** is stolen or declared a **Total Loss**, or within ninety (90) days after receiving \
insurance company's settlement or within ninety (90) days from the date the **Creditor** notifies **You** of any **Deficiency Bala**
owing, whichever happens later, **You** must send the following information to **Us** or the **Administrator** named above:

1. A copy of **Your** insurance company's settlement with **You**, such as a copy of the insurance company's check or settler
   statement that indicates the amount of the physical damage deductible. If **You** do not have physical damage insuranc
   copy of the police theft or accident report that identifies **Your Vehicle** by VIN number.
2. A copy of this GAP Amendment.
3. A copy of both sides of **Your** Retail Sales Contract/Buyer's Order or Lease Contract.
4. A detailed calculation by the **Creditor** of the amount **You** owe resulting from the early termination of **Your** Contract.
5. A copy of **Your Creditor's** pay-off statement at the time of loss or theft.
6. A copy of any refund check or cancellation form showing the refund amount for any credit insurance or mechanical r
   coverage that **You** may have purchased and financed with the original Contract. (Note: Contact the Dealer that sol
   coverage.)
7. If available, a copy of the Window Sticker or **Vehicle** Invoice showing the Manufacturer's Suggested Retail Price
   Vehicle was purchased/leased new.

Claim drafts will be single party, made payable to and mailed to **Your Creditor** and applied to **Your** Contract balance.

GAP-67

ERVICE CONTRACT AND/OR MAINTENANCE PLAN - PPLICATION, TERMS & CONDITIONS

)RD MOTOR SERVICE COMPANY in all states except AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI.
)RD MOTOR COMPANY or the SELLING DEALER in AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI,
). BOX 6045, DEARBORN, MICHIGAN 48121, 800-392-FORD - Please refer to the State Specific
ovisions in the attached Agreement.

EXTENDED SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number ("VIN") (17 Digits) | Signature Date | Warranty Start Date

CONTRACT TYPE: ☐ New Plan ☐ Used Plan

ehicle Make _____ Model _____ Year _____

☐ Diesel ☐ Commercial Business Use ☐ SHO, Turbo, Rotary, Supercharger, 4-Wheel/All Wheel Drive, Snow Plow

☐ New Plan purchased after 12 months / 12,000 miles from Warranty Start Date, whichever occurs first. (Not applicable for RentalCARE)

; this a police vehicle? ☐ Yes ☐ No (If yes, refer to Police Price Sheet)

SECTION B - DEALERSHIP INFORMATION SCHEDULE

ealership Name | ( ) Dealership Phone Number | Dealership Address ( ) Dealership Fax Number

ealership Signature

P&A Code

NOTE: Register contract via ESPS and retain copy in customer's file at dealership.

SECTION C - PLAN INFORMATION - TYPES OF NEW PLANS

NEW PLAN - CORE COVERAGES (Fleet and Non-Fleet)

] PowertrainCARE ☐ BaseCARE *Is the vehicle a Certified Pre-Owned Vehicle?* ☐ Yes ☐ No

] ExtraCARE ☐ PremiumCARE

NEW PLAN - FLEET MAINTENANCE & WEAR OPTION

] Fleet Coverage including "Maintenance & Wear" services (Normal Schedule)

] Fleet Coverage including "Maintenance & Wear" services (Optional Schedule)

OPTIONS & DEDUCTIBLES - NEW PLAN - CORE COVERAGES (Fleet or Non-Fleet)

] $ 0 Deductible *(Standard for Fleet Plans with Maintenance & Wear)*

] $ 50 Deductible *(Standard for Incomplete Vehicles)*

] $100 Deductible *(Standard for New Plan Core Coverages)*

] $200 Deductible *(75,000 or 100,000 mile plans only - Not available for Certified Pre-Owned Vehicle Upgrades)*

] First Day Rental *(Not available for Competitive Make Vehicles)*

] Disappearing Deductible *(Not available for Competitive Make Vehicles)*

] Road Hazard Tire Coverage *(Not available for Competitive Make Vehicles)*

NEW PLAN - RENTALCARE COVERAGE

☐ RentalCARE Coverage

There are no deductible or optional coverages with RentalCARE Coverage

NEW PLAN - SCHEDULED MAINTENANCE PLAN COVERAGES

☐ Premium Maintenance Plan - (Normal Schedule) Coverage

☐ Premium Maintenance Plan - (Optional Schedule) Coverage

☐ Extra Maintenance Plan (Normal Schedule) Coverage

☐ Extra Maintenance Plan (Optional Schedule) Coverage

OPTIONS & SURCHARGES

☐ First Day Rental (Premium Maintenance Plans Only

☐ Compressed Natural Gas/Liquid Propane Gas Surcharge

The standard deductible is $0 for all Scheduled Maintenance Plan Coverages.

NEW PLAN - COMPRESSED NATURAL GAS/ LIQUID PROPANE GAS COVERAGE

☐ Compressed Natural Gas/Liquid Propane Gas Coverage (Ford Authorized Alternative Fuel Vehicles Only)

The standard deductible is $50 for Compressed Natural Gas/Liquid Propane Gas Coverage.

SECTION D - TYPES OF USED PLANS

USED PLAN - CORE COVERAGES

] PowertrainCARE ☐ BaseCARE

] ExtraCARE ☐ PremiumCARE

The standard deductible for Used Plan Coverages is $100.

USED PLAN - OPTIONS & DEDUCTIBLES

☐ Disappearing Deductible ☐ $50 Deductible ☐ $200 Deductible

USED PLAN - ELECTRIC VEHICLECARE COVERAGES

☐ Electric VehicleCARE Coverage (Ford Authorized Electric Vehicles Only)

The standard deductible for Electric VehicleCARE Coverage is $100

SECTION E - LIENHOLDER

ervice Contract Lienholder: _____

(You are not required to finance your service contract. You may purchase the service contract by cash or unsecured credit card.)

SECTION F - WHEN YOUR AGREEMENT BEGINS AND ENDS / COVERAGE COSTS

FOR ALL "NEW PLAN" AGREEMENTS - Coverage ends at THE EARLIER OF: i) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, ii) HE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE WARRANTY START DATE OR ZERO MILES, whichever limitation, Miles or Months, :curs first.

FOR "USED PLAN" AGREEMENTS:

FOR USED PLAN AGREEMENTS ON ELIGIBLE FORD, MERCURY AND LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY EMAINING AT THE TIME OF THE AGREEMENT'S PURCHASE – Coverage ends at THE EARLIER OF: i) THE NUMBER OF MONTHS YOU HAVE JRCHASED, OR, ii) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE EXPIRATION OF THE NEW VEHICLE LIMITED WARRANTY, hichever limitation, Miles or Months, occurs first.

FOR USED PLAN AGREEMENTS ON ELIGIBLE FORD, MERCURY AND LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED ARRANTY REMAINING, AND FOR ALL ELIGIBLE PRE-OWNED COMPETITIVEMAKE VEHICLES (REGARDLESS OF WARRANTY STATUS) – overage ends at THE EARLIER OF: i) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, ii) THE NUMBER OF MILES YOU HAVE JRCHASED, FROM THE SIGNATURE DATE OR SIGNATURE MILEAGE, whichever limitation, Miles or Months, occurs first.

Plan / Coverages	Months Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
:ore Coverages: Vew or Used Plans)			$	$	$
:cheduled Maintenance Plan :overages: (New Plan Only)			$	$	$
)ther: Vew or Used Plans)			$	$	$
:tarting Distance:		Totals	$	$	$

SECTION G - NEW PLANS - FLEET PLANS

LEET REGISTRATION SCHEDULE: *If any Core Plan is elected for a Fleet, then such coverage shall be in force for each Vehicle listed by VIN in the Fleet Registration Schedule below:*

	Warranty Start Date	Mileage at Agreement Inception	Vehicle Identification Number (17 Digits)	Purchase Price
1				$
2				$
3				$
4				$
5				$
			SUBTOTAL	$
			SALES TAX	$
			TOTAL PURCHASE PRICE & SALES TAX	$

eet Code: Fleet Branch Code:

N ("Fleet Identification Number") Code:

NOTICE TO AGREEMENT PURCHASER (WASHINGTON ONLY):

1) In order to maintain your coverage under this Agreement, You must maintain the Vehicle consistent with the schedule and record keeping requirements contained in the Provision entitled **"Your Responsibilities For Care of the Vehicle".**

2) The work and parts provided by this Agreement depend on the coverages You have elected. Detailed discussions of the work, services and parts provided are contained in the following Provisions. See this Agreement's Table of Contents for the location of each Provision:

a) **Roadside Assistance Coverage**
b) **Road Hazard Tire Coverage**
c) **What this Agreement Covers**
d) **Covered Items - "PowertrainCARE"**
e) **Covered Items - "BaseCARE"**
f) **Covered Items - "ExtraCARE"**
g) **Covered Items - "PremiumCARE"**
h) **Covered Items - New Plan - "Scheduled Maintenance Plan Coverages"**
i) **Covered Items - New Plan "RentalCARE Coverages"**
j) **Covered Items - Used Plan - Electric VehicleCARE Coverages**
k) **Covered Items - New Plan - Compressed Natural Gas/Liquid Propane Gas Coverages**
l) **Covered Items - Limo Coverages**

3) The Time and Mileage Limitations of this Agreement are contained in this Application in the Section entitled **"When Your Agreement Begins and Ends / Coverage Costs".**

4) The Vehicle's **IMPLIED WARRANTY OF MERCHANTABILITY NOT WAIVED:** The Implied Warranty of Merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the purchase date of the Vehicle from the dealer who also sold the Vehicle.

5) Detailed discussions of what work, services or parts are not covered by this Agreement are contained in the Provision entitled **"What is Not Covered by this Agreement".**

6) Detailed discussions of your right to return this contract for a refund are contained in the Provisions entitled: **"Your and Our Rights to Cancel this Agreement & Related Refunds".**

Notice Acknowledgement: _____ Agreement Purchaser Signature (not valid without signature)

NOTICE TO AGREEMENT PURCHASER (MISSISSIPPI ONLY):
IMPORTANT NOTICE ABOUT YOUR SERVICE CONTRACT COVERAGE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY.

A) This Service Contract Agreement, including the Application, invokes arbitration under the Federal Arbitration Act. Either You or We may elect binding arbitration to resolve disputes under this Service Contract Agreement.

B) If either You or We decide to arbitrate a dispute regarding any aspect of this Service Contact Agreement or the Application and the sale of the service contract, an arbitrator will resolve the dispute. If arbitration is selected to resolve the dispute, both parties waive their rights to resolve the dispute in a court proceeding.

C) In an arbitration, one or more of the arbitrators (who are neutral decision-makers) render a decision after hearing the arguments from all parties. Arbitration takes the place of a trial and disputes are decided by arbitration, not a judge or jury.

D) You and We are bound by the decision of the arbitrator and the results of the arbitration are binding and final and may not be appealed to a court.

E) If You need additional information regarding the arbitration provision in the Service Contract Agreement, please call the toll free assistance line at 800-392-FORD.

F) You have 5 days from delivery of this Service Contract Agreement to reject the Service Contract Agreement if You do not want to accept this binding arbitration provision. If You reject the Service Contract Agreement, You do not have the service contract coverage it provides and You are entitled to a full refund of the amount You paid. If you do not reject the Service Contract Agreement within 5 days, you have accepted it.

I acknowledge that I have read and understood the foregoing notice regarding binding arbitration:

_____
Agreement Purchaser Signature (Service Contract is not valid without signature)

Sovereign Bank

RETAIL INSTALMENT CONTRACT

DEAL # [illegible]

Date 31 MAR 2005

Dealer Number 022096299

If this box is checked, this is a simple interest contract ***WITH*** a "Balloon Payment" as the last scheduled payment. If this box is not checked, this is a simple interest contract ***WITHOUT*** a "Balloon Payment" as the last scheduled payment.

Buyer (and Co-Buyer) Name and Address (include Zip Code) Each Called "YOU."	Creditor – Seller Name and Business Address
[redacted] WAREHAM MA [redacted]	FORD OF HYANNIS 332 FALMOUTH ROAD 02601 HYANNIS, MA

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee.

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	05	FORD F250	PU	1FTNF21525[redacted]	

If truck or recreational vehicle – Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for personal, family or household, business, or commercial purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 4150.35
7.09 %	$ 8410.55	$ [illegible]	$ 40663.75	$ 44620.11

PAYMENT SCHEDULE: Your payment schedule will be 72 monthly payments of $ [illegible] each, due on the same day of each month starting on 15 MAY 2005.

BALLOON PAYMENT: If this Contract is checked with "Balloon Payment" above, your payment schedule will be ..... monthly payments of $..... each, due on the same day of each month starting on ....., and then your last payment will be $....., due on ..... .

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: you are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If a payment is more than fifteen days late, you will be charged a late charge of $5.00 or five percent of the unpaid amount of the instalment, whichever is less.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price (including any accessories, services, and taxes):		$ 29967.44
2. Downpayment:		$ 1649.47
A. Cash Downpayment		$ 2500.00
B. Manufacturer's Rebate Applied to Downpayment		$ 16918.00
C. Trade-in (Your trade-in is a 98 CHEV LUMI)		$ 16917.12
1. Value of Trade-in		$ 25817.00
2. Lien Payoff to		
3. Unpaid Balance of Cash Price (1 minus 2A minus 2B minus 2C1 plus 2C2):		
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies*:		$ 150.00
1. Vendor's Single Interest Insurance		$ 511.12
2. Optional Credit Life Insurance		$ 1276.50
3. Optional Credit Accident and Health Insurance		
B. Amounts Paid to Public Officials:		$ 35.00
1. Government License and/or Registration Fees		$ 50.00
2. Certificate of Title Fees		$
3. Lien Recording Fees		$
4. UCC Filing Fees		$ 120.00
C. Seller's Documentary Fee (not a governmental fee)		$ 465.00
D. Other Charges (Describe who will receive payment and purpose)*		$ 70.00
1. To ..... For ESP/ESC		$ 525.00
2. To FORD OF HYANNIS For Inspection Sticker		
3. To ..... For GAP PROTECTION		

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more).

BALLOON PAYMENT: IF THIS CONTRACT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS CONTRACT IS NOT PAYABLE IN INSTALMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. The paragraph on the reverse entitled "LAST PAYMENT OPTIONS" applies and the odometer reading referred to in Section (B)(5) of such paragraph is .....miles.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

(Street, Town and State)

PROPERTY INSURANCE AND VENDOR'S SINGLE INTEREST INSURANCE: Property insurance is required, but you can obtain property insurance from anyone you want that is acceptable to us. (We may withhold approval only for reasonable cause.) You must obtain Vendor's Single Interest Insurance ("VSI") which you may purchase from anyone you want that is acceptable to us. We may withhold approval only for reasonable cause. If you get VSI through us, the cost is shown in Item 4. A1 above. **VSI only protects our interest in the property. See Section "Required Physical Damage Insurance" on the reverse side.**

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

XX Life (Buyer Co-Buyer Both) at a premium of $ 561.62 for a term of 72Months

Credit life insurance will pay your debt on this Contract up to $ 32051.21

XX Disability, Accident and Health (Buyer Only) at a premium of $ 1076.50 for a term of 72Months

Credit disability, accident and health insurance will pay your debt on this Contract up to $ 32051.21

The name of the insurer is RESOURCE LIFE INS of CHICAGO, IL

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and may receive a part of the Finance Charge.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO THE BUYER: 1. Do not sign this contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to an exact copy of the contract you signed. 3. Under the law, you have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

By signing below, you agree to be bound by all of the Sections of this Contract, including the Sections on the reverse side and you also expressly agree with us to the arbitration provision on the reverse side. You also agree that we may rely on the fact that you have read, understand and agree to that provision. YOU AGREE AND UNDERSTAND THAT DISPUTES MAY BE RESOLVED BY ARBITRATION INSTEAD OF LITIGATION IN COURT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF SOVEREIGN BANK'S PRIVACY POLICY.

By signing below, you acknowledge that you have received a completely filled-in copy of this contract signed by the Seller on the date of this contract.

Buyer Signs _____ (Seal)

Co-Buyer Signs _____ (Seal)

Creditor-Seller Signs _____

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS

LAST PAYMENT OPTIONS: If this Contract has a BalloonPayment as the last scheduled payment, instead of making such payment, you have the option to either: (A) refinance your last scheduled payment at the Annual Percentage Rate shown on the front of this Contract and for a monthly term then available, which means that finance charges at such rate will continue to accrue and you will make monthly payments in an amount we calculate based on such rate and new monthly term until you pay the amounts you owe under this Contract in full, provided, however, that you will have this right to refinance only if you are not in default under this Contract; or (B) return and transfer the vehicle to us if you satisfy the following conditions by the date the last scheduled payment is due: (1) you give us at least 30 days advance written notice of your intention to deliver the vehicle to us instead of making the last scheduled payment; (2) you are not in default under this Contract; (3) you pay us a disposition fee of **$600** and all amounts owing under this Contract as of the due date of your last scheduled payment except for the amount of the last scheduled payment; (4) you deliver the vehicle to us, at a place we designate, together with the vehicle title (if you live in a state that does not send the title to the secured party), showing no liens other than ours, and all other papers we need signed by you in order to transfer ownership of the vehicle; (5) if, when you deliver the vehicle to us, the vehicle's odometer reads greater than the allowed mileage stated on the front of this Contract in the paragraph entitled "BALLOON PAYMENT," you pay us **15 cents per mile** for each such excess mile over the allowed mileage; and (6) if the vehicle is not in "good running order and condition" when you deliver it to us, you pay us the amount it costs us or would cost us to put the vehicle in good running order and condition. In order to be in "good running order and condition," the vehicle must have, among other things, no less than four matching tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the vehicle, with each tire having at least one-eighth inch of remaining tread at its shallowest point, and no scratches, chips, cracks, or other damages in the glass, body, or interior beyond normal wear and tear.

If you disagree with the amount we determine is necessary to restore the vehicle to "good running order and condition," you may obtain, AT YOUR EXPENSE, and within 10 days of our determination, a written estimate of such amount from an independent appraiser acceptable to us. If you do so, the amount you must pay us will be the lesser of the charge we determine or the charge the appraiser determines to restore the vehicle to "good running order and condition."

If you deliver the vehicle to us in satisfaction of the last scheduled payment, and meet each of the above conditions, we will then have the entire risk of loss or benefit of gain if and when we dispose of the vehicle.

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in your address or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance, and (3) proceeds of any insurance policies on your life or health financed in this Contract. These secure payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this Contract. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, and if VSI insurance is not included in this Contract, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal instalments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to the principal balance of your debt. You must still pay all subsequent payments in full and on time, until your entire debt has been paid.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled instalment payment within 10 days of its due date; or (2) any event occurs which substantially impairs the value of the vehicle.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. Interest will continue to accrue at the Contract rate until we receive payment in full, even if we have obtained judgment against you.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you and subject to your rights to cure the default. If there is any personal property in the vehicle, we have no obligation to store it longer than 72 hours. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If we repossess the vehicle, you have the right to get it back (redeem) by curing any payment default(s) within the time allowed in the cure notice or otherwise by paying the entire amount you owe on this Contract (not just past due payments), plus, in either case, the cost of taking and storing the vehicle and other expenses that we have had. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale at least 20 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, any court costs and any other charges permitted by law will be subtracted from the selling price or fair market value of the vehicle (if higher). If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If a payment is more than fifteen days late, you will be charged a late charge of $5.00 or five percent of the unpaid amount of the instalment, whichever is less.

RETURNED CHECK FEE: You may be charged a fee of $10.00 for any check, draft, money order or ACH or EFT payment submitted to us for any payment under this Contract which is returned unpaid or not honored by a bank or other depository.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent provided by operation of law, if you are in default, we can upon written notice to you and subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT REPORTING: You agree that we or our affiliate may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify your employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information (including information in any credit reports) about you. You agree that this includes, but is not limited to, the sharing of information for the purposes of providing customer service, considering your eligibility for any product or service offered by us or others, and enforcing any obligations owed by you to us or to an affiliate, to the extent permitted by applicable law.

GOVERNING LAW: This Contract is governed by the law of the Commonwealth of Massachusetts.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION: (A) You and we can choose to have any particular claim or dispute arising from this Contract of whatever nature between you and us resolved by neutral binding arbitration. If we or you opt or choose arbitration with respect to a claim or dispute, neither you nor we will then have the right to litigate that claim in court or have a jury trial on that claim, or class action suit. If you or we choose to arbitrate a dispute or claim, we must give the other notice in writing. The arbitration shall use MA and federal substantive law, as applicable. Any judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction. The arbitration will be held in the county where the Dealer is located. (B) The party initiating the arbitration shall have the right to select one of the following arbitration administrators whose rules and procedures shall govern the process: (I) National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, (800) 474-2371, www.arbfrum.org or (2) J.A.M.S. / Endispute, 700 11th St. NW Suite 450, Washington, DC 2001, (800) 352- 5267, www.jamsadr.com. You may obtain the arbitration rules by contacting the above administrators. There shall be one arbitrator acceptable to the parties. The arbitrator shall be independent and unrelated to you or the lender. You are giving up any right to any class action in any arbitration.

If you are an individual(s) using this Vehicle primarily for personal, family or household use, we do agree that we will pay the first $100 in filling and administrative fees if you wish to initiate the arbitration.

(C) Any demand for arbitration must be made within the applicable time limit, which would apply if the claim were brought in court. (D) YOU AND WE ARE VOLUNTARILY AND KNOWINGLY GIVING UP RIGHTS TO RESOLVE CERTAIN CLAIMS IN COURT AND HAVE A JUDGE OR JURY DECIDE THE CASE AND YOU ARE ALSO GIVING UP RIGHTS TO USE A CLASS ACTION. (E) Even if you or we start a claim or dispute in court, the other can have the claim removed to arbitration.

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Instalment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorney's reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty, waive all defenses generally available to sureties and guarantors, and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

(Seal) _____

Date Guarantor Address

(Seal) _____

Date Guarantor Address

Seller's Agreement with Assignee

The terms of A, B, or C below, as evidenced by the signature of the undersigned Seller ("Seller"), apply to the assignment of the foregoing contract ("Contract") to_____ ("Assignee").

A. Seller's Full Recourse Assignment and Guaranty

For value received, Seller does hereby sell, assign, and transfer to Assignee all right, title, and interest which Seller has in, to, and under the Contract and the property or collateral referred to therein ("Property"), with power to take legal proceedings in the name of Seller or itself with respect thereto. Seller unconditionally guarantees payment when due of the obligations of "Buyer" and/or "Co-Buyer(s)" (individually and collectively called "Buyer" here) hereunder, accepts all provisions hereof and agrees to pay all collection expenses and attorney's reasonable fees incurred in enforcing this guaranty. Seller hereby waives demand for payment and notice of non-payment or other default and consents to an extension or extensions of time of payment or any other indulgences that may be granted to Buyer without notice to and without affecting the liability of Seller hereunder. Seller agrees that its obligations hereunder are absolute and are not conditioned on whether or not repossession has been made or undertaken and whether or not suit has been brought against Buyer.

Seller:_____ By:_____ Title

B. Seller's Limited Recourse Assignment (90 Days)

For value received, Seller does hereby sell, assign, and transfer to Assignee all right, title, and interest which Seller has in, to, and under the Contract and the property or collateral referred to therein ("Property"), with power to take legal proceedings in the name of Seller or itself with respect thereto.

Seller warrants to Assignee with regard to the Contract and Property that:

1. The person, persons, firm, or corporation described as the "Buyer" and/or "Co-Buyer(s)" (individually and collectively called "Buyer" here) has legal capacity to execute the Contract;
2. Buyer's address is correct;
3. Buyer's true name is signed to the Contract by the Buyer or a duly authorized agent;
4. Buyer, if a person, was of legal age or older when the Contract was executed;
5. The Cash Downpayment made by Buyer as stated in the Contract represents cash payment(s) unless otherwise described and no part thereof was loaned by Seller to Buyer, and that Seller has no knowledge that any part of Cash Downpayment was loaned by any other party to Buyer;
6. Title to the Property is free and clear of all claims, liens, and encumbrances whatsoever, except the lien created by the Contract;
7. Any and all acts, filings, and notations required with respect to the motor vehicle certificate of title and similar title documents necessary to perfect Assignee's security interest in the Property have been properly effected;
8. The Contract is genuine, valid, complete, and properly executed;
9. All notices and/or statements required by law to be delivered or given to Buyer have in fact been given or delivered, and
10. Seller has complied with all applicable laws and regulations governing the transaction evidenced by the Contract.

Seller hereby waives all demands for payment, notice of default and repossession of the Property. Seller further agrees that only Assignee may grant any extension(s) of time or approve a transfer of equity and may do so without notice to Seller and without affecting the liability of Seller hereunder.

Seller specifically agrees with Assignee that upon breach of any of the warranties of the Seller made in the Contract or made herein above, Seller will repurchase the Contract from Assignee, paying therefor the amount owing thereon plus all costs and expenses.

Seller:_____ By:_____ Title

C. Seller's Assignment on Non-Recourse Basis (If Seller's Warranties are not Breached)

For value received, Seller does hereby sell, assign, and transfer to Assignee all right, title, and interest which Seller has in, to, and under the Contract and the property or collateral referred to therein (Property"), with power to take legal proceedings in the name of Seller or itself with respect thereto. In addition, Seller makes all the warranties with regard to the Contract and Property set forth in "B. Seller's Limited Recourse Assignment" set forth above, all of which warranties are herein incorporated by reference. Seller agrees with Assignee that only upon a breach of any of the aforesaid warranties will Seller repurchase the Contract from Assignee, paying therefor the amount owing thereon plus all costs and expenses, without the need for Assignee to repossess the Property.

Seller:_____ By:_____ Title

EXHIBIT B

Choose a Deductible That's Right for You

DEDUCTIBLE OPTIONS		
	STANDARD	OPTIONAL
New Ford, Lincoln and Mercury	$100	$0, $50, $200, Disappearing
Pre-Owned	$100	$50, $200, Disappearing
New Non-Ford	$100	$50

Select the Coverage You Want

NEW FORD, LINCOLN AND MERCURY VEHICLES					
Miles	3 Years	4 Years	5 Years	6 Years	7 Years
36,000	N/A	N/A	■	■	■
48,000	■	■	■	■	■
60,000	■	■	■	■	■
75,000	■	■	■	■	■
100,000	■	■	■	■	■

NEW NON-FORD VEHICLES			
Time and Mileage Choices for Non-Ford Vehicles			
Miles	4 Years	5 Years	6 Years
60,000	■	■	■
75,000	■	■	■
100,000	■	■	■

Coverage begins at the signature date and current mileage. Coverage expires upon reaching your selected time or mileage, whichever occurs first. Some eligibility limitations may apply. Ask your dealer for details.

PRE-OWNED VEHICLES

Coverage lengths range from 12 months/12,000 miles to 48 months/48,000 miles for 1997 and newer vehicles. Ask your dealer for specific plan availability.

Some Points to Remember ...

- Failures of covered components due to normal wear resulting from defective material or workmanship are included, in addition to mechanical breakdowns
- For New Plans, coverage begins at the signature date and current mileage. Coverage expires at the number of months or miles purchased from the warranty start date or zero miles, whichever limitation occurs first
- Used Plans must be purchased at the time of vehicle sale
- For Used Plans on non-Ford vehicles and Ford Lincoln and Mercury vehicles with no remaining New Vehicle Limited Warranty, coverage begins with the date and mileage on the vehicle at time of purchase
- If a pre-owned vehicle has Ford New Vehicle Limited Warranty remaining, a used PremiumCARE plan is a "tack-on" to the warranty. Ask your dealer for details

This brochure is intended to provide general information about Ford ESP. Prices and plans are subject to change without notice. Plan availability, benefits, coverage and provider may vary by state. Please see your dealer for details or refer to your plan provisions. Illustrations used in the brochure are for graphic representation only. Repairs needed to any engine, transmission and final drive components resulting from the use of a non-Ford component such as an aftermarket turbocharger are not covered. In some cases, repairs will be made with authorized new or remanufactured parts after the expiration of the New Vehicle Limited Warranty. See your dealer or your copy of the warranty for complete details on the New Vehicle Limited Warranty.

Florida dealers only: In Florida, Ford ESP is a Service Contract from The American Road Insurance Company, Dearborn, MI 48126. Certificate of Authority #09079.

Arizona dealers only: In Arizona, Ford ESP is a Service Contract from Ford Motor Service Company, P.O. Box 6045, Dearborn, MI 48121. 1-800-392-FORD.

Time/Mileage: _____

Price: $ _____

EXTENDED SERVICE PLAN

WWW.FORD-ESP.COM

FCS-9749 PC Printed in U.S.A. November 2004

PremiumCARE



500+

Key Components Covered

Extended Service Plan for New and Pre-owned Vehicles

Extended Service Plan from

Ford

EXTENDED SERVICE PLAN

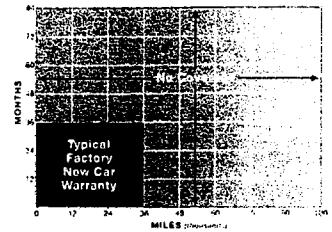
GENUINE PARTS • GENUINE SERVICE
GENUINE PEACE OF MIND

ESP PremiumCARE Gives You Genuine Peace of Mind from Ford

We want you to be completely satisfied with your vehicle ownership experience. That's where ESP PremiumCARE comes in. PremiumCARE gives you the assurance that your vehicle has the protection it needs. We'll use genuine parts and genuine service to keep your vehicle running at its best. All this and competitive pricing add up to genuine peace of mind!

Mile After Mile After Mile ...

You'll have added "peace of mind" every time you get into your vehicle. And PremiumCARE's price is so reasonable you could save the amount the plan costs in just one Ford ESP repair! Ask your dealer for details.



The green area on the chart reflects the protection you'll receive from your vehicle's 3-year/36,000-mile New Vehicle Limited Warranty. The gray area illustrates the time and mileage in which you are responsible for repairs without ESP coverage. Ask your dealer to customize an ESP plan for your needs.

Why PremiumCARE is a Sound Investment

- ☑ Covers more than 500 key components including labor
- ☑ Helps provide protection against the cost of unexpected repair bills during and after your New Vehicle Limited Warranty
- ☑ Provides towing reimbursement
- ☑ Provides rental car reimbursement
- ☑ Provides roadside assistance benefits
- ☑ On eligible Ford, Lincoln and Mercury vehicles, Road Hazard Tire Coverage may be added

Coverage provided in U.S. and Canada

With ESP, you're confident knowing you're covered at over 4,600 Ford, Lincoln and Mercury dealers in the U.S. and Canada.

PremiumCARE is Ideal if You ...

- Want the "peace of mind" of lasting protection
- Drive a lot of miles
- Plan to keep your vehicle beyond the New Vehicle Limited Warranty period
- Want towing and rental car reimbursement
- Would like the opportunity to help enhance your vehicle's resale value
- Don't like surprises
- Want the most comprehensive service plan available from Ford Motor Company

May Add Resale Value to Your Vehicle

If you sell your vehicle, the remaining PremiumCARE coverage may be transferred to the new owner.

Financing Options

In most cases the ESP plan may be included in your finance contract. Convenient interest-free installment payment plans are also available for 5, 11 or 17 months.

Transferrable

PremiumCARE

Protecting New and Pre-owned Vehicles

Rental Car Reimbursement

Rental benefits will be available if your vehicle is inoperable and must be kept overnight for a covered repair. You will be reimbursed up to $28 per day ($35 for Lincoln) for up to 10 days. Rental reimbursement also applies for repairs covered by the New Vehicle Limited Warranty. First-day rental option is available on new plans only for Ford, Lincoln and Mercury vehicles. Benefits will also be afforded for Recalls or Customer Satisfaction Programs involving an ESP covered component for Ford, Lincoln and Mercury vehicles only.

Roadside Assistance Administered by Ford Auto Club

Services include:

- Flat tire change
- Battery jump starts
- Towing when the vehicle is disabled (limited to one tow per disablement)
- Lock-out assistance
- Out of fuel assistance – delivery of up to two (2) gallons of fuel
- Travel expense reimbursement up to $500 for up to three days lodging, meals and rental vehicle for travel expenses accrued when the breakdown occurs more than 100 miles from home
- Destination assistance covers taxi, shuttle or rental car expense up to $75 for emergency transportation to the immediate destination

Call 1-800-241-3673 to obtain roadside service from Ford Auto Club

Optional Road Hazard Tire Coverage (New Plans Only)

elected, coverage is provided for Ford, Lincoln and Mercury vehicles (cars and light trucks up to and including F-550) covered by a Ford Motor Company New Vehicle Limited Warranty that includes coverage of tire defects. Coverage is limited to the repair or replacement of a tire that is punctured, bruised, or broken by a road hazard (examples include potholes, nails, glass, and jagged metal). Coverage period for Road Hazard Tire Coverage is for the term of the PremiumCARE time and mileage plan selected.

Covered Components



ENGINE

- All Internal Lubricated Parts
- Cylinder Block
- Cylinder Heads
- Diesel Injector and Fuel Lines
- Diesel Injector Pump
- Diesel Lift Pump
- Engine Mounts
- Flywheel
- Flywheel Ring Gear
- Fuel Tank and Lines
- Gas Fuel Injectors and Fuel Lines
- Harmonic Balancer and Bolt
- Manifold (Exhaust and Intake)
- Manifold and Bolts
- Oil Pan
- Oil Pump
- Radiator
- Radiator Fan (Clutch or Motor)
- Seals and Gaskets
- Thermostat
- Thermostat Housing
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Turbocharger/Supercharger Unit (Factory-installed)
- Valve Covers
- Water Pump



TRANSMISSION

- All Internal Parts
- Governor Assembly
- Kickdown Linkage
- Release Hubs and Bearings
- Seals and Gaskets
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission Case
- Transmission Linkage
- Transmission Module (External)
- Transmission Mounts
- Vacuum Modulator



REAR-WHEEL DRIVE

- Axle Shafts
- Bearings (Front and Rear)
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Retainers
- Seals and Gaskets
- Universal and Constant Velocity Joints



FRONT-WHEEL DRIVE

- Axle Shafts
- Bearings (Front and Rear)
- Final Drive Housing (Including All Internal Parts)
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Locking Rings (Four-wheel Drive)
- Seals and Gaskets
- Universal and Constant Velocity Joints



STEERING

- Column Lock (Tilt Wheel)
- Control Valve
- Cooler and Lines
- Idler Arm
- Linkages and Couplings
- Power Steering Pump
- Pulley Assembly
- Seals and Gaskets
- Steering Gear Housing, Manual and Power (Including All Internal Parts)



BRAKES

- Anti-lock Brake Module and Sensor
- Backing Plates
- Brake Booster (Power)
- Calipers
- Combination Valve
- Lines and Fittings
- Master Cylinder
- Parking Brake Linkage and Cables
- Retainers and Clips
- Self-adjusters
- Shaft (Brake Pedal)
- Springs
- Wheel Cylinders



FRONT SUSPENSION

- Ball Joints (Upper and Lower)
- Control Arms (Upper and Lower)
- Control Arm Shafts and Bushings
- Kingpins and Bushings
- Linkage and Bushings
- Load Leveler Suspension System
- MacPherson Struts (Front and Rear)
- Spindle and Spindle Supports
- Springs
- Stabilizer Bar
- Tie Rods



ELECTRICAL

- Alternator
- Charge and Volt Gauges
- Clock (Electric)
- Distributor Assembly
- Distributor Cap and Rotor
- Distributor Housing and Shaft
- Electronic Ignition Module
- Fuel Pump
- Heated Backglass (Electrical Only – Not Glass Damage or Breakage)
- Ignition Coil
- Ignition Lock
- Ignition Module (Electric)
- Ignition Switch
- Mirrors (Electrical Only - Not Glass Damage or Breakage)
- Radiator Fan Relay
- Speedometer/Odometer (Electrical and Mechanical)
- Starter Motor
- Starter Motor Solenoid
- Switches (Manually Operated Electrical)
- Temperature Gauge
- Voltage Regulator
- Wiper Motors
- Wiring Harnesses (Excluding Spark Plug Wires)



AIR CONDITIONING AND HEATING

- A/C Accumulator
- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Condenser
- Automatic Temperature Control
- Evaporator
- Field Coil
- Heater Blower Motor
- Heater Control Cables
- Heater Core Assembly
- Instrument Panel Registers and Air Ducts
- Pulley



HIGH-TECH

- Air Suspension (Selected Electronic Components)
- Anti-theft Alarm (Factory-installed)
- Compass and Thermometer Readout Displays
- Fuel Mixer (Alternative)
- In-Dash Navigation System (Factory Installed)
- Instrument Cluster (Excluding Dash Pad)
- Keyless Entry System (Excluding Door Handles)
- Power Antenna
- Power Door Locks and Retainer Clips (Excluding Door Handles)
- Power Seat Motors
- Power Window Motors/Regulators
- Sensor (Alcohol)
- Speed Control



EMISSIONS

- Air Control Valve
- Air Idle Vacuum Valve
- Air Supply Valve (Hose and Tube)
- Air Check Valve Assembly
- Barometric Pressure Sensor
- EEC Relay Assembly
- EGR Control Valve
- EGR Pressure Sensor
- EGR Regulator Assembly
- EGR Valve Adapter
- EVAP Vapor Storage Canister
- Idler Air Control Valve
- Knock Sensor
- PCV Hose Assembly
- PCV Valve
- PCV Vapor Filter
- Temperature Sensor (Engine Coolant)
- Vacuum Restrictor
- VAF Sensor



FORD AUDIO

- Antenna, Radio (Base Assembly)
- Brackets
- Cables and Wiring
- Cellular Phone, Receiver Handset, Speaker Assembly and Antenna (Factory-installed)
- Controls (Rear Seat)
- Radio (AM, AM/FM), Speakers, Cassette Player, Digital CD Player, Graphic Equalizer, Premium Sound Amplifier (Factory-installed)
- Rear Entertainment System (Factory Installed)



SAFETY

- Airbag Module Assembly
- Diagnostic Module Assembly (Airbag)
- Door Ajar Warning Switch Assembly
- Guides, Bezels, Brackets and Supports (Safety Belts/Shoulder Straps)
- Head Restraint Retainers and Sleeves (Safety Belt)
- Key, SecuriLock™ (Microchip Encoded Key)
- Lock Cylinder (Door)
- Lock Lever Assembly (Door)
- Lock Lever Assembly (Tailgate)
- Lock Lever Retainers, Clips and Brackets
- Module (Passive Restraint)
- Safety Belt Buckle (Front and Rear)
- Safety Belt Motor Drive Assembly
- Safety Belt Restraint Carrier
- Safety Belt Retractors
- Safety Belt Track Assembly
- Safety Belt Warning Chime Assembly
- Sensors (Airbag)
- Shoulder Strap Track Assembly
- Wiring Assembly (Airbag)

Certain restrictions and exclusions apply. See your dealer for details or refer to your plan provisions.

These Are the Only Components Not Covered by ESP PremiumCARE

Mechanical

Service adjustments and cleaning, battery and cables, belts and hoses, brakes (front hub, drums, shoes, linings, disc rotors, pads) coolant, exhaust system (includes catalytic converter), filters, fluids, lubricants, lights (bulbs, sealed beam, lenses), manual clutch disc, shock absorbers, spark plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wiper blades, wheel studs, and compressed natural gas/liquid propane fuel system components.

Exterior

Service adjustments (glass and body parts), bright metal bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheel covers and ornaments, convertible top, fabric, liners, zippers and fasteners.

Interior

Buttons, carpets, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, upholstery.

2005 model year Warranty Guide
Ford Cars and Light Trucks
(except Focus)
2005 model year
Warranty
Guide
Ford

Your satisfaction is our #1 goal. If you have questions or concerns with your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If the inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
TDD for hearing impaired:
1-800-232-5952

In Canada:

Ford Motor Company
of Canada, Limited
Customer Relationship Centre
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)

In Caribbean, Central America, Israel and Sub-Saharan Africa:

Ford Motor Company
Worldwide Direct Market Operations
Attention: Owner Relations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: wdmocac@ford.com

In Puerto Rico and Virgin Islands:

Ford Motor Company
Caribbean Inc.
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: (787) 782-5959
Fax: (787) 781-8975
E-mail: prcac@ford.com

In Middle East & North Africa:

Ford Middle East & North Africa
Customer Relationship Center
API World Tower 17th Floor
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3327299
E-Mail: menacac@ford.com

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2005-model E-350 Livery Van equipped with the Livery Service Package or a 2005-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2005-model car or light truck. If you bought a previously owned 2005-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-23).

Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (pages 4-7), except that Ford Motor Company provides the New Vehicle Limited Warranty in Alaska, Illinois, Louisiana, Minnesota, Montana, New Hampshire, New Jersey, New York, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin. This list is accurate as of the publishing date of this guide. If you are interested in verifying the warranty provider for your vehicle, please call the Customer Relationship Center at 1-800-392-3673. Where it is the warranty provider, Ford Motor Vehicle Assurance Company will use Ford Motor Company as its agent. The warranty coverage you receive and your dealer's handling of any warranty-covered repair will be the same regardless of the warranty provider.

2: Important information you should know

F YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the Dispute Settlement Board. The Board is a panel of impartial individuals who resolve disputes. For details, see **Dispute Settlement Board**, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint or Corrosion, or Emissions Coverage.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call **1-800-392-3673 (FORD)** to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Worldwide Direct Marketing Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The new vehicle limited warranty for your 2005 model vehicle

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only express warranty applicable to your vehicle. Neither Ford or Ford Motor Vehicle Assurance Company assumes nor authorizes anyone to assume for it any other obligation or liability in connection with your vehicle or this warranty.

Ford, Ford Motor Vehicle Assurance Company and your dealer are not responsible for any time that you lose, for any inconvenience you might be caused, for the loss of your transportation, or for any other incidental or consequential damages you may have.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold); or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes).

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMISSIONS WARRANTIES** described on pages 11–23.

NOTE: If you are an eligible U.S. owner and have a warranty concern unresolved by your dealer, you may use the services of the Dispute Settlement Board (see page 26).

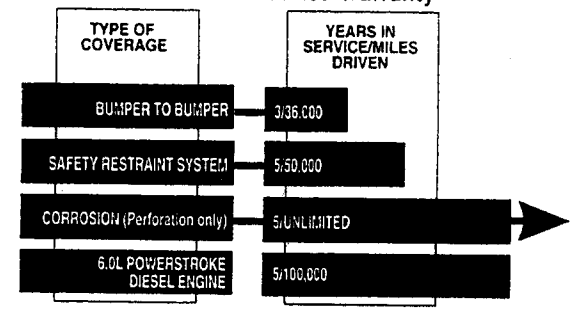
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 5-7)
➡ **What is Not Covered?** (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 6.0L Power-Stroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or

conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle.

During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

6.0L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers the direct injection diesel engine and engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a $100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers the engine and these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-23.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a stationary power source

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program Ford will cover:

- towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- flat tire change
- fuel delivery
- jump starts
- lock-out assistance

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty, but the Program's time period runs concurrently with Bumper to Bumper Warranty Coverage (three years or 36,000 miles, whichever occurs first). If you need towing after Bumper to Bumper Coverage has ended, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call **1-800-241-3673 (FORD), 24 hours a day, 365 days a year.**

For daily rental units that must be towed because a covered part has failed during the Bumper to Bumper Warranty period, Ford will cover towing to the nearest Ford Motor Company dealership.

Excursion Limousine Limited Warranty

If you have purchased or leased a 2005-Model Ford Excursion Truck equipped with the 800A Limousine Builder's Package converted into a limousine or professional funeral car by a qualified vehicle modifier, your Ford Excursion is eligible for the Ford Excursion Truck Limousine Limited Warranty Coverage for three years or 100,000 miles (whichever occurs first) on certain major components. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Waranty. Refer to the warranty Addendum Card that was given to you when you took delivery of your 2005-model Ford Excursion Truck Limousine for details of the Ford Excursion Limousine Limited Warranty.

See page 28 for additional details about the 800A Limousine Builder's Package.

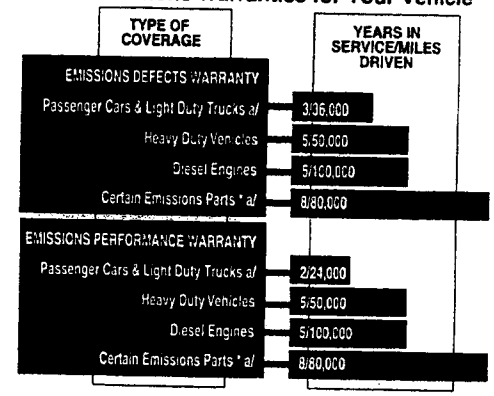
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



a/ Includes heavy-duty vehicles and medium-duty vehicles certified to light-duty emissions standards. Your underhood emissions label title will be "Vehicle Emissions Control Information" instead of "Important Engine Information" if this is the case.

* Catalytic converters, Powertrain Control Module (PCM), Electronic Emissions Control Unit (ECU), Transmission Control Module (TCM), onboard emissions diagnostic device, and Natural Gas Vehicle (NGV) module (Bi-fuel/CNG) for passenger cars and light-duty trucks only.

For full details on emissions control coverage, see:

- ➡ **Emissions Defect Warranty** (page 12)
- ➡ **Emissions Performance Warranty** (pages 12-13)
- ➡ **What is Covered?** (pages 13-15)
- ➡ **What is Not Covered?** (page 15)

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from defects in factory-supplied materials or workmanship that could prevent it from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of defective emissions-related parts listed under **What is Covered?** on pages 13-15.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8,500 pounds or less, or over 8,500 pounds if certified to light duty emission standards)
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emission control unit, and transmission control module;
  - — 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (vehicles with a gross vehicle weight over 8,500 pounds)
  - — 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts;
  - — 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

See WHAT IS COVERED for list of covered parts.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8,500 pounds or less, or over 8,500 pounds if certified to light duty emission standards)
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emission control unit, and transmission control module;
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (vehicles with a gross vehicle weight over 8,500 pounds)
  - — 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts;
  - — 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

These parts are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

List of Parts Covered by Emissions Warranties For Cars, Light Duty Trucks and Heavy Duty Vehicles

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter
- Cold Start Enrichment System
- Cold Start Fuel Injector (1)
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Emissions Control Unit (ECU)

- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Sensor (1)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (1)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Powertrain Control Module
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- NGV module (Bi-fuel/CNG)

(1) Flex Fuel vehicle only

List of Parts Covered for 5 Years or 100,000 Miles (whichever occurs first) by Emissions Warranties for Diesel Engines

- Air Flow Sensor
- Air Fuel Feedback Control System and Sensors
- Cold Start Enrichment System
- Electronic Engine Control Sensors and Switches
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Fuel Injection System
- Intercooler Assembly - Engine Charger
- Powertrain Control Module (PCM)
- Turbocharger Assembly

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first).

Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

California requirements for emissions warranties

CK REFERENCE: EMISSIONS WARRANTY COVERAGE

chart shows the coverage Ford Motor Company provides under the sions control warranty to owners of vehicles certified for sale in Cali-a, (your Vehicle Emissions Control Information label will indicate fied for sale in California or conforms to California regulations) **and** tered in California, Maine, Massachusetts, New York or Vermont. , diesel engine vehicles over 14,000 pounds (GVWR) registered in ie, Massachusetts, or Pennsylvania qualify for California emissions anty coverage. This coverage is in addition to Federal Emission war-ies (Page 11). There are four warranties:

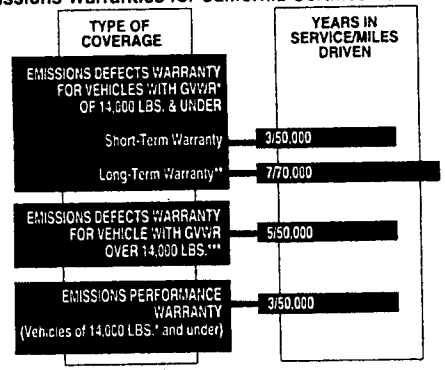
hort-Term Defects Warranty (vehicles of 14,000 lbs.* and under)

ong-Term Defects Warranty (vehicles of 14,000 lbs.* and under)

efects Warranty (vehicles over 14,000 lbs.*)

erformance Warranty (vehicles of 14,000 lbs.* and under)

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California.
***Diesel engine vehicles are covered for 5 years or 100,000 miles.

or full details about coverage under California requirements for emis-ons control, see:

- **Defects Warranties** (pages 17-21)
- **Performance Warranty** (page 17)
- **What Is Covered?** (pages 19-21)
- **What Is Not Covered?** (page 21)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

(Applicable if your vehicle is certified for sale in California **and** registered in California, Maine, Massachusetts, New York or Vermont, or for diesel engine vehicles over 14,000 pounds GVWR registered in Maine, Massachusetts, or Pennsylvania.)

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2005-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 17-18, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 20 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

COVERAGE FOR 2005-MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG-TERM DEFECTS WARRANTY
(Coverage for Up to 7 Years/70,000 Miles, Whichever First Occurs)
Ford and Mercury Vehicles Excluding Focus and Escape Hybrid

Part Name	Engine Size									
	2.3L	3.0L	3.9L	4.0L	4.2L	4.6L	5.4L	6.0L	6.8L
Anti-Lock Brake (ABS) Module			X(4)	X(2)	X	X	X	X	X
Cam Timing Assembly	X(1)	X	X					X(7)	
Camshaft Assembly (Cam timing concerns only)	X	X	X	X	X	X	X	X	X
Catalytic Converter							X(3)		
Charge Air Cooler								X	
EGR Cooler Assembly							X(3)		
Evap. Vap. Storage Can.			X(4)				X(9)	X(7)	X
Exhaust Manifold - Left		X(8)				X(11)	X(9)	X(7)	X
Exhaust Manifold - Right		X(10)							
Flex Fuel Composition Sensor & Bracket Assembly		X(12)		X(13)			X(21)		X(22)
Fuel Filler Kit	X(13)	X(13)							
Fuel Injector		X(10)	X(4)			X(14)	X(3)	X(5)	
Fuel Injector Fuel Supply Manifold									
Fuel Injector Nozzle Assembly							X(3)		
Fuel Injection Control Module						X(15)			
Fuel Pressure Regulator							X(3)		
Fuel Pump and Bracket Assembly (less sender)						X(15)			
Fuel Return & Brake Tube Assembly						X	X		X
Fuel Tank	X	X(16)	X	X(17)	X(18)	X(15)			
Fuel Tank Filler Pipe						X(15)			
Fuel Tank Fuel Flange Assembly					X(18)	X(18)	X(19)		
Fuel Tank Sender & Pump Assembly								X	
Injector Driver Module		X(20)	X	X(14)	X	X	X	X	X
Intake Manifold							X	X	
NGV Module							X		X
Solenoid Body Assembly							X(3)		
Supercharger					X(18)				
Throttle Body and Motor Assembly		X(10)							
Timing Chain Cassette, Right				X					
Timing Chain Cassette, Left				X(6)					
Turbine Shaft Speed Sensor	X(13)	X(13)						X	
Turbocharger							X(21)		
Valve Rocker Cover									

(1) Escape, Mariner; (2) Except Ranger; (3) GT only; (4) Thunderbird; (5) F-Series & Econoline; (6) Ranger & Sport Trac; (7) Econoline only; (8) Ford 500, Montego, Escape, Mariner; (9) Excursion only; (11) Explorer and Mountaineer; (12) Taurus & Sable FFV only; (13) Ranger only; (14) Mustang only; (15) Crown Victoria CNG only; (16) Except Ford 500, Montego, Freestyle; (17) Except Sport Trac; (18) F-150 only; (19) Expedition; (20) Freestyle, Ford 500, Montego; (21) F-150 & Super Duty; (22) Super Duty

Important Information about List of Parts

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

7. Additional Information About Your Emissions Warranty Coverage Under Federal and California Requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible.

If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts.

If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been "certified" by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been "certified" by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA-certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Dispute Settlement Board**, page 26.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories.

To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (Ford Motor Service Company or the American Road Insurance Company). They provide:

- benefits during the warranty period depending on the plan you purchase (such as: reimbursement for rentals; coverage for certain maintenance and wear items); and
- protection against covered repair costs after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or see our website at Ford-ESP.com. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States and Canada are not eligible for Ford ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

10. Dispute Settlement Board

DO YOU NEED THE DISPUTE SETTLEMENT BOARD?

Your satisfaction is important to Ford Motor Company and to your dealer. Experience has shown that our customers have been very successful in achieving satisfaction by following the three-step procedure outlined on the front page of this booklet.

However, if your warranty concern has not been resolved using the three-step procedure, you may be eligible to participate in the Dispute Settlement Board, an informal, cost-free alternative process for resolving disputes.

A warranty dispute must be submitted to the Dispute Settlement Board before taking action under the Magnuson-Moss Warranty Act, or to the extent allowed by state law, before pursuing replacement or repurchase remedies provided by certain state laws. This dispute handling procedure is not required prior to enforcing state-created rights or other rights which are independent of the Magnuson-Moss Warranty Act or state replacement or repurchase laws.

HOW DOES THE BOARD WORK?

The Dispute Settlement Board offers a free independent process for resolving warranty disputes. You may apply to the Board if you are an eligible owner of a Ford Motor Company vehicle in the United States.

For details, please refer to your **Owner Guide**. For a brochure/application, speak to your dealer or write to:

Dispute Settlement Board
P.O. Box 1424
Waukesha, WI 53187-1424
1-800-428-3718

NOTE: The Dispute Settlement Board may not be available in all states. Ford Motor Company reserves the right to change eligibility limitations, modify procedures, and/or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice.

Send your written notification to:

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

13. Important information about limousine conversions

Ford Motor Company authorizes only those Qualified Vehicle Modifiers (QVM's) of limousines, as listed at www.certifiedlimo.com <http://www.certifiedlimo.com> to perform Ford Excursion limousine conversions using the XLT package with a 6.8L engine and 4:30 axle (XC3). In addition, the Excursion limousine must have the brake hydro-boost and tire upgrade. Only Pirelli 265/75R16 E or Goodyear 235/85R16 E tires may be used. 2004-model year and later Excursions must have the 800A Limousine Package Option. The wheelbase on Ford Excursions modified into limousines cannot exceed the maximum extension of 140 inches beyond the standard wheelbase of 277.1 inches total. In addition, the conversion fully loaded must not exceed a total Gross Vehicle Weight Rating (GVWR) of 11,000 pounds. If the Excursion limousine has not been modified by an authorized QVM and/or stretched 140 inches beyond the standard wheel base, or has a GVWR of over 11,000 pounds, then the New Vehicle Limited warranty is **voided** and any Ford Extended Service Plan (ESP) contract is voided. In addition, applicable Emissions Warranty may also be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for Emissions Warranty, recall, and in-use compliance).



Component Parts Coverage for New and Pre-Owned Vehicles

Extended Service Plan From

Ford

EXTENDED SERVICE PLAN

VALUE • SECURITY • CONFIDENCE

Extended Service Plan From

Ford

EXTENDED SERVICE PLAN

Ford ESP... For Extensive Coverage!

Listed in this brochure are the various Ford ESP plans and the parts covered by each plan.

Select the plan that's right for your "peace of mind" protection.

PowertrainCARE

Covered Components: 29

- Axle Shafts
- Bearings (Front-wheel)
- Bearings (Rear-wheel)
- Cylinder Block
- Cylinder Heads
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Engine (All Internal Lubricated Parts)
- Final Drive Housing (Including All Internal Parts)
- Flywheel
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Locking Rings (Four-wheel Drive)
- Manifold, Exhaust
- Manifold, Intake
- Oil Pan
- Oil Pump
- Retainers
- Seals and Gaskets
- Thermostat
- Thermostat Housing
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission (Including All Internal Parts)
- Transmission Case
- Turbocharger/Supercharger Unit (Factory-installed)
- Universal and Constant Velocity Joints
- Valve Covers
- Water Pump

BaseCARE

Covered Components: 84

- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Condenser
- Alternator
- Axle Shafts
- Backglass, Heated (Electrical Only – Not Glass Damage or Breakage)
- Backing Plates
- Ball Joints (Upper and Lower)
- Bearings (Front-wheel)
- Bearings (Rear-wheel)
- Brake Booster (Power)
- Calipers (Brake)
- Column Lock (Tilt Wheel)
- Combination Valve (Brake)
- Control Arm Shafts and Bushings
- Control Arms (Upper and Lower)
- Control Valve
- Cooler and Lines (Steering)
- Cylinder Block
- Cylinder Heads
- Diesel Injector Pump
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Electronic Ignition Module
- Engine (All Internal Lubricated Parts)
- Evaporator (A/C)
- Field Coil (A/C)
- Final Drive Housing (Including All Internal Parts)
- Flywheel
- Fuel Pump
- Gas Fuel Injectors and Fuel Lines
- Governor Assembly
- Harmonic Balancer and Bolt
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Idler Arm
- Ignition Switch
- Kingpins and Bushings
- Lines and Fittings
- Linkage and Bushings
- Linkages and Couplings
- Locking Rings (Four-wheel Drive)
- MacPherson Struts (Front and Rear)
- Manifold, Exhaust
- Manifold, Intake
- Master Cylinder
- Oil Pan
- Oil Pump
- Parking Brake Linkage and Cables
- Power Steering Pump
- Pulley (A/C)
- Pulley Assembly
- Radiator Fan Relay
- Retainers and Clips
- Seals and Gaskets
- Self-adjusters
- Shaft (Brake Pedal)
- Speedometer/Odometer (Electrical and Mechanical)
- Spindle and Spindle Supports
- Springs
- Stabilizer Bar
- Starter Motor
- Starter Motor Solenoid
- Steering Gear Housing, Manual and Power (Including All Internal Parts)
- Switches (Manually Operated Electrical)
- Thermostat (Engine)
- Thermostat Housing
- Tie Rods (Front Suspension)
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission (Including All Internal Parts)
- Transmission Case
- Turbocharger/Supercharger Unit (Factory-installed)
- Universal and Constant Velocity Joints
- Valve Covers
- Voltage Regulator
- Water Pump
- Wheel Cylinders
- Wiper Motors
- Wiring Harnesses (Excluding Spark Plug Wires)

ExtraCARE

Covered Components: 113

- A/C Accumulator
- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor/Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Condenser
- Air Suspension, Electronic (Selected Components)
- Alternator
- Anti-lock Brake Module and Sensor
- Automatic Temperature Control
- Axle Shafts
- Backing Plates
- Ball Joints (Upper and Lower)
- Bearings (Front-wheel)
- Bearings (Rear-wheel)
- Brake Booster (Power)
- Calipers (Brake)
- Column Lock (Tilt Wheel)
- Combination Valve (Brake)
- Compass and Thermometer Readout Displays
- Control Arms (Upper and Lower)
- Control Arm Shafts and Bushings
- Control Valve (Steering)
- Cooler and Lines (Steering)
- Cylinder Block
- Cylinder Heads
- Diesel Injector Pump
- Diesel Injectors and Fuel Lines
- Diesel Lift Pump
- Distributor Assembly
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Electronic Ignition Module
- Engine (All Internal Lubricated Parts)
- Engine Mounts
- ETA Pump Hose Assembly
- Evaporator (A/C)
- Field Coil (A/C)
- Final Drive Housing (Including All Internal Parts)
- Flywheel
- Flywheel Ring Gear
- Fuel Pump
- Fuel Tank and Lines
- Gas Fuel Injectors, Fuel Lines and Fittings
- Governor Assembly
- Harmonic Balancer and Bolt
- Heated Backglass (Electrical Only – Not Glass Damage or Breakage)
- Heater Blower Motor
- Heater Core Assembly
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Idler Arm (Steering)
- Ignition Module (Electronic)
- Ignition Switch
- Instrument Cluster, Electronic (Excluding Dash Pad, Clock, Audio, and Visual Equipment)
- Keyless Entry System (Excluding Door Handles)
- Kingpins and Bushings
- Lines and Fittings
- Linkage and Bushings
- Linkages and Couplings
- Locking Rings (Four-wheel Drive)
- MacPherson Struts (Front and Rear)
- Manifold, Exhaust
- Manifold, Intake
- Master Cylinder
- Oil Pan
- Oil Pump
- Parking Brake Linkage and Cable
- Power Antenna
- Power Door Locks and Retainer Clips (Excluding Door Handles)
- Power Seat Motors
- Power Steering Pump
- Power Window Motors/Regulator
- Pulley (A/C)
- Pulley Assembly, Power Steering Pump
- Radiator and Radiator Fan
- Radiator Fan Clutch or Motor
- Radiator Fan Relay
- Rear Axle Hub Bearings
- Retainers and Clips
- Seals and Gaskets
- Self-adjusters
- Shaft (Brake Pedal)
- Speed Control
- Speedometer/Odometer (Electrical and Mechanical)
- Spindle and Spindle Supports
- Springs
- Stabilizer Bar

rument Panel Fuse)
:h Control)
utch to Flywheel)
Wiper Motor)
(Heater Outlet)
n Asy (A C J)
Evap Outlet)
roud A/C Air Intake Tube)
nt Air Outlet)
eld
ay Assembly
ntrol Valve
t Tube
ssure Sensor
gulator Assembly
ve Adapter
ve Position Sensor
Crankcase Vent)
Fuel Pump)
nic Anti-theft Kit
nic Module
nt (Crankcase Vent)
heon (Front Door)
heon (Rear Seat B/LH)
Vapor Storage Canister
st Gas Recirculation
trol
ist Manifold Shield
lutch Release Rod)
ear Floor CR Center
mber)
sion Asy (Manifold Exhaust)
sion (Instrument Panel)
sy (Heater Blow)
Bracket (Cooling Fan)
Idle Cam
(Accel Pump CA)
r (Crankcase Vent)
r (Distr Vacuum Control)
r (Thermostatic)
r (Vacuum)
ng (Carb Idle Adjust Screw)
her (Turn Indicator)
t Asy (Carburetor)
t Asy (Fuel Tank Sender)
k Asy (O/B Shift)
k (Clutch Release)
me (Front Seatback)
me (Otr Window)
el Mixer (Alternative)
el Tank Shield
el Tank Vent Kit
el Tube
se Asy (Cigar Light)
se (Electrical Circuit)
sket (Air Bypass Valve)
asket (Air Cleaner)
asket (Air Cleaner/Duct)

Gasket (Altitude Compensator)
Gasket (Carb Economizer)
Gasket (Carb Int/Manifold)
Gasket (Carb Throttle)
Gasket (Carb Valve SE)
Gasket (Elect W/S Spring)
Gasket (Exhaust Supply Tube)
Gasket (Fuel Charge Body)
Gasket (Fuel Gauge)
Gasket (Fuel Injection Nozzle)
Gasket (Fuel Tank Fill)
Gasket (Needle Valve)
Gasket (Thermo Choke Housing)
Gasket (Throttle Valve)
Gasket (Water Inlet Connector)
Gasket (Wiring Connector)
Gauge Asy (Fuel Pressure)
Gauge (Instrument Cluster Oil)
Gauge (Instrument Cluster Temp)
Gauge (Oil Press Indicator)
Gauge (Temperature)
Gear (Front Seat Adjust)
Gear (Front Seat Horiz)
Gear (Front Seat Vert)
Gear (Oil Pump Idler)
Gear (Steering Column Lock)
Graphic Equalizer (Factory-installed)
Grommet (Carb/Air Cleaner)
Grommet (Speedometer)
Grommet (Tailgate Latch)
Grommet (W/S Wiper Pivot Shaft)
Grommet (Wiring AT PK)
Guard (Fan)
Guard (Spare Wheel Carrier)
Guide Asy (Door)
Guide Asy (Quarter Window AC)
Guide Asy (Roof Sliding Panel)
Guide (Back Window Glass)
Guide (Front Door Window)
Guide (Shoulder Strap)
Guide (Sliding Roof Panel)
Guide (Rear Door Window)
Guide (Roof Sliding Roof Cable)
Gusset Frame, Crossmember
Handle and Cable (Hood Latch)
Handle Asy (Liftgate)
Handle Asy (Roof Slide)
Handle (Parking Brake Release)
Handle/Shank Asy (Tilt Wheel)
Harness Asy (Vacuum Hose)
Head Restraint Retainers and Sleeves (Safety Belt)
Header (Fuel Filter)
Heater Control Cables
Hinge and Ck (Front Door Lower)
Hinge and Ck (Rear Door Lower)
Hinge Asy

Hinge Asy (Decklid)
Hinge Asy (Tailgate Lower)
Hinge (Aux Seatback)
Hinge (Front Door Upper)
Hinge (Front Seatback)
Hinge (On Body)
Hinge (Rear Door Upper)
Hinge (Rear Seatback)
Hinge (Spare Wheel Carrier)
Hinge (Stow Compart Door)
Hinge (Stow Compart Door Front)
Hinge (Tailgate)
Hood Hinge
Hook Asy (Hood)
Hook (Luggage Cover)
Hose and Filter Asy (A/B-V)
Hose Asy (Crankcase Vent)
Hose Asy (Exhaust Air Pump)
Hose Asy (Oil Cooler Output)
Hose Asy (Rear Wind)
Hose Asy (S/C Reg-VA)
Hose (Air Bypass Valve)
Hose (Air Throttle Body)
Hose (Anti-backfire)
Hose (Bypass Valve)
Hose (Crankcase Vent Oil Return)
Hose (Exhaust Air Pump)
Hose (Exhaust Air Supply)
Hose (Exhaust Air Valve)
Hose (Exhaust Air Valve/Check)
Hose (Folding Top Hydraulic)
Hose (Front Seatback Pad)
Hose (Fuel Tank Filler)
Hose (Fuel Tube)
Hose (Fuel Vapor Return)
Hose (Lower Crankcase Vent)
Hose (Rear Axle Vent)
Hose (Sliding Roof Frame Drain)
Hose (Therm Bypass Valve)
Hose (Thermactor Valve)
Hose (Throttle Body Coolant)
Housing and Wire Asy (K/Speaker)
Housing Asy (Quarter Window O/S)
Housing Asy (Radio Receiver)
Housing (A/C Evap Core)
Housing (Asy Instrument Cluster)
Housing (Control Selector)
Housing (Front Door Lock Switch)
Housing (Reading Lamp Switch)
Hsg and Lever (Bdy S/D HN)
Hsg and Lever (Trans Control)
Hsg Kit (Control Valve)
Hsg (Carb Throttle Operating)
Idler Air Control Valve
Ignition Coil
Ignition Lock

Indicator Asy (Heated W/S)
Inlet/Outlet Cooler
Insert (Gearshift)
Insert (Rear Spring)
Insert (Tailgate Hinge)
Insert (Thermo Choke)
Instrument Panel Registers and Air Ducts
Insul (Eng Cover Top Rear)
Insulator Asy (Engine/Trans)
Insulator (Circuit Breaker)
Insulator (CL Release Cable)
Insulator (Control Switch)
Insulator (Engine Frt Support)
Insulator (Front Brake)
Insulator (Front Seat Track)
Insulator (Front Spring)
Insulator (Fuel Tank Filler)
Insulator (Heated Backlight)
Insulator (Hood)
Insulator (Rear Spring)
Insulator (Rear Susp to Body)
Insulator (Steering Column)
Insulator (Transmission)
Inverter (Electric)
Isolator Asy (Radio Ant)
Jet (Carb Idle)
Jet/Bracket (W/S Washer)
Jewel (Indicator Warning)
Joint Asy (Shift Rod)
Jumper (Air Suspension Wire)
Key Lock Set (Ignition, Door)
Key (Camshaft Alignment)
Key (Door Vent Window Lock)
Key (Luggage Compartment Lock)
Key, SecuriLockTM (Microchip Encoded Key)
Kickdown Linkage
Kit (Carburetor Tune)
Kit (Clutch Master Cyl)
Kit (Radio Amplifier A3APT)
Kit (Speed Cable Tip R)
Knock Sensor
Lamp (Back Window Heat Wiring)
Lamp (Eng Compartment)
Latch Asy (Glove Compart Door)
Latch Asy (P/B Cover Liftgate)
Latch Asy (Quarter Vent)
Latch (Aux Seatback Fl)
Latch (Back Door Lower)
Latch (Front Door)
Latch (Front Seatback)
Latch (Luggage Compartment Door)
Latch (Rear Door)
Latch (Side Rear Back)
Latch (Storage Compartment)

Latch (Tailgate)
Latch (W/S Wiper Motor)
Lens (Heater Control)
Lens (Instrument Cluster)
Leveler Kit (Air Man)
Lever Asy (Downshift)
Lever Asy (Front Door Lock)
Lever Asy (L/R Shift)
Lever Asy (Steering Column)
Lever (Clutch Pedal)
Lever (Dashpot Operating)
Lever (Fast Idle Cam)
Lever (Front Door Latch)
Lever (Front Seatback Pivot)
Lever (Heater Door)
Lever (Luggage Compartment Lock Release)
Lever (Steering Column Release)
Lever (Trans Gearshift Selector)
Lever (Trans Shifter)
Lever (Transfer Case Center)
Lever (W/S Wiper Switch)
Lift Asy (Folding Top)
Lift (Back Window)
Line (Compressor to A/C)
Line (Evaporator to Compressor)
Link Asy (Control Shaft)
Link Asy (Front Seat Track)
Link Asy (Stabilizer Bar)
Link (Carb Accel Pump)
Link (Choke)
Link (Folding Top Control)
Link (Front Seatback)
Link (Passenger Seat Track Reg)
Link (Pedal Assist Spring)
Link (Rear Door Lock)
Link (Tailgate Latch Release)
Link (Tailgate Upper Hinge)
Link (Tailgate Upper Lock)
Linkage (Accelerator)
Linkage (Kickdown)
Linkage (Transmission)
Load Leveler Suspension System
Lock Cylinder (Door)
Lock Lever Assembly (Door)
Lock Lever Assembly (Tailgate)
Lock Lever Retainers (Clips and Brackets)
Lock Set (Spare Wheel)
Main Body & Plug Asy
Manifold & Tube Asy
Manifold, Exhaust Air Supply
Manifold (Check Valve Vacuum)
Mask (Select Indicator)
Member Asy (Engine Mounting)
Member Asy (Rear Floor)
Member (Floor Side Rear)
Metering Valve Spring

Mirrors, Motorized (Electrical Only – Not Glass/Housing Damage or Breakage)
Module Asy (Airbag)
Module (Engine Control Relay)
Module (Passive Restraint)
Motor and Drive (Seat HD RE)
Motor and Plate (Folding Top)
Motor Asy (Feedback)
Motor Asy (Frt Dr Pwr)
Neck and Bracket Asy (Oil)
Nozzle (W/S Defroster)
Nozzle (W/S Washer)
Nut and Ferrule (Exhaust Supply)
Nut and Pin Asy (Wheel Bearing)
Nut Asy (Front Wheel Bearing)
Nut Asy (Radio Ant)
Nut (Clock Reset Knob)
Nut (Roof Sliding Panel Frame)
Nut (Spare Wheel Carrier)
Oil Level Sensor
Oil Pressure Sender
O-Ring (Fuel Valve Inlet)
O-Ring (Oil Cooler)
O-Ring (Solenoid)
Pad (Rear Spring)
Panel (Circuit Breaker Mounting)
Park Brake Signal Lamp
Pawl (Steering Column Lock)
PCV Hose Assembly
PCV Valve
PCV Vapor Filter
Pedal Asy (Accelerator)
Pin (Bodyside Door Check)
Pin (Fast Idle Adjust)
Pin (Front Caliper Slide)
Pin (Front Seatback Pivot)
Pin (Gearshift Lever)
Pin (Gearshift Tube)
Pin (Gearshift Tube Lever)
Pin (Lock – Rear Spring Shackle)
Pin (Seat Regulator Control)
Pin (Venturi Valve)
Pipe (Fuel Tank Filler)
Piston & Rod Asy (O/D)
Piston Asy (Carb & Lever)
Piston Asy (Carb Vacuum)
Piston (O/D Clutch)
Pivot (Clutch Equalizer)
Pivot (Front Seatback)
Pivot (Quarter Window Glass)
Plate and Spring Asy
Plate Asy (Clutch Release)
Plate Asy (Instrument Cluster)
Plate Asy (Speed Control Bracket)
Plate Asy (Stabilizer Bracket)
Plate (Carb Throttle)
Plate (Carburetor Choke)

Plate (Door Latch Bolt)
Plate (Door Lock Switch Cover)
Plate (Door Pull Handle)
Plate (Floor A/Hol)
Plate (Folding Passenger Seat)
Plate (Front Shock Absorber)
Plate (Gearshift Lever Open)
Plate (Heater Cover)
Plate (Horn Button or Ring)
Plate (Instr Panel-H/B OPG CV)
Plate (P/B Cover Liftgate HD)
Plate (Radio Mounting)
Plate (Rear Seat Anchor)
Plate (Rear Speaker Mounting Front)
Plate (Rear Spring CL)
Plate (Spare Wheel Carrier AR)
Plate (Striker)
Plate (Vent Valve Diaphragm)
Plate (W/S Wiper Drive)
Plate (Window Reg & D)
Plug Asy (Trailer Lamp)
Plug (Fuel Level Check)
Plug (Valley Pan)
Positioner Assembly
Premium Sound Amplifier (Factory-installed)
Premium Sound Control (Factory-installed)
Pressure Relief Valve
Processor Assembly
Pulley (Air Pump)
Pulley (Belt Idler)
Pulley Assembly
Pulley Assembly (Drive Belt)
Pump (Front Seat Pad Adjust)
Quadrant (Clutch Pedal Adj)
Radiator & Support Asy
Radio (AM, AM/FM), Speakers, Cassette Player, Digital CD Player, Graphic Equalizer, Premium Sound Amplifier (Factory-installed)
Radio Speakers (Factory-installed)
Rail Asy (Holding Retainer)
Rail (Guide Sliding)
Ratchet (Front Seatback)
RD Door Latch Control
RD Door Lock Actuator
Rear Door Lock Asy
Rear Seatback Latch
Rear Sensor (Airbag)
Rear Spring Leaf No.
Rear Switch Asy
Rear Window Defogger Mount
Rebound Bumper
Receptacle Asy (Console)
Receptacle (Front Seatback)

Refrigerant Line
Regulator (Quarter Window)
Reinl Asy (Roof Pnl)
Reinl WH/Splash Shield
Reinforced Door Hinge on Body
Reinforced Door Panel w/Reg
Reinforced Frame Side Member
Reinforcement Asy (Bodyside Door)
Reinforcement (Floor Side Member)
Reinforcement (Grille)
Reinforcement (Instrument Panel)
Reinforcement (Radiator)
Reinforcement (Rear Door)
Relay Asy (Back Window Heater)
Relay Asy (Cornering Lamp)
Relay Asy (Fuel Pump)
Relay Asy (Headlamp)
Relay (Anti-theft)
Relay (Glow Plug)
Relay (Horn)
Relay (Ign Current Amplifier)
Release Hubs and Bearings (Transmission)
Reservoir Asy (EGR Valve)
Reservoir (W/S Washer)
Resistor Asy (Heater)
Resistor Asy (Ign Bat)
Retainer Asy (Steer Col Support)
Retainer (Air Inlet Duct)
Retainer (B/Bolt Anchor P1)
Retainer (BKT VT DIV Bar)
Retainer (Body S/D O/S HD)
Retainer (Breaker Plate)
Retainer (Choke Pulldown)
Retainer (Clutch Pedal)
Retainer (Console Lid Catch)
Retainer (Crankcase Cam Guide)
Retainer (Door Glass)
Retainer (Door Lock Striker)
Retainer (Eng Housing Side Ins)
Retainer (Engine Rear Support)
Retainer (F/S Track Adjust HD)
Retainer (Finish Panel)
Retainer (Float Lever)
Retainer (Front Door VW Guide)
Retainer (Front Seat Adjust Handle)
Retainer (Front Shock Absorber)
Retainer (Fuel Pump Retainer)
Retainer (Gearshift)
Retainer (Headlamp Bulb)
Retainer (Headlamp Switch)
Retainer (Hood Release Cable)
Retainer (Piston Stop)
Retainer (Quarter Window W/STR)
Retainer (Rear Door)

· (Roof Side Rail)
· (Roof Sliding Panel)
· (Spare Wheel Carrier)
· (Speedo Driven Gear)
; (Stoplamp Switch)
r (Valve Tappet Plate)
r (W/S Wiper Pivot)
r (Wiring Harness)
id & 3rd T/W
el Tank Sender)
orn Blow Cam)
(Door & Quarter Window)
(Quarter Power)
/ (Accel Shaft)
/ (Park Pawl Actuator)
ick Door Inside)
ick Door Latch Lower)
ick Door Latch R/C)
arb Metering)
arb-Accel Pump)
noke Shaft)
utch Master Cyl)
ontrol Shaft)
oor Lock Actuator)
ist Idle Cam)
ame Stabilizer)
ont Seatback Adjust
itor)
ont Seatback Latch)
ear Door Latch Actuator)
ans Gearshift)
ans Throttle Valve)
acuum Metering)
r Valve
Door and Qtr Window
)
Door Hinge)
Lower Door Guide)
Quarter Window Guide)
Rear Door Window)
pening Bracket
ng Cooling Fan Mt)
Br Asy Rd G
id Bracket Asy (Rear Door)
id Ext (Door Glass)
iy (Front Door Glass)
iy (Rear Door Guide)
t (Vt Window Div)
oor Glass Upper)
ront Door Glass Lock)
ront Door Glass Top)
ear Door Glass)
Belt Buckle (Front and
)
Belt Motor Drive Assembly
Belt Restraint Carrier
Belt Retractors
Safety Belt Shoulder Straps (Guides, Bezels, Brackets and Supports)
Safety Belt Track Assembly
Safety Belt Warning Chime Assembly
Screw and Washer (Fast-idle)
Screw (Carb Dis Nozzle)
Screw (Carburetor Fast-idle)
Screw (Carburetor)
Screw (Choke Control Cover)
Screw (Dashpot Operating)
Screw (Fuel Injection Lever)
Seal Kit (Backup Valve)
Seal (A/C Door)
Seal (A/C Drain Tube)
Seal (A/C Evaporator Case)
Seal (A/C Evaporator Core)
Seal (Accel Pedal Rod)
Seal (Air Horn)
Seal (Carburetor Fast-idle)
Seal (Control Select Dia)
Seal (Crankcase Separator)
Seal (Heater Core)
Seal (Idle Adj Needle)
Seal (Servo Cover Case O/D)
Seal (Window Regulator Switch)
Sedimenter Asy (Fuel)
Sender (Exhaust Temp)
Sender (Water Temp)
Sensor and Retainer (Tachometer)
Sensor (Air Temp)
Sensor (Alcohol)
Sensor (Carb ATC)
Sensor (Crank Timing)
Sensor (Exhaust Gas)
Sensor (Low Coolant)
Sensor (Shock Absorber)
Sensor (Washer Fluid Level)
Sensors (Airbag)
Separator Asy (Fuel)
Servo and Bracket (Speed Control)
Servo and Guide Asy
Servo and Hose Asy
Shackle Asy (Rear Spring)
Shackle Stud (Front Spring)
Shackle (Bolt Ret)
Shaft and Cam Asy (Distributor)
Shaft and Housing (Accel)
Shaft and Lever (Carb Throttle)
Shaft and Yoke Asy
Shaft Asy (Carb Choke)
Shaft Asy (Front Seat Adjust)
Shaft (A/C Damper Door)
Shaft (Clutch Brake Pedal)
Shaft (Damper)
Shaft (Oil Pump Drive)
Shield Asy (Radiator)
Shield Asy (Spark Plug)
Shield (Alternator Fan)
Shield (Clutch Pedal)
Shield (Door Center)
Shield (Door Latch)
Shield (Door Switch)
Shield (Front Disc Brake R)
Shield (Front Door Latch)
Shield (Fuel Supply Manifold)
Shield (Fuel Vapor Storage)
Shield (Wiring)
Shift Asy (Clutch Pedal)
Shift (Clutch Pedal Pawl)
Shim (Door Lock Striker)
Shim (Frt Susp Upr Ar)
Shoulder Strap Track Assembly
Shroud (Fan)
Sleeve Asy (Speed Gear)
Sleeve (Body S/D O/H S)
Sleeve (Cyl Hydraulic Clutch)
Sleeve (F/V ST Can P)
Sleeve (Steering Column)
Slide (Front Seat Track)
Slide (Instrument Panel Ashtray)
Slinger (Water Pump)
Socket and Retainer (Cigar Lighter)
Sol Valve Asy (VDL C)
Solenoid (Cranking – Fuel)
Solenoid (Float Bowl)
Solenoid (Seat Reg Control)
Solenoid (Turbo Control)
Spacer Asy (Rear Spring)
Spacer (Alternator)
Spacer (Belt Shoulder)
Spacer (Carburetor)
Spacer (Exhaust Manifold)
Spacer (Front Axle Radius Bracket)
Spacer (Front Seatback Cushion)
Spacer (Park Lever)
Spacer (Rear Spring)
Spacer (Transmission)
Spacer (W/S Wiper Mount)
Speed Sensor
Speedometer/Odometer (Electrical and Mechanical)
Spoke (Replacement Kit Wheel)
Spring (Acc to Bellcrank)
Spring (Accel Shaft)
Spring (Back Window Reg)
Spring (Carb Accel Pump)
Spring (Carburetor Air Intake)
Spring (Carburetor Throttle)
Spring (Clutch Release Lever)
Spring (Door Latch Toggle)
Spring (Driveshaft Centering)
Spring (Exhaust Therm Control)
Spring (Front #3 Thru)
Spring (Front Door Vent Window)
Spring (Front Seat Track)
Spring (Fuel Filler Lid)
Spring (Gearshift Select)
Spring (Hood Assist)
Spring (Hood Lock)
Spring (Hood Lock Cam)
Spring (Instr Panel Glove Compart)
Spring (Kickdown Control)
Spring (Metering Rod)
Spring (O/F CL Piston)
Spring (Power Valve)
Spring (Rear Bumper S/Defl)
Spring (Rear Door Window Reg)
Spring (Rear Susp Torsion)
Spring (Spare Wheel Lever)
Spring (Steering Cal Position)
Spring (Steering Column)
Spring (Steering Column Lock)
Spring (Tailgate Upper Hinge)
Spring (Throttle AOT)
Spring (Trans Control L)
Spring (Vanity Mirror Cover)
Spring (Window Reg C/Bal)
Spring (Windshield Wiper)
Springs (Front and Rear)
Stab Asy (Door Vent Window)
Stabilizer Bar Insulator
Stanchion Asy (Antenna)
Stator (Distributor)
Steering Column Asy
Stop Asy (Acc Pedal D)
Stop Asy (Rear Seatback)
Stop (Door Window Upper)
Stop (Front Seatback F)
Stop (Glove Compartment)
Stop (Quarter Window Lower)
Stop (Rear Door Window)
Stop (Rear Door Window R U)
Stop (Spare Wheel)
Strainer (Package Tray)
Strap Asy (Engine to Dash)
Strap (Fuel Cap Retainer)
Striker Plate (Luggage Compartment)
Striker (Front Seatback)
Striker (Liftgate Assist)
Striker (Liftgate Latch)
Striker (Storage Compartment Door)
Striker (Tailgate Latch)
Striker (T-Top Latch)
Stud (A/C Mounting)
Stud (Front Seat Adjust Motor)
Stud (Trans Shift Bellcrank)
Suction Line (Evap-CM)
Suction/Discharge FS
Support Asy (Aux Seat)
Support Asy (Engine)
Support Asy (Front Seat)
Support Asy (Hood Lock)
Support Asy (Transmission)
Support (Aux Floor)
Support (Door Upper)
Support (Front Seat)
Support (FS Pump)
Switch and Bracket (Speed Control)
Switch and Wire Blt Sn
Switch Asy (Cooling Fan)
Switch Asy (Distributor Mod)
Switch Asy (Flip Roof)
Switch Asy (Oil Temp)
Switch (A/C Cutout)
Switch (F V Override Warning)
Switch (Glow Plug Control)
Switch (High Hood Press)
Switch (Injection System Temp)
Switch (Servo Control)
Switch (Temp Control Valve)
Switch (Top Control)
Switch/Bracket (Gearshift)
Swivel (Choke Plate Adjust)
Tank (Radiator Outlet)
Tank (Radiator Upper Bolt)
Temp Vacuum System Valve
Temperature Gauge
Temperature Sensor (Engine Coolant)
Tensioner Asy
Thermostatic Lever
Throttle Valve Cable
Track Asy (Front Seat)
Track Asy (Safety Belt)
Track (Front Seat)
Track (Front Seat Inner)
Track (Sliding Roof Panel)
Trap Support
Trunnion (Trans Gearshift)
Tube (Air Cleaner Inlet)
Tube (Air Cleaner Outlet)
Tube (Air/Intake)
Tube (Air Suspension)
Tube (Anti-Backfire)
Tube (Carb Air Vent)
Tube (Exhaust Air Supply)
Tube (Front Seat Adjust Horizontal)
Tube (Front Seat Adjust Motor)
Tube (Front Seat Adjust Rear Vertical)
Tube (Front Seat Adjust Vertical)
Tube (Fuel Filter to Valve)
Tube (Fuel Tank Vent)
Tube (Fuel Vapor Storage)
Tube (Idle)
Tube (Injection Pump Lube)
Tube (Int Manifold)
Tube (Support Front Tank)
Tube (Thermactor Air)
Tube (Vacuum Heat Valve)
Tube Asy (Air Cleaner Intake)
Tube Asy (Air Supply)
Tube Asy (Clutch Mstr)
Tube Asy (Crankcase Vent)
Tube Asy (EAS Outlet)
Tube Asy (Fuel Pump/Carb)
Tube Asy (Fuel Return)
Tube Asy (Fuel Return Rear)
Tube Asy (Gearshift)
Tube Asy (Heater Water)
Tube Asy (Inter)
Tube Asy (Steering Column)
Tube Extension
Tube to Fuel Tank
Turbo Retard Switch
Twin Speed Accel Drive
U-Bolt, Rear Spring
Vacuum Restrictor
Vacuum Selector, A/C
VAF Sensor
Valve Asy (Carb Power)
Valve Asy (Crankcase Vent)
Valve Asy (EGR Ex Pr)
Valve Asy (EGR Exhaust)
Valve Asy (EGR Solenoid Valve)
Valve Asy (Exhaust Thermactor)
Valve Asy (Fuel Vapor)
Valve Asy (Heater Water)
Valve Asy (Rear Susp Leveler)
Valve Asy (Term Vent)
Valve Asy (Venturi)
Valve Asy (Vacuum Check)
Valve (Distributor Vacuum Control)
Valve (Float Bowl Vent)
Valve (Manifold Heat Control)
Valve (Trans Vacuum Reg)
Valve (Vacuum Differential)
Vent Air Bypass Adjust Spring
Venturi Asy (Carb Secondary)
Venturi Valve Cover Gasket
Warning Lamp Jumper
Washer (Battery Terminal ARRE)
Washer (Drum Bolt)
Washer (Fuel Injection Nozzle)
Washer (Trans Gearshift)
Washer (Window Reg Roller)
Water Sep Cable
Wheel Asy
Wheel Nut (Anti-theft)
Window Kit (Sliding Back)
Window Latch
Wire Asy (Power Seat)
Wiring (A/C Clutch Coil)
Wiring (Radio Amplifier)
Wiring Asy (Airbag)
Wiring Asy (Rearview ins)
Wiring Asy (Rearview Mirror)
Wiring Asy (W/S Wiper Switch)
Yoke (Steering Col Shaft)

These Are the Only Components Not Covered by ESP PremiumCARE

Mechanical

Service adjustments and cleaning, battery and cables, belts and hoses, brakes (front hub, drums, shoes, linings, disc rotors, pads), coolant, exhaust system (includes catalytic converter), filters, fluids, lubricants, lights (bulbs, sealed beam, lenses), manual clutch disc, shock absorbers, spark plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wiper blades, wheel studs, and compressed natural gas/liquid propane fuel system components.

Exterior

Service adjustments (glass and body parts), bright metal bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheel covers and ornaments, convertible top, fabric, liners, zippers and fasteners.

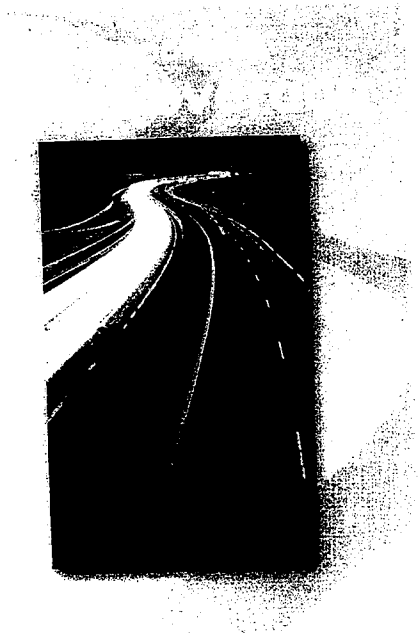
Interior

Buttons, carpets, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, upholstery.

This brochure is intended to provide general information about Ford ESP. Prices and plans are subject to change without notice. Plan availability, benefits, coverage and provider may vary by state. Please see your dealer for details or refer to your plan provisions. Illustrations used in the brochure are for graphic representation only. Repairs needed to any engine, transmission and final drive components resulting from the use of a non-Ford component such as an aftermarket turbocharger are not covered. In some cases, repairs will be made with authorized new or remanufactured parts after the expiration of the New Vehicle Limited Warranty. See your dealer or your copy of the warranty for complete details on the New Vehicle Limited Warranty.

Florida dealers only: In Florida, Ford ESP is a Service Contract from The American Road Insurance Company, Dearborn, MI 48126. Certificate of Authority #09079.

Arizona dealers only: In Arizona, Ford ESP is a Service Contract from Ford Motor Service Company, P.O. Box 6045, Dearborn, MI 48121. 1-800-392-FORD.



Component Parts Coverage for New and Pre-Owned Vehicles

Extended Service Plan From

Ford

EXTENDED SERVICE PLAN

VALUE • SECURITY • CONFIDENCE

Extended Service Plan From

Ford

EXTENDED SERVICE PLAN

Ford ESP... For Extensive Coverage!

Listed in this brochure are the various Ford ESP plans and the parts covered by each plan.

Select the plan that's right for your "peace of mind" protection.

PowertrainCARE

Covered Components: 29

- Axle Shafts
- Bearings (Front-wheel)
- Bearings (Rear-wheel)
- Cylinder Block
- Cylinder Heads
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Engine (All Internal Lubricated Parts)
- Final Drive Housing (Including All Internal Parts)
- Flywheel
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Locking Rings (Four-wheel Drive)
- Manifold, Exhaust
- Manifold, Intake
- Oil Pan
- Oil Pump
- Retainers
- Seals and Gaskets
- Thermostat
- Thermostat Housing
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission (Including All Internal Parts)
- Transmission Case
- Turbocharger/Supercharger Unit (Factory-installed)
- Universal and Constant Velocity Joints
- Valve Covers
- Water Pump

BaseCARE

Covered Components: 84

- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Condenser
- Alternator
- Axle Shafts
- Backglass, Heated (Electrical Only – Not Glass Damage or Breakage)
- Backing Plates
- Ball Joints (Upper and Lower)
- Bearings (Front-wheel)
- Bearings (Rear-wheel)
- Brake Booster (Power)
- Calipers (Brake)
- Column Lock (Tilt Wheel)
- Combination Valve (Brake)
- Control Arm Shafts and Bushings
- Control Arms (Upper and Lower)
- Control Valve
- Cooler and Lines (Steering)
- Cylinder Block
- Cylinder Heads
- Diesel Injector Pump
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Electronic Ignition Module
- Engine (All Internal Lubricated Parts)
- Evaporator (A/C)
- Field Coil (A/C)
- Final Drive Housing (Including All Internal Parts)
- Flywheel
- Fuel Pump
- Gas Fuel Injectors and Fuel Lines
- Governor Assembly
- Harmonic Balancer and Bolt
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Idler Arm
- Ignition Switch
- Kingpins and Bushings
- Lines and Fittings
- Linkage and Bushings
- Linkages and Couplings
- Locking Rings (Four-wheel Drive)
- MacPherson Struts (Front and Rear)
- Manifold, Exhaust
- Manifold, Intake
- Master Cylinder
- Oil Pan
- Oil Pump
- Parking Brake Linkage and Cables
- Power Steering Pump
- Pulley (A/C)
- Pulley Assembly
- Radiator Fan Relay
- Retainers and Clips
- Seals and Gaskets
- Self-adjusters
- Shaft (Brake Pedal)
- Speedometer/Odometer (Electrical and Mechanical)
- Spindle and Spindle Supports
- Springs
- Stabilizer Bar
- Starter Motor
- Starter Motor Solenoid
- Steering Gear Housing, Manual and Power (Including All Internal Parts)
- Switches (Manually Operated Electrical)
- Thermostat (Engine)
- Thermostat Housing
- Tie Rods (Front Suspension)
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission (Including All Internal Parts)
- Transmission Case
- Turbocharger/Supercharger Unit (Factory-installed)
- Universal and Constant Velocity Joints
- Valve Covers
- Voltage Regulator
- Water Pump
- Wheel Cylinders
- Wiper Motors
- Wiring Harnesses (Excluding Spark Plug Wires)

ExtraCARE

Covered Components: 113

- A/C Accumulator
- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor/Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Condenser
- Air Suspension, Electronic (Selected Components)
- Alternator
- Anti-lock Brake Module and Sensor
- Automatic Temperature Control
- Axle Shafts
- Backing Plates
- Ball Joints (Upper and Lower)
- Bearings (Front-wheel)
- Bearings (Rear-wheel)
- Brake Booster (Power)
- Calipers (Brake)
- Column Lock (Tilt Wheel)
- Combination Valve (Brake)
- Compass and Thermometer Readout Displays
- Control Arms (Upper and Lower)
- Control Arm Shafts and Bushings
- Control Valve (Steering)
- Cooler and Lines (Steering)
- Cylinder Block
- Cylinder Heads
- Diesel Injector Pump
- Diesel Injectors and Fuel Lines
- Diesel Lift Pump
- Distributor Assembly
- Drive Axle Housing (Including All Internal Parts)
- Driveshaft
- Electronic Ignition Module
- Engine (All Internal Lubricated Parts)
- Engine Mounts
- ETA Pump Hose Assembly
- Evaporator (A/C)
- Field Coil (A/C)
- Final Drive Housing (Including All Internal Parts)
- Flywheel
- Flywheel Ring Gear
- Fuel Pump
- Fuel Tank and Lines
- Gas Fuel Injectors, Fuel Lines and Fittings
- Governor Assembly
- Harmonic Balancer and Bolt
- Heated Backglass (Electrical Only – Not Glass Damage or Breakage)
- Heater Blower Motor
- Heater Core Assembly
- Hubs, Automatic Front Locking (Four-wheel Drive)
- Idler Arm (Steering)
- Ignition Module (Electronic)
- Ignition Switch
- Instrument Cluster, Electronic (Excluding Dash Pad, Clock, Audio, and Visual Equipment)
- Keyless Entry System (Excluding Door Handles)
- Kingpins and Bushings
- Lines and Fittings
- Linkage and Bushings
- Linkages and Couplings
- Locking Rings (Four-wheel Drive
- MacPherson Struts (Front and Rear)
- Manifold, Exhaust
- Manifold, Intake
- Master Cylinder
- Oil Pan
- Oil Pump
- Parking Brake Linkage and Cable
- Power Antenna
- Power Door Locks and Retainer Clips (Excluding Door Handles)
- Power Seat Motors
- Power Steering Pump
- Power Window Motors/Regulator
- Pulley (A/C)
- Pulley Assembly, Power Steering Pump
- Radiator and Radiator Fan
- Radiator Fan Clutch or Motor
- Radiator Fan Relay
- Rear Axle Hub Bearings
- Retainers and Clips
- Seals and Gaskets
- Self-adjusters
- Shaft (Brake Pedal)
- Speed Control
- Speedometer/Odometer (Electrical and Mechanical)
- Spindle and Spindle Supports
- Springs
- Stabilizer Bar

PremiumCARE

Covered Components: 500+

Includes all components listed under ***PowertrainCARE, BaseCARE*** *and* ***ExtraCARE***

)tor
)tor Solenoid
Gear Housing, Manual
ver (Including All Internal

(Manually Operated,
:al)
tat (Engine)
tat Housing and Gasket
(Front Suspension)
Chain Cover
Chain (Gears or Belt)
Converter
Case
ding All Internal Parts)
ission
ding All Internal Parts)
ission Case
iission Module, External
iission Mounts
iission Vacuum Module
harger/Supercharger Unit
tory-installed)
sal and Constant Velocity
ts
Covers
ie Regulator
Pump
l Cylinders
shield, Insta-Clear®
ctrical Only – Not Glass
mage or Breakage)
r Motors
ig Harnesses
(cluding Spark Plug Wires)

A/C Fresh/Rec Cable
A/C Mode Air Cable
A/C Temp Control Door
Absorber (Steering Shaft)
Actuator (Courtesy Lamp)
Actuator (Fuel/Fill Door)
Actuator (Luggage Compartment)
Actuator (Radiator Grille)
Actuator (Steering Column Lock)
Adapter (Carb Fuel Inlet)
Adapter (Distributor)
Adapter (Flywheel to Trans)
Adapter (Oil Filter Hose)
Adapter (Speedometer Cable)
Adapter (Tachometer)
Adapter (Transmission/Engine)
Adapter Assembly (Air Cleaner)
Adapter Assembly (Alternator Reg)
Adapter Assembly (Crankcase)
Adapter Kit (Power Steering Tube)
Adjuster Assembly (Front Seat)
Adjusting Bar (Headlamp)
Air Check Valve Assembly
Air Conditioner Kit
Air Control Valve
Air Door Spring
Air Idle Vacuum Valve
Air Line Protector
Air Pump Adjusting Arm
Air Pump Muffler Shield
Air Supply Valve (Hose and Tube)
Airbag Module Assembly
Alternator Bracket
Ambient Sensor
Ammeter (Alternator)
Amplifier Assembly (EGR Valve)
Antenna Assembly (Electric)
Antenna Assembly (Radio)
Antenna, Radio (Base Assembly)
Anti-rattle Quarter
Anti-theft Alarm (Factory-installed)
Arm (Auxiliary Seat CV Support)
Arm (Bushing Assembly)
Arm (Shift Control)
Arm (Spare Wheel Carrier)
Arm Assembly (Wipers)
Auxiliary Heater Control and Bezel
Auxiliary Heater Switch
Back Plate
Baffle (4V Carb)
Baffle (Interior Manifold Air)
Baffle (Plate Carb Fl)
Baffle (Warning Indicator)
Ball (Carb Accel Pump)
Ball (Oil Ind Blk)
Bar (Decklid Torsion)
Bar (Door Vent Window)
Bar (Front Seat Track)
Bar Assembly (Front Seat Track)
Barometric Pressure and MAP Sensor
Base (Front Seat Adjust Reg)
Base Assembly (Radio Antenna)
Bearings (Rear-wheel and Axle Hub)
Bellcrank (Rad Sheater Cnt)
Bellcrank (Rear Door)
Belt Asy (Rear-seat Compartment)
Bendix Compressor
Bezel (Door Lock Knob)
Bezel (Rear Door Lock Control)
Bezel (Speed Control Select)
Block (Vacuum Hose Junction)
Block Assembly (Headlamp Switch)
Board (Electronic Instrument Indicator)
Body/Plug Assembly (Carburetor)
Bolt (Battery Clamp)
Bolt (Clutch Pressure Plate)
Bolt (Column Flange)
Bolt (Exhaust Air Supply)
Bolt (Front Spring-Tie)
Bolt (Fuel Tank Strap)
Bolt (Inj Pump Gear)
Bolt (Starter Thru)
Boot Asy (Gearshift Lever)
Boot (Rubber)
Brace Asy (Carb Air Cleaner)
Brace (Compressor, Front)
Brace (Dash to Frame)
Brace (F/FDR to APR)
Brace (Instrument Panel/Upper)
Brace (Oil Bath Air)
Brace (Radiator Grille Panel)
Bracket Asy (A/C Evap Cable)
Bracket Asy (Alternator Rear)
Bracket Asy (Door Vent)
Bracket Asy (Eng Dampener R)
Bracket Asy (Engine Rear R)
Bracket Asy (Frame)
Bracket Asy (Front Support)
Bracket Asy (Lift)
Bracket Asy (Speed Control)
Bracket Asy (Steering Column)
Bracket Kit (Reservoir Fix)
Bracket (A/P Filter)
Bracket (Accel Bellcrank Sta)
Bracket (Accel to Retract)
Bracket (Air Cleaner Mounting)
Bracket (Alter Reg Mounting)
Bracket (Aux Seat Cushion Front Seat)
Bracket (Back Window Reg)
Bracket (Backup Lamp Mounting)
Bracket (Brake Skid Control Act)
Bracket (Bypass Valve)
Bracket (Carb Choke Control)
Bracket (Carb Dashpot Mounting)
Bracket (Console Mounting Front)
Bracket (D/P to Cowl T/P)
Bracket (Decklid Hinge)
Bracket (Dist Vacuum Delay Valve)
Bracket (Door Remote)
Bracket (Door WDO Stop)
Bracket (Door Window)
Bracket (Door Window Stop)
Bracket (Eng Supt Front)
Bracket (Engine S/R Mtg Trans)
Bracket (F/FDR to Pillar)
Bracket (Fender Mounting Rear)
Bracket (For Radius Arm)
Bracket (Frame Rod Support)
Bracket (Front Door)
Bracket (Front Door Window)
Bracket (Front Seatback Side Ext)
Bracket (Instr Panel Glove Comp Light)
Bracket (Instrument Panel Mounting)
Bracket (Instrument Panel Wire)
Bracket (Instrument Panel/Cowl)
Bracket (Instrument Panel/Floor)
Bracket (Int Manifold T/Sup)
Bracket (Leveler Valve Mount)
Bracket (Main Pivot Body)
Bracket (Oil Cooler)
Bracket (Oil Filter Bypass)
Bracket (Oil Level Indicator)
Bracket (P/S Pump Adjusting)
Bracket (Package Tray Str)
Bracket (Quarter Vent Window Pivot)
Bracket (Quarter Window)
Bracket (Quarter Window Reg)
Bracket (Radiator Supply)
Bracket (Radio Rec)
Bracket (Rear Axle Bumper)
Bracket (Rear Door Latch Rod)
Bracket (Rear Door Pull Handle)
Bracket (Rear Door Window)
Bracket (Rear Lamp Mounting)
Bracket (Rear Seat Cushion)
Bracket (Rear Seat Cushion Torsion)
Bracket (Reg Control Proc)
Bracket (Release Equalizer)
Bracket (Roof Sliding Panel)
Bracket (S/C Actuator)
Bracket (Shift Tube/Steering)
Bracket (Spare Wheel Mounting)
Bracket (Speed Control)
Bracket (Steering Column Support)
Bracket (Steering Gear Mounting)
Bracket (Tailgate C/Bal Torsi)
Bracket (Water/Fuel Sep)
Bracket (Windshield)
Bracket (Wiring Shield)
Breaker Asy (Wiring)
Brush Asy (Horn Blow)
Brush Module
Bumper Asy (Tailgate)
Bumper (Door)
Bumper (Luggage Compartment Door Inside)
Bumper (Rear Seatback)
Bumper (Tailgate Latch)
Bushing (Clutch Pedal)
Bushing (Door Hinge)
Bushing (Door Latch Rod)
Bushing (Front Seatback A/RS)
Bushing (Rear Suspension Tie)
Bushing (Vent Valve)
Bushing (Vent Valve CT)
Buzzer Asy (Warning)
Cable Assembly (W/S Wiper)
Cable Asy (A/C Temp)
Cable Asy (Control Selector)
Cable Asy (Luggage Cover)
Cable Conn (Tachometer)
Cable (Front Seat)
Cable (Front Seat Adjust Horizontal)
Cable (Heater Control)
Cable (Luggage Compartment Cover)
Cable (Luggage Door Latch)
Cable (Safety Belt Anchor)
Cable (Side Sliding Panel)
Cable (Tachometer)
Cables and Wiring
Cam Asy (Distributor)
Cam (Front Window Reg)
Cam (Heater and A/C Control)
Canister and Bracket
Cap Asy (Radio Volt)
Cap Asy (Steer Wheel)
Cap (Folding Top Header)
Cap (Rad Overflow Container)
Cap (Trans Gearshift Lever)
Cap (Vacuum Outlet Manifold)
Cap (Water Outlet)
Carb Idle Jet
Carburetor Asy
Carrier (Safety Belt Restraint)
Case Asy (Heater Core)
Case (A/C Evaporator)
Casing and Shift Asy (Speedo)
Cassette Player (Factory-installed)
Catch (Glove Comp Door)
CB Antenna (Manual)
Cellular Phone, Receiver, Handset, Speaker Asy and Antenna (Factory-installed)
Chamber Asy (A/Brake AN)
Channel Asy (Back Window)
Channel Asy (Quarter Guide)
Channel Asy (Quarter Window)
Channel Asy (Spare Wheel)
Channel (Front Door Window)
Channel (Rear Door Window Glass)
Charge and Volt Gauges
Check Control Diaphragm Cover
Choke Cap
Choke Control
Choke Pulldown Rod
Cigarette Lighter
Clamp Asy (Air Cleaner)
Clamp Asy (Folding Top)
Clamp Asy (Heater Hose)
Clamp (Air Manifold)
Clamp (Air Vent Rod)
Clamp (Carb Thermo Choke)
Clamp (Fuel Line)
Clamp (RR Wind Washer Hose)
Clamp (T-Bolt Fitband)
Clamp (Trans Gearshift Lever)
Clip (Brake Shield)
Clip (Disc Brake Anti-rattle)
Clip (Door Lock Control Link)
Clip (Door Window Top Outer)
Clip (Fuel Filter Hose)
Clip (Heater Control Cable)
Clip (Heater or A/C Cable)
Clip (Hood Support Rod)
Clip (Road End Clevis)
Clip (S/C Cable Retainer)
Clip (Spare Wheel Cover)
Clip (Speedometer Cable)
Clip (Visor Arm)
Clip (Window Reg Housing)
Clock (Electric)
Coil (Ignition)
Compartment Asy (Glove Comp)
Compt Asy (Quarter Panel Tool)
Condenser (Distributor)
Condenser (Filter)
Conn Asy (Vacuum Tube)
Conn (Vent Air Reg Mount)
Connector and Demister
Connector Assembly
Connector (Carb Air)
Connector (Cowl Vent Air Duct)
Connector (Engine/Trans)
Connector (Muffler Inlet)
Connector (Stereo Tape Cart)
Connector (Thermo Switch)
Connectors (Hose Tube)
Container (Hood)
Control Asy (Engine Mileage)
Control Asy (Idle)
Control Asy (Rear Seat)
Control Asy (Trans Gear)
Control Asy (Vacuum Break)
Controls (Rear-seat Audio)
Cooler (Trans Oil)
Cord (Front Seatback Assist)
Core (A/C Charge Valve)
Coupling (Self-sealing)
Cover Asy (Heater Housing)
Cover Asy (W/S Wiper Motor)
Cover Plate (Fuel Pump)
Cover (A/C Temp Control)
Cover (A/C Temp Door Actuator)
Cover (Brake Skid Module)
Cover (Carb Diaphragm)
Cover (Carb Economizer Valve)
Cover (Engine Housing Control)
Cover (Front Seat Trk Lower Support)
Cover (Fuel Injection Pump)
Cover (Fuse Panel)
Cover (Inst Panel A/C Opening)
Cover (Junction Block)
Cover (Rear Seat Support)
Cover (Rear View O/S Arm)
Cover (Trans Control Ind)
Cover (Trans Gearshift Lever)
Cover (Transfer Case Sel Open)
Cover (W/S Washer Reservoir)
Cover (W/S Wiper Motor)
Crossmember
Crossmember Frame Front
Cup (Clutch Slave Cyl P)
Cup (Front Shock Strut Cover)
Cup (Vent Valve Diaphragm)
Cylinder Key (Ign Switch Lock)
Cylinder Keys (Hood Latch)
Cylinder (Air Leveler)
Cylinder (Clutch Master)
Cylinder (Decklid Lock)
Dampener (Engine Mounting)
Dampener Asy (A/C O/S A)
Dash Panel
Decel Fuel Shutoff
Deflector (Fan Air)
Deflector (Kit Air)
Deflector (Rad Air Upper)
Diagnostic Module Assembly (Airbag)
Diaphragm Asy (Carb Accel)
Diaphragm (Vent Valve)
Digital CD Player (Factory-installed)
Dist (Vacuum Vent Control)
Door Ajar Warning Switch Assembly
Door Asy (A/C Evap CS)
Door Asy (Heater Air)
Door Asy (W/S Defrost)
Door (Heater Air Damper)

Continued →

EXHIBIT C

[redacted]

[redacted]

WAREHAM, MA [redacted]
HOME [redacted] BUS:

FORD **FORD OF HYANNIS**

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

INVOICE

PAGE 1

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		4510/4520	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO [redacted]	E	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 03AUG05		0.00	CASH	05AUG05

R.O. OPENED	READY	OPTIONS: STK:R[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
03AUG05	05AUG05	

LINE OPCODE TECH TYPE HOURS					LIST	NET	TOTAL
A RECALL 05S33							
CAUSE: 4510 PERFORMED RECALL 05S33 INSTALLED THE FUEL LINE CLIP PER RECALL							
05S33B FUEL LINE RETAINER CLIP INSTALLATION - L							
23 LEACH,ANDREW LIC#: 23							
W94							(N/C)
1 5C3Z*9J278*A RETAINER							(N/C)
FC: PART#: COUNT:							
CLAIM TYPE: 05S33							
AUTH CODE:							
5836							
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE A:				0.00
4510 PERFORMED RECALL 05S33 INSTALLED THE FUEL LINE CLIP PER RECALL							
**********							
B QCM MULTI-POINT INSPECTION.							
99P QCM MULTI-POINT INSPECTION.							
23 LEACH,ANDREW LIC#: 23							
CP						0.00	0.00
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE B:				0.00
**********							
C CUST STATES GOING OVER BUMPS, VEHICLE BOUNCES ALL OVER ROAD, CHECK AND ADVISE							
GR GENERAL REPAIR							
23 LEACH,ANDREW LIC#: 23							
W94							(N/C)
2 5C3Z*3B440*CCC ADJUSTER ASY							(N/C)
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE C:				0.00
4520 TEST DROVE DOWN A ROUGH ROAD FOUND STEERING WHEEL WOULD MOVE BACK AND FORTH RAN OASIS FOUND A TSB 04-26-01 PERFORMED TSB 04-26-01A 2.2							

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

FORD **FORD OF HYANNIS** (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

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[redacted]

[redacted]

INVOICE

PAGE 2

FORD FORD OF HYANNIS

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]

WAREHAM, MA [redacted]
HOME [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		4510/4520	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 03AUG05		0.00	CASH	05AUG05

R.O. OPENED	READY	OPTIONS:
03AUG05	05AUG05	STK:[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

INSPECTION, DAMPER GOOD STEERING WHEEL GOOD ADJESTED THE STEERING GEAR
MESH LOAD ON THE GAS ENGINE TRUCK TEST DROVE STILL HAS MORE MOVEMENT
THAN IT SHOULD .0.....
CALLED THE HOT LINE THEY SAID TO INSTALL 2 CASTER/ CAMBER SLUGS IN THE
FRONT END TO INCREASE THE CASTER REMOVED BOTH FRONT TIRES, INSTALLED
THE CASTER/ CAMBER SLUGS PER HOT LINE PERFORMED ALIGNMENT PER HOT LINE
ADJESTED THE CASTER, CAMBER AND SET TOE TO SPEC. TEST DROVE ALL SET
****

D EST REMOVING OF WHITE PAINT SPECKS ON PAINT, RECON
GR GENERAL REPAIR
86 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

COULD NOT PERFORM DUE TO TIME CONSTRAINTS
****

E** RENTAL CAR PO#_____
RENTAL RENTAL CAR PO#_____
86 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVICE YOUR VEHICLE.WE MEASURE OUR SUCCESS BY YOUR "COMPLETE SATISFACTION".YOU MAY RECEIVE A SURVEY,IF YOU ARE NOT "COMPLETELY SATISFIED" PLEASE CONTACT OUR CUSTOMER RELATIONS MGR.,JENNIFER ROSE. 775-5912 X 6075
OPEN M-W,F 7:30-6,TH 7:30-8,SAT 8:00-4:00PM.

FORD FORD OF HYANNIS (508) 775-5030

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. / ENVIR. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INS. / COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

PAGE 1

FORD OF HYANNIS

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]
WAREHAM, MA [redacted]

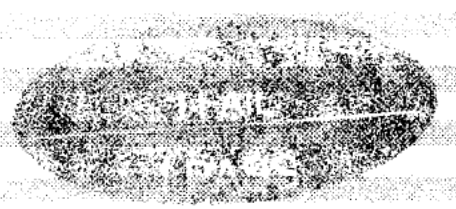
SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5446/5452	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 23AUG05		0.00	CASH	06SEP05

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:11G636 1) FORD ESP 2) 03.31.05 3) PREMIUMCARE 4) DISAPPEARING DEDUTIBLE 5) 84/1000000
23AUG05	06SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STATES VEHICLE BOUNCES ALL OVER THE ROAD WHEN GOING OVER BUMPS, CHECK AND ADVISE			
CAUSE: 5446 VERIFIED CONCERN. DIAG STEERING BOX DEFECTIVE. REMOVED STEERING BOX AND INSTALLED NEW BOX. ALSO REMOVED AND INSTALLED NEW POWER STEE			
3504C STEERING GEAR ADJUST IN CHASSIS - ADJUST (3504) - L			
30 DAN FITZGERALD LIC#: 2317 W94			(N/C)
1 5C3Z*3504*AA GEAR ASY - STEERING			(N/C)
4 F7AZ*3F823*AA FLUID - POWER ASSISTED STEERIN			(N/C)
1 YC3Z*3A713*AE HOSE			(N/C)
1 5C3Z*3A713*A TUBE ASY			(N/C)
3713AT RETURN HOSE-POWER STEERING - REPLACE (3A713/3691) - L			
30 DAN FITZGERALD LIC#: 2317 W94			(N/C)
3001A CASTER, CAMBER, TOE-IN - CHECK - L			
30 DAN FITZGERALD LIC#: 2317 W94			(N/C)
3001A1 CASTER, CAMBER AND TOE-IN - CORRECT (FRONT/3B440) - L			
30 DAN FITZGERALD LIC#: 2317 W94			(N/C)
FC: H45 42			
PART#: 5C3Z*3504*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
2317			
MISC LOANER VEICHLE FOR 10 DAYS			
PO[redacted]			
W94			(N/C)
FC: 42			



FORD OF HYANNIS (508) 775-5030

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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[redacted]

[redacted]

WAREHAM, MA [redacted]
HOME [redacted] BUS:

1[redacted]

INVOICE

PAGE 2

FORD OF HYANNIS
332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525[redacted]		5446/5452	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 23AUG05		0.00	CASH	06SEP05

R.O. OPENED	READY	OPTIONS: STK[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
23AUG05	06SEP05	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

5446 VERIFIED CONCERN. DIAG STEERING BOX DEFECTIVE. REMOVED STEERING BOX AND INSTALLED NEW BOX. ALSO REMOVED AND INSTALLED NEW POWER STEERING LINES FROM THE GEAR TO THE BOX. PERFORMED ALIGNMENT CORRECTED AND SET TOE

****

B CUST STATES SOMETHING LEAKING, SMELLED BURNING, SAW SMOKE FROM PASS SIDE AREA, CHECK AND ADVISE
DENG DIAGNOSIS-ENGINE MECHANICAL
23 LEACH,ANDREW LIC#: 23
CP 0.00 0.00

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

5446 NO CONDITION FOUND

****

C ORDER REPLACEMENT MIRROR GLASS DRV SIDE PLEASE .
GR GENERAL REPAIR
23 LEACH,ANDREW LIC#: 23
CP 0.00 0.00

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

5446

****

D CUST STATES THERE IS A TINNY VIBRATION AT IDLE INTERMITTENTLY, CAN HEAR BETTER UP AGAINST A WALL, LIKE A HEAT SHIELD, CHECK AND ADVISE
CAUSE: 5446 TEST DROVE FOR NVH DIAG VIB. RATTLE COULD HEAR THE NOISE NEXT TO A WALL INSPECTION FOUND THE EXAUST CLAMP AT THE MUFFLER DID NOT GET
5200A EXHAUST SYSTEM - ALIGN (5230) - L
23 LEACH,ANDREW LIC#: 23
W94 (N/C)
1007D ROTATIONAL NOISE/VIBRATION/HARSHNESS -

FORD OF HYANNIS (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

[redacted]

[redacted]

WAREHAM, MA [redacted]
HOME: [redacted] BUS:

FORD **FORD OF HYANNIS**

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

INVOICE

PAGE 3

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5446/5452	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 23AUG05		0.00	CASH	06SEP05

R.O. OPENED	READY	OPTIONS:
23AUG05	06SEP05	STK: [redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	DIAGNOSIS - L							
		23	LEACH,ANDREW	LIC#: 23				
		W94						(N/C)

FC: N22 07
PART#: 5230
COUNT:
CLAIM TYPE:
AUTH CODE:
5836

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

5446 TEST DROVE FOR NVH DIAG VIB. RATTLE COULD HEAR THE NOISE NEXT TO A WALL INSPECTION FOUND THE EXAUST CLAMP AT THE MUFFLER DID NOT GET TIGHTENED UP AT THE FACTORY TIGHTENED THE EXAUST CLAMP TO SPEC. TEST DROVE NOISE GONE

****

E** RENTAL CAR PO#_____

RENTAL	RENTAL	CAR PO#_____						
	86	CP					0.00	0.00

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

****

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVICE YOUR VEHICLE.WE MEASURE OUR SUCCESS BY YOUR "COMPLETE SATISFACTION".YOU MAY RECEIVE A SURVEY,IF YOU ARE NOT "COMPLETELY SATISFIED" PLEASE CONTACT OUR CUSTOMER RELATIONS MGR.,JENNIFER ROSE. 775-5912 X 6075
OPEN M-W,F 7:30-6,TH 7:30-8,SAT 8:00-4:00PM.

FORD **FORD OF HYANNIS** (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. / ENVIR. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INS. / COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

[redacted]

1[redacted]

INVOICE

DUPLICATE 1
PAGE 1

FORD OF HYANNIS

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]
WAREHAM, MA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5716/5718	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO[redacted]	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 15SEP05		0.00	CASH	20SEP05

R.O. OPENED	READY	OPTIONS: STK:F[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
15SEP05	20SEP05	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	CUST STATES VEHICLE HOPS OVER BUMPS AT HIGHWAY SPEEDS, CHECK AND ADVISE							
	CAUSE: 5716 CALLED THE HOT LINE SPOKE TO JASON CLAIM #5HICM003 HE HAD ME RETORQUE ALL BOTLS IN THE FRONT END THE TRACK BAR ETC. SET ALL TIRE PSI							
	3239A TRACK BAR-FRONT AXLE HOUSING - REMOVE AND INSTALL OR REPLACE (3B239) - L							
		23	LEACH,ANDREW	LIC#: 23				
			W94					(N/C)
	2 *72071*S PIN - SPLIT							(N/C)
	FC: H44 07							
	PART#: *72071*S							
	COUNT:							
	CLAIM TYPE:							
	AUTH CODE:							
	5836							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:		0.00
	5716 CALLED THE HOT LINE SPOKE TO JASON CLAIM #[redacted] HE HAD ME RETORQUE ALL BOTLS IN THE FRONT END THE TRACK BAR ETC. SET ALL TIRE PSI TO FACTORY SPEC. TEST DROVE ALL SET							
	**********							
B	CUST STATES STEERING WHEEL IS NOT STRIAGHT							
	DSS DIAGNOSIS-SUSPENSION/STEERING							
		23	LEACH,ANDREW	LIC#: 23				
			CP				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:		0.00
	5716 [PERFORMED ALIGNMENT CORRECTED TOE							
	**********							
C	QCM MULTI-POINT INSPECTION.							
	99P QCM MULTI-POINT INSPECTION.							
		23	LEACH,ANDREW	LIC#: 23				
			CP				0.00	0.00

FORD OF HYANNIS (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

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LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

DUPLICATE 1
PAGE 2

FORD OF HYANNIS
332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]
WAREHAM, MA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5716/5718	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 15SEP05		0.00	CASH	20SEP05

R.O. OPENED	READY	OPTIONS:
15SEP05	20SEP05	STK:[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

****

D CLEANING VEHICLE PER CRAIG
WASH COMPLIMENTARY CAR WASH
50 BINGHAM,PETER LIC#: 50
IPS (N/C)

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

****

E** RENTAL CAR PO#_____
RENTAL RENTAL CAR PO#_____ 0.00 0.00
86 CP

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

****

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVICE YOUR VEHICLE.WE MEASURE OUR SUCCESS BY YOUR "COMPLETE SATISFACTION".YOU MAY RECEIVE A SURVEY,IF YOU ARE NOT "COMPLETELY SATISFIED" PLEASE CONTACT OUR CUSTOMER RELATIONS MGR.,JENNIFER ROSE. 775-5912 X 6075 OPEN M-W,F 7:30-6,TH 7:30-8,SAT 8:00-4:00PM.

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PARTS AMOUNT	0.00
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SUBLET AMOUNT	0.00
MISC. / ENVIR. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INS. / COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

EXHIBIT D

ROBERT M. SILVERMAN[a,b]
CRAIG THOR KIMMEL[a,c]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, DC Bar

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT[a]
ROBERT A. RAPKIN[a]
HY DAVID RUBENSTEIN[a,d]
VIVIAN BENZ PEIKIN[a]
AMY D. COX[a]
LOUIS DOBI, JR.[a]
SHANNON M. RYAN[a]
SUSANNE KIMBERLAND[a]
HILARY K. WHEATLEY[a]
THOMAS F. BURNS[a]
BARRY R. WINDERMAN[a]
CHRISTINE N. DANTONIO[a]
JENNIFER R. HURVITZ[a,b]
JACQUELINE BRADFORD PORRO[a]
SUSAN CAROL BELL[a]
MELISSA K. FIALA[a]
IRA P. SMADES[a]
THOMAS L. MARQUOIT[a]

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
PLEASE REMIT ALL CORRESPONDENCE TO THE MASSACHUSETTS OFFICE

December 7, 2005

Via Facsimile No. 313-845-5668
And First Class Mail

Ford Motor Company
Attn: Legal Dept.
P.O. Box 6248
MD 3NE-B
Dearborn, Michigan 48126

CHAPTER 93A DEMAND LETTER
YOU HAVE THIRTY DAYS TO RESPOND

Re: [redacted]v. Ford Motor Company
Vehicle: 2005 Ford-F-250
Date of Purchase: 03/31/2005
VIN#: 1FTNF21525[redacted]

Dear Sir or Madam:

[redacted] is represented by this law firm for the claims he has against your company, Ford Motor Company, for the sale of a seriously defective and damaged new vehicle on 03/31/2005. [redacted]ntends to invoke his rights under the Massachusetts New Car Lemon Law (M.G.L. Ch. 90 § 7N1/2), the Massachusetts Consumer Protection Act (M.G.L. Chapter 93A and its subsections), and the Magnuson Moss Federal Warranty Act (U.S.C. Title 15, c. 50 § 2301-2312). [redacted]hereby demands to rescind the purchase agreement dated 03/31/2005 and demands reimbursement for any and all expenses applicable under the Lemon Law, the Consumer Protection Act, and the federal Magnuson Moss Warranty Act, including attorneys' fees and interest.

It is the contention of my client that Ford Motor Company, its agents, servants, and employees used unfair or deceptive acts or practices and made deceptive representations when selling and subsequently repairing his vehicle, which were clearly in violation of the Consumer Protection Act and the warranty obligations mandated by the Massachusetts Lemon Law and the federal Magnuson Moss Warranty Act.

FACTS

On or about 03/31/2005 my client purchased the above vehicle from Hyannis Ford. My client purchased the vehicle with 15 miles. The basis of the bargain included the Massachusetts's mandated lemon law warranty period of one year or 15,000 miles. See M.G.L. Ch. 90 § 7N1/2. Additionally, the basis of the bargain included the manufacturer's express warranties.

[redacted] returned the vehicle for repairs of the following defects on the following dates:

Date(s) of service	Defect(s)/Complaint(s)
8/3/05-8/5/05	recall 05S33 fuel line clip, vehicle bounces all over the road over bumps
8/23/05-9/6/05	fluid leaking, burning smell, smoke from passenger side, mirror glass for drivers side, vibration at idle, vehicle bounces all over road over bumps
9/15/05-9/20/05	vehicle bouncing/hopping over bumps at highway speeds all over road, steering wheel not straight

Ford Motor Company has done nothing but deceive and misrepresent all of its transactions and communications with [redacted] and failed to repair the defects with the vehicle in a reasonable number of repair attempts. The actions of Ford Motor Company, its agents, employees, and/or servants, were clearly unfair and deceptive in violation of Massachusetts General Laws Chapter 93A and its subsections. Ford Motor Company undoubtedly sold [redacted] a vehicle with defects and through its agents, servants, and/or employees misrepresented the condition of the vehicle.

LAWS AND ANALYSIS

I. CONSUMER PROTECTION ACT

The Massachusetts Consumer Protections Act, Massachusetts General Law, Chapter 93A section 2 (a) provides that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Additionally, the Chapter 93A provides that a violation of the Lemon Law is a violation of the Consumer Protection Statute. The acts of Ford Motor Company, its agents, servants, and employees, in the sale of my client's vehicle were deceptive and unfair and violated the Lemon Law.

The Massachusetts Attorney General's Regulation, 940 CMR 3.05, entitled, "General Misrepresentations" states:

(1) **No claim or representation shall be made by any means concerning a product which directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of**

deceiving buyers or prospective buyers in any material respect. This prohibition includes, but is not limited to, representations or claims relating to reliability, manner or time of performance, safety, strength, condition, or life expectancy of such a product, or financing relating to such a product, or the ease with which such product may be operated, repaired, or maintained or the benefit to be derived thereof (emphasis added).

An act by a business is "deceptive" under **Chapter 93A** if it could reasonably be found to have caused a person to act differently from the way he would otherwise have acted. [redacted] v. Carvel Corp., 929 F.2d 801(1991 Mass.).

The **Massachusetts Attorney General's Regulation 940 CMR 3.16** provides:

Without limiting the scope of any other rule, regulation, or statute, an act or practice is a Violation of **Chapter 93A, Section 2** if:

(1) It is oppressive or other unconscionable in any respect; or
(2) Any person or other legal entity subject to this act fails to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction; or
(3) It fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection; or
(4) Violates the Federal Trade Commission Act, the Federal Consumer Credit Protection Act or other Federal consumer protection statues within purview of Section 2 of Chapter 93A (emphasis added).

Finally, Section VII (B) of the Rules and Regulations promulgated by the Attorney General pursuant to Massachusetts General Laws Chapter 93A, Section 2 (c) provides in part: it shall be an unfair or deceptive act or practice to fail to perform or fulfill any promises or obligations arising under a warranty. The definitions of warranty in the rules or regulations include the following: an express warranty or guarantee includes any affirmation or fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain.

The facts of my client's case demonstrate that the above-mentioned Regulations have been violated and in accordance with the Massachusetts Consumer Protection Act, my client is entitled to damages for these violations.

II. MASSACHUSETTS LEMON LAW

It is clear from the above facts that [redacted] vehicle has been repaired at Hyannis Ford on more than three occasions for the same defect since 03/31/2005. Also, the vehicle has been "out of service", in excess of fifteen (15) business days during the initial one year/ 15,000 mile Lemon Law warranty period.

As you know according to **M.G.L. c.90, Section 7N 1/2:**

> A reasonable number of attempts shall be deemed to have been undertaken to conform a motor vehicle to any applicable express or implied warranties if (a) the same nonconformity has been subject to repair three or more times by the manufacturer or its agents or authorized dealers within the term of protection, but such nonconformity continues to exist or such nonconformity has recurred within the term of protection, or (b) the vehicle is out of service by reason of repair of any nonconformity for a cumulative total of fifteen or more business days during the term of protection; provided, however, that the manufacturer shall be afforded one additional opportunity, not to exceed seven business days, to cure any nonconformity arising during the term of protection, notwithstanding the fact that such additional opportunity to cure commences after the term of protection. Such additional opportunity to cure shall commence on the day the manufacturer first knows or should have known that the limits specified in clause (a) or (b) have been met or exceeded. The term of protection, said fifteen business day period and said additional opportunity to cure shall be extended by any period of time during which repair services are not available to the consumer as a direct result of a war, invasion, fire, flood or other natural disaster. The term of protection, said fifteen business day period and said additional opportunity to cure shall also be extended by that period of time during which repair services are not available as a direct result of a strike; provided, however, that the manufacturer, its agent, or authorized dealer provides or makes provision for the free use of a vehicle to any consumer whose vehicle is out of service by reason of repair during a strike. The burden shall be on the manufacturer to show that any event claimed as a reason for an extension under the provisions of this paragraph was the direct cause for the failure of the manufacturer, its agent or authorized dealer to cure any nonconformity during the time of said event. Extensions for concurrent events shall not be cumulative.

The above defects substantially impair the vehicle's "market value" because a motor vehicle with past defects is sure to be worth less at the time of resale or trade in than a non-defective vehicle. Additionally, as is clear from the above-mentioned facts, the use and safety of my client's vehicle has been compromised. Should my client be forced to litigate this matter, he will be seeking damages for Ford Motor Company's violations of the Massachusetts Lemon Law.

III. MAGNUSON MOSS WARRANTY ACT

Finally, my client will be pursuing a claim under the **Magnuson Moss Warranty Act** if this matter proceeds to trial. Under this federal mandate, a warrantor has a duty to remedy the defects/ malfunctions complained of by a consumer within a "reasonable time and without charge." Failure of the warrantor to meet the minimum federal requirements under their warranty results in the consumer's right to sue the warrantor under the federal Magnuson Moss Warranty Act.

Given the repair history of [redacted]ehicle and the number of days that the vehicle was out of service, **he did not receive the benefit of the value of the vehicle or the warranties that were part of the basis of the bargain.** To that end, he will pursue his rights under the Magnuson Moss Warranty Act. Under the federal law, he is entitled to the diminution in value of the vehicle as warranted and the vehicle that he actually received.

CONCLUSION

For the reasons stated herein, [redacted] hereby demands the following:

1. Full rescission of the original purchase agreement.
2. Payment of the loan pay-off and accompanying finance charges to the date of re-purchase and insurance payments to the date of re-purchase.
3. Payment of Attorneys' fees and costs.

Failure to forward the relief demanded within thirty days or a reasonable offer of settlement may result in the institution of legal proceedings against Ford Motor Company seeking damages, reasonable attorneys' fees, interest and costs, all of which are permitted by Massachusetts General Laws, Chapter 93A and its subsections.

Additionally, Ford Motor Company may be liable for two or three times the actual damages, if the court determines that its conduct was an unlawful or a knowing violation of Massachusetts General Laws, Chapter 93A and its subsections, or that Ford Motor Company's failure to grant relief was made in bad faith with reason to know that its conduct was unfair and deceptive in violation of Massachusetts General Laws, Chapter 93A and its subsections.

Considering the obvious fact that my client has not requested any additional payment to compensate him for the double or treble damages to which he will be entitled after trial for the misrepresentations regarding the vehicle's condition at the time of sale **or** to compensate him for the damages he will receive for Ford Motor Company's violation of the federal warranty mandate, the Magnuson Moss Warranty Act, my client's demand for a re-purchase, plus compensation for incidental and consequential damages (including finance charges and insurance payments), and attorneys' fees and costs is extremely reasonable. Should you require any documentation to verify my client's loan pay-off and finance charges, insurance charges, or the bill for attorneys' fees and costs, please do not hesitate to call.

Very truly yours,

[redacted]

Jacqueline Bradford Pond
KIMMEL & SILVERMAN, P.C.

JBP/cb
Enclosures

FORD

FORD OF HYANNIS
332 Falmouth Rd.
HYANNIS, MA 02601
(508) 775-5912
www.fordhyannis.com

MOTOR VEHICLE
PURCHASE CONTRACT
For Consumer Use Only

RO#

DEAL NO: 77576

DATE 31 MAR 2005 | ORDER No. | STOCK No. | SALES ASSOCIATE JONES, TIM

PURCHASER'S NAME(S) | ADDRESS [redacted] | E-MAIL / HOME | E-MAIL / WORK

CITY [redacted] ATE | ZIP CODE | TEL. NO. BUSINESS [redacted] | BUYER DATE OF BIRTH [redacted]

ENTER MY [redacted] ORDER FOR (QUANTITY) 1 USED ☐ X | FORMER USE DEMONSTRATOR ☐ | FORMER DAILY RENTAL ☐ | BUYER LIC. NO [redacted] | CO-BUYER DAT | CO-BUYER LIC. NO.

Year	Make	Model	Body Type	Model No.	Transmission	Cyl.	Pass.	Doors
05	FORD	F250	PU	F21	Standard ☐ (Speeds) Automatic ☐	8	3	2

Vehicle Identification No. [redacted] | Color 1st BLUE, 2nd, 3rd | Interior 1st, 2nd, 3rd | Top | Odometer 15 Miles ☐ Kilometers ☒ | Expected Delivery Date 31 MAR 2005

Additional Information [redacted] sed

LIENHOLDER
Address SOVEREIGN BANK
City / State / Zip 525 LANCASTER AVENUE READING PA 19611
INSURANCE CO.
Agent / Branch SAFETY
Address / City

TRADE-IN
Year 98 | Make CHEV
Model | Type | Color GREY
V.I.N. CORV CP [redacted]
Odometer 55253 ☐ / km. ☐ X
Transmission ☐ Standard (Speeds) ____ ☒ Auto
No. of Cyl. | Pass. | Doors 2
Salvage Title Yes ☐ No ☐

PREVIOUS OWNER
City / State / Zip
LIENHOLDER
Address X GMAC
City / State / Zip
Acct. No. | Check No.
Balance Due $ 16917.12

WARRANTY INFORMATION
☐ This vehicle carries an express warranty. You may obtain a copy of such warranty from the dealer upon request. [X].
☐ This vehicle does not carry an express warranty. [ ].
(Initial Applicable Statement)

Application For Title ☐ Buyer ☐ Dealer
☐ Application For New Reg. ☐ Buyer ☐ Dealer
☐ Application For Transfer Reg. ☐ Buyer ☐ Dealer

RECEIPT # ____
DATE ____ CUST. # ____
AMOUNT ____
☐ CASH ☐ CHECK ☐ CREDIT CARD

* Sales Tax amount is included in right hand column only when dealership check is issued in payment of Mass. Sales Tax.

Employer ID No.
Other

Price of Unit	$ 29465.00
Additional Equipment/Items	
R2000 Paint Sealant/Fabric Protector	

USED CARS LIMITED POWERTRAIN WARRANTY
$100 DEDUCTIBLE
___ 90 Days or 3,750 Miles, Whichever Comes First
___ 60 Days or 2,500 Miles, Whichever Comes First
___ 30 Days or 1,250 Miles, Whichever Comes First

X ____ CUSTOMER SIGNATURE

1. Total Price		$	29465.00
2. Credit/Over Allowance	$		
3. Trade-in Allowance	$ 1418.00		
4. Trade Difference (line 1 - lines 2 & 3)	15500.00	$	12547.00
5. *Mass. Sales Tax (% of line 4)		$	502.35
6. Luxury Tax		$	
7. Title Preparation		$	5 00
8. Document Preparation		$	131 00
9. Inspection Sticker		$	29 00
10. Title Fee		$	
11. Registration Fee		$	50.00
12. ESP/ESC		$	36.00
13. VSI FEE GAP FEE		$	3665.00
14. TOTAL CONTRACT PRICE (total of lines 4 through 13)		$	660.00
15. Balance Due on Trade-In		$	17625.44
16. Total lines 14 and 15		$	16917.12
17. Deposit	$		34542.56
18. Amount to be financed	$ 1649.47		
19. Rebate(s)	$ 30393.09		
	$ 2500.00		
20. Cash due on delivery	$		

CERTIFIED CHECK OR CASHIER CHECK ONLY FOR ALL COD'S

21. TOTAL PAYMENT (total of lines 17, 18, 19 and 20) (Line 21 must equal line 16)	$ 34542.56

In the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of $ ____ may, at your option, be retained by you to compensate you in whole or in part for any losses sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damages sustained by you, you will promptly refund the difference to me.

[ ]
Purchaser's Initials

ALL REBATES AND SALES INCENTIVES OFFERED BY THE MANUFACTURER OR DISTRIBUTOR ARE HEREBY ASSIGNED TO THE DEALER.
Purchaser's initials [ ]

THIS CONTRACT IS NOT BINDING UPON EITHER DEALER OR PURCHASER UNTIL SIGNED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE. PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL HE/SHE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PUR[redacted] CELLATION TO THE DEALER.

The front and back of this order comprise th[redacted] agreement between the dealer and purchaser other agreement or understanding has been entered into. IF THIS AGREEMENT IS FOR A VEHICLE, THE INFORMATION YOU SEE O (FEDERAL TRADE COMMISSION) WINDOW IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. Purchaser represents and warrants that no credit other than that stated above has been extended to him/her by dealer. Purchaser represents and warrants that s/he has read and understands the materials printed on this motor vehicle purchase contract. Purchaser acknowledges receipt of a signed copy of this motor vehicle purchase contract.

X
Co-Purchaser's Signature [redacted]

APPROVED-AUTHORIZED DEALER REPRESENTATIVE

"LOOK OUT WORLD
HERE COMES FORD"
24502

CAPE COD'S
LARGEST
FORD DEALER

Ford of Hyannis

332 Falmouth Road (Rt. 28)
Hyannis, MA 02601
Phone (508) 775-5912 • Fax (508) 775-0146

DEAL NO 77576

DATE 31 MAR 2005
YOUR ORDER NO. [redacted]
OUR ORDER NO.

[redacted]
WAREHAM MA [redacted]

Salesman JONES, TIM

New Car
Model 05 FORD F250
Color BLUE
Ignition Key No. 3 Deck Key No.
Motor No. 1FTNF21525E[redacted]
Accessories

R62619

SALE PRICE:	29465.09
TAXES	502.35
ESP/ESC	3665.00
Documentation Fee	136.00
Registration Fee	36.00
Title Fee	50.00
VSI Fee	65.00
Inspection Sticker	29.00
GAP Ins	595.00
TOTAL PRICE:	34543.44
CASH:	1649.47
	2500.00
	30393.97
[illegible]	
BALANCE:	6910.00
[illegible]	16017.12
	0.88
	30393.09
	32051.21
[illegible]	581.62
O&U	1076.50
BAL DUE:	32051.21

Used Car:
Make
Model
Motor No.
Serial No.
Purchased from

Finance Charges

Notes @ $ 562.08 Due to: SOVEREIGN BANK
525 LANCASTER AVENUE
READING [illegible]

[redacted]

[redacted]

INVOICE

PAGE 1

FORD OF HYANNIS

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]

WAREHAM, MA
HOME: [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		4510/4520	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 03AUG05		0.00	CASH	05AUG05

R.O. OPENED	READY	OPTIONS: STK:R[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
03AUG05	05AUG05	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	RECALL 05S33							
CAUSE: 4510 PERFORMED RECALL 05S33 INSTALLED THE FUEL LINE CLIP PER RECALL								
05S33B FUEL LINE RETAINER CLIP INSTALLATION - L								
23 LEACH,ANDREW LIC#: 23								
W94								(N/C)
1 5C3Z*9J278*A RETAINER								(N/C)
FC: PART#: COUNT:								
CLAIM TYPE: 05S33								
AUTH CODE:								
5836								
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:								0.00
4510 PERFORMED RECALL 05S33 INSTALLED THE FUEL LINE CLIP PER RECALL								
**********								
B	QCM MULTI-POINT INSPECTION.							
99P QCM MULTI-POINT INSPECTION.								
23 LEACH,ANDREW LIC#: 23								
CP						0.00		0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:								0.00
**********								
C	CUST STATES GOING OVER BUMPS, VEHICLE BOUNCES ALL OVER ROAD, CHECK AND ADVISE							
GR GENERAL REPAIR								
23 LEACH,ANDREW LIC#: 23								
W94								(N/C)
2 5C3Z*3B440*CCC ADJUSTER ASY								(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:								0.00
4520 TEST DROVE DOWN A ROUGH ROAD FOUND STEERING WHEEL WOULD MOVE BACK AND FORTH RAN OASIS FOUND A TSB 04-26-01 PERFORMED TSB 04-26-01A 2.2								

FORD OF HYANNIS (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

[redacted]

[redacted]

WAREHAM, MA
HOME [redacted] BUS:

FORD **FORD OF HYANNIS**

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

INVOICE

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		4510/4520	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 03AUG05		0.00	CASH	05AUG05

R.O. OPENED	READY
03AUG05	05AUG05

OPTIONS: STK: [redacted] DLR:11G636 1)FORD ESP
2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE
5)84/1000000

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

INSPECTION, DAMPER GOOD STEERING WHEEL GOOD ADJESTED THE STEERING GEAR
MESH LOAD ON THE GAS ENGINE TRUCK TEST DROVE STILL HAS MORE MOVEMENT
THAN IT SHOULD .0
CALLED THE HOT LINE THEY SAID TO INSTALL 2 CASTER/ CAMBER SLUGS IN THE
FRONT END TO INCREASE THE CASTER REMOVED BOTH FRONT TIRES, INSTALLED
THE CASTER/ CAMBER SLUGS PER HOT LINE PERFORMED ALIGNMENT PER HOT LINE
ADJESTED THE CASTER, CAMBER AND SET TOE TO SPEC, TEST DROVE ALL SET
****

D EST REMOVING OF WHITE PAINT SPECKS ON PAINT, RECON
GR GENERAL REPAIR
86 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

COULD NOT PERFORM DUE TO TIME CONSTRAINTS
****

E** RENTAL CAR PO#_____
RENTAL RENTAL CAR PO#_____
86 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

THANK YOU FOR GIVING US THE OPPORTUNITY TO
SERVICE YOUR VEHICLE.WE MEASURE OUR SUCCESS
BY YOUR "COMPLETE SATISFACTION".YOU MAY
RECEIVE A SURVEY,IF YOU ARE NOT "COMPLETELY
SATISFIED" PLEASE CONTACT OUR CUSTOMER
RELATIONS MGR.,JENNIFER ROSE. 775-5912 X 6075
OPEN M-W,F 7:30-6,TH 7:30-8,SAT 8:00-4:00PM.

FORD **FORD OF HYANNIS** (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. / ENVIR. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INS. / COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

[redacted]

[redacted]

WAREHAM, MA [redacted]

INVOICE

PAGE 1

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(508) 775-5030
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SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5446/5452	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 23AUG05		0.00	CASH	06SEP05

R.O. OPENED	READY	OPTIONS: STK:[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
23AUG05	06SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STATES VEHICLE BOUNCES ALL OVER THE ROAD WHEN GOING OVER BUMPS, CHECK AND ADVISE			
CAUSE: 5446 VERIFIED CONCERN. DIAG STEERING BOX DEFECTIVE. REMOVED STEERING BOX AND INSTALLED NEW BOX. ALSO REMOVED AND INSTALLED NEW POWER STEE			
3504C STEERING GEAR ADJUST IN CHASSIS - ADJUST			
(3504) - L			
30 DAN FITZGERALD LIC#: 2317			
W94			(N/C)
1 5C3Z*3504*AA GEAR ASY - STEERING			(N/C)
4 F7AZ*3F823*AA FLUID - POWER ASSISTED STEERIN			(N/C)
1 YC3Z*3A713*AE HOSE			(N/C)
1 5C3Z*3A713*A TUBE ASY			(N/C)
3713AT RETURN HOSE-POWER STEERING - REPLACE			
(3A713/3691) - L			
30 DAN FITZGERALD LIC#: 2317			
W94			(N/C)
3001A CASTER, CAMBER, TOE-IN - CHECK - L			
30 DAN FITZGERALD LIC#: 2317			
W94			(N/C)
3001A1 CASTER, CAMBER AND TOE-IN - CORRECT			
(FRONT/3B440) - L			
30 DAN FITZGERALD LIC#: 2317			
W94			(N/C)
FC: H45 42			
PART#: 5C3Z*3504*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
2317			
MISC LOANER VEICHLE FOR 10 DAYS			
PO#E57BR			
W94			(N/C)
FC: 42			



DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

FORD OF HYANNIS (508) 775-5030

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[redacted]

INVOICE

FORD OF HYANNIS

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www.fordhyannis.com

[redacted]

PAGE 2

WAREHAM, MA [redacted]
HOME [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5446/5452	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 23AUG05		0.00	CASH	06SEP05

R.O. OPENED	READY	OPTIONS: STK:[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
23AUG05	06SEP05	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

5446 VERIFIED CONCERN. DIAG STEERING BOX DEFECTIVE. REMOVED STEERING BOX AND INSTALLED NEW POWER STEERING LINES FROM THE GEAR TO THE BOX. PERFORMED ALIGNMENT CORRECTED AND SET TOE

****

B CUST STATES SOMETHING LEAKING, SMELLED BURNING, SAW SMOKE FROM PASS SIDE AREA, CHECK AND ADVISE

DENG DIAGNOSIS-ENGINE MECHANICAL

23 LEACH,ANDREW LIC#: 23 0.00 0.00

CP

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

5446 NO CONDITION FOUND

****

C ORDER REPLACEMENT MIRROR GLASS DRV SIDE PLEASE

GR GENERAL REPAIR

23 LEACH,ANDREW LIC#: 23 0.00 0.00

CP

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

5446

****

D CUST STATES THERE IS A TINNY VIBRATION AT IDLE INTERMITTENTLY, CAN HEAR BETTER UP AGAINST A WALL, LIKE A HEAT SHIELD, CHECK AND ADVISE

CAUSE: 5446 TEST DROVE FOR NVH DIAG VIB. RATTLE COULD HEAR THE NOISE NEXT TO A WALL INSPECTION FOUND THE EXAUST CLAMP AT THE MUFFLER DID NOT GET

5200A EXHAUST SYSTEM - ALIGN (5230) - L

23 LEACH,ANDREW LIC#: 23 (N/C)

W94

1007D ROTATIONAL NOISE/VIBRATION/HARSHNESS -

FORD OF HYANNIS (508) 775-5030

332 Falmouth Road, Hyannis, MA 02601

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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[redacted]

[redacted]

INVOICE

PAGE 3

FORD FORD OF HYANNIS

332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]
WAREHAM, MA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5446/5452	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 23AUG05		0.00	CASH	06SEP05

R.O. OPENED	READY	OPTIONS: STK[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000
23AUG05	06SEP05	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	DIAGNOSIS - L							
	23 LEACH,ANDREW LIC#: 23							(N/C)
	W94							

FC: N22 07
PART#: 5230
COUNT:
CLAIM TYPE:
AUTH CODE:
5836

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

5446 TEST DROVE FOR NVH DIAG VIB. RATTLE COULD HEAR THE NOISE NEXT TO A WALL INSPECTION FOUND THE EXAUST CLAMP AT THE MUFFLER DID NOT GET TIGHTENED UP AT THE FACTORY TIGHTENED THE EXAUST CLAMP TO SPEC. TEST DROVE NOISE GONE

****

E** RENTAL CAR PO#
RENTAL RENTAL CAR PO#_____ 0.00 0.00
86 CP

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

****

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVICE YOUR VEHICLE.WE MEASURE OUR SUCCESS BY YOUR "COMPLETE SATISFACTION".YOU MAY RECEIVE A SURVEY,IF YOU ARE NOT "COMPLETELY SATISFIED" PLEASE CONTACT OUR CUSTOMER RELATIONS MGR.,JENNIFER ROSE. 775-5912 X 6075 OPEN M-W,F 7:30-6,TH 7:30-8,SAT 8:00-4:00PM.

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. / ENVIR. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INS. / COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

[redacted]

[redacted]

INVOICE

DUPLICATE 1
PAGE 1

FORD OF HYANNIS
332 Falmouth Road
Hyannis, MA 02601
(508) 775-5030
www.fordhyannis.com

[redacted]
WAREHAM, MA [redacted]
HOME [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5716/5718	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 15SEP05		0.00	CASH	20SEP05

R.O. OPENED	READY	OPTIONS:
15SEP05	20SEP05	STK:[redacted] DLR:11G636 1)FORD ESP 2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE 5)84/1000000

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

A CUST STATES VEHICLE HOPS OVER BUMPS AT HIGHWAY SPEEDS, CHECK AND ADVISE
CAUSE: 5716 CALLED THE HOT LINE SPOKE TO JASON CLAIM #[redacted] HE HAD ME RETORQUE ALL BOTLS IN THE FRONT END THE TRACK BAR ETC. SET ALL TIRE PSI
3239A TRACK BAR-FRONT AXLE HOUSING - REMOVE AND INSTALL OR REPLACE (3B239) - L
23 LEACH,ANDREW LIC#: 23 (N/C)
W94 (N/C)
2 *72071*S PIN - SPLIT
FC: H44 07
PART#: *72071*S
COUNT:
CLAIM TYPE:
AUTH CODE:
5836

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

5716 CALLED THE HOT LINE SPOKE TO JASON CLAIM [redacted] HE HAD ME RETORQUE ALL BOTLS IN THE FRONT END THE TRACK BAR ETC. SET ALL TIRE PSI TO FACTORY SPEC. TEST DROVE ALL SET
****

B CUST STATES STEERING WHEEL IS NOT STRIAGHT
DSS DIAGNOSIS-SUSPENSION/STEERING
23 LEACH,ANDREW LIC#: 23 0.00 0.00
CP 0.00

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

5716 [PERFORMED ALIGNMENT CORRECTED TOE
****

C QCM MULTI-POINT INSPECTION.
99P QCM MULTI-POINT INSPECTION.
23 LEACH,ANDREW LIC#: 23 0.00 0.00
CP

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. / ENVIR. CHARGES	
TOTAL CHARGES	
LESS INS. / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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332 Falmouth Road, Hyannis, MA 02601

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[redacted]

[redacted]

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www.fordhyannis.com

INVOICE

DUPLICATE 1
PAGE 2

[redacted]
WAREHAM, MA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: 33 JASON M KOKOSINSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	05	FORD F250	1FTNF21525E[redacted]		5716/5718	[redacted]

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
31MAR05 IS		31MAR2008	17:00 15SEP05		0.00	CASH	20SEP05

R.O. OPENED	READY
15SEP05	20SEP05

OPTIONS: STK:[redacted] DLR:11G636 1)FORD ESP
2)03.31.05 3)PREMIUMCARE 4)DISAPPEARING DEDUTIBLE
5)84/1000000

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D CLEANING VEHICLE PER CRAIG
WASH COMPLIMENTARY CAR WASH
50 BINGHAM,PETER LIC#: 50
IPS (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** RENTAL CAR PO#_____
RENTAL RENTAL CAR PO#_____ 0.00 0.00
86 CP 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVICE YOUR VEHICLE.WE MEASURE OUR SUCCESS BY YOUR "COMPLETE SATISFACTION".YOU MAY RECEIVE A SURVEY,IF YOU ARE NOT "COMPLETELY SATISFIED" PLEASE CONTACT OUR CUSTOMER RELATIONS MGR.,JENNIFER ROSE. 775-5912 X 6075
OPEN M-W,F 7:30-6,TH 7:30-8,SAT 8:00-4:00PM.

FORD FORD OF HYANNIS (508) 775-5030

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. / ENVIR. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INS. / COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

THE COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
P.O. BOX 199100 BOSTON, MA 02119
www.mass.gov/rmv

PLEASE KEEP THIS DOCUMENT
IN YOUR VEHICLE AT ALL TIMES

CERTIFICATE OF REGISTRATION
PASSENGER

PLATE TYPE	REGISTRATION NUMBER	EXPIRES LAST DAY OF →	MONTH	YEAR
PAV	WJS		11	05

FEES:

REGISTRATION	15.00
TITLE	50.00
SPECIAL PLATES	
SALES TAX	502.35
TOTAL	567.35

NUMBER OF OWNER(S) AND MAILING ADDRESS
[redacted]
WAREHAM, MA [redacted]

EFFECTIVE DATE
04/01/05

TRANSACTION NUMBER
[redacted]

Registrar D 341 REGISTRAR

RESIDENTIAL ADDRESS (IF DIFFERENT)

MFRS MODEL YEAR	MAKE	NAME	BODY STYLE/TYPE	COLOR
~~2005~~	~~FORD~~ [redacted]		PU	BLUE

IF VEHICLE CARRYING PASSENGERS FOR HIRE MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED

IF VEHICLE USED FOR TRANSPORTING GOODS, WARES, OR MERCHANDISE TOTAL REGISTERED WEIGHT

VEHICLE IDENTIFICATION NUMBER	INSURANCE COMPANY	TITLE NUMBER
~~1FTNF21525E~~ [redacted]	SAFETY INSURANCE	

NOT VALID UNTIL STAMPED WITH OFFICIAL SIGNATURE STAMP OR SIGNATURE OF THE REGISTRAR

EXHIBIT E

TRANSMISSION VERIFICATION REPORT

TIME : 12/07/2005 11:08
NAME : KIMMEL AND SILVERMAN
FAX : 7819829114
TEL : 7819829112
SER.# : BROE5J265972

DATE,TIME	12/07 10:58
FAX NO./NAME	13138455668
DURATION	00:09:45
PAGE(S)	15
RESULT	OK
MODE	STANDARD

ROBERT M. SILVERMAN*^
CRAIG THOR KIMMEL*^

* Member, PA Bar
^ Member, NJ Bar
' Member, DE Bar
~ Member, NY Bar
` Member, MA Bar
" Member, MD Bar
- Member, OH Bar
Member, DC Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
PLEASE REMIT ALL CORRESPONDENCE TO THE MASSACHUSETTS OFFICE

JACQUELINE C. HERRITT*^
ROBERT A. RAPKIN'
HY DAVID RUBENSTEIN*^"
VIVIAN RENZ PITKIN*^
AMY D. COY*^
LOUIS DOBI, JR*^
SHANNON M. RYAN'
SUSANNE KIMBERLAND'
HILARY K. WHEATLEY'
THOMAS F. BURNS'
BARRY R. WINDBRMAN'
CHRISTINE N. DANTONIO*^
JENNIFER R. HURVITZ*^
JACQUELINE BRADFORD PORRO'
SUSAN CAROL BELL'
MELISSA K. PIALA'
IRA P. SHADES'
THOMAS L. MARQUOIT*^

December 7, 2005

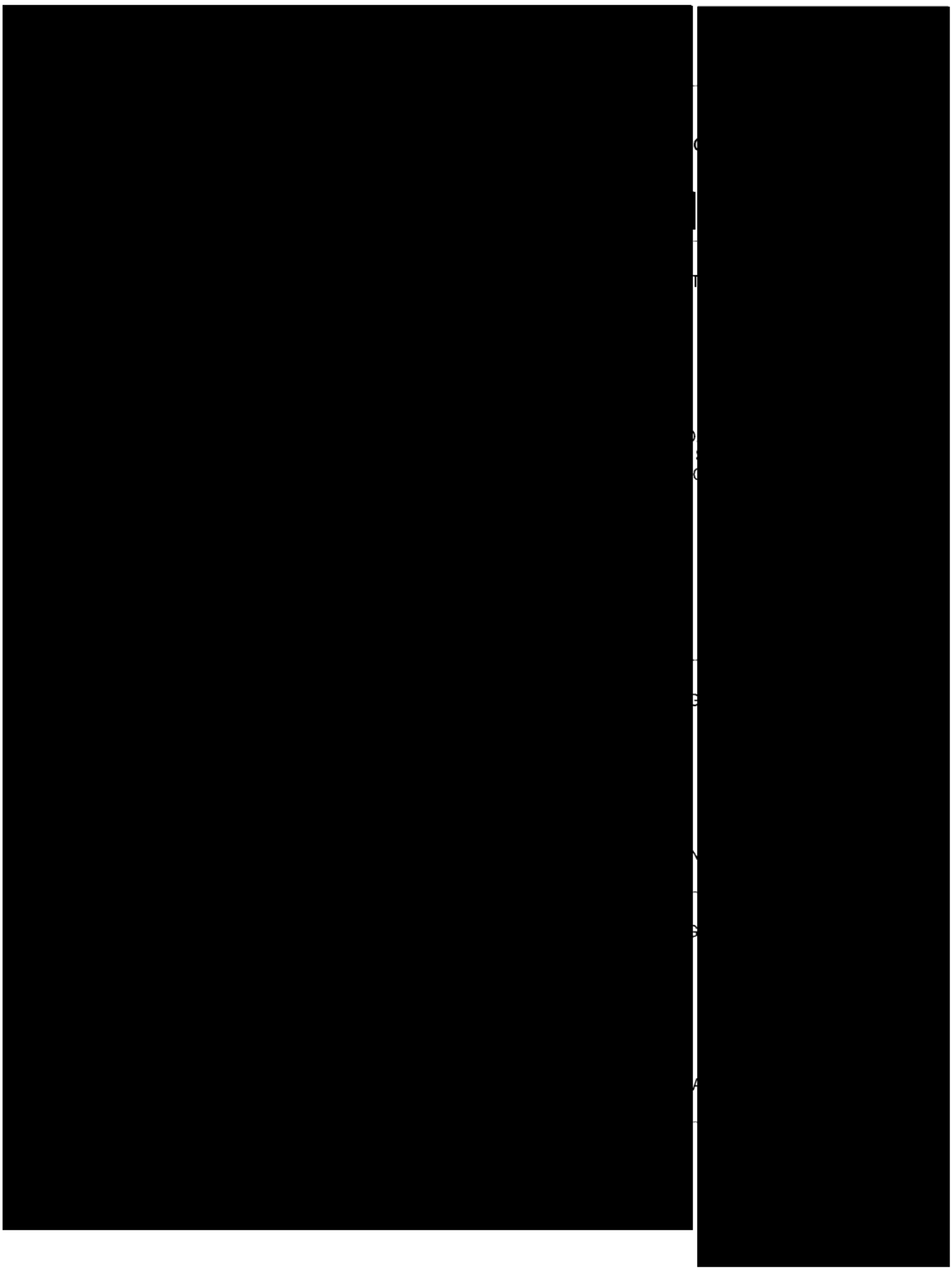
Via Facsimile No. 313-845-5668
And First Class Mail

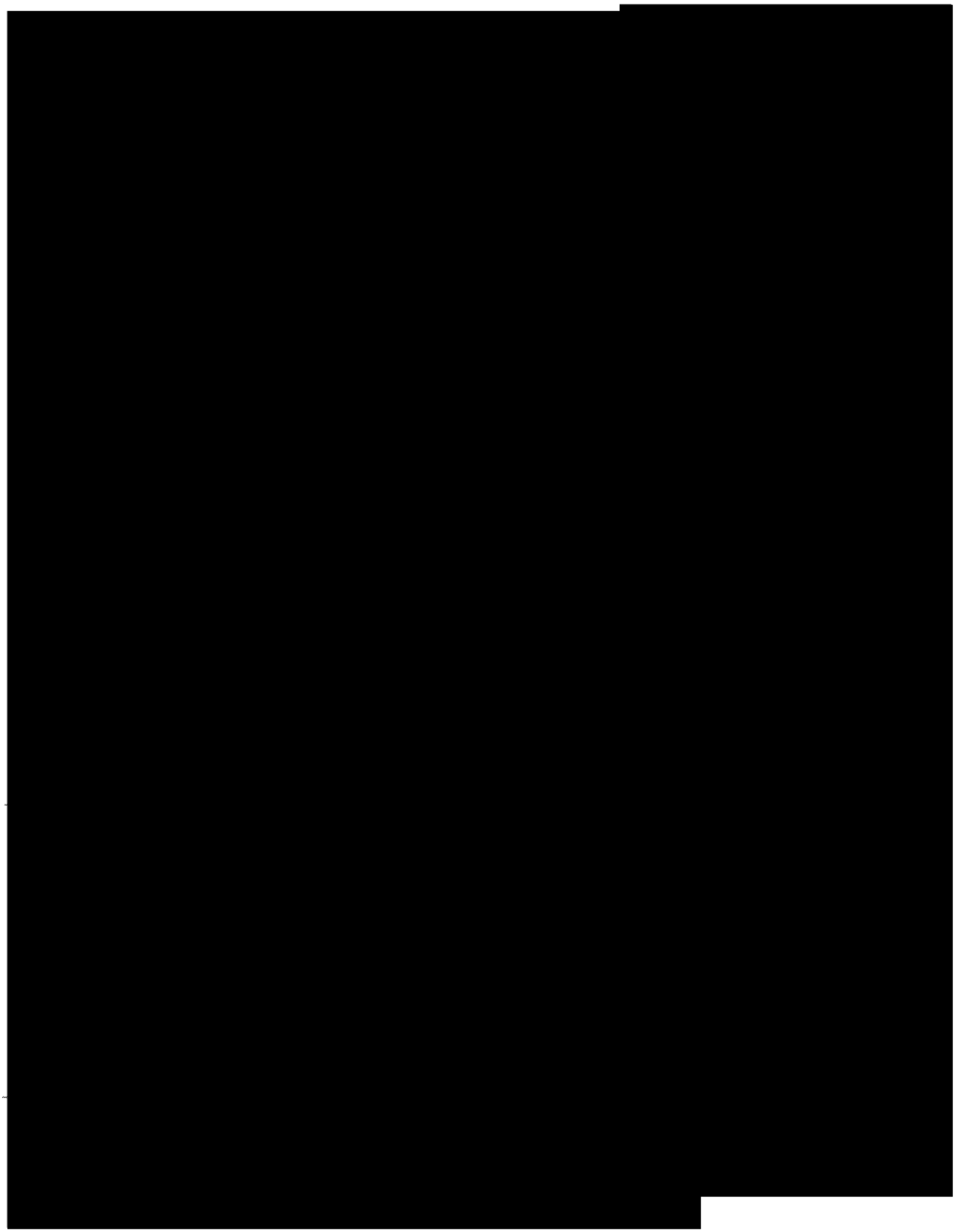
Ford Motor Company
Attn: Legal Dept.
P.O. Box 6248
MD 3NE-B
Dearborn, Michigan 48126

CHAPTER 93A DEMAND LETTER
YOU HAVE THIRTY DAYS TO RESPOND

Re: [redacted] v. Ford Motor Company
Vehicle: 2005 Ford-F-250
Date of Purchase: 03/31/2005
VIN#: 1FTNF21525E[redacted]

Dear Sir or Madam:





Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTNF21525E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	302050541879
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SINGLE CAB (REGULAR CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E172A 2302050541879
```

Trace Trans Serial No:

```
A4522 030305A1M20577075C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	04-MAR-2005

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	111636 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	MA
		Buyer St/Prov:	*
Arrival Date:	16-MAR-2005	**Red Carpet Lease:**	*
Sale Date:	31-MAR-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	31-MAR-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	31-MAR-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	N
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	AP -
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNKLW - TRUE BLUE CC WB
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AF - ELECTRONIC AM/FM/STRO/CLOCK
Calibration Code:	5F714D0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	43DP11 - Rugged Trail T/A 121/118R
Driveshaft Code:	D	**Tire Size:**	D3KBM - LT245/75/R17E A/T BSW
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M343DP110805	**RF:**	M343DP110805
LR:	M343DP110805	**RR:**	M343DP110805
LI:	*	**RI:**	*

SPARE: M343DP115004 **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAC - DGAAC
ESP Coverage(Miles):	*	**Emission Cert Type:**	2
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MFG
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

Any comments? You can contact



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STANDARD CLAIMS LIST

AWS Online Report

Run Date: 07-MAR-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTNF21525[redacted]F7		T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5		*	*	*	*	SXX	V00	*	*

AWS Claim Key: 1575345 **Doc #:** 180852A **Trx Code:** 05S33 **Labor Hrs:** .2 **Labor Cost:** 14.87 **Material Cost:** 3.54 **Total Cost:** 18.41

Dlr Cd-Sub Cd: 01627-* **Name:** FORD OF HYANNIS, INC. **Ph:** 508-7755912 **St:** MA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**4510

Cust Comments: RECALL 05S33

Tech Comments: 4510 PERFORMED RECALL 05S33 INSTALLED THE FUEL LINE CLIP PER RECALL

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTNF21525[redacted]F7		T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5	*	5R02	*	3600	*	S10	V89	H44	42

AWS Claim Key: 1575346 **Doc #:** 180852C **Trx Code:** 1 **Labor Hrs:** 2.2 **Labor Cost:** 163.55 **Material Cost:** 47.12 **Total Cost:** 210.67

Dlr Cd-Sub Cd: 01627-* **Name:** FORD OF HYANNIS, INC. **Ph:** 508-7755912 **St:** MA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-AUG-2005 **DIST(Mile):**4510

Cust Comments: CUST STATES GOING OVER BUMPS, VEHICLE BOUNCES ALL OVER ROAD, CHECK AND ADVISE

Tech Comments: 4520 TEST DROVE DOWN A ROUGH ROAD FOUND STEERING WHEEL WOULD MOVE BACK AND FORTH RAN OASIS FOUND A TSB 04 26 01 PERFORMED TSB 04 26 01A 2.2 INSPECTION, DAMPER GOOD STEERING WHEEL GOOD ADJESTED THE STEERING GEAR MESH LOAD ON THE GAS ENGINE TRUCK TEST DROVE STILL HAS MORE MOVEMENT THAN IT SHOULD .0..... ..... CALLED THE HOT

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTNF21525[redacted]F7		T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5	*	5O01	5C3Z	3504	AA	S10	V89	H45	42

AWS Claim Key: 1859408 **Doc #:** 181784A **Trx Code:** 1 **Labor Hrs:** 3.8 **Labor Cost:** 282.49 **Material Cost:** 752.94 **Total Cost:** 1315.43

Dlr Cd-Sub Cd: 01627-* **Name:** FORD OF HYANNIS, INC. **Ph:** 508-7755912 **St:** MA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-AUG-2005 **DIST(Mile):**5446

Cust Comments: CUST STATES VEHICLE BOUNCES ALL OVER THE ROAD WHEN GOING OVER BUMPS, CHECK AND ADVISE

Tech Comments: 5446 VERIFIED CONCERN. DIAG STEERING BOX DEFECTIVE. REMOVED STEERING BOX AND INSTALLED NEW BOX. ALSO REMOVED AND INSTALLED NEW POWER STEERING LINES FROM THE GEAR TO THE BOX. PERFORMED ALIGNMENT CORRECTED AND SET TOE

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTNF21525E[redacted]F7		T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5	*	4C01	*	5230	*	S10	V89	N22	07

AWS Claim Key: 1822432 **Doc #:** 181784D **Trx Code:** 1 **Labor Hrs:** 1.1 **Labor Cost:** 81.78 **Material Cost:** 0 **Total Cost:** 81.78

Dlr Cd-Sub Cd: 01627-* **Name:** FORD OF HYANNIS, INC. **Ph:** 508-7755912 **St:** MA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-AUG-2005 **DIST(Mile):**5446

Cust Comments: CUST STATES THERE IS A TINNY VIBRATION AT IDLE INTERMITTENTLY, CAN HEAR BETTER UP AGAINST A WALL, LIKE A HEAT SHIELD, CHECK AND ADVISE

Tech Comments: 5446 TEST DROVE FOR NVH DIAG VIB. RATTLE COULD HEAR THE NOISE NEXT TO A WALL INSPECTION FOUND THE EXAUST CLAMP AT THE MUFFLER DID NOT

GET TIGHTENED UP AT THE FACTORY TIGHTENED THE EXAUST CLAMP TO SPEC. TEST DROVE NOISE GONE

1FTNF21525[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	6	*	5B03	*	3B239	*	S10	V89	H44	07

AWS Claim Key:	2036854	**Doc #:**	182831A	**Trx Code:**	1	**Labor Hrs:**	2.9	**Labor Cost:**	215.59	**Material Cost:**	0	**Total Cost:**	383.59		
Dlr Cd-Sub Cd:	01627-*	**Name:**	FORD OF HYANNIS, INC.	**Ph:**	508-7755912	**St:** MA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	15-SEP-2005	**DIST(Mile):**	5716	

Cust Comments: CUST STATES VEHICLE HOPS OVER BUMPS AT HIGHWAY SPEEDS, CHECK AND ADVISE

Tech Comments: 5716 CALLED THE HOT LINE SPOKE TO JASON CLAIM [redacted] HE HAD ME RETORQUE ALL BOTLS IN THE FRONT END THE TRACK BAR ETC. SET ALL TIRE PSI TO FACTORY SPEC. TEST DROVE ALL SET

Any comments? You can contact



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STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-OCT-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 16-OCT-20

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTNF21525[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5		*	*	*	*	SXX	V00	*	*
AWS Claim Key:	1575345	**Doc #:**	180852A		**Trx Code:**		05S33	**Labor Hrs:**		.2	**Labor Cost:**		14.87	**Material Cost:**		3.54	**Total Cost:**		18.41				
Dlr Cd-Sub Cd:	01627-*	**Name:**	FORD OF HYANNIS, INC.				**Ph:**	508-7755912		**St:** MA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	03-AUG-2005		**DIST(Mile):**	4510			
Cust Comments:	RECALL 05S33																						
Tech Comments:	4510 PERFORMED RECALL 05S33 INSTALLED THE FUEL LINE CLIP PER RECALL																						

1FTNF21525E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5	*	5R02	*	3600	*	S10	V89	H44	42
AWS Claim Key:	1575346	**Doc #:**	180852C		**Trx Code:**		1	**Labor Hrs:**		2.2	**Labor Cost:**		163.55	**Material Cost:**		47.12	**Total Cost:**		210.67				
Dlr Cd-Sub Cd:	01627-*	**Name:**	FORD OF HYANNIS, INC.				**Ph:**	508-7755912		**St:** MA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	03-AUG-2005		**DIST(Mile):**	4510			
Cust Comments:	CUST STATES GOING OVER BUMPS, VEHICLE BOUNCES ALL OVER ROAD, CHECK AND ADVISE																						
Tech Comments:	4520 TEST DROVE DOWN A ROUGH ROAD FOUND STEERING WHEEL WOULD MOVE BACK AND FORTH RAN OASIS FOUND A TSB 04 26 01 PERFORMED TSB 04 26 01A 2.2 INSPECTION, DAMPER GOOD STEERING WHEEL GOOD ADJESTED THE STEERING GEAR MESH LOAD ON THE GAS ENGINE TRUCK TEST DROVE STILL HAS MORE MOVEMENT THAN IT SHOULD .0..... CALLED THE HOT																						

1FTNF21525[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5	*	5O01	5C3Z	3504	AA	S10	V89	H45	42
AWS Claim Key:	1859408	**Doc #:**	181784A		**Trx Code:**		1	**Labor Hrs:**		3.8	**Labor Cost:**		282.49	**Material Cost:**		752.94	**Total Cost:**		1315.43				
Dlr Cd-Sub Cd:	01627-*	**Name:**	FORD OF HYANNIS, INC.				**Ph:**	508-7755912		**St:** MA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	23-AUG-2005		**DIST(Mile):**	5446			
Cust Comments:	CUST STATES VEHICLE BOUNCES ALL OVER THE ROAD WHEN GOING OVER BUMPS, CHECK AND ADVISE																						
Tech Comments:	5446 VERIFIED CONCERN. DIAG STEERING BOX DEFECTIVE. REMOVED STEERING BOX AND INSTALLED NEW BOX. ALSO REMOVED AND INSTALLED NEW POWER STEERING LINES FROM THE GEAR TO THE BOX. PERFORMED ALIGNMENT CORRECTED AND SET TOE																						

1FTNF21525[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	5	*	4C01	*	5230	*	S10	V89	N22	07
AWS Claim Key:	1822432	**Doc #:**	181784D		**Trx Code:**		1	**Labor Hrs:**		1.1	**Labor Cost:**		81.78	**Material Cost:**		0	**Total Cost:**		81.78				
Dlr Cd-Sub Cd:	01627-*	**Name:**	FORD OF HYANNIS, INC.				**Ph:**	508-7755912		**St:** MA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	23-AUG-2005		**DIST(Mile):**	5446			
Cust Comments:	CUST STATES THERE IS A TINNY VIBRATION AT IDLE INTERMITTENTLY, CAN HEAR BETTER UP AGAINST A WALL, LIKE A HEAT SHIELD, CHECK AND ADVISE																						
Tech Comments:	5446 TEST DROVE FOR NVH DIAG VIB. RATTLE COULD HEAR THE NOISE NEXT TO A WALL INSPECTION FOUND THE EXAUST CLAMP AT THE MUFFLER DID NOT GET TIGHTENED UP AT THE FACTORY TIGHTENED THE EXAUST CLAMP TO SPEC. TEST DROVE NOISE GONE																						

1FTNF21525E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	04-03-05	31-03-05	111636	USA	6	*	5B03	*	3B239	*	S10	V89	H44	07
AWS Claim Key:	2036854	**Doc #:**	182831A		**Trx Code:**		1	**Labor Hrs:**		2.9	**Labor Cost:**		215.59	**Material Cost:**		0	**Total Cost:**		383.59				
Dlr Cd-Sub Cd:	01627-*	**Name:**	FORD OF HYANNIS, INC.				**Ph:**	508-7755912		**St:** MA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	15-SEP-2005		**DIST(Mile):**	5716			
Cust Comments:	CUST STATES VEHICLE HOPS OVER BUMPS AT HIGHWAY SPEEDS, CHECK AND ADVISE																						
Tech Comments:	5716 CALLED THE HOT LINE SPOKE TO JASON CLAIM # [redacted] HE HAD ME RETORQUE ALL BOTLS IN THE FRONT END THE TRACK BAR ETC. SET ALL TIRE PSI TO FACTORY SPEC. TEST DROVE ALL SET																						

[redacted]

1FTNF21525[redacted]F7 T/F7 F T/BB T/BD T/E A1 T/TQ T/WX 04-03-05 31-03-05 111636 USA 18 * 5N01 5C3Z 3E651 D S05 V39 N57 42

AWS Claim Key: 5830182 **Doc #:** 198236A **Trx Code:** E84 **Labor Hrs:** 1 **Labor Cost:** 77.24 **Material Cost:** 24.47 **Total Cost:** 101.71

Dlr Cd-Sub Cd: 01627-* **Name:** FORD OF HYANNIS, INC. **Ph:** 508-7755912 **St:** MA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-SEP-2006 **DIST(Mile):**17147

Cust Comments: CUSTOMER STATES STEERING WHEEL SHAKING AFTER HITTING BUMPS OR IMPERFECTIONS IN ROAD.PLEASE CHECK AND ADVISE.

Tech Comments: 17147 PERFORM INSTALL SOP STEERING DAMPER ASY

Any comments? You can contact



webmaster

[redacted]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

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

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at this address.

BACKGROUND

3. On or about June 29, 2005, Plaintiff purchased a new 2005 Ford F250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21545[redacted]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $37,895.00. 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.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

14. On or about June 29, 2005, 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.

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

16. 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 purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

17. 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.

18. 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.

19. 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.

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

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

22. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Engine, Transmission, Oil Leak, Steering Wheel and Overdrive Not Shifting. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

23. 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.

24. 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.

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

26. 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).

27. 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

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

29. 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).

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

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

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

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

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

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

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

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

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

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

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

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

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. 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

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

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

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

48. 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."

49. 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.

50. 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.

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

52. 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.

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

54. 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 Twenty-Five Thousand Dollars ($25,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: [redacted]
Craig Thor Kimmel, Esquire
Ira P. Smades, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219

FORD

NEW CAR
RETAIL BUYERS ORDER AND INVOICE 62115

Telephone: (412) 931-6960
Fax: (412) 366-5806 • Email: mccrackin@earthlink.net

McCRACKIN FORD, Inc.

7209 McKnight Road PITTSBURGH, PA 15237

STOCK NO. [redacted]
SERIAL NO. 1FTSX215455[redacted]
G
W
C

TO: McCRACKIN FORD, INC.
PITTSBURGH, PA 15237
YOU MAY ENTER MY ORDER FOR ONE
MODEL F250 PU

DATE 06/29/05
NEW ☐ X USED ☐ DEMO ☐ RENTAL ☐
2005 FORD
YEAR MAKE
COLOR LD CYL

I STATE THAT ODOMETER MILEAGE ON VEHICLE BEING PURCHASED IS 15 [redacted]
DATE 06/29/05

PRICE AS EQUIPPED FROM FACTORY	37895.00
GAP PROTECTION	455.00
OPTIONAL EQUIPMENT FACTORY REBATE	3000.00
INCLUDES ALL DISCOUNTS & FORD REBATES	06/29/05
INCLUDES ALL DISCOUNTS & FORD REBATES	

PHYSICAL DESCRIPTION OF TRADE-IN

YEAR: 2001 (19[redacted]) MAKE: DODGE CHEVROLET MODEL: DURANGO
IDENTIFICATION NUMBER 1GCGK24X1[redacted] COLOR
BALANCE OWED TO
ADDRESS

TRADE-IN PAYOFF VERIFICATION

AMT _____ GOOD TILL _____
TITLE _____ OTHER LIENS _____
VERIFIED _____ CONFIRMED _____

TOTAL INCLUDING ACCESSORIES	35350.00
LESS USED CAR ALLOWANCE	21800.00
CASH DIFFERENCE	13550.00
SALES TAX	948.50
TITLE FEE	22.50
REGISTRATION FEE	42.00
NOTARY FEE	5.00
ENCUMBRANCE FEE	5.00
PLATE FEE	4.00
MESSENGER FEE	4.00
DOCUMENT FEE	55.00
USED CAR BALANCE OWED	17409.83
TOTAL BALANCE DUE *	32039.83
DEPOSIT *	0.00
MONEY DUE*	N/A
UNPAID BALANCE OF CASH PRICE *	32039.83

TO BE FINANCED YES ☐ X NO ☐ If yes, see term 9 on reverse

"NOTICE BUYER(S) ACKNOWLEDGE RECEIPT OF A FULL AND COMPLETE COPY OF THE INSTALLMENT SALES CONTRACT PRIOR TO THE EXECUTION HEREOF SAID CONTRACT IN ACCORDANCE WITH THE FEDERAL TRUTH-IN-LENDING DISCLOSURES.
X [redacted]

TERMS AND CONDITIONS

WARRANTY: "THE PRINTED NEW VEHICLE WARRANTY OF THE MANUFACTURER DELIVERED TO THE BUYER WITH THE SALE OF THIS VEHICLE, AND WHICH THE BUYER ACKNOWLEDGES, IS THE ONLY WARRANTY APPLICABLE TO THE SALE OF THIS VEHICLE. ADDITIONAL COPIES OF THE MANUFACTURER'S WARRANTY MAY BE OBTAINED FROM THE MANUFACTURER OR THE DEALER BY REQUESTING COPIES OF THE SAME."

DISCLAIMER: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE MADE BY THE SELLER HEREIN EXCEPT THE WARRANTIES OF THE MANUFACTURER. THE MANUFACTURER'S WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; AND ANY DISPUTE ARISING UNDER THE TERMS OF SAID WARRANTY SHALL BE DETERMINED SOLELY BY THE BUYER AND THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLING DEALER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. Some states do not allow the exclusions or limitation of incidental or consequential damages, so the preceding limitation or exclusion may not apply to you.

I STATE THAT ODOMETER MILEAGE ON USED VEHICLE TRADE-IN IS 111585
AT TIME OF TRANSFER

(Check the following statement, if applicable)
☐ I FURTHER STATE THAT THE ACTUAL MILEAGE DIFFERS FROM THE ODOMETER READING FOR REASONS OTHER THAN ODOMETER CALIBRATION ERROR AND THAT THE ACTUAL MILEAGE IS UNKNOWN.

X _____
SIGNATURE OF PURCHASER (TRANSFEROR OF TRADE-IN)
DATE 06/29/05

This contract is not binding upon either the dealer or purchaser until signed by an authorized dealer representative. YOU THE PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY A SALES MANAGER OF THE DEALER BY GIVING WRITTEN NOTICE OF CANCELLATION TO THE DEALER. Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof that this order cancels and supersedes any prior agreement and as of date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. Purchaser by his execution certifies he is of majority age and that he has read the terms and conditions and received a true copy of this order.

PRINT NAME [redacted] TEL N[redacted]
ADDRESS [redacted]
CITY PITTSBURGH PA [redacted]
PURCHASER'S SIGNATURE [redacted]
SALESMAN SCHILO, ART
BY [redacted]

APPROVED AND ACCEPTED -McCRACKIN

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT A

THIS IS NOT AN ORDER UNTIL ACCEPTED BY A SALES MANAGER OF THE COMPANY

[redacted]
PITTSBURGH, PA [redacted]

"TRY ME"

FORD McCRACKIN FORD, INC.

ESTABLISHED 1968
7209 McKnight Road Pittsburgh, PA 15237
Across from Ross Park Mall
Telephone (412) 931-6960 / 800-642-8849
Parts & Service open from 7 A.M. to 11 P.M.
Monday through Friday

SERVICE ADVISOR THERESE M BARRY

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
07JUL05	13JUL05	[redacted]	1FTSX21545E[redacted]	[redacted]	[redacted]		13JUL05	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
20:52	14:39	05	FORD F250 PU	[redacted]	68.00	29JUN05	484	675

MILEAGE IN	MILEAGE OUT	LICENSE NO.
345	402	

TECH.	TYPE	HOURS	LISTPRICE	NETPRICE	TOTAL
A CK FOR FLUID LEAK, PUDDLES UNDER VEHICLE.					
CAUSE: DEMORS L-M INV: C82259 TRANS OIL LEAK					
DIAG. R&I TRANSMISSION AND RESEAL F RONT					
PUMP ASSY. OIL LEAK DIAG.					
7000E OIL LEAKS - AUTOMATIC TRANSMISSION					
- DIAGNOSIS (7003) - L					
399 WP4					(N/C)
OSL OUTSIDE LABOR					
1 WP4					(N/C)
FC: L72 D8					
PART#: 7A248					
COUNT:					
CLAIM TYPE: SPW					
AUTH CODE:					
6341					
SUBL REPAIR TRANS					
PO#[redacted]					
WP4					(N/C)
B** CK DOOR CHIME GOES OFF EVEN WITH REMOVED					
AND LIGHTS OFF					
ROAD TEST AFTER TRANS REPAIR, COULD NOT					
VERIFY ANY ABNORMAL DOOR CHIME. BCE					
TEST, ALL SYSTEMS PASS-NO CODES.					
1 CP		0.00			0.00

** PRE-INVOICE **

FORD

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

THE McCRACKIN ADVANTAGE

1. EXTENDED SERVICE HOURS 7 AM to 11 PM MON. thru FRI.
2. FACTORY CERTIFIED TECHNICIANS
3. LATEST EQUIPMENT
4. EARLY BIRD DROP OFF
5. NORTH HILLS SHUTTLE
6. COMPLETE BODY SHOP
7. DISCOUNT RENTALS TO SERVICE CUSTOMERS
8. GENUINE FORD PARTS

AAA Approved Auto Repair

WE CARE

ASE CERTIFIED

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE X

OLC: A REF. RO: 248105 SVC PART DATE: 04/01/0

ON BEHALF OF SERVICING D
SHOWN. SERVICES DESCRIB
THE VEHICLE OR OTHERWISE
ACCIDENT, NEGLIGENCE OR
NOTIFICATION AT THE SERV

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT 13

RMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
M ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT
CTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

[redacted]
PITTSBURGH, P[redacted]

"TRY ME"

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Across from Ross Park Mall
Telephone (412) 931-6960 / 800-642-8849
Parts & Service open from 7 A.M. to 11 P.M.
Monday through Friday

SERVICE ADVISOR MARK CUPPS

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
27SEP05	27SEP05	[redacted]	1FTSX21545E[redacted]	[redacted]	[redacted]		27SEP05	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
17:32	19:57	05	FORD F250 PU	[redacted]	68.00	29JUN05	146	146

MILEAGE IN	MILEAGE OUT	LICENSE NO.
3250	3250	

TECH.	TYPE	HOURS	DISCOUNT	NET/NET	TOTAL	
A	CK FRONT END JERKS BADLY OVER BUMPS					
	49 CKED FRONT END,NEEDS TSB					
	PERFORMED,CUST. TO RESCHEDULE					
	606 IS				(N/C)	
B	FREE COMPLIMENTARY OIL CHANGE					
	2M FREE COMPLIMENTARY OIL CHANGE					
	606 IPRP				(N/C)	
	1 F1AZ*6731*BD FILTER					
	ASY - OIL				(N/C)	
LUBE	OIL					
	IPRP				(N/C)	

THE McCRACKIN ADVANTAGE

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2. FACTORY CERTIFIED TECHNICIANS
3. LATEST EQUIPMENT
4. EARLY BIRD DROP OFF
5. NORTH HILLS SHUTTLE
6. COMPLETE BODY SHOP
7. DISCOUNT RENTALS TO SERVICE CUSTOMERS
8. GENUINE FORD PARTS

Approved Auto Repair

WE CARE

ASE CERTIFIED

** PRE-INVOICE **

FORD

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

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CUSTOMER SIGNATURE X

****
*** THANKS FOR COMING TO MCCRACKIN FORD ****
***** YOUR COMPLETE SATISFACTION IS OUR *****
********** G O A L **********

VISIT OUR WEB SITE WWW.MCCRACKINFORD.COM

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

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Saturday 8 A.M. to 4 P.M.

[redacted]
PITTSBURGH, PA [redacted]

SERVICE ADVISOR THERESE M BARRY

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
03OCT05	05OCT05	[redacted]	1FTSX21545E[redacted]	[redacted]	[redacted]		05OCT05	2[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
18:19	16:38	05	FORD F250 PU	[redacted]	68.00	29JUN05	675	675

MILEAGE IN	MILEAGE OUT	LICENSE NO.
3478	3479	

RECD.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
A CK FRONT END; FINISH REPAIRS FROM LAST VISIT.					
CAUSE: CHECK FOR BAD STEERING WHEEL OSELATION VERIFIED FOUND TSB FOR SETTING TIRE PRESSURES AND TORQUING ALL STEERING ANS SUSPENSION COMPONENT S BO MT SET TIRE PRESSURE AND TORQUE SUSPENSION					
606 WP4					(N/C)
FC: H21 42					
PART#: 3600					
COUNT:					
CLAIM TYPE:					
AUTH CODE:					
1030					
B PERFORM COMPLIMENTARY QUALITY CARE MAINTENANCE VEHICLE INSPECTION					
99P PERFORM COMPLIMENTARY QUALITY CARE MAINTENANCE VEHICLE INSPECTION					
606 CP			0.00	0.00	
C** OVERDRIVE NOT SHIFTING RIGHT. NO PROBLEM FOUND AT THIS TIME					
352 IS					(N/C)
D** CUST HEARD CLUNK IN REAR END					

THE McCRACKIN ADVANTAGE

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   7 AM to 11 PM MON. Thru FRI.
   SAT 8 AM to 4 PM
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5. NORTH HILLS SHUTTLE
6. COMPLETE BODY SHOP
7. DISCOUNT RENTALS TO SERVICE CUSTOMERS
8. GENUINE FORD PARTS
9. SVT HIGH PERFORMANCE DEALER

Approved Auto Repair

WE CARE

ASE CERTIFIED

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

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CUSTOMER SIGNATURE
X

Ford

Service & Parts Hours
Mon - Fri
7 AM to 11 PM
Sat.
8 AM to 4 PM

Thanks for coming to McCrackin Ford. Your complete satisfaction is our **GOAL.**

visit our website at
www.mccrackinford.com

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(SIGNED) CUSTOMER COPY OWNER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

[redacted]

PITTSBURGH, PA [redacted]

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SERVICE ADVISOR THERESE M BARRY

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
03OCT05	05OCT05	5[redacted]	1FTSX21545E[redacted]		[redacted]		05OCT05	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	SA
18:19	16:38	05	FORD F250 PU	[redacted]	68.00	29JUN05	675	675

MILEAGE IN	MILEAGE OUT	LICENSE NO.
3478	3479	

	TECH.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
NO PROBLEM FOUND AT THIS TIME	606	CP			0.00	0.00

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   SAT 8 AM to 4 PM
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8. GENUINE FORD PARTS
9. SVT HIGH PERFORMANCE DEALER

Approved Auto Repair

WE CARE

ASE CERTIFIED

** PRE-INVOICE **

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

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CUSTOMER SIGNATURE X

Service & Parts Hours

Mon - Fri
7 AM to 11 PM
Sat.
8 AM to 4 PM

Thanks for coming to McCrackin Ford. Your complete satisfaction is our **GOAL**.

visit our website at

www.mccrackinford.com

********** *** THANKS FOR COMING TO MCCRACKIN FORD **** ***** YOUR COMPLETE SATISFACTION IS OUR ***** ********** G O A L **********

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(SIGNED) CUSTOMER COPY GENERAL MANAGER OR AUTHORIZED PERSON DATE

Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21545E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	080904522037
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E173A 080904522037
```

Trace Trans Serial No:

```
A4522 130904A1M20155515C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	15-SEP-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	144007 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*
Arrival Date:	20-SEP-2004	**Red Carpet Lease:**	*
Sale Date:	29-JUN-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	29-JUN-2005	**Modified Vehicle:**	*
Orig Warranty Date:	29-JUN-2005	**Reacquired Vehicle:**	*

Vehicle Count Flag: Y
Vehicle Export Flag: N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	AQ - DRIVER PADDLE FOLD AWAY MIRROR
Axle Type:	EGJAB - NON-LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PN3A9 - MEDIUM WEDGEWOOD BLUE
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AK - Pirelli
Delivery Type:	0	**Tire Brand:**	AHE751 - Scorpion STR 112S
Driveshaft Code:	D	**Tire Size:**	D3KCC - LT265/70/R17E A/S BSW
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	XLAHE7513504	**RF:**	XLAHE7513504
LR:	XLAHE7513404	**RR:**	XLAHE7513504
LI:	*	**RI:**	*
SPARE:	XLAHE7513504	**DOT Plant Manufacturer:**	XL - PIRELLA ; S.A. ; CAMPINAS ; *

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	*
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MSE
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 15-MAR-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSX21545[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	15-09-04	29-06-05	144007	USA	0	*	3A11	*	*	*	SXX	V00	*	*
AWS Claim Key:	627980	**Doc #:**	248105A		**Trx Code:**		05B27	**Labor Hrs:**		7	**Labor Cost:**		477.61	**Material Cost:**		88.03	**Total Cost:**		565.64				
Dlr Cd-Sub Cd:	07459-*	**Name:**	MC CRACKIN FORD				**Ph:**	412-9316960		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	08-MAR-2005	**DIST(Mile):**	5			
Cust Comments:	CERTAIN 05 F SUPER DUTY WITH 5R110 TORQSHIFT TRANS & SNOW PLOW PREP PKG. TRANS LOW REVERSE SNAP RING REPLACEMENT.																						
Tech Comments:	R&R TRANS, INSPECT AND REPLACE SNAP RING PER 05B27																						
1FTSX21545[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	15-09-04	29-06-05	144007	USA	0		*	*	*	*	SXX	V00	*	*
AWS Claim Key:	1166241	**Doc #:**	253371A		**Trx Code:**		05S33	**Labor Hrs:**		.2	**Labor Cost:**		14.14	**Material Cost:**		3.54	**Total Cost:**		17.68				
Dlr Cd-Sub Cd:	07459-*	**Name:**	MC CRACKIN FORD				**Ph:**	412-9316960		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	14-JUN-2005	**DIST(Mile):**	10			
Cust Comments:	CERTAIN 05 F250 350 450 550 SUPER DUTY WITH 5.4 & 6.8 GAS ENGINE, FUEL LINE RETIANER CLIP INSTALLATION																						
Tech Comments:	INSTALL FUEL LINE RETAINER CLIP PER RECALL																						
1FTSX21545E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	15-09-04	29-06-05	144007	USA	1	*	3A06	*	7A248	*	S11	V48	L72	D8
AWS Claim Key:	1320330	**Doc #:**	254675A		**Trx Code:**		05B27	**Labor Hrs:**		.6	**Labor Cost:**		634.7	**Material Cost:**		0	**Total Cost:**		634.7				
Dlr Cd-Sub Cd:	07459-*	**Name:**	MC CRACKIN FORD				**Ph:**	412-9316960		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-JUL-2005	**DIST(Mile):**	345			
Cust Comments:	CK FOR FLUID LEAK, PUDDLES UNDER VEHICLE.																						
Tech Comments:	OSL DEMORS LINC MERC, INV C82259, 592.29 TRANS OIL LEAK DIAG. R&I TRANSMISSION AND RESEAL FRONT PUMP ASSY. OIL LEAK DIAG.																						
1FTSX21545E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	15-09-04	29-06-05	144007	USA	4	*	5R02	*	3600	*	S10	V87	H21	42
AWS Claim Key:	2094985	**Doc #:**	259134A		**Trx Code:**		1	**Labor Hrs:**		2.2	**Labor Cost:**		155.52	**Material Cost:**		0	**Total Cost:**		155.52				
Dlr Cd-Sub Cd:	07459-*	**Name:**	MC CRACKIN FORD				**Ph:**	412-9316960		**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	03-OCT-2005	**DIST(Mile):**	3478			
Cust Comments:	CK FRONT END; FINISH REPAIRS FROM LAST VISIT.																						
Tech Comments:	CHECK FOR BAD STEERING WHEEL OSELATION VERIFIED FOUND TSB FOR SETTING TIRE PRESSURES AND TORQUING ALL STEERING ANS SUSPENSION COMPONENTS BOLTS ALSO SET MESH LOAD.																						

Any comments? You can contact



FILED

BY:_____

2006 JUL 18 PM 3:49

VIRGINIA TINNELL
SUPERIOR COURT CLERK

Shalev Amar (022332)
Ian Pryor (022651)
Pryor & Amar, LLC
7411 E. 6th Ave., Suite #206
Scottsdale, AZ 85251
(480) 947-7755
(866) 663-3497 (facsimile)
Attorneys for Plaintiff

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

[redacted],) Case No.: [redacted]
)
Plaintiff,) **COMPLAINT --**
) **VIOLATION OF THE ARIZONA**
vs.) **MOTOR VEHICLES WARRANTIES ACT**
)
FORD MOTOR COMPANY,)
)
Defendant.)
)

1. The Superior Court has jurisdiction to hear this matter pursuant to A.R.S. Const. Art. 6 §14.

2. Plaintiff, [redacted] ("Plaintiff"), is a consumer who resides in the State of Arizona.

3. Defendant, Ford Motor Company ("Defendant"), is a foreign corporation authorized to do business in the State of Arizona, County of Maricopa, and is engaged in the manufacture, sale, supply and distribution of motor vehicles and attendant warranties. Defendant supplies its products and services to the Arizona consuming public through its authorized dealerships, including Bradley Ford Lincoln Mercury ("Bradley Ford").

4. On August 26, 2006, Plaintiff purchased a new 2006 Ford F-250 ("F-250") manufactured and supplied by Defendant, Vehicle Identification No. 1FTSW21P86E[redacted] for $46,599.05, inclusive of all collateral charges incurred at the time of purchase. *See* Retail Installment Contract, attached hereto as Exhibit "A."

5. In connection with Plaintiff's purchase of the F-250, Defendant issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage.

6. Even before Plaintiff took possession of the F-250 (a day before the contract date of purchase on a test drive, *see* Repair Order dated August 25, 2005, attached hereto as Exhibit "B"), his defect odyssey began for a dangerous steering wheel shimmying defect/nonconformity.

7. This initial steering wheel shimmying defect/nonconformity repair alone took over twenty-seven (27) days to complete, but did not remedy the condition.

8. In total, the F-250 was out of service at least fifty-five (55) days by reason of steering wheel shimmying and vibration defect/nonconformity repairs.

9. The number of days out of service is nearly double what the Arizona Motor Vehicles Act A.R.S. §44-1261 *et seq.* ("Lemon Law") states is a reasonable number of days (30 days) for Ford to cure the F-250.

10. In addition, Bradley Ford put over 4,160 miles on the F-250 while attempting repairs. These miles neither count towards the Lemon Law statute of limitations nor towards a usage fee offset.

11. The steering wheel shimmying and vibration defect/nonconformity remains un-remedied.

12. Ford has issued a Technical Service Bulletin (TSB 05-22-1) for the exact steering wheel shimmying and vibration defect/nonconformity Plaintiff is experiencing. *See* Steering Wheel Oscillation TSB, attached hereto as Exhibit "B."

13. The above mentioned defect/non-conformity and the dilatory inadequate repairs therefor constitute a substantial impairment in the use, value and safety of the subject vehicle to Plaintiff.

14. Plaintiff provided Defendant, through its authorized dealership Bradley Ford, a reasonable opportunity to repair the defects, non-conformities and conditions within the F-250 as evidenced by the numerous days out of service by reason of defect repair the F-250 was subject to.

15. Plaintiff gave Defendant written notification of the defects within the F-250 and the excessive days Defendant's authorized repair agents spent attempting repairs, as well as Plaintiff's lawful demand for compensation on June 15, 2006. *See* Notice Letter, attached hereto as Exhibit "C."

16. Defendant ignored and thereby refused Plaintiff's demand for compensation even though it has not met the requirements of the Lemon Law (to repair the instant steering wheel shimmying and vibration defect in a reasonable number of days) and has refused to provide Plaintiff with the remedies Plaintiff is due in the form of refund of the subject vehicle's purchase price or a replacement vehicle.

17. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with Defendant's statutory duty of reasonableness to Plaintiff as Plaintiff did not receive the basis for his bargain for a new F-250, but instead was saddled with a truck riddled with a substantial defect akin to an improperly maintained high mileage used vehicle of a much lesser value.

18. Plaintiff has met all financial obligations for the subject vehicle as well as the preconditions of the Lemon Law.

19. Because of Defendant's violation of the Lemon Law, Plaintiff has suffered damages and, in accordance with A.R.S. § 44-1263 *et seq.*, Plaintiff is entitled to bring suit for legal damages in the form of refund of the subject vehicle's purchase price or equitable relief in the form of a comparable replacement vehicle.

20. WHEREFORE, pursuant to A.R.S. § 44-1261 *et seq.*, Plaintiff prays for relief against Defendant as follows:

a. A replacement vehicle or full refund of the purchase price inclusive of financing charges accrued minus a reasonable usage fee not to exceed ten (10) cents per mile (at Plaintiff's election);

b. All reasonable attorney fees, expert fees and court costs incurred during the commencement and prosecution of this matter; and,

c. All other relief deemed justified by this Court.

RESPECTFULLY SUBMITTED this 13 day of July, 2006.

By: [redacted]

Shalev Amar (022332)
Ian Pryor (022651)
Pryor & Amar, LLC
7411 E. 6th Ave., Suite #206
Scottsdale, AZ 85251
(480) 947-7755
(866) 663-3497 (facsimile)
Attorneys for Plaintiff

A

STOCK NO. DEAL 30094 [redacted]

Buyer(s)/Debtor(s): [redacted]

Address: LAKE HAVASU CITY AZ [redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT

Seller/Creditor: BRADLEY FORD-LINC-MERCURY

Address: 1690 INDUSTRIAL BLVD. LAKE HAVASU CITY, AZ 86403

This is an agreement for the installment purchase by you of the Vehicle described below. As used in this Contract, the words "you" and "your" mean the Buyer or Buyers who sign below. The words "we", "us", "our" and "Seller" refer to the Seller whose name and address appear above or to anyone to whom this Contract is assigned (referred to as the "Assignee"). If the Assignee notifies you that it has purchased this Contract, you agree to make all of your payments to the Assignee. This sale is subject to approval of your credit by us and acceptance of this Contract by an Assignee. **BY SIGNING BELOW, YOU ALSO AGREE TO ALL OF THE TERMS ON BOTH SIDES OF THIS CONTRACT. PLEASE READ THE BACK CAREFULLY.**

This Vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE I.D. #
NEW	2006	FORD	8 CL		F250 PIC ?	1FTSW21P86 [redacted]

EQUIPMENT:

☐ AM/FM Stereo ☐ Tape ☐ 4 Sp. Trans. ☐ 5 Sp. Trans. ☐ T-Top/Sun ☐ CD Player ☐ Pwr. Stg. ☐ Auto. Trans. ☐ Air Cond. ☐ Cruise ☐ Pwr. Wind. ☐ Pwr. Seats ☐ Pwr. Doors ☐ Cust. Whls.

Misc. Equipment:

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

ANNUAL PERCENTAGE RATE	THE COST OF YOUR CREDIT AS A YEARLY RATE. 3.90 %
FINANCE CHARGE	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU. $ 2994.37 e
Amount Financed	The amount of credit provided to you or on your behalf $ 35912.03
Total of Payments	The amount you will have paid after you have made all payments as scheduled. $ 38906.40 e
Total Sale Price	The total cost of your purchase on credit including your down payment of $ 7692.66 $ 46599.05 e

e means an estimate

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due:
N/A	N/A	N/A
48	810.65	Monthly, Beginning 10/10/2005
N/A	N/A	N/A

Insurance: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

Type	Term	Premium	Signature
Credit Life Insurance	N/A mos.	$ N/A	I want credit life insurance only _____
Disability Insurance	N/A mos.	$ N/A	I want disability insurance only _____
Credit Life and Disability	N/A mos.	$ N/A	I want credit life and disability insurance _____
Joint Credit Life Insurance	N/A mos.	$ N/A	We want joint credit life insurance _____
Joint Credit Life and Single Disability Insurance	N/A mos.	$ N/A	We want joint credit life and single disability insurance _____

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

Late Charge: If the Vehicle is purchased for personal use, and a payment is not paid in full within 10 days after it is due, you will pay a late charge of the lesser of $10.00 or 5% of the unpaid balance of the installment.

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

See the other pages of this Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (incl. accessories) $ 41003.75 + Sales Tax $ 1464.32 = Total Cash Price ..... $ 42468.07 (1)
   Net Trade-In Deficiency (item 5 if negative) $ 0.00 to _____
2. Other charges imposed by Seller include:
   **(a) Vehicle Service Contract (Term) _____ $ N/A
   (b) Dealer Documentary Fee _____ $ N/A
   (c) Other (describe) _____ $ N/A
   (d) Other (describe) _____
   Total ..... $ 319.61 (2)
3. Payments made on your behalf to Public Officials for Official Fees:
   (a) Registration Fees $ N/A + (b) Title Fees $ 12.00 + (c) Lieu Tax $ 800.00 +
   (d) Lien Filing Fees $ N/A + (e) Postage Fees $ N/A + (f) Weight Fees $ N/A +
   (g) Other (describe) TIRE TAX $ 5.00
   Total ..... $ 817.00 (3)
   $ 43604.68 (4)
4. Cash Sale Price (sum of items 1, 2 and 3)
5. Trade-in 2004 FORD F150 $ 2350.00 1465.35 3692.65 (5)
   Yr. Make & Model — Gross Allowance — Payoff — Net Trade-In (Deficiency)
6. Total Down Payment includes:
   (a) Net Trade-In (item 5) (if negative, insert $0) ..... $ 7692.65
   (b) Cash Down Payment (Includes manufacturer's rebate of $ N/A assigned to Seller) $ N/A
   $ 7692.65 (6)
   Total Down Payment (a + b) ..... $ 36912.03 (7)
7. Unpaid balance of Cash Sale Price (item 4 less item 6) .....
8. Payments made to others on your behalf:
   **(a) Amounts paid to Insurance Companies for Insurance Premiums:
   (1) Credit Insurance Premiums $ N/A + (2) Property Insurance Premiums $ N/A
   Total ..... $ N/A (8a)

(a) Net Trade-In (from 5) (if negative, enter $0) .....

(b) Cash Down Payment (includes manufacturer's rebate of $ N/A assigned to Seller) $ N/A

Total Down Payment (a + b) ..... $ 7692.66 (6)

7. Unpaid balance of Cash Sale Price (item 4 less item 6) ..... $ 35912.03 (7)

8. Payments made to others on your behalf:

**(a) Amounts paid to Insurance Companies for Insurance Premiums:

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

Total ..... $ N/A (8a)

(b) Amounts paid to others:

**(1) Payments to N/A for N/A $ N/A (8b)

**(2) Payments to N/A for N/A $ N/A (8c)

**(3) Payments to N/A for N/A $ N/A (8d)

**(4) Payments to N/A for N/A $ N/A (8e)

**(5) Payments to N/A for N/A $ N/A (8f)

Total Amount Paid to Others (Sum of items 8A through 8F) ..... $ N/A (8)

**We may be retaining a portion of this amount.

9. Amount Financed - Amount of credit you will get (item 7 plus item 8) ..... $ 35912.03 (9)

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

11. Property Insurance: You promise to keep the Vehicle insured for its full value against loss or damage with loss payable endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and items of coverage are as follows:

	TERM	PREMIUM
Collision (actual cash value of loss less $N/A deductible) and Comprehensive including fire and theft (cash value of loss less $N/A deductible)	N/A months	$ N/A
Other (describe) N/A	N/A months	$ N/A

If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:

Agent's Name _____ Telephone Number _____

Agent's Address _____ City _____ State _____

Promise to Pay: By signing below, you promise to pay us the Amount Financed, together with finance charges calculated thereon at the Annual Percentage Rate. You agree to make your payments to us set forth in the Payment Schedule shown above. Your final payment may change, depending upon your payment habits. We will apply each payment first to accrued finance charges and late charges and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment. If a payment is not paid in full within 10 days after it is due, you will also pay a late charge. If the Vehicle is purchased for commercial use, the late charge will be 5% of the unpaid balance of the installment; if the Vehicle is purchased for personal use, the late charge will be the lesser of $10.00 or 5% of the unpaid balance of the installment.

Security Interest: To protect us if you do not pay as promised, or if you break some other promise of this Contract, you give us a purchase money security interest in the Vehicle, all accessions thereto, and in any proceeds of the Vehicle. If the Vehicle is purchased for commercial use, this security interest also covers all equipment, accessories, and parts (other than accessions) added to the Vehicle. If the Vehicle is purchased for personal use, this security interest also covers equipment, accessories, and parts (other than accessions) added to the Vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the Vehicle and in any insurance premiums which are refunded. This security interest does not cover any other debts you owe us, and this debt if not covered by any other security interest held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE VEHICLE EXEMPT FROM LEGAL PROCESS.

LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES

(a) For "new" vehicles: (1) If the Vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with you which applies to the Vehicle. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of Seller's written warranty or service contract; (2) If the vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The Vehicle is sold to you AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component parts; (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

(b) For "used" vehicles:

(1) Used Car Implied Warranty of Merchantability:

THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO $25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Waiver of Used Car Implied Warranty of Merchantability:

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA (S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHÍCULO BAJO ESTOS TÉRMINOS:

1. _____ Buyer/Comprador _____

2. _____ Buyer/Comprador _____

3. _____

(3) The vehicle is sold "AS IS – NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives you a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. If the Vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier, as set forth above, unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with you which applies to the Vehicle. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of Seller's written warranty or service contract. If the Vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability.

NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign.

Annual percentage rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and the dealership may receive some portion of the finance charge or receive other compensation for providing the financing.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT, UNLESS DESCRIBED IN ITEM 11 AND AN APPROPRIATE PREMIUM CHARGE IS SHOWN IN ITEM 8(a) ABOVE.

SELLER IS REGULATED AND COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO:

Buyer(s) Acknowledge(s) receipt of a fully completed copy of this Contract.

(a) For "new" vehicles: (1) If the Vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular pu
unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enter
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(1) Used Car Implied Warranty of Merchantability:

THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHI
THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WI
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ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHÍCULO TIENE E
SIGUIENTE PROBLEMA (S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHÍCULO BAJO ESTOS TÉRMINOS:

1. _____
2. _____
3. _____

Buyer/Comprador _____
Buyer/Comprador _____

(3) The vehicle is sold "AS IS -- NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives you a separate written instrume
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sale or within 90 days thereafter, Seller enters into a service contract with you which applies to the Vehicle. In that event, any implied warranties arisi
from the sale of the Vehicle shall be limited to the duration of Seller's written warranty or service contract. If the Vehicle is purchased for commerci
use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 5
miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warrant
express or implied, except for a breach of the implied warranty of merchantability.

NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an
exact copy of the Contract you sign.
Annual percentage rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and the dealership may
receive some portion of the finance charge or receive other compensation for providing the financing.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN
THIS CONTRACT, UNLESS DESCRIBED IN ITEM 11 AND AN APPROPRIATE PREMIUM CHARGE IS SHOWN IN ITEM 8(a) ABOVE.

SELLER IS REGULATED AND COMPLAINTS CON-
CERNING THIS CONTRACT MAY BE ADDRESSED TO:
ARIZONA STATE BANKING DEPARTMENT
2910 N. 44th STREET, SUITE 310
PHOENIX, ARIZONA 85018
TELEPHONE (602) 255-4421

Buyer(s) Acknowledge(s) receipt of a fully completed copy of this Contract.

*BUYER _____
*BUYER _____
SKI[redacted]URY
By _____
Its _____

Date this 26TH day of AUG 2005

*OTHER OWNERS: If a person shown on the certificate of title as an owner of the vehicle does not want to be separately liable to pay this debt, please sign below to give us a security interest in the vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

ASSIGNMENT

XX Seller hereby assigns this Contract to the below designated Assignee under the terms and conditions of a Dealer Agreement (☐ Recourse ☐ Non-Recourse) previously entered into between Seller and [redacted] any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty

SELLER FORD-LINC-MERCURY [redacted] 08/26/2005 359[illegible]-02

Assignee: FORD MOTOR CREDIT COMPAN [redacted] ATLANTA

_____ SIGNER _____ TITLE

Branch _____

For Dealer Proceeds Only Line 7

$ _____

Form No. 11© 2004 Az Auto Dealers Assoc. (Rev. 5/04) BUYER'S COPY

ALL RIGHTS RESERVED

B

STEERING WHEEL OSCILLATION

TSB 05-22-1

FORD:
2005-2006 F-Super Duty

This article supersedes TSB **4-26-01** to update the vehicle model years.

ISSUE

Some 2005-2006 F-Super Duty vehicles may exhibit steering wheel oscillation (back and forth motion), immediately following front or rear wheel impacts (pavement joints, frost heaves, rough roads, etc.). Steering wheel motion is typically in the range of ± 5 degrees, and typically dampens out in fewer than five oscillations. This condition occurs mostly on 4x4 vehicles, and is more evident on trucks equipped with a gas engine.

ACTION

Refer to the following Service Procedure to minimize the steering wheel oscillations on impacts, however, there may be some remaining minor oscillation which would be considered normal.

SERVICE PROCEDURE

Perform the following:

- Vehicle Inspection
- Evaluation Of Vehicle Prior To Repair
- Steering Gear Mesh Load Adjustment
- Front Alignment and Reduce Front Caster
- Replacement Of Redundant Control Steering Wheel (if equipped and vehicle built prior to 10/8/2004)

VEHICLE INSPECTION

1. Set tire pressures as indicated on the vehicle label (located on driver's door label).

NOTE
SETTING TIRE PRESSURE TO DOOR SPECIFICATION IS ONE OF THE SINGLE MOST IMPORTANT MEASURES IN RESOLVING THIS ISSUE. LOWERING TIRE PRESSURE WILL MAKE THIS ISSUE WORSE.

2. Wipe down and inspect the steering damper. Turn the steering wheel from lock to lock several times to cycle the steering damper and inspect for leaks.
   a. If leaks are present, install a new steering damper and continue with this TSB.
   b. If no leaks are present, continue with this TSB.
3. Check torques on the following steering and suspension fasteners and adjust to specification as required (see Table below).

Torque Specification		
Description	Lb-ft	Nm
Damper nuts (4x2)	59	80
Damper-to-bracket (F-250, F-350 4x4)	26	35
Damper-to-drag link	67	91
Drag link-to-pitman arm nut	148	201
Inner tie-rod end nuts	85	115
Outer tie-rod end nuts	85	115
Track bar bracket-to-frame nuts and bolts	129	175
Track bar-to-track bar bracket bolt	406	550
Track bar-to-axle nut	185	250
Radius arm to axle bolts	222	300
Radius arm to bracket nut	222	300

NOTE
ADJUSTING TORQUE ON STEERING AND SUSPENSION FASTENERS IS VERY IMPORTANT IN RESOLVING THIS ISSUE. FASTENERS THAT ARE IMPROPERLY TORQUED WILL MAKE THIS ISSUE WORSE.

EVALUATION OF VEHICLE PRIOR TO REPAIR

1. Ask customer what type of road surface and speed generates the steering wheel oscillation.
2. Road test vehicle on similar road surface and speed, to gain a feel for the severity of wheel oscillation.
3. During the road test, evaluate and note the steering wheel return-ability.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article.The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates.The most recent information is available through Ford Motor Company's on-line technical resources.

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C

Shalev Amar, Esq.
samar@pryorandamar.com
(480) 947-7755
(866) 663-3497 fax

Pryor & Amar LLC
ATTORNEYS AT LAW

7411 E. 6th Ave., Suite 206
Scottsdale, AZ 85251

June 15, 2006

Sent Via US Mail to:
Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
Dearborn, MI 48121

RE: [redacted] v. Ford Motor Company

Vehicle: 2006 F-250 Pickup VIN # 1FTSW21P86E[redacted]

Our File Number: [redacted]

Dear Sir/Madam:

Please be advised that Pryor & Amar, LLC has been hired to represent Terry Wiesner for claims he has against Ford Motor Company pursuant to the Arizona Lemon Law. [redacted] Lemon Law claims pertain to his 2006 F250 Pickup VIN # 1FTSW21P86E[redacted] ("F-250"). Please direct all future contacts and correspondence to Pryor & Amar, LLC as listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO PRYOR & AMAR, LLC. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF AND ANY OTHER ACTION ALLOWED UNDER THE LAW WILL BE SOUGHT AGAINST YOU.

There were numerous non-conformities with our client's vehicle for which relief is sought, and attempts to repair the vehicle have been unsuccessful. A review of the repair records (records that Ford Motor Company has at is disposal via its authorized repair agents) indicates that the vehicle has had multiple issues that manifested from the date of acquisition. The F-250 has been to Bradley Ford Lincoln Mercury ("Bradley") for repeated unsuccessful repairs for *inter alia* a dangerous steering wheel shimmying/shifting condition (the steering wheel shimmies and shifts when the truck drives over even small bumps) and a vibration issue. The repair records indicate that the Truck was out of service at least fifty-five (55) days by reason of defect repair. The total number of days is nearly *double* what the Arizona Lemon Law states is a

reasonable opportunity (30 days) for Ford Motor Company to cure the F-250. Further, Bradley put over 4,160 miles on the F-250 while attempting repairs. These miles neither count towards the Lemon Law statute of limitations nor towards a usage fee offset.[1]

The steering wheel shimmy is apparently a manufacturing defect that is common among F-250's (as evidenced by a Technical Service Bulletin for the exact defect for the same make, model and year F-250). In fact, undersigned's law firm has other F-250 cases with precisely the same defect issue. Regardless, discovery will verify the accuracy of Plaintiff's claims.

The steering wheel shimmying/shifting defect clearly constitutes a substantial impairment in the use, value and safety of the subject vehicle. Further, the repeated untimely repairs are not consistent with the Ford name and expectation of quality. Accordingly, after giving your authorized dealerships more than a reasonable opportunity to resolve these issues our client has turned to Pryor & Amar, LLC for help. Because of the inordinate amount of unsuccessful repairs within the statutory warranty period, our client has lost confidence in the F-250 and would like Ford to refund his money or replace the vehicle pursuant to the Arizona Lemon Law with a usage fee not to exceed 10 cents a mile.

This letter constitutes a direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to A.R.S. §44-1261 *et seq.* To avoid any litigation, our client requests a refund for the defective Truck, plus payment of his attorneys' fees pursuant to the fee-shifting provisions of the Arizona Lemon Law. These attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Much time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably (and our client does wish to resolve it amicably), please feel free to contact our office within fourteen (14) days. If this matter has not been resolved within that time, we will be forced file a formal claim. It is our desire to work out these issues with Ford Motor Company without litigation and in a manner that is best for all parties involved. Thank you for your attention to this matter.

Sincerely,



Shalev Amar, Esq.

[1] Please respond in writing within the time prescribed herein if you disagree with any of the facts as stated.

P.S. We are having our client sign below to confirm that he has read the foregoing letter and that to the best of his knowledge he affirms everything within this letter is accurate and true.

[redacted]

Cc: [redacted]

Server Name : AWS QA

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21P86E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	308056610588
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
EN200 0308056610588
```

Trace Trans Serial No:

```
A4522 050805A1Q60805956C3P-7000-KA
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	09-AUG-2005

SALE INFORMATION:

Region: NA - ########## **Selling Dealer:** 171465 - *
Country: USA - ########## **Selling Dlr St/Prov:** AZ
Buyer St/Prov: *

Arrival Date:	24-AUG-2005	**Red Carpet Lease:**	*		
Sale Date:	26-AUG-2005	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	26-AUG-2005	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	26-AUG-2005	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/C - ATC AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	52	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5B	**Paint:**	PNYW5 - OXFORD WHITE WB C/C-W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	6F710D0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151V3W - Contitrac TR 125/122S
Driveshaft Code:	D	**Tire Size:**	D3HBM -
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5151V3W2805	**RF:**	P5151V3W2605
LR:	P5151V3W2805	**RR:**	P5151V3W2805
LI:	*	**RI:**	*
SPARE:	P5151V3B2905	**DOT Plant Manufacturer:**	P5 -

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAE - DGAAE
ESP Coverage(Miles):	*	**Emission Cert Type:**	5
ESP Coverage(Time):	*	**Emission Decal Suffix:**	NJL
ESP Plan Year:	*	**Engine Family:**	6FMXA060AED
ESP Signature Date:			

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

6

AWS Online Report

Run Date: 03-AUG-2006
Note: All Costs are in US Dollars Server Name: AWS QA

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	09-08-05	26-08-05	171465	USA	0	*	6X04	5C3Z	17683	EAA	S07	V13	M05	42

AWS Claim Key: 54986 **Doc #:** 262123A **Trx Code:** 1 **Labor Hrs:** .5 **Labor Cost:** 34.64 **Material Cost:** 259.94 **Total Cost:** 0

Dlr Cd-Sub Cd: 20346-* **Name:** BRADLEY FORD LINCOLN-MERCURY **Ph:** 928-8551191 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**25-AUG-2005 **DIST(Mile):**7

Cust Comments: DURING PDI NOTICED LEFT EXTERIOR POWER MIRROR INOP T90

Tech Comments: FOUND LEFT MIRROR INOP DURING PDI. REPLACED LEF T MIRROR.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	09-08-05	26-08-05	171465	USA	0	*	5O01	5C3Z	3504	AA	S10	V89	C50	33

AWS Claim Key: 54987 **Doc #:** 262123B **Trx Code:** 1 **Labor Hrs:** 1.5 **Labor Cost:** 103.91 **Material Cost:** 695.96 **Total Cost:** 799.87

Dlr Cd-Sub Cd: 20346-* **Name:** BRADLEY FORD LINCOLN-MERCURY **Ph:** 928-8551191 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**25-AUG-2005 **DIST(Mile):**7

Cust Comments: CUST STATES BUMP IN STEERING VERY LOOSE

Tech Comments: ROAD TESTED VERIFIED,STEERING HAS SHIFTED WHILE GOING OVER BUMPS. ATTEMPTED ADJUSTMENT,STILL G EAR HAS TOO MUCH PLAY. REPLACED P S GEAR. RETES DROVE ALL OK AT THIS TIME.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	09-08-05	26-08-05	171465	USA	4	*	5K06	*	TWC01	*	S10	V88	TB3	13

AWS Claim Key: 286636 **Doc #:** 267497A **Trx Code:** 1 **Labor Hrs:** 2.9 **Labor Cost:** 200.89 **Material Cost:** 617.96 **Total Cost:** 818.85

Dlr Cd-Sub Cd: 20346-* **Name:** BRADLEY FORD LINCOLN-MERCURY **Ph:** 928-8551191 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-DEC-2005 **DIST(Mile):**9291

Cust Comments: CHECK FOR VIBRATION AT 45 PLUS MPH. SEE ADVISOR 1ST

Tech Comments: ROAD TESTED VEHICLE,VERIFIED VIBRATION AT 45 PL US MPH. CHECKED RIM RUNOUT ON ALL 4 TIRES. CHEC KED ROAD FORCE BALANCE ON ALL 4 TIRES. REINDEXE D LF,RF AND LR TIRE TO COME WITHIN LIMITS. FOUN D LF,RF AND LR TIRE OUT OF ROUND. NEED TO REPLA CE THEN RETEST DRIVE. REPLACED LR,LR AND RF TIR E DUE TO BEING OUT OF ROUND. REROAD TESTED.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	09-08-05	26-08-05	171465	USA	4	*	5O01	*	3504	*	S10	V89	C50	07

AWS Claim Key: 281947 **Doc #:** 267497B **Trx Code:** 1 **Labor Hrs:** 1.4 **Labor Cost:** 96.98 **Material Cost:** 0 **Total Cost:** 96.98

Dlr Cd-Sub Cd: 20346-* **Name:** BRADLEY FORD LINCOLN-MERCURY **Ph:** 928-8551191 **St:** AZ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-DEC-2005 **DIST(Mile):**9291

Cust Comments: CHECK FOR BAD BUMP STEER.

Tech Comments: ADJUST STEERING GEAR IN CHASSIS AND TEST DRIVE NOTE NEEDED TO ADJUST ONE MORE TIME AND ROAD TE ST ALL OK AT THIS TIME.

Any comments? You can contact



webmaster

PAGE 1

[redacted]
LAKE HAVASU CITY, AZ [redacted]

BRADLEY
FORD · LINCOLN · MERCURY
1690 INDUSTRIAL BOULEVARD
LAKE HAVASU CITY, ARIZONA 86403-3639
TELEPHONE: (928) 855-1191
FAX (928) 855-3212
www.bradleyford.com

SERVICE ADVISOR DIANE ANDRADE

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
25AUG05	27SEP05	[redacted]	1FTSW21P86E[redacted]	[redacted]	[redacted]		27SEP05	[redacted]
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
		06	FORD F250 PICKUP	[redacted]		26AUG05	6368	9382
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
7	2435							

LINE	TYPE	HOURS	QTY/UNIT	AMOUNT	TOTAL	COST	SALE	CODE
A DURING PDI NOTICED LEFT EXTERIOR POWER MIRROR INOP T90								
CAUSE: FOUND LEFT MIRROR INOP DURING PDI. REPLACED LEF T MIRROR.								
17682C MIRROR-REAR VIEW OUTSIDE-SAIL MOUNT ELECTRIC - REPLACE (17682) - L								
564 WF4 0.50								
1 5C3Z*17683*EAA MIRROR ASY - REAR VIEW OUTER					(N/C)	850	3464	
1 5C3Z*17D743*BAA COVER - MIRROR HOUSING					(N/C)	13433	18806	0
FC: M05 42					(N/C)	5134	7188	0
PART#: 5C3Z*17683*EAA								
COUNT:								
CLAIM TYPE:								
AUTH CODE:								
0564						18567	25994	TPARTS
FOUND LEFT MIRROR INOP DURING PDI. REPLACED LEF T MIRROR.						850	3464	TLABOR
B** CUST STATES BUMP IN STEERING VERY LOOSE								
CAUSE: ROAD TESTED VERIFIED, STEERING HAS SHIFTED WHILE GOING OVER BUMPS. ATTEMPTED ADJUSTMENT, STILL G EAR HAS TOO MUCH PLAY. REPLACED P-S GEAR. R								

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE/ADJUSTMENT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

T-dcy

DISCLAIMER OF WARRANTIES

All expressed warranties, if any, by a Manufacturer or supplier other than the Dealer are theirs, not Dealer's, unless otherwise provided in writing on the face of this order or in separate writing furnished to Customer by Dealer.

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and receipt of vehicle.

X_____
CUSTOMER SIGNATURE

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

(SIGNED) ADMINISTRATIVE COPY OR AUTHORIZED PERSON DATE

[redacted]

LAKE HAVASU CITY, AZ [redacted]

SERVICE ADVISOR DIANE ANDRADE

BRADLEY
FORD · LINCOLN · MERCURY
1690 INDUSTRIAL BOULEVARD
LAKE HAVASU CITY, ARIZONA 86403-3639
TELEPHONE: (928) 855-1191
FAX (928) 855-3212
www.bradleyford.com

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
25AUG05	27SEP05	[redacted]	1FTSW21P86[redacted]	5278	[redacted]		27SEP05	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
		06	FORD F250 PICKUP	[redacted]		26AUG05	6368	9382

MILEAGE IN	MILEAGE OUT	LICENSE NO.
7	2435	

TECH.	TYPE	HOURS	DISTRICT	METHOD	TOTAL	CREDIT	SALE	CODE
MT3504 REPLACE STEERING GEAR ASSY								
8730	WF4	1.50			(N/C)	2250	10391	
1 5C3Z*3504*AA GEAR ASY - STEERING					(N/C)	49317	69044	0
2 XT*2*QDX FLUID - TRANSMISSION					(N/C)	324	454	0
1 *388898*S SEAL					(N/C)	70	98	0
FC: C50 33						49711	69596	TPARTS
PART#: 5C3Z*3504*AA						2250	10391	TLABOR
COUNT:								
CLAIM TYPE:								
AUTH CODE:								
8730								

ROAD TESTED VERIFIED, STEERING HAS SHIFTED WHILE GOING OVER BUMPS. ATTEMPTED ADJUSTMENT, STILL G EAR HAS TOO MUCH PLAY. REPLACED P/S GEAR. RETES DROVE ALL OK AT THIS TIME.

57200	13855	3100
54600	95590	68278
11400	109445	*******

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

71378	109445	0

DISCLAIMER OF WARRANTIES

All expressed warranties, if any, by a Manufacturer or supplier other than the Dealer are theirs, not Dealer's, unless otherwise provided in writing on the face of this order or in separate writing furnished to Customer by Dealer.

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and receipt of vehicle.

X_____
CUSTOMER SIGNATURE

****

IF YOU ARE NOT COMPLETELY SATISFIED PLEASE LET US KNOW!. YOUR PATRONAGE IS OUR MOST IMPORTANT ASSET! THANK YOU FROM ALL OF US!

TIM RICHEY
SERVICE MANAGER

****

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

(SIGNED) ADMINISTRATIVE COPY OR AUTHORIZED PERSON DATE

3504
9-22-05

17683 9-20-05
17043 9-21-05

DIAGNOSTIC TROUBLE CODES

STRAIGHT TIME (hours)	FLAT RATE	R/O NO. [redacted]	TIME	OFF
1.5		OPER. NO. JA EMP NO. 8230		9:22 ON

STRAIGHT TIME (hours)	FLAT RATE	R/O NO. [redacted]	TIME	OFF
.5		OPER NO. DA EMP. NO. 564		ON

TECHNICIAN'S COMMENTS
INCLUDE DESCRIPTION OF CAUSE

OPER TIME | SUBLET CODE | PARTS REQUIRED | EMP NO. | CORRECTION CODE | LABOR RECORD TIME CLOCK

A) FOUND LEFT MIRROR IN-OP DURING PDI. REPLACE LEFT MIRROR

17682C 5

1 DAY

B) 8230 - Road tested verified, steering has shifted while going over bumps. Attempted adjustment, still gear has too much play. Replaced P/S gear. Retest drove all ok at this time.

ON 22 8
OFF
ON
OFF
ON
OFF
ON
OFF
ON
OFF
ON
OFF
ON
OFF
ON
OFF
ON
OFF

[redacted]

LAKE HAVASU CITY, AZ [redacted]

SERVICE ADVISOR BRIAN J ALLEN

BRADLEY
FORD · LINCOLN · MERCURY
1690 INDUSTRIAL BOULEVARD
LAKE HAVASU CITY, ARIZONA 86403-3639
TELEPHONE: (928) 855-1191
FAX (928) 855-3212
www.bradleyford.com

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
13JUL06	13JUL06	[redacted]	1FTSW21P86E[redacted]	5278	[redacted]		13JUL06	[redacted]

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	D/A
		06	FORD F250 PICKUP	[redacted]		26AUG05	6368	9288

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27523	27523	[redacted]

LINE	TECH.	TYPE	HOURS	LIST AMT	NET AMT	TOTAL	COST	SALE	COMP.
A	ONE TIME IN 4WD HIGH GOING STRAIGHT UP A SMALL HILL THERE WAS A POP CLUNK NOISE HEARD FROM MIDDLE OF THE VEH.4WD WORKED OK.K02								
	NOPF NO PROBLEM FOUND AT THIS TIME								
	9999	CP	0.00	0.00	0.00	0.00	0	0	
B	VIBRATION AROUND 55MPH ONLY GOES AWAY AFTER THAT FROM ENTIRE VEH.WHEN HITING A BUMP IN THE ROAD AROUND THAT SPEED THE VEH WILL WONDER AND DART TO THE SIDE AND ANY ROUGH ROADS OR BUMPS.N25								
	NOPF NO PROBLEM FOUND AT THIS TIME								
	4967	CP	0.00	0.00	0.00	0.00	0	0	
C	JOHN P. TO TEST DRIVE AND VERIFY CONCERNS 1ST..								
	NOTE INFORMATIONAL NOTE								
	9999	CP	0.00	0.00	0.00	0.00	0	0	
							0	0	0

JUL 14 2006

** PRE-INVOICE **

57000 0 0

10100 0 *******

ONE DAY OUT IN SHOP

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

DISCLAIMER OF WARRANTIES

All expresses warranties, if any, by a Manufacturer or supplier other than the Dealer are theirs, not Dealer's, unless otherwise provided in writing on the face of this order or in separate writing furnished to Customer by Dealer.

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and receipt of vehicle.

X _____
CUSTOMER SIGNATURE

****

IF YOU ARE NOT COMPLETELY SATISFIED PLEASE LET US KNOW!. YOUR PATRONAGE IS OUR MOST IMPORTANT ASSET! THANK YOU FROM ALL OF US!

TIM RICHEY
SERVICE MANAGER

****

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

(SIGNED) ADMINISTRATIVE COPY DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE



MFG.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MIDLAND

[redacted]

Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware Corporation
and MIDLAND FORD LINCOLN MERCURY, INC.,
a Michigan Corporation, Jointly and Severally,

Defendants.

_____/

CONSUMER LEGAL SERVICES, P.C.
MARK ROMANO P-44014
STEVEN S. TOTH P-44487
STEVEN G. STANCROFF P-43939
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

_____/

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Pinconning, Bay County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Midland Ford Lincoln Mercury, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Midland, Midland County, Michigan.

4. On or about May 27, 2005, Plaintiff purchased a 2005 Ford F-350, VIN: 1FTWW31P35[redacted] (hereinafter referred to as "2005 F-350"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2005 F-350 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2005 F-350 to the Manufacturer's authorized agents/dealers, including Seller, on at least six (7) separate occasions and the vehicle has been out of service due to repairs for at least sixty-one (61) days (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2005 F-350 include the following:

Date	Days	Mileage	Invoice#	Complaint
09/26/05	2	7,904	[redacted]	**ENGINE DEFECT**: Burning smell from under the hood and in the cab; **FRONT END DEFECT**: steering wheel shakes; speed control not working properly
12/05/05	39	14,680		Gas door bumper missing; **ENGINE DEFECT**: oil leak at rear of engine; blows blue smoke when starting truck in morning and runs rough
02/28/06	4	17,920		**ENGINE DEFECT**: Engine leaking oil
03/06/06	1	17,964		**ENGINE DEFECT**: Leaking coolant from upper hose; fluttering noise when letting off gas at about 40 mph
03/08/06	6	18,161		**FRONT END DEFECT**: Steering wheel is off; **ENGINE DEFECT**: engine has a miss and the fluttering noise on accel and decel was not there before repairs
03/22/06	2	18,818		**ENGINE DEFECT**: Makes flapping noise when engine is cold on deceleration acceleration to 40 mph and then back off throttle
05/18/06	7	19,017		**ENGINE DEFECT**: Oil leak running down starter; vehicle will not go in four wheel drive; loud flapping noise coming from engine upon deceleration; vehicle running rich; vehicle has coolant leak

Total Days Out of Service: 61

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

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

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCLA 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCLA 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCLA 257.1401(b).

12. The 2005 F-350 is a "motor vehicle" under the Lemon Law, MCLA 257.1401(d).

13. The 2005 F-350 is a "new motor vehicle" under the Lemon Law, MCLA 257.1401(e).

14. The express warranty given by Manufacturer, covering the 2005 F-350 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(c).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(f).

16. Plaintiff's 2005 F-350 has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers; and/or

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

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

18. Manufacturer's attempted repair was unsuccessful as the 2005 F-350 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2005 F-350 to the Plaintiff and/or prevent the 2005 F-350 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2005 F-350 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the full purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle not exceeding 10 cents per mile driven at the time of the initial report of the defect or condition or 10 percent of the purchase price, whichever is less. In addition, pursuant to MCLA 257.1403(2), the Manufacturer must pay off the balance on the retail installment contract.

C. Pursuant to MCLA 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. For prejudgment interest.

E. For such other and further relief as may be justified in this action.

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

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though fully restated and realleged.

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

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

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

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

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

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2005 F-350 to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

24. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS ($25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

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

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

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

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

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

(a) The Manufacturer and Seller represented to Plaintiff the 2005 F-350 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2005 F-350 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2005 F-350, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2005 F-350.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2005 F-350 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2005 F-350 to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2005 F-350 to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2005 F-350 to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

29. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

30. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 30 as though herein fully restated and realleged.

31. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

32. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

33. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

34. The 2005 F-350 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

35. The 2005 F-350 was manufactured, sold and purchased after July 4, 1975.

36. The express warranty given by the Manufacturer pertaining to the 2005 F-350 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

37. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

38. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT V
REVOCATION OF ACCEPTANCE

39. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 38 as though herein fully restated and realleged.

40. Plaintiff accepted the 2005 F-350 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

41. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

42. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

43. The nonconformities substantially impaired the value of the 2005 F-350 to the Plaintiff.

44. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2005 F-350 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

45. Manufacturer and Seller have nevertheless refused to accept return of the 2005 F-350 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

46. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 45 as though herein fully stated and realleged.

47. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 F-350;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

Midland Ford Lincoln-Mercury, Inc.
1303 E. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

STATE REG. NO. F-131982

CUSTOMER NO.	ADVISOR	CARD NO.	INVOICE DATE	INVOICE NO.
[redacted]	MIKE NUWAR 30012	[redacted]	09/27/05	[redacted]
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE IN: 7904		COLOR: RED/MED FL	STOCK NO.
	YEAR / MAKE / MODEL: 05/FORD TRUCK/S-DTY F-350 SRW/CREW		DELIVERY DATE: 05/27/05	DELIVERY MILES: 156
	VEHICLE ID.: 1[redacted]W[redacted]3[redacted]0[redacted]4		SELLING DEALER NO.	PRODUCTION DATE
FINKBEINER, MI [redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE: 09/26/05	
RESIDENCE PHONE: [redacted]	BUSINESS PHONE	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY: X	MILEAGE OUT: MUT 7904

LABOR & PARTS----------

J# 1 31F02 DIESEL ENGINE TECH(S):30006 — WARRANTY

SMELL A BURNING SMELL FROM UNDER THE HOOD AND IN THE CAB
SMELLS LIKE RUBBER BURNING.
ONLY ON LONG DRIVES.
TEST DROVE 3 DIFFERANT TIMES NO SMELL PRESENT
AND NO LEAKAGE FOUND

PARTS	QTY	PP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
					JOB # 1 TOTAL PARTS	0.00
					JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 21F0Z99P MULTI POINT INSPECT TECH(S):30006 — 0.00

PERFORM MULTI-POINT INSPECTION
MAINTENANCE
PERFORMED MULTI-POINT INSPECTION
SEE SERVICE ADVISOR FOR INSPECTION DETAILS

PARTS	QTY	PP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
					JOB # 2 TOTAL PARTS	0.00
					JOB # 2 TOTAL LABOR & PARTS	0.00

J# 3 99F0Z3P 6.0 LITRE DIESEL LUF TECH(S):30006 — 15.00

PERFORM LUBE,OIL,FILTER SERVICE 6.0 LITRE DIESEL
MAINTENANCE
PERFORMED LUBE,OIL,FILTER SERVICE 6.0 LITRE DIESEL

PARTS	QTY	PP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 3	1	PK2016	6.0 OIL CHANGE	****	****	****
JOB # 3	15	XO-15W40-DSD	OIL - ENGINE	1.92	1.92	28.80
JOB # 3	1	FL-2016	KIT - ELEMENT	29.05	29.05	29.05
					JOB # 3 TOTAL PARTS	57.85
					JOB # 3 TOTAL LABOR & PARTS	72.85

J# 4 03F0Z01 STEERING/FT. SUSP. TECH(S):30055 — WARRANTY

STEERING WHEEL SHAKES OVER RAIL ROAD TRACKS
TEST DRIVE OVER 5 SETS OF TRANE TRACKS NORMAL CONDITION
CK FT END NO PROB FOUND.

PARTS	QTY	PP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
					JOB # 4 TOTAL PARTS	0.00
					JOB # 4 TOTAL LABOR & PARTS	0.00

J# 5 13F0ZA25 SPEED CONTROL TECH(S):30043 — WARRANTY

WHEN SPEED SET AND BUTTON PUSHED TO SPEED UP CAR
CUSTOMER STATES IT GOES 4 MPH HIGHER
ROAD TESTED 4 MILES COULD NOT VERIFY ANYTHING
WITH SPEED CONTROL.

PARTS	QTY	PP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
					ADVANCE TOTAL PARTS	0.00
					JOB # 5 TOTAL LABOR & PARTS	0.00

PAID

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 3	HAZ	HAZARDOUS WASTE DISPOSAL		1.00

SEP 29 2005

MIDLAND FORD
LINCOLN-MERCURY, INC.
EVERYTHING WE DO IS DRIVEN BY YOU

EXHIBIT B

FORM SHA-2/INV (3/94)

CONTINUED ON NEXT PAGE

03:20pm

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

STATE REG. NO. F-131982

CUSTOMER NO.	ADVISOR	CARD NO.	INVOICE DATE	INVOICE NO.
[redacted]	MIKE NUMAN 30077	[redacted]	09/27/05	[redacted]
	LABOR RATE / LICENSE NO.	MILEAGE IN	COLOR	STOCK NO.
		7904	RED/MED FLI	
	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	05/FORD TRUCK/S-DUTY F-350 SRW/CREW C		05/27/05	156
	VEHICLE ID [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE	
			09/26/05	
[redacted]	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY		MILEAGE OUT
RESIDENCE PHONE [redacted]	BUSINESS PHONE	X		MUE 7904

TOTAL - MISC 1.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $80.00 (+TAX)
COMMENTS----------
LOANER

TOTALS----------

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR COMPANY REGARDING THIS SERVICE VISIT. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED",PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY! YOUR BEING COMPLETELY SATISFIED IS OUR #1 GOAL!!!!

THANK YOU.
KEN JENKINS
PARTS & SERVICE DIRECTOR

TOTAL LABOR....	15.00
TOTAL PARTS....	57.85
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	1.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	3.54
TOTAL INVOICE $	77.39

_____
CUSTOMER SIGNATURE

Blue Oval Certified

LINCOLN

ADVANTAGE

EVERYTHING WE DO IS DRIVEN BY YOU

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
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SERVICE HOURS:
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TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

STATE REG. NO. [redacted]

CUSTOMER NO.	ADVISOR	CARD NO.	INVOICE DATE	INVOICE
[redacted]	BRETT SIMMONS 3012	[redacted]	01/13/06	[redacted]

LABOR RATE	LICENSE NO.	MILEAGE IN	COLOR	STOCK NO.
		14680	RED/MED FLI	

YEAR /MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
05/FORD TRUCK/S-DTY F-350 SRW/CREW C	05/27/05	1

VEHICLE ID NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T W W 3 1 P 3 5 E [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		12/05/05

[redacted] PINCONNING, MI [redacted]

BUSINESS PHONE	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
[redacted]		X	MO: 1468

LABOR & PARTS----------

J# 1 14FOZ01 EXT. BODY MISC. TECH(S):30010 WARRAN

GAS DOOR BUMPER MISSING
INSTALL PARTS HAS
BUMPER. 39.
INSTALLED FUEL DOOR BUMPERS.

PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-	
JOB # 1 2 -N811123-S BUMPER	WARRAN
JOB # 1 TOTAL PARTS	0.(
JOB # 1 TOTAL LABOR & PARTS	0.(

J# 2+06FOZ02 DIAG.OIL LEAKS TECH(S):30131 WARRAN

OIL LEAK AT REAR OF ENGINE
CLEANED ENGINE AND ADDE DYE TO OIL SYSTEM, TEST DROVE VEHICL
E, NO LEAKS FOUND AT THIS TIME

PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-	
JOB # 2 1 OIL-DYE	WARRAN
JOB # 2 TOTAL PARTS	0.(
JOB # 2 TOTAL LABOR & PARTS	0.(

J# 3+31FOZ02 MISC. DIESEL TECH(S):30131 WARRAN

BLOWS BLUE SMOKE WHEN STARTING TRUCK IN MORNING AND RUNS
ROUGH
COULD NOT DUPLICATE, PROBLEM MAY BE SOLVED BY PCM RECLAIBRAT
ION IN LINE 5

PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-	
JOB # 3 TOTAL PARTS	0.(
JOB # 3 TOTAL LABOR & PARTS	0.(

J# 4+31FOZMTN DIESEL MAINTENANCE TECH(S):30131 WARRAN

RECALL 05B32
INSTALLED LABEL AND ADJUSTED FLUID LEVEL AS PER 05B32

PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-	
JOB # 4 TOTAL PARTS	0.(
JOB # 4 TOTAL LABOR & PARTS	0.(

J# 5+31FOZRPR DIESEL REPAIR TECH(S):30131 WARRAN

RECALL 05B35
RECALIBRATED MODULES AS PER 05B35

PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-	
JOB # 5 TOTAL PARTS	0.(
JOB # 5 TOTAL LABOR & PARTS	0.(

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS----------
CUSTOMER RETURNED 1100 MILES LATER, RECHECKED FOR LEAKS, NO LEAKS F
OUND AT THIS TIME

FORM ERA-2-INV (3/94)

EVERYTHING WE DO IS DRIVEN BY YOU

PAGE 1 OF 2 CONTINUED ON NEXT PAGE

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-177[illegible]
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

STATE REG. NO. [redacted]

CUSTOMER NO. [redacted]	ADVISOR BRETT SIMMONS 3012	CARD NO. [redacted]	INVOICE DATE 01/13/06	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE IN 14680	COLOR RED/MED FLI
	YEAR / MAKE / MODEL 05/FORD TRUCK/S-DTY F-350 SRW/CREW C		DELIVERY DATE 05/27/05	STOCK NO.
	VEHICLE ID NO. 1F[redacted]		SELLING DEALER NO.	DELIVERY MILES 15[illegible]
FINCONNING, MI [redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 12/05/05	PRODUCTION DATE
R [redacted]	BUSINESS PHONE	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY X	MILEAGE OUT MO: 1468[illegible]

TECHNICIAN CERTIFICATION----------

30010 WAYNE STEVEN BRABAW M180707

TOTALS----------

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR COMPANY REGARDING THIS SERVICE VISIT. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED",PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELTY! YOUR BEING COMPLETELY SATISFIED IS OUR #1 GOAL!!!!

THANK YOU.
KEN JENKINS
PARTS & SERVICE DIRECTOR

TOTAL LABOR....	0.0[illegible]
TOTAL PARTS....	0.0[illegible]
TOTAL SUBLET...	0.0[illegible]
TOTAL G.O.G....	0.0[illegible]
TOTAL MISC CHG.	0.0[illegible]
TOTAL MISC DISC	0.0[illegible]
TOTAL TAX.....	0.0[illegible]
TOTAL INVOICE $	0.0[illegible]

CUSTOMER SIGNATURE

Blue Oval Certified

They Have Truck 4 Days

EVERYTHING WE DO IS DRIVEN BY YOU

END OF INVOICE

02:52PM

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

CUSTOMER NO. [redacted]	ADVISOR BRETT SIMMONS	CARD NO. [redacted]	INVOICE DATE 03/03/06	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE IN 17920	COLOR RED/MED FL
	YEAR / MAKE / MODEL 05/FORD TRUCK/S-DTY F-350 SRW/CREW		DELIVERY DATE C 05/27/05	STOCK NO.
	VEHICLE ID. NO. 1FTWW31P35E[redacted]		SELLING DEALER NO.	DELIVERY MILES 156
PINCONNING, MI [redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 02/28/06	PRODUCTION DATE
RESIDENCE PHONE [redacted]	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 17920

STATE REG. NO. [redacted]

LABOR & PARTS----------

J# 1 06FDZ ENGINE — TECH(S):30131 — WARRANTY

ENGINE LEAKING OIL
USED BLACK LIGHT TO FIND LEAK FROM RH CYLINDER HEAD GASKET,
REPLACED RH HEAD GASKET, TEST DROVE AND RAN SELF TESTS, OK
AT THIS TIME, HAD TO LOOSEN TOPPER AND REPOSITION SO CAB COU
LD BE LIFTED OFF CHASSIS

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	4C3Z-6051-EA	GASKET - CYLIN			WARRANTY
JOB # 1	2	-W302209	O RING			WARRANTY
JOB # 1	2	-W301390	O RING			WARRANTY
JOB # 1	2	-W301386	O RING			WARRANTY
JOB # 1	4	3C3Z-9229-AA	KIT - O RING			WARRANTY
JOB # 1	1	PK2016-10	DIESEL 10W30			WARRANTY
JOB # 1	15	XO-10W30-DSD	OIL - ENGINE			WARRANTY
JOB # 1	1	FL-2016	KIT - ELEMENT			WARRANTY
JOB # 1	3	VC-7-A	ANTI-FREEZE			WARRANTY
JOB # 1	2	XT-2-QDX	FLUID - TRANSM			WARRANTY
JOB # 1	2	VC-8	ADDITIVE - COO			WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TOTALS----------

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR COMPANY REGARDING THIS SERVICE VISIT. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED", PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELTY! YOUR BEING COMPLETELY SATISFIED IS OUR #1 GOAL!!!!

THANK YOU,
KEN JENKINS
PARTS & SERVICE DIRECTOR

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.D.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

Warranty Certified

CUSTOMER SIGNATURE

EVERYTHING WE DO IS DRIVEN BY YOU

END OF INVOICE

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

STATE REG. NO. F-131982

CUSTOMER NO. [redacted]	ADVISOR BRETT SIMMONS 30129	CARD NO. [redacted]	INVOICE DATE 03/06/06	INVOICE NO. [redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE IN 17964	COLOR RED/MED FL	STOCK NO.
	YEAR / MAKE / MODEL 05/FORD TRUCK/S-DTY F-350 SRW/CREW		DELIVERY DATE C 05/27/05	DELIVERY MILES 156	
	VEHICLE ID.NO. 1FTWW31P35E[redacted]		SELLING DEALER NO.	PRODUCTION DATE	
FINCONNING, MI [redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 03/06/06		
[redacted]	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY X _____		MILEAGE OUT MO: 17964	

LABOR & PARTS----------

J# 1 31F0Z01 MISC. DIESEL TECH(S):30131 WARRANTY

LEAKING COOLANT FROM UPPER HOSE.
REPLACED UPPER RADIATOR HOSE CLAMP, ADDED COOLANT

PARTS------QTY---FP-NUMBER----------	DESCRIPTION----------	LIST PRICE-	UNIT PRICE-	
JOB # 1 1	B7A-8287-B	CLAMP - HOSE		WARRANTY
JOB # 1 1	VC-7-A	ANTI-FREEZE		WARRANTY
			JOB # 1 TOTAL PARTS	0.00
			JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 31F0Z02 MISC. DIESEL TECH(S):30131 WARRANTY

HEARS A FLUTTERING NOISE WHEN LETTING OF GAS AT ABOUT 40 MPH
DROVE VEHICLE AND DUPLICATED NOISE THRU AIR BOX ON DECEL AFT
ER HEAVY ACCEL, SEARCHED OASIS AND FOUND SSM #18845 EXPLAINI
NG THIS AS ANORMAL CHARACTERISTIC OF THIS ENGINE, NO REPAIR
ATTEMPT SHOULD BE MADE

PARTS------QTY---FP-NUMBER----------	DESCRIPTION----------	LIST PRICE-	UNIT PRICE-	
[redacted]			JOB # 2 TOTAL PARTS	0.00
			JOB # 2 TOTAL LABOR & PARTS	0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS----------

DELETED OPERATION(S)----------
96F0Z TOWING

TOTALS----------

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM
FORD MOTOR COMPANY REGARDING THIS SERVICE VISIT.
IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY
SATISFIED",PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELTY!
YOUR BEING COMPLETELY SATISFIED IS OUR #1 GOAL!!!
THANK YOU.
KEN JENKINS
PARTS & SERVICE DIRECTOR

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE

EVERYTHING WE DO IS DRIVEN BY YOU

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE 09801-2

STATE REG. NO. F-131982

CUSTOMER NO.	ADVISOR	CARD NO.	INVOICE DATE	INVOICE NO.
[redacted]	BRETT SIMMONS 30130	[redacted]	03/13/06	[redacted]
	LABOR RATE / LICENSE NO. / MILEAGE IN: 18161		COLOR: RED/MED FL	
	YEAR / MAKE / MODEL: 05/FORD TRUCK/S-DTY F-350 SRW/CREW		DELIVERY DATE: C 05/27/05	DELIVERY MILES: 15
	VEHICLE ID. NO.: 1FTWW31P35E[redacted]		SELLING DEALER NO.	PRODUCTION DATE
PINCONNING, MI [redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE: 03/08/06	
[redacted]	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY: X		MILEAGE OUT: MO: 18161

LABOR & PARTS----------

J# 1 03F0Z01 STEERING/FRT. SUSP. TECH(S):30055 30131		25.00
STEERING WHEEL IS OFF SINCE REPAIRS		
STRAIGHTENED STEERING WHEEL WAS OFF TO THE LEFT??		
PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-		
JOB # 1 TOTAL PARTS		0.00
JOB # 1 TOTAL LABOR & PARTS		25.00
J# 2 31F0Z01 MISC. DIESEL TECH(S):30055 30131		WARRANTY
CUST STATES ENGINE HAS A MISS AND THE FLUTTERING NOISE ON ACCELL AND DECELL WAS NOT THERE BEFORE REPAIRS. WORSE COLD CARL VERIFIED COMPLETED PERFORMANCE DIAG GUIDE STEPS 1 - 8, AND 11, PERFOR MED PINPONT TEST AND REPLACED #5 INJECTOR, VEHICLE STILL HAD ROUGH IDLE AND JUST OFF OF IDLE, COMPLETED DIAG GUIDE STEPS 1 - 14 WITH NO PROBLEM FOUND, CONTACTED HOTLINE, MONITORED I CP PID, FOUND SPIKES IN ICP VOLTAGE, REPLACED LR CHECK VALVE AND TUBE ASSEMBLY WHICH COULD ONLY BE ORDERED WITH FUEL INJE CTOR MANIFOLD ASSEMBLY, RH CHECK WAS REPLACED WITH CYLINDER HEAD GASKET ALREADY AND THE TWO MAY NOT HAVE BEEN THE SAME, TEST DROVE VEHICLE, OK AT THIS TIME		
PARTS------QTY---FP-NUMBER----------DESCRIPTION---------LIST PRICE-UNIT PRICE-		
JOB # 2 1 4C3Z-9E527-AA NOZZLE ASY		WARRANTY
JOB # 2 -1 4C3Z-9E527-AA CORE RETURN		WARRANTY
JOB # 2 1 5C3Z-9T287-A MANIFOLD ASY -		WARRANTY
JOB # 2 TOTAL PARTS		0.00
JOB # 2 TOTAL LABOR & PARTS		0.00
MISC------CODE--------DESCRIPTION----------CONTROL NO---------		
JOB # 1 SP SERVICE POLICY		-25.00
TOTAL - MISC		-25.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
TOTALS----------

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR COMPANY REGARDING THIS SERVICE VISIT. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED",PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELTY! YOUR BEING COMPLETELY SATISFIED IS OUR #1 GOAL!!!!

THANK YOU.
KEN JENKINS
PARTS & SERVICE DIRECTOR

TOTAL LABOR....	25.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	-25.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE

FORM ERA-2-INV (3/94)

EVERYTHING WE DO IS DRIVEN BY YOU

Midland Ford Lincoln-Mercury, Inc.

1303 S. SAGINAW ROAD, P.O. BOX 1704, MIDLAND, MI 48641-1704
PHONE (989) 631-0040 FAX NO. (989) 631-1773
TOLL FREE: (800) 660-5870

SERVICE HOURS:
MON. & THUR. 7:30 A.M. - 8:00 P.M.
TUES., WED., FRI. 7:30 A.M. - 6:00 P.M.

P & A CODE [redacted]

STATE REG. NO. [redacted]

CUSTOMER NO. [redacted]	ADVISOR: BRETT SIMMONS 3012	CARD NO. [redacted]	INVOICE DATE: 03/23/06	INVOICE [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE IN: 18818	COLOR: RED/MED FLT
	YEAR / MAKE / MODEL: 05/FORD TRUCK/S-DTY F-350 SRW/CREW		DELIVERY DATE: C 05/27/05	DELIVERY MILES: 156
PINCONNING, MI [redacted]	VEHICLE ID NO.: 1FTWW31P35E[redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P[redacted]	R.O. DATE: 03/22/06	
	COMMENT	REPAIRS PROPERLY COMPLETED & CHECKED BY: X		MILEAGE OUT: MO: 18818

LABOR & PARTS----------

J# 1 31F0Z01 MISC. DIESEL TECH(S):30131 WARRANTY

MAKES FLAPPING NOISE WHEN ENGINE IS COLD ON DECELERATION
ACCEL TO 40 MPH AND THEN BACK OFF THROTTLE .
DROVE VEHICLE AND VERIFIED COMPLAINT. SEARCHED OASIS AND FOU
ND SSM #18845, NO REPAIRS WERE ATTEMPTED AT THIS TIME AS PER
SSM #18845

JOB # 1 TOTAL LABOR & PARTS 0.0(

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS----------

NEXTWAVE-CALL CUSTOMER WHEN FIXED

TOTALS----------

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM
FORD MOTOR COMPANY REGARDING THIS SERVICE VISIT.
IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY
SATISFIED",PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELTY!
YOUR BEING COMPLETELY SATISFIED IS OUR #1 GOAL!!!!
THANK YOU,
KEN JENKINS
PARTS & SERVICE DIRECTOR

TOTAL LABOR....	0.0(
TOTAL PARTS....	0.0(
TOTAL SUBLET...	0.0(
TOTAL G.O.G....	0.0(
TOTAL MISC CHG.	0.0(
TOTAL MISC DISC	0.0(
TOTAL TAX.....	0.0(
TOTAL INVOICE $	0.0(

CUSTOMER SIGNATURE

BlueServ Certified

FORM ERA-2-INV (3/94)

EVERYTHING WE DO IS DRIVEN BY YOU

END OF INVOICE 3 09:57

SAGINAW VALLEY Ford Lincoln Mercury
Prices are Lower in the Valley!

4201 BAY ROAD
SAGINAW, MICHIGAN 48603
PHONE (989) 792-1700

STATE REG # F-158207

CUSTOMER NO. [redacted]	ADVISOR: PATTY LOBODZINSKI 9259	TAG NO. [redacted]	INVOICE DATE: 05/24/06	INVOICE NO. [redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 19,017	COLOR: RED/	STOCK NO.
PINCONNING, MI [redacted]	YEAR / MAKE / MODEL: 05/FORD TRUCK/S-DTY F-350 DRW/CREW C			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO.: 1 F T W W 3 1 P 3 5 E [redacted]			SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.		R.O. DATE: 05/18/06	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
	BUSINESS PHONE	COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY: X		MILEAGE OUT

JOB# 1 CHARGES----------

LABOR----------

J# 1 11FOZ04 FLUID LEAK ENGINE TECH(S):9110 WARRANTY

CUST STATES OIL LEAK RUNNING DOWN STARTER CHECK AND ADVISE
CHECKED FOR LEAK ADDED OIL DYE AS NEEDED WILL HAVE CUSTOMER
COME BACK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	2	OILDYE OSP	OILDYE			WARRANTY

TOTAL - PARTS 0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 10FOZ DRIVEABILITY TECH(S):9163 WARRANTY

CUST STATES VEHICLE WILL NOT GO IN FOUR-WHEEL DRIVE
CHECK AND ADVISE
TRANSFER CASE DIAG.. TEST DROVE NO FOUR WHEEL DRIVE. NO
LIGHTS ON DASH COME ON TO INDICATE THAT FOUR WHEEL DRIVE IS
INOP. PINPOINT TEST CODES P1820 AND P1828. FOLLOW PINPOINT
TEST E SECTION 308-70A FOUND WIRE CONNECTORS OPEN AT C-214
PINS REPAIRED CONNECTION AS NEEDED FOR REPAIRS

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	CALBE-END-STRAP-STYLE OSP				WARRANTY

TOTAL - PARTS 0.00

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 11FOZ ENGINE MINOR TECH(S):9110 0.00

CUST STATES LOUD FLAPPING NOISE COMING FROM ENGINE UPON
DECELERATION
PER BULLETIN 18845 SOME VEHICLESEQUIPPE WITH 6.0 DIESEL
ENGINE MAY EXHIBIT A FLUTTER NOISE FROM THE AIR BOX/INTAKE
AREA ON DECELERATION. THIS NOISE TYPICALLY OCCURS WHEN
DECELERATING AFTER HEAVY ACCELERATION. THE NOISE IS NORMAL
CHARACTERISTICS OF THIS ENGINE AND HAS NO IMPACT ON ENGINE
OR TURBOCHARGER DURABILITY. NO REPAIR ATTEMPT SHOULD BE MADE
FOR THIS CONDITION.

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 02:42pm

SAGINAW VALLEY Ford LINCOLN MERCURY
Prices are Lower in the Valley!

4201 BAY ROAD
SAGINAW, MICHIGAN 48603
PHONE (989) 792-1700

STATE REG # F-158207

CUSTOMER NO. [redacted]	ADVISOR: PATTY LOBODZINSKI 9259	TAG NO. [redacted]	INVOICE DATE: 05/24/06	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 19,017	COLOR: RED/
PINCONNING, MI [redacted]	YEAR / MAKE / MODEL: 05/FORD TRUCK/S-DTY F-350 DRW/CREW C		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO.: 1FTWW31P35E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE: 05/18/06	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
[redacted]	BUSINESS PHONE	COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY: X	MILEAGE OUT

JOB# 4 CHARGES----------

LABOR----------

J# 4 11FOZZ ENGINE CONCERN TECH(S): 9245 0.00
CUSTOMER STATES VEHICLE RUNNING RICH
COULD NOT DUPLICATE AT THIS TIME. BLUE SMOKE IS NORMAL
ON START UP

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5 11FOZ05 FLUID LEAK ENGINE TECH(S): 9245 0.00
CUST STATES VEHICLE HAS COOLANT LEAK CHECK AND ADVISE
COULD NOT VERIFY AT THIS TIME

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

TECHNICIAN CERTIFICATION----------

9110	ROBERT V. DOAN	M120859
9163	TODD HOPPE	M218382

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

****
* [ ] CASH [ ] CHECK CK NO. [ ]
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE
****

SEE KEITH SLAGHT FOR ANY SERVICE QUESTIONS.
IF YOU HAVE ANY QUESTIONS PLEASE SEE ALAN STELTZRIEDE.
ALL REPAIRS AND PARTS WERE FURNISHED IN COMPLIANCE WITH THE
MICHIGAN AUTO REPAIR ACT (P.A 300) FACILITY# F-158207
-FOR COLLISION CENTER CONCERNS, PLEASE CONTACT JIMM TERRY
----------FEDERAL TAX ID# 20-2856261----------

CUSTOMER SIGNATURE

Reynolds and Reynolds SHADOW CCC-8910 (05/05)

CUSTOMER COPY

[END OF INVOICE] 02:42pm

CONSUMER[SM] LEGAL SERVICES, P.C.
ATTORNEYS AND COUNSELORS
www.LemonAuto.com

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
CHRISTOPHER A. WINKLER
KARL P. HEIL

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX: (734) 261-4737

May 30, 2006

[redacted]
Bloomfield Hills, MI [redacted]

RE: 2005 Ford F-350
VIN: 1FTWW31P35[redacted]

Dear [redacted]

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at Midland Ford Lincoln Mercury, Inc., on or about May 27, 2005. [redacted] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2005 F-350 and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[redacted] intends to hold Midland Ford Lincoln Mercury, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

EXHIBIT C

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX: (616) 452-2021

4680 W. HOUGHTON LAKE DRIVE
HOUGHTON LAKE, MI 48629
(989) 366-1006
FAX: (989) 366-4005

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439
(810) 603-2676
FAX: (810) 603-2677

Since the date [redacted] took delivery, the vehicle has been in for repairs on at least six (6) different occasions and the vehicle has been out of service due to repair for at least fifty-four (54) days.

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

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

[redacted]

Steven S. Toth, Esq.

SST/jmc

CC: [redacted]



Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

RECEIVED & FILED
AUG
SUPERIOR COURT

ATTORNEY FOR PLAINTIFF

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

[redacted]
Toms River, NJ [redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY

CIVIL ACTION

NO. [redacted]

COMPLAINT

1. Plaintiffs, [redacted] are adult individual citizens and legal residents of the State of New Jersey, [redacted] Toms River, NJ [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about November 01, 2005, Plaintiffs purchased a new 2005 Ford-F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTWW31575E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

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 $39,930.00.

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 Plaintiffs.

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. During the first 18 months and/or 24,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: vibration in front end, vibration in steering wheel, check engine light on and transmission jolts into gear. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "A".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

12. Plaintiffs are a "Consumer" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

14. Sansone Auto Mall, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about November 01, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

> return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

20. Plaintiffs have 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 twenty (20) or more calendar days.

22. Plaintiffs have 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. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiffs have provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs 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

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

28. Plaintiffs 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).

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

30. Plaintiffs are a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

33. 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.

34. 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.

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

36. 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.

37. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. 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.

39. 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.

40. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiffs aver that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

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

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

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

51. Plaintiffs are a "Person" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiffs believe and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiffs believe and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiff's vehicle, given the defect/condition, is worthless;

c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: [redacted]

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753

ESTABLISHED 1930

Phone (732) 349-2240 Ext. 918

www.downsford.com

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

DOWNS FORD - TOMS RIVER, NJ

P & A CODE: 20681-7 (CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

---------- INVOICE TO ----------

[redacted]

BEACHWOOD NJ [redacted]

WORK: [redacted] HOME: [redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE:

[redacted]

BEACHWOOD NJ [redacted]

WORK: [redacted] HOME: [redacted]

---------- FOR OFFICE USE ----------

ADV: 110 LAUREIGH, INVOICE: QUOTE WAR W AL

INVOICED: 07/20/2006 15:58:54

---------- VEHICLE INFORMATION ----------

VIN 1FTWW3157SE[redacted] LICENSE NUMBER: N[redacted]

05 FORD F-350 SD 4WD SRW CREW CAB

ODOMETER IN: 45525 OUT: 45566

DATES BEGIN: 07/20/06 DONE: 07/20/06

		OPERATION	TECH	HOURS
CONCERN 51	CHECK VEHICLE PER TSB, OWNER STATES "FRONT END SHAKES" SEE ATTACHED RECORDS OF PRIOR WORK.	M	200	.0
CAUSE	COULD NOT SIMULATE CONCERN			
CORRECTION	CHECK VEHICLE PER TSB. EXTENTIVE ROAD TESTING 41 MILES @ 40-70 MPH			
FACTORY	CUST CODE : C50			

LINE AUTH: DW 072006 15:45

REPAIR TYPE 01 VISIT 1 CODES - PROGRAM: P01

INDICATORS - FRANCHISE: N

PAYMENT DISTRIBUTION FOR INVOICE W

Thank You

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ROBERT LAUREIGH

PA

LAST

ALL-STATE LEGAL®

PLAINTIFF'S EXHIBIT

A

[redacted]

HOME: [redacted]

WORK:
BEACHWOOD
OCEAN
NJ [redacted]
UNITED STATES

LAST SERV DATE:03/20/06 MILE:034567
1FTWW31575E[redacted] NJ SJP57T MILE:000008 INSERVICE
05 FORD F-350 SD 4WD SRW CREW CAB

SERVICE $ / VISITS		CUSTOMER	WARRANTY	EXT SVC	INSURANCE	INTERNAL
DRIVER		112	1480			
HOUSEHOLD	4	112	1480			
VEHICLE	5	112	1480			

RO [redacted] N 03/16/06 34567 110 PTS=.00 POL=.00 TOT=.00 IN
LN 09 PAY TYPE M TECH1-200 OPR-CODE GTIRE
OUR INSPECTION OF YOUR TIRES INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 10 PAY TYPE M TECH1-200 OPR-CODE GBATT
OUR INSPECTION OF YOUR BATTERY INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.

MORE
LN 49 PAY TYPE M TECH1-216 .10 OPR-CODE 99P
FLAGS NOS
SPECIAL-FREE PREVENTIVE CHECK-
PERFORM BASIC MAINTENANCE CHECK
SPECIAL "SERVICE CHECK VEHICLE"

RO [redacted] Y 03/16/06 34567 110 PTS=.00 POL=.00 TOT=183.61 IN
LN 51 PAY TYPE W TECH1-210 1.80 2-216 .40 OPR-CODE 052201A
LITS 42 FP 3600
C/S FRONT END SHAKES BADLY AT HI-WAY SPEEDS. HAVE TO SLOW DOWN TO GET
CK STEERING BOX & CASTER/ CAMBER
OK AS PER TSB. ADJUSTED TIRE PRESSURES/CONTACTED HOTLINE. RE-TORQU
ED FRONT END COMPONENTS & TRACK ARM AS PER FORD TSB 5-22-1

RO [redacted] Y 03/01/06 33007 110 PTS=26.76 POL=.00 TOT=218.93 INV
LN 51 PAY TYPE W TECH1-216 2.30 OPR-CODE 052201B
LITS 42 FP 3600
C/S F/E SHAKES BADLY AT HI-WAY SPEEDS
F/E SHAKES BADLY
ADJUSTED GEAR BOX & ROAD TESTED OK. AS PER T.SB.

MORE

RO [redacted] N 03/01/06 33007 110 PTS=23.18 POL=.00 TOT=35.12 INV
LN 05 PAY TYPE M TECH1-223 .50 OPR-CODE LOF
LUBE OIL AND FILTER
CHANGE OIL AND FILTER.LUBRICATION AND SERVICE CHECK VEHICLE.
LN 06 PAY TYPE M TECH1-200 OPR-CODE GBATT
OUR INSPECTION OF YOUR BATTERY INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 09 PAY TYPE M TECH1-200 OPR-CODE GTIRE
OUR INSPECTION OF YOUR TIRES INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 49 PAY TYPE M TECH1-223 .10 OPR-CODE 99P
FLAGS NOS
SPECIAL-FREE PREVENTIVE CHECK-

RO [redacted] Y 11/22/05 24196 110 PTS=55.14 POL=.00 TOT=238.98

MORE
LN 51 PAY TYPE W TECH1-210 .50 OPR-CODE 12405
LITS 42 FP 12029
C/S ENGINE DEVELOPED A MISS, ENGINE LIGHT CAME ON, MISS WENT AWAY, L
ENGINE LIGHT CAME ON
SPARK PLUGS - REPLACE
LN 51-1 PAY TYPE W TECH1-210 .20 OPR-CODE 12650
EEC (QUICK TEST) - DIAGNOSIS
LN 51-2 PAY TYPE W TECH1-210 .10 OPR-CODE 12650
EXTRA TIME TO REPEAT FINAL QUICK TEST
LN 51-3 PAY TYPE W TECH1-210 .30 OPR-CODE 12650
IGNITION COIL ASSEMBLY-COIL ON PLUG - REMOVE AND INSTALL OR
LN 51-4 PAY TYPE W TECH1-210 .10 OPR-CODE 12650
DCL DISPLAY/PID MONITOR - TEST
LN 51-5 PAY TYPE W TECH1-210 .50 OPR-CODE 12650
RECORDER/MONITOR ROAD TEST - DIAGNOSIS
LN 51-6 PAY TYPE W TECH1-210 .30 OPR-CODE 12650
SIGNAL SIMULATION - TEST
LN 51-7 PAY TYPE W TECH1-210 .20 OPR-CODE 12650
PCM REPROGRAMMING - TEST

RO [redacted] N 11/22/05 24196 110 PTS=23.18 POL=.00 TOT=35.12

MORE
LN 01 PAY TYPE M TECH1-229 .50 OPR-CODE LOF
LUBE OIL AND FILTER
CHANGE OIL AND FILTER,LUBRICATION AND SERVICE CHECK VEHICLE.
LN 09 PAY TYPE M TECH1-200 OPR-CODE GTIRE
OUR INSPECTION OF YOUR TIRES INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 49 PAY TYPE M TECH1-229 .10 OPR-CODE 99P
FLAGS NOS
SPECIAL-FREE PREVENTIVE CHECK-
PERFORM BASIC MAINTENANCE CHECK
SPECIAL "SERVICE CHECK VEHICLE"

RO [redacted] N 10/07/05 20270 110 PTS=18.10 POL=.00 TOT=42.40
LN 01 PAY TYPE M TECH1-216 .50 OPR-CODE LOF
LUBE OIL AND FILTER
CHANGE OIL AND FILTER,LUBRICATION AND SERVICE CHECK VEHICLE.
LN 05 PAY TYPE M TECH1-216 .50 OPR-CODE ROTATI
ROTATE FOUR TIRES
ROTATE TIRES AND CHECK CONDITION

MORE
LN 10 PAY TYPE M TECH1-200 OPR-CODE GTIRE
OUR INSPECTION OF YOUR TIRES INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 49 PAY TYPE M TECH1-216 .10 OPR-CODE 99P
FLAGS NOS
SPECIAL-FREE PREVENTIVE CHECK-
PERFORM BASIC MAINTENANCE CHECK
SPECIAL "SERVICE CHECK VEHICLE"

CHANGE OIL AND FILTER.LUBRICATION AND SERVICE CHECK VEHICLE.
LN 09 PAY TYPE M TECH1-200 OPR-CODE GTIR
OUR INSPECTION OF YOUR TIRES INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 49 PAY TYPE M TECH1-229 .10 OPR-CODE 99P
FLAGS NOS

SPECIAL-FREE PREVENTIVE CHECK-
PERFORM BASIC MAINTENANCE CHECK
SPECIAL "SERVICE CHECK VEHICLE"

RO [redacted] N 10/07/05 20270 110 PTS=18.10 POL=.00 TOT=42.40
LN 01 PAY TYPE M TECH1-216 .50 OPR-CODE LOF
LUBE OIL AND FILTER
CHANGE OIL AND FILTER.LUBRICATION AND SERVICE CHECK VEHICLE.
LN 05 PAY TYPE M TECH1-216 .50 OPR-CODE ROTF
ROTATE FOUR TIRES
ROTATE TIRES AND CHECK CONDITION

MORE
LN 10 PAY TYPE M TECH1-200 OPR-CODE GTIF
OUR INSPECTION OF YOUR TIRES INDICATES
"CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.
LN 49 PAY TYPE M TECH1-216 .10 OPR-CODE 99P
FLAGS NOS

SPECIAL-FREE PREVENTIVE CHECK-
PERFORM BASIC MAINTENANCE CHECK
SPECIAL "SERVICE CHECK VEHICLE"

RO [redacted] Y 10/07/05 20272 110 PTS=106.40 POL=.00 TOT=641.64
LN 51 PAY TYPE W TECH1-216 .20 OPR-CODE 05S3
FP 5C3Z9J278A
05S33 FUEL LINE RETAINER CLIP RETAINER
RECALL
\ERFORMED RECALL
LN 52 PAY TYPE W TECH1-205 7.00 OPR-CODE 05B2
FP XT6QSP
05B27 TRANS LOW/REVERSE SNAP RING RECALL
TRANS RECALL
R&R TRANS AND REPLACED NEC PARTS PER RECALL AND NEC FLUID

MORE
LN 53 PAY TYPE W TECH1-200 OPR-CODE CO
C/S JOLTS INTO GEAR WHEN LEAVING FROM A LIGHT
SEE LINE 52
CLOSE OUT AS PER CUSTOMER REQUEST
LN 54 PAY TYPE W TECH1-216 1.60 OPR-CODE MT3
FP 3504
LIT5 42
C/S STEERING SHAKES BAD. WHEN HITTING A BUMP AT HI-WAY SPEEDS
STEERING WHEEL SHAKES BAD
ROAD TEST CK FRT END AS NEC. ADJ STEERING GEAR RECK OK

All Action Details for Issue

Print

VIN: 1FTWW31575[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]

Name: [redacted] **Owner Status:** Original **WSD:** 2005-04-04

Symptom Desc: STRG/HANDLING VIB./SHIMMY OVER BUMPS **Primary Phone:**

Reason Desc: PROD/COMP DUR/PERF - KNOWN/NO FIX AT PRESENT **Secondary Phone** [redacted]

Issue Type: 03 CONCERN **Issue Status:** CLOSED

Initial Customer Contact: 07/20/2006

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP
Dealer: 20681 DOWNS FORD, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 44500 MI **Comm Type:** PHONE
Analyst Name: MELISSA BECERRA (MBECERR2) **Analyst:** MBECERR2
Action Date: 07/20/2006 **Action Time:** 16.26.39.969 **Action Data:** No

Comments CUSTOMER SAID: -VEH HAS BEEN AT DLRS CONSTANTLY FOR SHAKING & VIBRATIONS-DRIVING NORMAL TO SLOW HIGHWAY SPEEDS, VEH JUMPS & LUNGES OVER SMALL BUMPS-THIS CAUSES CUST TO HAVE TO SLOW DOWN TO 10 MPH UNTIL IT CALMS DOWN, ALLIGNMENT GETS THROWN OFF DRAMATICALLY - WAS THERE JUST THIS WEEK FOR THIS & CUST HAS BEEN SPEAKING WITH SM WHO KNOWS THIS IS A COMMON PROBLEM WITH THESE VEHS BUT CANNOT FIX THIS TRUCK -SM JUST CALLED CUST & SAID HE HAS GONE THRU ALL BOULETINS ON THIS & NOTHING ELSE CAN BE DONE RIGHT NOW-CUST ISNT SATISFIED WITH THIS AS THIS JUST HAPPENED AGAIN LAST TUES.-THIS VEH IS USED FOR WORK & CUST CANT ACCEPT THIS AS ITS DANGEROUS-VEH IS OUT OF WARRANTY BUT FRONT END -SEEKING SERVICE AND RESOLUTION -THIS MAJOR PROBLEM IS NOT OKAY AND MORE THAN JUST A ROUGH RIDE/DOESNT CORRECT ITSELF NORMALLYDEALER SAID: NOTHING ELSE WE CAN DO/COME PICK UP THE TRUCKDOWNS FORD, INC.360 HWY 37 EAST TOMS RIVER, NJ 08753TEL: (732) 349-2240CRC ADVISED: ADVISE NO REPAIR PROCEDURES AVAILABLE. THE DEALERSHIP HAS INSPECTED YOUR VEHICLE AND IS AWARE OF YOUR CONCERN. PLEASE STAY IN CONTACT WITH YOUR DEALERSHIP FOR ANY UPDATES. THEY WILL CONTACT YOU AS SOON AS A REPAIR PROCEDURE BECOMES AVAILABLE.NOTE TO CSR - IF CUSTOMER ASKS FOR TIMELINES, INFORM THEM THAT WE HAVE NOT BEEN PROVIDED WITH ANY TIMELINES, AND TO STAY IN CONTACT WITH THE SERVICE MANAGER (PROVIDE NAME OF SERVICE MANAGER)--OBC TO DEALER--SPOKE TO SM JOE WHO ADVISES THIS HAS HAD MULTIPLE REPAIR ATTEMPTS FOR THIS IN PAST, BUT TSB'S HAVE BEEN TRIED & FRONT END HAS BEEN CHECKED & NOTHING HAS PERMENENTLY RESOLVED THIS-SM CLAIMS DURING THIS VISIT SHAKING WASNT DUPLICATED BECAUSE IT HAS TO BE DRIVEN HGHWY SPEEDS ONLY FOR THIS-VEH WAS LOOKED AT TODAY TO MAKE SURE HTAT IT IS SAFE TO DRIVE & IN WORKING ORDER-SOME VIBRATIONS PER TSB MAY BE NORMAL(THOUGH CUST IS AGAIN COMPLAINING OF EXTREME SHAKING THAT IS IRRATIC & THROWS THINGS AROUND INSIDE COMPARTMENT OF VEH) FROM EXTREME OF IT-ADVISED CUST OF ABOVE & TO FOLLOW DLR'S INSTRUCTIONS TO P-U VEH AS THERE IS IN FACT NOTHING ELSE DLR IS DOING WITH VEH AT THIS TIME

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"
Dealer: 20681 DOWNS FORD, INC. **Origin Desc:** DEALER
Odometer: 44500 MI **Comm Type:** VISIT
Analyst Name: DOWNS FORD **Analyst:** J-PATI
Action Date: 08/11/2006 **Action Time:** 15.28.12.511 **Action Data:** No

Comments DEALER PERFORMED A SSAFTEY INSPECTION ON THIS VEHICLE. WE WENT OVER ALL THE FRONT SUSPENSION AND STEERING COMPONENTS TO MAKE SURE THE FORNT END COMPONENTS WERE TIGHT AND THE VEHICLE COULD BE OPERATED IN A SAFE MANNER, A RROAD TEST WAS DONE BY THE PARTS AND SERVICE DIRECTOR, WE WERE NOT ABLE TO SIMULATE THE OWNERS CONCERN.

Server Name : AWSPPRDDG AWS New Prod Database- Claims loaded through 18-SEP-2006

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTWW31575[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	091104141181
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E172A 091104141181
```

Trace Trans Serial No:

```
A4522 041104A1M20276815C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	15-NOV-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	113468 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NJ
		Buyer St/Prov:	*
Arrival Date:	24-NOV-2004	**Red Carpet Lease:**	*
Sale Date:	04-APR-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	04-APR-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	04-APR-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNUAC - EBONY WB C/C-W/B
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714B0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151V3W - Contitrac TR 125/122S
Driveshaft Code:	D	**Tire Size:**	D3HBM - LT 275/70R18E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5151V3W4504	**RF:**	P5151V3W4004
LR:	P5151V3W4004	**RR:**	P5151V3W4004
LI:	*	**RI:**	*
SPARE:	P5151V3W3804	**DOT Plant Manufacturer:**	P5 -

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAC - DGAAC
ESP Coverage(Miles):	*	**Emission Cert Type:**	5
ESP Coverage(Time):	*	**Emission Decal Suffix:**	MFG
ESP Plan Year:	*	**Engine Family:**	5FMXK054SF5
ESP Signature Date:			

Any comments? You can contact



webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-SEP-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 18-SEP-2006

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTWW31575[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/TQ	T/WX	15-11-04	04-04-05	113468	USA	7		*	*	*	*	SXX	V00	*	*
AWS Claim Key:	2121666	**Doc #:**	05464551		**Trx Code:**		05S33	**Labor Hrs:**		.2	**Labor Cost:**		16.71	**Material Cost:**		4.84	**Total Cost:**		21.55				
Dlr Cd-Sub Cd:	20681-*	**Name:**	DOWNS FORD, INC.				**Ph:**	732-3492240		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-OCT-2005	**DIST (Mile):**	20270			
Cust Comments:	05S33 FUEL LINE RETAINER CLIP RETAINER																						
Tech Comments:	RECALL ERFORMED RECALL																						

1FTWW31575E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/TQ	T/WX	15-11-04	04-04-05	113468	USA	7	*	3A11	*	*	*	SXX	V00	*	*
AWS Claim Key:	2121667	**Doc #:**	05464552		**Trx Code:**		05B27	**Labor Hrs:**		7	**Labor Cost:**		584.85	**Material Cost:**		101.59	**Total Cost:**		686.44				
Dlr Cd-Sub Cd:	20681-*	**Name:**	DOWNS FORD, INC.				**Ph:**	732-3492240		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-OCT-2005	**DIST (Mile):**	20270			
Cust Comments:	05B27 TRANS LOW REVERSE SNAP RING RECALL																						
Tech Comments:	TRANS RECALL R&R TRANS AND REPLACED NEC PARTS PER RECALL AND NEC FLUID																						

1FTWW31575E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/TQ	T/WX	15-11-04	04-04-05	113468	USA	7	*	5O01	*	3504	*	S10	V89	C50	42
AWS Claim Key:	2121668	**Doc #:**	05464554		**Trx Code:**		E84	**Labor Hrs:**		1.6	**Labor Cost:**		133.68	**Material Cost:**		0	**Total Cost:**		133.68				
Dlr Cd-Sub Cd:	20681-*	**Name:**	DOWNS FORD, INC.				**Ph:**	732-3492240		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-OCT-2005	**DIST (Mile):**	20270			
Cust Comments:	C S STEERING SHAKES BAD, WHEN HITTING A BUMP AT HI WAY SPEEDS																						
Tech Comments:	STEERING WHEEL SHAKES BAD ROAD TEST CK FRT END AS NEC, ADJ STEERING GEAR RECK OK																						

1FTWW31575[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/TQ	T/WX	15-11-04	04-04-05	113468	USA	8	*	2B02	*	12029	*	S11	V44	E29	42
AWS Claim Key:	2624911	**Doc #:**	05738051		**Trx Code:**		S07	**Labor Hrs:**		1.7	**Labor Cost:**		142.06	**Material Cost:**		55.14	**Total Cost:**		197.2				
Dlr Cd-Sub Cd:	20681-*	**Name:**	DOWNS FORD, INC.				**Ph:**	732-3492240		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	22-NOV-2005	**DIST (Mile):**	24196			
Cust Comments:	C S ENGINE DEVELOPED A MISS, ENGINE LIGHT CAME ON, MISS WENT AWAY, LIGHT STILL ON																						
Tech Comments:	ENGINE LIGHT CAME ON SPARK PLUGS REPLACE																						

1FTWW31575E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/TQ	T/WX	15-11-04	04-04-05	113468	USA	12	*	5R02	*	3600	*	S10	V89	C50	42
AWS Claim Key:	3834643	**Doc #:**	06338951		**Trx Code:**		E84	**Labor Hrs:**		2.3	**Labor Cost:**		192.17	**Material Cost:**		26.75	**Total Cost:**		218.92				
Dlr Cd-Sub Cd:	20681-*	**Name:**	DOWNS FORD, INC.				**Ph:**	732-3492240		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	01-MAR-2006	**DIST (Mile):**	33007			

Cust Comments: C S F E SHAKES BADLY AT HI WAY SPEEDS
Tech Comments: F E SHAKES BADLY ADJUSTED GEAR BOX & ROAD TESTED OK, AS PER T.SB.

1FTWW31575[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/TQ T/WX 15-11-04 04-04-05 113468 USA 12 * 5R02 * 3600 * S10 V89 C50 42

AWS Claim Key: 4045647 **Doc #:** 06435351 **Trx Code:** E84 **Labor Hrs:** 2.2 **Labor Cost:** 183.81 **Material Cost:** 0 **Total Cost:** 183.81

Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 16-MAR-2006 **DIST (Mile):** 34551

Cust Comments: C S FRONT END SHAKES BADLY AT HI WAY SPEEDS, HAVE TO SLOW DOWN TO GET FRONT END TO STOP SHAKING
Tech Comments: ROAD TESTED AT HIWAY SPEEDS & FOUND OK, NO SHAKE OR SHIMMY AT THIS TIME.

Any comments? You can contact



webmaster



[redacted]
WEISBERG & MEYERS, LLC
2833 North Central Ave., #613
Phoenix, AZ 85004
602 445-9819
[redacted]ttorneysForConsumers.com
Attorney for Plaintiffs

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

[redacted]	Case No.: [redacted]
Plaintiffs,	**COMPLAINT -- BREACH OF STATUTORY WARRANTIES**
vs.	
FORD MOTOR COMPANY,	
Defendant.	

1. This Court has jurisdiction to hear this matter pursuant to A.R.S. Const. Art. 6 §14.

2. Plaintiffs, [redacted] ("Consumers"), are individuals who were at all times relevant hereto residing in the State of Arizona.

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

4. On or about September 2005, Consumers purchased a 2006 Ford F250 ("F250") manufactured and supplied by Warrantor, Vehicle Identification No.1FTSW21P36E[redacted] for valuable consideration, exclusive of collateral charges incurred at the time of purchase.

5. In connection with Consumers' purchase of the F250, Warrantor issued and supplied to Consumers its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Warrantor's New Vehicle Warranty booklet. Warrantor intended Consumers to view the fact the F250 was "warranted" as an assurance of the F250's quality, thereby inducing Consumers' purchase.

6. After Consumers' purchase of the F250, Warrantor completely disclosed the terms of its warranty; said warranty terms were not assurances of quality but rather attempts to limit warranty obligations to repair or replacement of parts defective in material and workmanship. Said warranty documents also contained various other terms not previously disclosed, negotiated or agreed to, including but not limited to limitations on damages for breach of warranty.

7. By inducing Consumers' purchase with warranties attempting to limit warranty obligations to nothing but repair or replacement of parts defective in material and workmanship Warrantor was required by common law and statute to perform adequate and competent repairs or replacements within a reasonable opportunity and time, as competent repairs within a reasonable opportunity/amount of time is the essential purpose of warranties restricted to repair or replacement of defective parts.

8. On or about the aforementioned date, Consumers took possession of the F250 and sometime thereafter experienced various defects and non-conformities within the same that diminish its value and/or substantially impair its use and value to Consumers. These defects

include, but are not limited to a defective steering/suspension system, defective engine, defective ignition and, any other complaints actually made, whether contained on Warrantor's invoices or not.

9. For any defects repairable, Consumers provided Warrantor, through its authorized dealership network, a sufficient opportunity to repair the defects, non-conformities and conditions within the F250.

10. Despite being given more than a reasonable number of attempts/reasonable opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so and thus the warranty failed its essential purpose.

11. Warrantor's failure to correct said defects violate Warrantor's statutory duty to Consumers and the expectations created by Warrantor's warranty.

12. Consumers aver that as a result of the ineffective repair attempts made by Warrantor through its authorized dealership network, the F250 cannot be utilized as intended by Consumers at the time of acquisition and that the use and value of the F250 has been diminished and/or substantially impaired to Consumers.

13. Warrantor's written warranties are replete with limitations and disclaimers never made known to Consumers prior to sale. Warrantor's failure to disclose all their disclaimers and limitations prior to sale constitutes a violation of 15 U.S.C. § 2302 and 16 C.F.R. § 702.3.

14. Consumers provided Warrantor written notification of the defects within the subject vehicle, an offer for a final opportunity to cure, and Consumers' demand for compensation on March 14, 2007. See Notice Letter, attached hereto as Exhibit "A."

15. Warrantor refused Consumers' demand for compensation and has refused to provide Consumers with the remedies to which Consumers are entitled.

16. Consumers have been and will continue to be financially damaged due to Warrantor's failure to comply with Warrantor's statutory duty to Consumers and the provisions of its written and/or express warranty.

17. Consumers have met all obligations and preconditions as provided in Warrantor's warranty and by statute(s).

18. As a direct and proximate result of Warrantor's failure to comply with its statutory written warranties, statutory obligations, and common law duties, Consumers have suffered damages and, in accordance with A.R.S. § 44-1263 *et. seq.*, Consumers are entitled to bring suit for such damages and other legal and equitable relief.

COUNT I—VIOLATION OF THE ARIZONA MOTOR VEHICLE WARRANTIES ACT

19. Consumer reincorporates by reference all the preceding paragraphs.

20. WHEREFORE, pursuant to A.R.S. 44-1261 *et. seq.*, Consumer prays for relief against Warrantor in the form of a replacement vehicle or full refund (at Consumer's choice), all attorney fees, expert fees and court costs incurred during the commencement and prosecution of this matter, and all other relied deemed just and appropriate by this Court.

Respectfully submitted this 17th day of April, 2007.

By: [redacted]

[redacted]
WEISBERG & MEYERS, LLC
2833 North Central Ave., #613
Phoenix, AZ 85004
602 445-9819
866 565 1327 facsimile
[redacted]**AttorneysForConsumers.com**
Attorney for Plaintiffs

A

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866 565 1327 FACSIMILE
ARIZONA OFFICE
WWW.ATTORNEYSFORCONSUMERS.COM

EXTENSION: 111
E-MAIL: [redacted]

WRITER LICENSED IN:
ARIZONA;
U. S. DISTRICT COURT,
FLORIDA NORTHERN DISTRICT

March 14, 2007

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

Re: [redacted] v. Ford Motor Company
Our Client: [redacted]
Your Client: Ford Motor Company
Vehicle: 2006 Ford F250 Pickup
VIN: 1FTSW21P36[redacted]
Our File Number: [redacted]

COPY

Dear Sir/Madam:

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

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

1. Defective steering/suspension system;

2. Defective engine;

3. Defective ignition; and

4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

To avoid any litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Lemon Law. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client needs return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies. If the seller (or, if applicable the assignee, or any creditor subject to the FTC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) for any loss caused our client by your failure. Please also consider this letter prior direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to A.R.S. §44-1261 et. seq. If you have "final opportunity rights" under A.R.S. §44-1264 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

In conclusion, I urge you to realize a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although I believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, I will

4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

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In conclusion, I urge you to realize a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although I believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, I will

assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

Best regards,

Marshall Meyers
Attorney at Law

MM/js

cc: [redacted]

All Action Details for Issue

Print

VIN: 1FTSW21P36E[redacted] **Year:** 2006 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]

Name: [redacted] **Owner Status:** Original **WSD:** 2005-08-29

Symptom Desc: STRG/HANDLING VIB./SHIMMY OVER BUMPS **Primary Phone:** [redacted]

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND **Secondary Phone** [redacted]

Issue Type: 07 LEGAL **Issue Status:** CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND

Dealer: 20328 SUNSET FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION-FD

Odometer: 11019 MI **Comm Type:** INBOUND MAIL-OTHER

Analyst Name: JACKSON (CJACKS84),CELESTE **Analyst:** CJACKS84

Action Date: 03/23/2007 **Action Time:** 09.35.11.065 **Action Data:** Yes

Comments **********ATTORNEY DEMAND********** DATE STAMP 3-20-07 ATTORNEY ALLEGES CLIENT CONCERN AS STEERING/SUSPENSION, ENGINE, AND IGNITION. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	WEISBERG & MEYERS
ATTORNEY NAME	MARSHALL MEYERS
ATTORNEY PHONE NUMBER	6024459819
ANALYST ID	TROQUEMO

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY

Dealer: 20328 SUNSET FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 11019 MI **Comm Type:** INBOUND CUSTOMER MAIL

Analyst Name: ROQUEMORE (TROQUEMO),TANYA **Analyst:** TROQUEMO

Action Date: 03/23/2007 **Action Time:** 10.55.47.499 **Action Data:** No

Comments FAX ACK.

Action: INFORMATIONAL CALL/FAX

Dealer: 20328 SUNSET FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 11019 MI **Comm Type:** INBOUND CUSTOMER MAIL

Analyst Name: ROQUEMORE (TROQUEMO),TANYA **Analyst:** TROQUEMO

Action Date: 03/23/2007 **Action Time:** 10.58.01.461 **Action Data:** No

Comments E-MAIL TO ZM

Action: INFORMATIONAL CALL/FAX

Origin Desc: CONSUMER AFFAIRS -

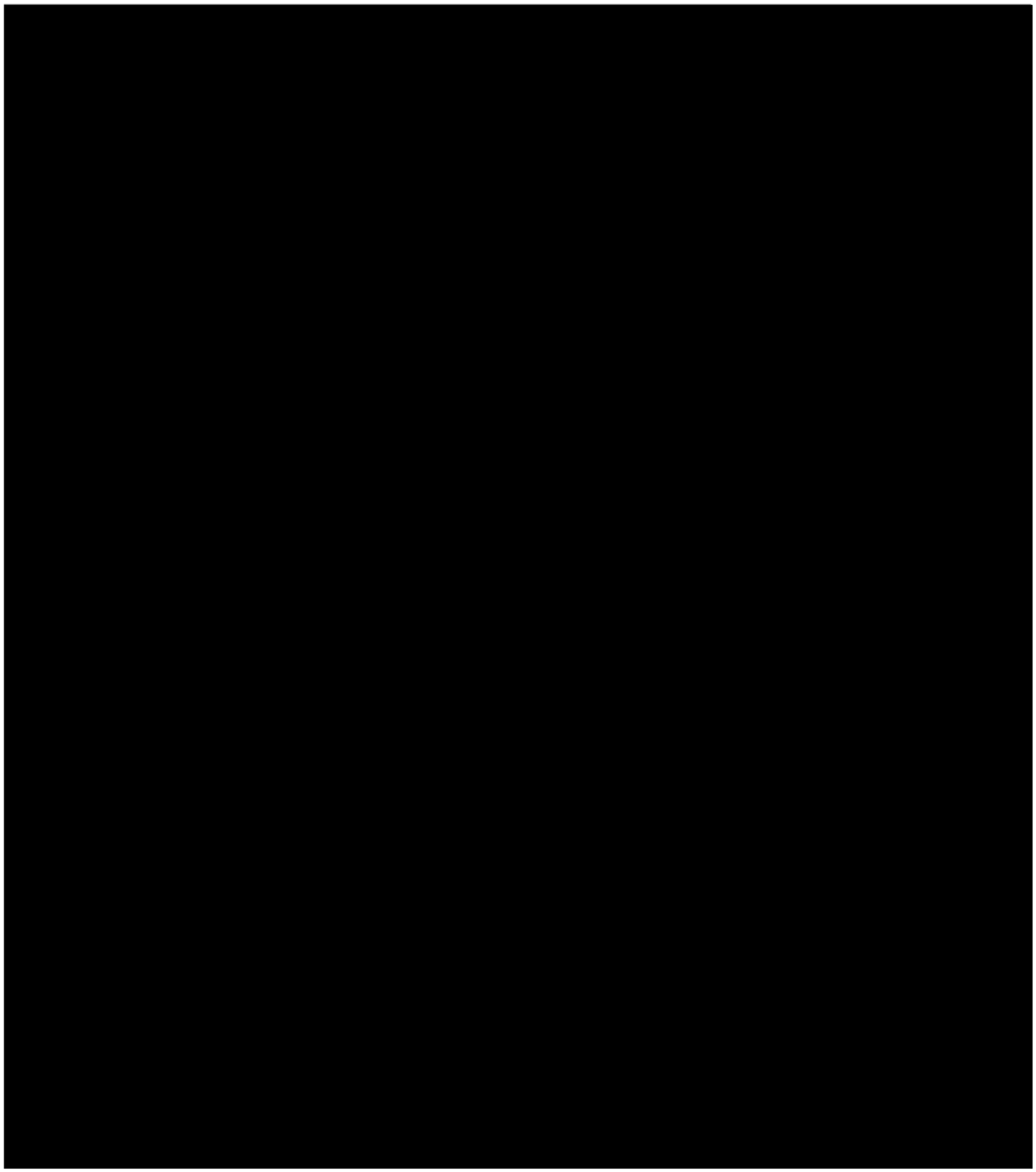




All Action Details for Issue

Print









[redacted]

[redacted]

INVOICE

PAGE 1

SUNSET FORD, INC.
SALES & SERVICE
9130 W. BELL ROAD
PEORIA, AZ 85382
(623) 977-5233

[redacted]
GLENDALE, A[redacted]
HOME: [redacted] BUS:
CELL:

SERVICE ADVISOR: 2608 RANDY D BENTON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
T7 DARK ST	06	FORD F250 PICKUP	1FTSW21P36[redacted]		10741/10741	[redacted]

IN SVC DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29AUG05 IS	20JUL05		17:00 16FEB07		90.00	CASH	21FEB07

R O OPENED	DATE CUST NOTIFIED	OPTIONS:
16:54 14FEB07	12:04 21FEB07	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STS VEH HAS OIL LEAK			
CAUSE: OIL ELAK DIAG. INSTALLED DYE. FOUND OIL LEAKING FR OM RESAR MAIN SEAL, HIGH PRESSURE OIL PUMP, COV ER GASKET, AND CAM SENSOR ORINGS. R AND I			
6007D ENGINE OIL LEAKS - DIAGNOSIS - L			
10827 HANNA,KENNETH BRIAN LIC#: 3762			
WS 0.50			(N/C)
1 3C3Z*6701*AA SEAL ASY - CRANKSHAFT OIL			(N/C)
1 TA*16* ADHESIVE			(N/C)
1 3C3Z*9229*B KIT - "O" RING			(N/C)
1 3C3Z*6619*EA GASKET			(N/C)
6701A SEAL CRANKSHAFT REAR MAIN REPLACE			
10827 HANNA,KENNETH BRIAN LIC#: 3762			
WS 4.40			(N/C)
3674A PUMP - POWER STEERING - REMOVE AND INSTALL OR REPLACE (3A674). - L			
10827 HANNA,KENNETH BRIAN LIC#: 3762			
WS 1.90			(N/C)
9543A PUMP - INJECTION - REPLACE (9A543/9E543) - L			
10827 HANNA,KENNETH BRIAN LIC#: 3762			
WS 4.30			(N/C)
VERIFY60 6.0L TIME ALLOWANCE			
10827 HANNA,KENNETH BRIAN LIC#: 3762			
WS 0.60			(N/C)
FC: L65 D8			
PART#: 3C3Z*6701*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
3762			
**********			
B PASS SIDE DROP DOWN STEP MOTOR RUNS TOO LONG			
POO **NOTE** THE PARTS NECESSARY TO COMPLETE THIS			

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and receipt of vehicle. I also acknowledge receipt of additional Consumer and Warranty information contained on the reverse side.

Original Authorized Revised

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

SUNSET FORD, INC.
SALES & SERVICE
9130 W. BELL ROAD
PEORIA, AZ 85382
(623) 977-5233

[redacted]

GLENDALE, AZ
HOME
CELL

PAGE 2

SERVICE ADVISOR: 2608 RANDY D BENTON

SOLD	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
T7 DARK ST	06	FORD F250 PICKUP	1FTSW21P36[redacted]		10741/10741	[redacted]

IN SVC DATE	PROD DATE	WARR EXP	PROMISED	PO NO	TAX	PAYMENT	INV DATE
29AUG05 IS	20JUL05		17:00 16FEB07		90.00	CASH	21FEB07

RO OPENED	DATE CUST NOTIFIED	OPTIONS:
16:54 14FEB07	12:04 21FEB07	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
					REPAIR HAVE BEEN ORDERED, YOU WILL BE NOTIFIED WHEN PARTS ARRIVE			
					10644 DAVIDSON,KEITH LIC#: 5226			
					CPS 0.00			
					**********		0.00	0.00
C	L	F			TIRE HAS NAIL...REPAIR TIRE			
	106				FLAT REPAIR			
					9677 PORTER,BRANDON LIC#: 7523			
					CPS 0.50			
					**********		15.00	15.00
D					HARD TO GET KEY OUT WHEN IN PARK..HAVE TOO DRIVE VEH THEN PUT BACK IN PARK TO GET KEY OUT..2ND TIME IN FOR SAME CONCERN			
	NWP				NO WORK PERFORMED			
					10644 DAVIDSON,KEITH LIC#: 5226			
					CPS 0.00			
					**********		0.00	0.00
E					PASS SIDE STEERING SHOCK LEAKING AT DUAL SHOCK TAKE OFF FACTORY OR DUAL SHOCK			
	NC				NO CHARGE			
					9677 PORTER,BRANDON LIC#: 7523			
					CPS 0.00			
					**********		0.00	0.00
F					WHEN GOING OVER BUMP STEERING HAS HARD OSCILLATION SOMETIMES HAVE TO HIT BRAKES TO STOP			
CAUSE:					CHECKED TIRE PRESSURE. CHECKED STEERING DAMPNER. V ERIFIED PROPER TORQUE ON STEERING COMPONENTS. ROAD TESTED VEHICLE TO PASS. ALL AS PER TSB			
	062214B				Check Tire Pressure Check Steering Damper Replace If Neces			
					9677 PORTER,BRANDON LIC#: 7523			
					WS 1.40			(N/C)
FC: C50 42								
PART#: .3E651.								
COUNT:								

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and receipt of vehicle. I also acknowledge receipt of additional Consumer and Warranty Information contained on the reverse side.

Original Authorized Revised

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

PAGE 3

SUNSET FORD, INC.
SALES & SERVICE
9130 W. BELL ROAD
PEORIA, AZ 85382
(623) 977-5233

[redacted]
GLENDALE, AZ
HOME [redacted] BUS:
CELL [redacted]

SERVICE ADVISOR: 2608 RANDY D BENTON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
T7 DARK ST	06	FORD F250 PICKUP	1FTSW21P36E[redacted]		10741/10741	[redacted]

IN SVC DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29AUG05	IS20JUL05		17:00 16FEB07		90.00	CASH	21FEB07

R/O OPENED	DATE CUST. NOTIFIED	OPTIONS:
16:54 14FEB07	12:04 21FEB07	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

CLAIM TYPE:
AUTH CODE:
7523

****

G** EXTRA LABOR TIME FOR LIFT ON VEH...LIFT INSTALLED AT SUNSET FORD
888 LABOR ONLY
10827 HANNA,KENNETH BRIAN LIC#: 3762
IS 2.00

(N/C)

****

SERVICE OPEN M-F 7 TO 6 SATURDAY 7 TO 5
"COMPLETELY SATISFIED" IT MEANS A LOT TO US
"EXCELLENT" IS OUR ONLY PASSING GRADE. IF OUR
SERVICE WAS NOT EXCELLENT PLEASE CONTACT YOUR
SERVICE ADVISOR LISTED
AT THE TOP OF THIS INVOICE

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Original

Authorized
Revised

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	15.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	15.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	15.00

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

DUPLICATE 1
PAGE 1

SUNSET FORD, INC.
SALES & SERVICE
9130 W. BELL ROAD
PEORIA, AZ 85382
(623) 977-5233

[redacted]
GLENDALE, AZ
HOME: [redacted] BUS:
CELL:

SERVICE ADVISOR: 8448 MICHAEL R CAMPBELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG#
T7 DARK ST	06	FORD F250 PICKUP	1FTSW21P36E[redacted]		3206/3206	[redacted]

C/M SVC DATE	PROD DATE	WARR EXP	PROMISED	P.O. NO	DATE	PAYMENT	INV DATE
29AUG05	20JUL05		18:00 06FEB06		90.00	CASH	06FEB06

R.O. OPENED	DATE CUST NOTIFIED	OPTIONS:
10:16 06FEB06	15:26 06FEB06	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	05E16				ENGINE CONTROL MODULES RECALIBRATION			
					CAUSE: REPROGRAMMED ENGINE CONTROL MODULES AS PER RECALL 05E16			
					05E16B RECALIBRATE CONTROL MODULES			
					10464 McCOY,RYAN LIC#: 7766			
					NS 0.70			(N/C)
					FC: PART#: COUNT:			
					CLAIM TYPE: 05E16			
					AUTH CODE:			
					7766			
					**********			
B					SHIMMY IN FRONT END OVER BUMPS			
					NC NO CHARGE			
					999 SERVICE SHOP LIC#: 0999		0.00	0.00
					CPS 0.00			
					AUTO STYLE INSTALLED STEERING STABILIZER			
					**********			
C					GREASE BOOT ON STEERING LINKAGE TORN AT PITMAN ARM			
					NC NO CHARGE			
					999 SERVICE SHOP LIC#: 0999		0.00	0.00
					CPS 0.00			
					AUTO STYLE INSTALLED NEW BOOT			
					**********			

SERVICE OPEN M-F 7 TO 6 SATURDAY 7 TO 5
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"EXCELLENT" IS OUR ONLY PASSING GRADE. IF OUR
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Original

Authorized
Revised

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

[redacted]

[redacted]

GLENDALE, AZ
HOME [redacted] BUS:
CELL [redacted]

INVOICE

PAGE 1

SUNSET FORD, INC
SALES & SERVICE
9130 W. BELL ROAD
PEORIA, AZ 85382
(623) 977-5233

SERVICE ADVISOR: 8448 MICHAEL R CAMPBELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
T7 DARK ST	06	FORD F250 PICKUP	1FTSW21P36E[redacted]		3206/3206	[redacted]

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29AUG05	20JUL05		18:00 06FEB06		90.00	CASH	06FEB06

R.O. OPENED	DATE CUST NOTIFIED	OPTIONS:
10:16 06FEB06	15:26 06FEB06	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	05E16				ENGINE CONTROL MODULES RECALIBRATION			
	CAUSE: REPROGRAMMED ENGINE CONTROL MODULES AS PER RECALL 05E16							
	05E16B				RECALIBRATE CONTROL MODULES			
					10464 McCOY,RYAN LIC#: 7766			
					WS 0.70			
	FC: PART#: COUNT:							(N/C)
	CLAIM TYPE: 05E16							
	AUTH CODE:							
	7766							
	**********							
B	SHIMMY IN FRONT END OVER BUMPS							
	NC NO CHARGE							
	999 SERVICE SHOP LIC#: 0999							
	CPS 0.00							
	AUTO STYLE INSTALLED STEERING STABILIZER						0.00	0.00
	**********							
C	GREASE BOOT ON STEERING LINKAGE TORN AT PITMAN ARM							
	NC NO CHARGE							
	999 SERVICE SHOP LIC#: 0999							
	CPS 0.00							
	AUTO STYLE INSTALLED NEW BOOT						0.00	0.00
	**********							

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Original Authorized
Revised

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



Robert M. Silverman, Esquire
Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEYS FOR PLAINTIFF

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

[redacted]
Staten Island, NY [redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY

CIVIL ACTION

NO [redacted]

FILED & RECEIVED #1
MAY 12 12:10:15
MAY QUEEN'S
CLERK'S COUNTY

COMPLAINT

1. Plaintiff, [redacted], is an adult individual citizen and legal resident of the State of New York, [redacted], Staten Island, NY [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about December 18, 2004, Plaintiff purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW21505E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New York.

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 $45,018.10. 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. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: transmission has shifting problems; exhaust rattles; coolant leak and engine light on. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

12. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

14. Oasis Ford,, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about December 18, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

> a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

> a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
>
> (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
>
> (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
>
> b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 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 twenty (20) 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. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney 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

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

28. 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).

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

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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.

40. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. 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
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

51. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiff's vehicle, given the defect/condition, is worthless;

c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: [redacted]

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
[redacted] STATEN ISLAND RICHMOND NY [redacted]	OASIS FORD INC 3698 ROUTE # 9 S OLD BRIDGE NJ 08857

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price". The credit price is shown below as "Total Sale Price". By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	20	2005 FORD	F-250 SD		1FTSW21505[redacted]	☒ Personal ☐ Agricultural ☐ Commercial ☐ _____

Trade-in 1999 DODGE (Year and Make) $ 13000.00 (Gross Allowance) $ 8502.95 (Amount Owing)

1. **Cash Price** (including $ 2000.80 sales tax)		$ 38198.44 (1)
2. **Down Payment**		
Third Party Rebate Assigned To Creditor	$ 1000.00	
Cash Down Payment	$ 1000.00	
Trade-in (Description Above)	$ 4497.05	
Total Down Payment		$ 6497.05 (2)
3. **Unpaid Balance of Cash Sale Price** (1 minus 2)		$ 31701.39 (3)
4. **Amounts Paid On Your Behalf** (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for official fees (license, title & registration fees $ 47.50		
(ii) and for filing fees $ N/A);		
(iii) for taxes (not in Cash Price) $ N/A		$ 47.50
To Insurance Companies for:		
Credit Life Insurance	$ N/A	
Credit Disability Insurance	$ N/A	
To OASIS FORD INC for DOCUMENT FEE	$ 149.00	
To _____ for _____	$ N/A	
To _____ for _____	$ N/A	
To _____ for _____	$ N/A	
Total		$ 196.50 (4)
5. **Amount Financed** (3 plus 4)		$ 31897.89 (5)

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life N/A Insurer
$ N/A Premium Insured(s)
Signature

☐ Credit Disability N/A Insurer
$ N/A Premium Insured
Signature

☐ N/A Other Optional Insurance N/A Term
$ N/A Premium N/A Insurer
Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of $ 6497.05
8.00 %	$ 6623.16	$ 31897.89	$ 38521.05	$ 45018.10

Payment Schedule	Number of payments	Amount of Each Payment	When Payments Are Due
Your payment schedule will be:	1	$ 38521.05	JAN 22ND 2005

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. If you purchased the vehicle for personal, family or household use, the charge is 5% of the late amount or $10, whichever is less. Otherwise, the charge is 7.5% of the late amount or $50, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, non payment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Program No. STD

QUESTIONS?

Ford Credit

PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
02-001

EXCESS WEAR, USE AND MILEAGE CHARGES
You may be charged for excessive wear based on our standards for normal use. If you choose to exercise your option to sell the vehicle to Creditor under the terms of Paragraph D on the reverse side of this contract, you must pay to Creditor 20 cents per mile for each mile in excess of 36020 miles shown on the odometer. See Paragraph E on back for additional excess wear and use terms.

EXTRA MILEAGE OPTION CREDIT
If You sell the Vehicle to the Creditor under the terms of Paragraph D on the reverse side of this contract, You will receive a credit of .20 cents per unused mile for the number of unused miles between N/A and N/A miles. You will not receive a credit if it is less than $1.00.

Any change[redacted] and the Creditor.

Buyer Signs [redacted] (Co) Buyer Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

Do not sign this contract if blank. You are entitled to an exact copy of the contract at the time you sign. Keep it to protect your legal rights.

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
A

☒ New ☐ Used ☐ Demo ☐ ____ BlueOval Certified

☒ OASIS MOTORS, INC./FORD

OLD BRIDGE, NJ 08857
PHONE (732) 591-1111
www.oasisautocenter.com

FIVE STAR

☐ OASIS DODGE, INC. ☐ OASIS KIA

CUSTOMER [redacted] DATE 12/18/2004 STOCK NO. [redacted]

ADDRESS [redacted] STATEN ISLAND NY 10303

HOME PHONE [redacted] WORK PHONE [redacted] SALESPERSON MOORE, KEVIN

PLEASE ENTER MY ORDER FOR ONE 2005 FORD (YEAR AND MAKE) MODEL F-250 SD

BODY TYPE CREW CAB COLOR BLUE MILES 20 SERIAL NO. 1 F T S W 2 1 5 0 5 E [redacted]

INTERIOR TRIM COLOR 3E

Even though my telephone number is on the Do Not Call Registry, I authorize Oasis Auto Center representatives to call me regarding this Retail Buyer's Order.

Customer Signature [redacted]

Prior to Delivery, I will elect one of the following:

* Cash Purchase * Finance Purchase * Lease

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

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

THIS ORDER SUPERCEDES ALL OTHERS.

TO BE DELIVERED ON OR ABOUT 12/18/2004

Price of Unit	36,068.64
Additional Equipment (options)	
NO VERBAL COMMITMENTS HAVE	
BEEN MADE TO ME OTHER THAN	
WHAT HAS BEEN [redacted]	
[redacted]	
[redacted]	
[redacted]	00

MONTHLY PAYMENT AMOUNT $ N/A

TERM: N/A MONTHS

MILEAGE PER YEAR N/A

CASH DUE AT DELIVERY $ N/A

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	36,197.64
Less Trade-In	13,000.00
TOTAL TAXABLE AMOUNT	23,197.64
State Sales Tax	2,000.80
Motor Vehicle Tire Fee	N/A
Registration/Title Fee	N/A
Documentary Fee	47.50
CLERICAL EXPENSE $100.00 COMPUTER FEE $49.00	$149.00
NET PAY-OFF ON TRADE-IN	8,502.95
TOTAL	33,897.89
Deposit	N/A
REBATE	1,000.00
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY	
BALANCE DUE ON DELIVERY →	32,897.89

IF A NEW VEHICLE SALE OR LEASE . . .

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES AND LEASES-DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold/leased and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

Date / / X Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE OR LEASE)

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

Date / / X Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year 1999 Make DODGE Model RAM

Serial No. 1B7KF2368XJ [redacted] Mileage 64869

Trade-in Value 13,000.00 Date of 12/18/2004

Less Balance Owed 8,502.95

Net Trade-in Allowance 4,497.05

Balance Owed to: CHASE AUTO FINANCE

Address: PO BOX 9388 NEW HYDE PARK NY 11042

Account No.:

Info. From ____ Good Thru ____

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also that [redacted] been in a flood or had [redacted]. Customer certifies the [redacted]

12/18/2004 Date

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING [redacted] INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

[redacted] MITS YOUR RIGHTS,

The parties to this agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise under this agreement. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. Consumer Fraud, Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any claims arising under this agreement, including statutory, state or federal claims, as a class action. There are no limitations on the type of claims which may be arbitrated.

The arbitration shall be conducted in accordance with the Rules of the American Association before a single arbitrator.

Costs of the Arbitration Process. The Costs included in the arbitration process shall be shared equally between parties.

Location of the Arbitration Process. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form.

Arbitrator's Decision. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator.

THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. PLEASE READ CAREFULLY PRIOR TO SIGNING.

Accepted By: 12/18/2004 [redacted] 12/18/2004 [redacted]

OASIS MOTORS, INC. / FORD

3698 ROUTE 9 SOUTH • PHONE (732) 591-1111
OLD BRIDGE, NJ 08857
SERVICE HRS: M-F 7:30 AM - 5:00 PM

www.oasisautocenter.com www.Fordservice@oasisautocenter.com

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

P & A CODE: 03604-3 (CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

SERVICE INSTALLED PARTS	MILEAGE OUT	
DATE INSTALLED MO. DAY YR.	DATE OUT	CROSS REFERENCE NUMBER
ACCRUED MILEAGE		
OMIT TENTHS	PROGRAM CODE	APPROVAL CODE OR NO. / COMMITMENT CODE
CROSS REFERENCE TO		

INVOICE TO [redacted]

STATEN ISLAND NY [redacted]
WORK: [redacted] HOME: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]
STATEN ISLAND NY [redacted]
WORK: [redacted] HOME: [redacted]
OCCUPATION: OWNER

94992

FOR OFFICE USE

TAG: [redacted] ADV: 158 WONDOLOSK INVOICE: QUOTE WAR W PW
MFG: 803604 TAX RULES: [redacted] NVOICED: 05/02/2005 18:22:10
ODOMETER IN: 4300 OUT: 4300 DIST: 1FA
DATES BEGIN: 05/02/05 DONE: 05/02/05

VEHICLE INFORMATION

VIN 1FTSW21505[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD CREW CAB BLUE
STOCK# [redacted]
DATES INSERVICE: 122304 PRODUCTION: 080704 SOLD: 121804

CONCERN 51 CUST ST TRANSMISSION HAS SHIFTING PROBLEMS
CAUSE X
CORRECTION REPLACED DEFECTIVE BULKHEAD HARNESS

OPERATION	TECH	HOURS	AMOUNT
X	121	.0	.00

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 4C3Z 7G276 AA			CONNECTOR	1	51.90	51.90
FMC 3C3Z 7Z276 AA			SEAL	1	2.61	2.61
FMC XT 6 QSP			FLUID - TRANSMISSION	7	3.47	24.29
PARTS: COUNT 9			ALLOWANCE: 59.90			

FACTORY TECH: 121 - 7685, TECH
COND CODE : X
FP-4C3Z7G276AA

TYPE: W

SUBTOTAL
PARTS 138.70
TOTAL CHARGE FOR CONCERN 138.70

CONCERN 52 CUST ST EXHAUST RATTLES
CAUSE X
CORRECTION NEUTRALIZED EXHAUST SYSTEM

OPERATION	TECH	HOURS	AMOUNT
X	121	.0	.00

FACTORY TECH: 121 - 7685, TECH
COND CODE : X

LINE AUTH: PW 050205 18:18

TYPE: W

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

CONCERN 54* CUST ST COOLANT LEAK
CAUSE X

OPERATION	TECH	HOURS	AMOUNT
X	121	.0	.00

PAGE 1

X CUSTOM

CUSTOMER COPY

PLAINTIFF'S EXHIBIT B

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ON LINE SERVICE INVOICING BY UCS © 1979

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SERVICE HRS: M-F 7:30 AM - 5:00 PM

www.oasisautocenter.com www.Fordservice@oasisautocenter.com

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

P & A CODE: 03604-3 (CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

SERVICE INSTALLED PARTS	MILEAGE OUT	
DATE INSTALLED MO. DAY YR.	DATE OUT	CROSS REFERENCE NUMBER
ACCRUED MILEAGE		
OMIT TENTHS	PROGRAM CODE	APPROVAL CODE OR NO. / COMMITMENT CODE
CROSS REFERENCE TO		

INVOICE TO [redacted] DRIVER/OWNER INFORMATION -- INVOIC[redacted]

[redacted]

FOR OFFICE USE

TAG: [redacted] ADV: 158 WONDOLOS INVOICED: 05/02/2005 18:22:10 PW 05 F-250 SD BLUE VEHICLE INFORMATION LICENSE NUMBER: [redacted]

CORRECTION REPAIRED COOLANT LEAK AT LOWER RADIATOR HOSE---REPLACED CLAMP

PART NUMBER		PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC VC	7 A			ANTI-FREEZE	1	7.50	7.50
FMC* D9AZ	8287 A			CLAMP - HOSE	1	.58	.58
PARTS: COUNT	2			ALLOWANCE:	6.14		

FACTORY TECH: 121 - 7685, TECH
COND CODE : X
FP-VC7A LINE AUTH: PW 050205 18:20

SUBTOTAL
PARTS 14.22
TOTAL CHARGE FOR CONCERN 14.22

TYPE: W

CONCERN 55* CUSTST CHECK ENGINE LIGHT IS ON
CAUSE X
CORRECTION REPAIRED CIRCUIT #391--HARNESS FOR 02 SENSOR
FACTORY TECH: 121 - 7685, TECH
COND CODE : X

OPERATION	TECH	HOURS	AMOUNT
X	121	.0	.00

LINE AUTH: PW 050205 18:20

TYPE: W

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE [redacted]
PARTS 152.92
TOTAL CHARGE 152.92

PAYMENT DISTRIBUTION FOR INVOICE [redacted]
TOTAL CHARGE 152.92

FAC WARRANTY 152.92

PREFERRED TREATMENT
ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:
DATE OPENED RO# DATES INVOICED
05/02/05 [redacted]
IF YOU HAVE ANY QUESTIONS - PLEASE SEE PAUL WONDOLOSKI
DID WE EARN YOUR 10? IF NOT PLEASE CALL YOUR
ADVISOR LISTED ABOVE.

X
CUSTOMER SIGNATURE

CUSTOMER COPY

ON LINE SERVICE INVOICING BY UCS © 1979

94992

Server Name : AWS Production- Claims loaded through 31-JAN-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21505E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	270704090788
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E172A 270704090788
```

Trace Trans Serial No:

```
A4522 050804A1M20063185C3P-7000-BB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	07-AUG-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	113058 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NJ
		Buyer St/Prov:	*
Arrival Date:	13-AUG-2004	**Red Carpet Lease:**	*
Sale Date:	18-DEC-2004	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	18-DEC-2004	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	18-DEC-2004	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAB - NON-LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNKLW - TRUE BLUE CC WB
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	5F714E0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AK - Pirelli
Delivery Type:	2	**Tire Brand:**	AHE751 - Scorpion STR 112S
Driveshaft Code:	D	**Tire Size:**	D3KCC - LT265/70/R17E A/S BSW
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	XLAHE7513004	**RF:**	XLAHE7513004
LR:	XLAHE7513004	**RR:**	XLAHE7513004
LI:	*	**RI:**	*
SPARE:	XLAHE7513004	**DOT Plant Manufacturer:**	XL - PIRELLA ; S.A. ; CAMPINAS ; *

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAC - DGAAC
Emission Cert Type:	5
Emission Decal Suffix:	MFF
Engine Family:	5FMXK054SF5

Any comments? You can contact



webmaster

Server Name : AWS Production- Claims loaded through 31-JAN-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 01-FEB-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 31-JAN-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-08-04	18-12-04	113058	USA	4	7T03	5C3Z	2C204	BA	S10	S10	V21	H19	28
AWS Claim Key:	672823	**Doc #:**	04821151		**Trx Code:**		1	**Labor Hrs:**		1.6	**Labor Cost:**		138.82	**Material Cost:**		51.25	**Total Cost:**		190.07				
Dlr Cd-Sub Cd:	03604-*	**Name:**	OASIS FORD				**Ph:**	732-5911111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	30-MAR-2005		**DIST(Mile):**	3480			
Cust Comments:	CUST ST ABS LIGHT IS ON																						
Tech Comments:	REPLACED HUB SENSOR DIAG AND REPLACE FRONT RIGHT ABS SENSOR CLSOED BY WPI																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-08-04	18-12-04	113058	USA	4	5C01	*	4602	*	S13	S05	V39	N51	33
AWS Claim Key:	672824	**Doc #:**	04821154		**Trx Code:**		1	**Labor Hrs:**		.4	**Labor Cost:**		34.7	**Material Cost:**		0	**Total Cost:**		34.7				
Dlr Cd-Sub Cd:	03604-*	**Name:**	OASIS FORD				**Ph:**	732-5911111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	30-MAR-2005		**DIST(Mile):**	3480			
Cust Comments:	CUST ST WHEN CUTTING WHEEL AND REVERSING BANGS WHEN YOU GO FORWARD																						
Tech Comments:	LUBE DRIVE SHAFT YOLKE REMOVE DRIVE SHAFT AND LUBRICATE CLOSED BY WPI																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-08-04	18-12-04	113058	USA	4	3A11	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	699735	**Doc #:**	04821157		**Trx Code:**		05B27	**Labor Hrs:**		7	**Labor Cost:**		607.32	**Material Cost:**		110.67	**Total Cost:**		1113.99				
Dlr Cd-Sub Cd:	03604-*	**Name:**	OASIS FORD				**Ph:**	732-5911111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	30-MAR-2005		**DIST(Mile):**	3480			
Cust Comments:	CUST ST FSA 05B27																						
Tech Comments:	RECALL 05B27 RNI TRANS, REPLACE SNAP RING CLOSED BY WPI																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-08-04	18-12-04	113058	USA	5	3A15	4C3Z	7G276	AA	S11	S11	V48	P59	28
AWS Claim Key:	836451	**Doc #:**	05117051		**Trx Code:**		1	**Labor Hrs:**		4	**Labor Cost:**		347.04	**Material Cost:**		138.68	**Total Cost:**		485.72				
Dlr Cd-Sub Cd:	03604-*	**Name:**	OASIS FORD				**Ph:**	732-5911111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	02-MAY-2005		**DIST(Mile):**	4300			
Cust Comments:	CUST ST TRANSMISSION HAS SHIFTING PROBLEMS																						
Tech Comments:	X REPLACED DEFECTIVE BULKHEAD HARNESS CLOSED BY WPI.																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-08-04	18-12-04	113058	USA	5	4C01	*	5230	*	S13	S05	V39	N51	07

AWS Claim Key: 836452 **Doc #:** 05117052 **Trx Code:** 1 **Labor Hrs:** .4 **Labor Cost:** 34.7 **Material Cost:** 0 **Total Cost:** 34.7
Dlr Cd-Sub Cd: 03604-* **Name:** OASIS FORD **Ph:** 732-5911111 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAY-2005 **DIST(Mile):**4300
Cust Comments: CUST ST EXHAUST RATTLES
Tech Comments: X NEUTRALIZED EXHAUST SYSTEM CLOSED BY WPI.

1FTSW21505E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-08-04 18-12-04 113058 USA 5 1F03 D9AZ 8287 A S11 S11 V45 L87 D4
AWS Claim Key: 836453 **Doc #:** 05117054 **Trx Code:** 1 **Labor Hrs:** .9 **Labor Cost:** 78.08 **Material Cost:** 14.22 **Total Cost:** 92.3
Dlr Cd-Sub Cd: 03604-* **Name:** OASIS FORD **Ph:** 732-5911111 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAY-2005 **DIST(Mile):**4300
Cust Comments: CUST ST COOLANT LEAK
Tech Comments: X REPAIRED COOLANT LEAK AT LOWER RADIATOR HOSE REPLACED CLAMP CLOSED BY WPI.

1FTSW21505[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-08-04 18-12-04 113058 USA 5 7S06 * 12B637 * S11 S11 V29 E29 28
AWS Claim Key: 836454 **Doc #:** 05117055 **Trx Code:** S07 **Labor Hrs:** 1.1 **Labor Cost:** 95.44 **Material Cost:** 0 **Total Cost:** 95.44
Dlr Cd-Sub Cd: 03604-* **Name:** OASIS FORD **Ph:** 732-5911111 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAY-2005 **DIST(Mile):**4300
Cust Comments: CUSTST CHECK ENGINE LIGHT IS ON
Tech Comments: X REPAIRED CIRCUIT #391 HARNESS FOR 02 SENSOR CLOSED BY WPI.

1FTSW21505E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-08-04 18-12-04 113058 USA 8 * * * * SXX SXX V00 * *
AWS Claim Key: 1589462 **Doc #:** 05974151 **Trx Code:** 05S33 **Labor Hrs:** .2 **Labor Cost:** 17.98 **Material Cost:** 4.45 **Total Cost:** 22.43
Dlr Cd-Sub Cd: 03604-* **Name:** OASIS FORD **Ph:** 732-5911111 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-AUG-2005 **DIST(Mile):**9012
Cust Comments: CUST STS RECALL,05S33 1.0
Tech Comments: RECALL 05S33 PERFORMED RECALL 05S33 REPLACED FUEL CLIP CLOSED BY WPI

1FTSW21505E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-08-04 18-12-04 113058 USA 8 4C01 * 5230 * S11 S11 V53 E42 33
AWS Claim Key: 1589463 **Doc #:** 05974152 **Trx Code:** 1 **Labor Hrs:** .9 **Labor Cost:** 80.89 **Material Cost:** 0 **Total Cost:** 80.89
Dlr Cd-Sub Cd: 03604-* **Name:** OASIS FORD **Ph:** 732-5911111 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-AUG-2005 **DIST(Mile):**9012
Cust Comments: CUST STS EXHAUST LEAK CHECK TO BE TIGHTEN 1.0
Tech Comments: REPAIRED EXHAUST LEAK REPAIRED EXHAUST LEAK IN VEHICLE FLANGE TO THE MANIFOLD CLOSED B

1FTSW21505[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-08-04 18-12-04 113058 USA 23 7S22 F2UZ 14526 P S11 S11 V29 E29 07
AWS Claim Key: 6525605 **Doc #:** 09437151 **Trx Code:** S07 **Labor Hrs:** .9 **Labor Cost:** 84.06 **Material Cost:** 1.97 **Total Cost:** 86.03
Dlr Cd-Sub Cd: 03604-* **Name:** OASIS FORD **Ph:** 732-5911111 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-NOV-2006 **DIST(Mile):**27073
Cust Comments: CUST ST ENGINE LIGHT STAYS ON
Tech Comments: CHECK ENFGIEN LIGHT EEC (QUICK TEST) DIAGNOSIS

1FTSW21505E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-08-04 18-12-04 113058 USA 23 5N01 5C3Z 3E651 D S13 S10 V89 N25 42
AWS Claim Key: 6494714 **Doc #:** 09437152 **Trx Code:** E84 **Labor Hrs:** 1.4 **Labor Cost:** 130.75 **Material Cost:** 30.76 **Total Cost:** 161.51

Dlr Cd-Sub Cd:	03604-*	**Name:**	OASIS FORD				**Ph:**	732-5911111	**St:** NJ	**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**06-NOV-2006		**DIST(Mile):**27073								
Cust Comments:	CUST ST AT 65 MPH HIT SMALL BUMP, FRONT END WENT CRAZY SHAKING AND SHIMMING. ADVISED BY A NY MECH THAT STEERING DAMPER WAS BAD																							
Tech Comments:	TSB 06 22 14 ADJUST TIRE PRESSURE, ROAD TEST, REPLACE STEERING DAMPER AND REROA																							

1FTSW21505[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-08-04	18-12-04	113058	USA	23	7A01	BXT	65	650	S09	S09	V19	C27	42	
AWS Claim Key:	6494715	**Doc #:**	09437154		**Trx Code:**		E83	**Labor Hrs:**		.7	**Labor Cost:**		65.38	**Material Cost:**		88.55	**Total Cost:**		153.93					
Dlr Cd-Sub Cd:	03604-*	**Name:**	OASIS FORD				**Ph:**	732-5911111	**St:** NJ	**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**06-NOV-2006		**DIST(Mile):**27073								
Cust Comments:	CUST ST MECH ST ALTERNATOR KEEPS PUTTING OUT DRAWING A HALF A AMP OF JUICE WITH THE BATTERY DISCONNECTED. VIEWED LOOSE WIRE UNSURE WHATS PURPOSE.																							
Tech Comments:	ALTERNATOR BATTERY TEST, CHARGE, AND RE TEST																							

Any comments? You can contact



webmaster



Craig Thor Kimmel, Esquire
Identification No. 57100
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]
Lopatcong, NJ [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 State of New Jersey, [redacted] Lopatcong, NJ [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address 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 June 16, 2005, Plaintiff purchased a new 2005 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTWW33P05E[redacted]

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

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 $52,871.60. 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. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Steering Wheel Vibrates and Vehicle Shimmies Over Bumps. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Bethlehem 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.

15. On or about June 16, 2005, 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.

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

17. 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 purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. 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.

19. 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.

20. 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.

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

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

23. 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.

24. 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.

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

26. 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).

27. 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

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

29. 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).

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

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

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

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

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

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

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

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

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

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

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

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

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. 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

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

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

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

48. 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."

49. 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.

50. 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.

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

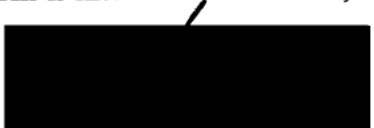
52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

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

54. 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: _____
CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

CITIZENS AUTOMOBILE FINANCE CORP.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number [redacted] JUNE 15, 2005

Buyer [redacted] LOPATCONG NJ [redacted]
(Print Full Name and Address of Principal Residence)

Co-Buyer:
(Print Full Name and Address of Principal Residence)

Creditor-Seller 2135 W UNION BLVD P O #4429 BETHLEHEM PA 18018-0429
(Print Full Name and Address)

WHO IS BOUND. You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due in this Contract. "I," "me" and "my" mean you and any Co-Buyer. "You" and "your" mean the creditor named above and any of its assignees that credit is assigned to ("Assignee"). "We" and "us" mean you and the creditor.

DESCRIPTION OF VEHICLE. You agree to buy and we agree to sell the following vehicle and, if used for an earth moving or yard use unit, that it will not be used on a highway.

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2005	FORD F-350 SD	SUPER CAB	1FTWW33P05E [redacted]	85/12

If truck or recreational vehicle, state the body type, GVWR or weight and major items of equipment sold.

This vehicle is being purchased primarily for ☐ personal, family or household, or ☐ business purposes.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of $
5.60 %	$ 5,413.10	$ 36,000.00	$ 41,671.60	$ 50,671.60

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	$	
59	$ 706.80	monthly beginning 07/15/2005
1	$ 706.60	06/15/2010

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

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

LATE FEES. If a payment is late, you will be charged a late fee of the greater of two percent of the unpaid amount of the payment or $ 10.00.

OTHER FEES.

ITEMIZATION OF THE AMOUNT FINANCED

1. Downpayment
   A. Trade-In Year [redacted] Make [redacted] Model [redacted]
   Gross Allowance $ N/A Less: Amount Owing $ N/A equals Net Trade-In $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-In and see excess as Price Owed for Trade Balance in Item 4D)
   B. Cash Downpayment $ 5,000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 3,000.00
   D. Total Downpayment (A plus B plus C) $ 8,000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D) $ 38,815.10 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below):
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 202.50
      2. Certificate of Title Fees $ 20.00
      3. Lien Recording Fees $ 20.00
      4. UCC Filing Fees $ 40.00
      5. Other (Specify) $ N/A

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT 4

D. Other Charges (Describe who will receive payment and purpose)

1. To _____ For Prior Credit or Lease Balance $ N/A
2. To _____ For _____ $ N/A
3. To _____ For _____ $ N/A
4. To _____ For _____ $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 337.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E) $ 33,152.60 (5)

6. Finance Charge $ 5,719.00 (6)

7. Time Balance $ 41,971.60 (7)

8. Payment Schedule: One payment of $ 747.86 and 59 payments of $ 747.86 each, beginning 07/15/2005 and due on the dates shown in the PAYMENT SCHEDULE above.

To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY. You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures above. You also promise to pay Finance Charge on the unpaid balance each day at the rate of 1/365th (0.2740%) in a loan year of the Annual Percentage Rate shown above on the unpaid balance of the Amount Financed. And also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE. This is a simple interest Contract. This means that the amount of the Finance Charge shown above is based on the assumption that you will make each payment on the day it is due. If you make payments after they are due, this greatly increases the Finance Charge. We divide each payment received into three parts: the part that pays Finance Charge, the part that reduces the amount you owe us, and the part that pays late charges. If you make payments before they are due, this greatly decreases the Finance Charge. We will send you a check for any amount over what you owe us. If you pay off early, you may be entitled to a refund of part of the Finance Charge. If any payment is more than 10 days late, we will charge you a late charge of 5% of the payment, or $5.00, whichever is less, but not more than $15.00. If any payment is returned unpaid, we will charge you $20.00 or more. There is a possibility that a subsequent payment of interest might be due if earlier payments were received after their due dates.

LOCATION OF VEHICLE. The vehicle will be kept at the above address of the Buyer, unless another address is listed below.

CREDIT INSURANCE. YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE, DEBT CANCELLATION, CREDIT ACCIDENT AND HEALTH INSURANCE OR ANY OTHER INSURANCE. YOU ARE NOT REQUIRED TO OBTAIN CREDIT INSURANCE. WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The purchase or cancellation of credit life insurance will not change the terms, rights, and conditions that may apply if you were approved for insurance. Buyer Initials

Credit Life Insurance: Pay your debt on this Contract up to $ N/A for a term of

Disability, Accident and Health (Buyer Only) in the amount of $ N/A for a term of

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is _____ of _____

Insurer's Office Address

Buyer Signature _____ Date JUNE 15TH, 2005 Co-Buyer Signature _____ Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING:

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our primary concern.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs [redacted] Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ [redacted] 6-15-05
Buyer's Signature Date

Creditor-Seller Signs _____ Date

➡ _____
(Co) Buyer's Signature Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

CUSTOMER COPY

CC21630 (10/04)

SUBURBAN
AUTO BODY & PAINT CO., INC.

[redacted]
ALLENTOWN, PA 18103

(610) 434-1814
Fax (610) 434-2179

FREE ESTIMATES
WE HONOR ALL
INSURANCE RATES

BETHLEHEM Ford

2135 W. UNION BLVD.
P.O. BOX 4429
(610) 867-8641
BETHLEHEM, PA 18018-0429
1-800-NEW FORD
APPOINTMENT HOTLINE (610) 861-0290
www.bethlehemford.com

SUBURBAN Ford

ROUTE 611 & 412
OTTSVILLE, PA 18942
(610) 847-2500
800-253-6366
www.suburbanfordpa.com

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE VEHICLE AND THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE.

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM
[redacted]				

ON BEHALF OF SERVICE DEALER HEREIN, I AUTHORIZE THE OPERATIONS CONTAINED HEREIN AS INDICATED, UNLESS OTHERWISE NOTED. I UNDERSTAND WHERE PERFORMED UNDER WARRANTY AT NO CHARGE TO OWNER, THERE WILL BE NO PROVISION FOR ANY ADDITIONAL CHARGES OR EXPENSES OF ANY KIND. I UNDERSTAND THAT ANY PARTS REMOVED OR REPLACED UNDER THE CLAIM ARE THE PROPERTY OF FORD MOTOR COMPANY AND WILL BE RETAINED FOR A PERIOD OF 30 DAYS FROM THE DATE OF PAYMENT NOTIFICATION BY THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

X [redacted]

INVOICE TO [redacted] INFORMATION INVOICE #: M92504

[redacted] NJ [redacted]
HOME: [redacted]

[redacted] NJ [redacted]

FOR OFFICE USE

ADV: 207 HENNINGER [redacted]

VEHICLE INFORMATION

LICENSE NUMBER: [redacted]

ODOMETER IN: 11006 OUT: 1[redacted]

[redacted] BLACK

SOLD: 061505

CONCERN 48:	CUSTOMER SATIS[redacted]			TECH HOURS	AMOUNT
CAUSE	RECALL			029 .2	
CORRECTION	INSTALL LABEL, IF NECESSAR[redacted]				
COMMENT	NOTIFICATION				
FACTORY		SSW: 0172			
	RO XREF #: 0000001	PROG CODE: 42	CONC CODE: A99	FAIL CODE: 42	
	FR-6C3Z3504A		PART AVAIL CH: 051105 08:25		

CONCERN 49:	CUSTOMER SATISFACTION PROGRAM			TECH HOURS	AMOUNT
CAUSE	RECALL			029 .7	
CORRECTION	[redacted]				
COMMENT	NOTIFICATION				
FACTORY		SSW: 0172			
	RO XREF #: 0000001	PROG CODE: 42	CONC CODE: A99	FAIL CODE: 42	
	FR-RECAL				

CONCERN 51	CUST STATES BAD STEERING WHEEL JERKAT[redacted] OVER BUMPS, HAPPENS AT HIGHER SPEEDS WHEN HITTING BUMPS			TECH HOURS	AMOUNT
			3504A	023 1.7	
CAUSE	EXCESSIVE PLAY				
CORRECTION	STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE				
51-1	PERFORM INSPECTION/EVALUATION ADJUST MESH LOAD REPLACE DAMPER		052201B	023 3.2	
51-2	SEND TO SERVICE TIRE TRUCK CENTER FOR WHEEL ALIGNMENT		05L	199	

PART NUMBER	NOTE	DESCRIPTION	QTY	SELL
		SERVICE TIRE	1	
FMC 6C3Z 3504 A		GEAR ASY - STEERING	1	
FMC 5L3Z [redacted]		ADJUSTER ASY	2	

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PAGE 1

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
13

SUBURBAN
AUTO BODY & PAINT CO., INC.
[redacted] BUSINESS PARK LANE
ALLENTOWN, PA [redacted]
(610) 434-1814
Fax (610) 434-2179

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APPOINTMENT HOTLINE (610) 861-0290
www.bethlehemford.com

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OTTSVILLE, PA 18942
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800-253-6366
www.suburbanfordpa.com

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE ITEM(S). THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM(S).

This [illegible] shall have limited to the exact labor time stated. Should Warranty Motors Corp. [illegible] of warranty time necessary for the performance of [illegible] which may [illegible] other work or [illegible] than the actual work done in any [illegible].

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

X DELIVER

INVOICE TO: [redacted] DRIVER/PHONE/LOCATION: INVOICE: C97504

LOPATCONG NJ 08865 NJ [redacted]
HOME: [redacted] HOME: (908) 437-3376

FOR OFFICE USE
ADV: 207 HENNINGER
ODOMETER IN: 11006 OUT:

VEHICLE INFORMATION
LICENSE NUMBER: PA [redacted]
[redacted] GRAN CAB BLACK
SOLD: 061505

			TECH HOURS	AMOUNT
CONCERN 52	CUST STATES PA		.023	.00
CAUSE	ORDER WARRANTY PART			
CORRECTION	SPECIAL ORDER PART			

PART NUMBER		QTY		
FMC 5C3Z 16720 NA	NAME PLATE	2	25.68	51.36
FMC 5C3Z 9942528 CA	NAME PLATE	1	17.02	17.02
		SUBTOTAL		
		PARTS TOTAL		68.38
		TOTAL CHARGE FOR CONCERN		68.38

TYPE: C

			TECH HOURS	AMOUNT
CONCERN 53	CUST STATES BAD STEERING WHEEL VIBRATION OVER [illegible]			
	SPEEDS WHEN HITTING BUMPS	05/2011	2.3	159.46
CAUSE	EXCESSIVE PLAY			
CORRECTION	CHECK CASTER, CAMBER, TOE AND [illegible]			

LABOR TOTAL	159.46
DISCOUNT	159.46-
TOTAL CHARGE FOR CONCERN	.00

TYPE: C

SUMMARY OF CHARGES FOR INVOICE [redacted]	
PARTS TOTAL	68.38
LABOR TOTAL	159.46
LABOR-DISCOUNT	159.46-
SUB-TOTAL	68.38
TAX	4.10
TOTAL CHARGE	72.48

PAYMENT DISTRIBUTION FOR INVOICE C97504	
TOTAL CHARGE	72.48
CASH TOTAL	72.48

PAGE 1

Approved Auto Repair

SUBURBAN
AUTO BODY & PAINT CO., INC.
[redacted] BUSINESS PARK LANE
ALLENTOWN, PA 18103
(610) 432-[redacted]
FAX: (610) 434-[redacted]

FREE ESTIMATES
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INSURANCE RATES

BETHLEHEM Ford
2135 W. UNION BLVD.
P.O. BOX 4429
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BETHLEHEM, PA 18018-0429
1-800-NEW FORD
APPOINTMENT HOTLINE (610) 861-0291
www.bethlehemford.com

SUBURBAN Ford
ROUTE 611 & 412
OTTSVILLE, PA 18942
(610) 847-2500
800-253-6366
www.suburbanfordpa.com

DISCLAIMER OF WARRANTY
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF [illegible] THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

This declaration affects any terms published in this Owner Warranty Guide, Owner Manual, and/or Warranty Quick Facts, which indicate an expiration time, mileage for the performance of specific services, and which may therefore be either more or less than the actual clock time in any given instance.

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

ON BEHALF OF THE UNDERSIGNED OWNER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE STATED, SERVICES PERFORMED, WERE PERFORMED UNDER WARRANTY AT NO CHARGE TO OWNER. THERE WAS NO AGREEMENT WITH THE APPLICANT OF THE SERVICE OR OTHERWISE TIRED ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM IS NOT CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR REVIEW FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

CUSTOMER'S SIGNATURE | DATE | DEALER, GENERAL MANAGER OR AUTHORIZED PERSON | DATE

INVOICE TO [redacted] DRIVER [redacted] INVOICE: [redacted]

FOR OFFICE USE

ADV: 207 HENNINGER INVOICED: 05/17/2006 16:03:50 CH 05 F-350 SD BLACK VEHICLE INFORMATION LICENSE NUMBER: PA [redacted]

FMC [illegible]

FACTORY

CORP CODE : L50
FP-[illegible]

[illegible] ION FOR INVOICE W97504

LABOR RATE $69.33 HR
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
ON [illegible]

P & A 01423

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CHRIS HENNINGER

PAGE 2
LAST PAGE

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SUBURBAN
AUTO BODY & PAINT CO., INC.
[redacted]
ALLENTOWN, PA [redacted]
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Fax (610) 434-2179

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1-800-NEW FORD
APPOINTMENT HOTLINE (610) 861-0890
www.bethlehemford.com

SUBURBAN Ford
ROUTE 611 & 412
OTTSVILLE, PA 18942
(610) 847-2500
800-253-6368
www.suburbanfordpa.com

DISCLAIMER OF WARRANTY

THE FACTORY WARRANTY CONTAINED ALL OF THE WARRANTIES WITH RESPECT TO THIS [illegible] THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE.

This [illegible] Ford Motor Company and Ford Motor Credit Company, [illegible] Ford Truck, which [illegible] for the period of [illegible] whichever occurs first, except for [illegible] or less than the actual cash [illegible] in any given instance.

TOTAL PARTS	TOTAL PAINT	TOTAL MISC	TOTAL LABOR	TOTAL CLAIM

ON BEHALF OF SERVICES RENDERED, I HEREBY AUTHORIZE THE REPAIRS AS CONTRACTED AND AUTHORIZE THE USE OF SUCH MATERIALS AS MAY BE NECESSARY FOR THE COMPLETION OF THE SAME. UNLESS OTHERWISE AGREED, I ALSO AUTHORIZE YOU TO OPERATE THE VEHICLE ON PUBLIC ROADS FOR THE PURPOSE OF TESTING AND INSPECTION. I AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO THE VEHICLE OR ANY PROPERTY IN IT WHICH MAY BE CAUSED BY FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL. A REPAIRMAN'S LIEN IS HEREBY ACKNOWLEDGED ON THE VEHICLE AND ALL PARTS THEREOF TO SECURE THE AMOUNT OF REPAIRS THERETO. NO WARRANTY OR GUARANTEE HAS BEEN GIVEN OR MADE BY ANY AGENT OR EMPLOYEE OF THIS COMPANY. ALL WORK IS GUARANTEED FOR 90 DAYS OR 4,000 MILES, WHICHEVER COMES FIRST, EXCEPT WHERE OTHERWISE NOTED. ALL CLAIMS MUST BE MADE WITHIN THIS TIME PERIOD AND ARE AVAILABLE FOR 10 DAYS FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

X

INVOICE TO [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

FOR OFFICE USE

ADV: 207 HENNINGE INVOICED: 05/17/2006 16:05:50 CH 05 F-350 SD BLACK

VEHICLE INFORMATION

LICENSE NUMBER: [redacted]

ATTENTION! THE FOLLOWING INVOICES ALSO EXIST:
WAR - WARRANTY

P & A 01423
IF YOU HAVE ANY QUESTIONS

PAGE 2
LAST PAGE

Denied

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SUBURBAN
AUTO BODY & PAINT CO., INC.

[redacted]
ALLENTOWN, PA 18103

(610) 434-1814
Fax (610) 434-2179

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1-800-NEW FORD (PA Only)
APPOINTMENT HOTLINE (610) 861-0290
www.bethlehemford.com

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM(S) AND THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM(S) ITEMS.

This dealership utilizes the hours published in the factory labor time guide. Chilton [redacted] for the [redacted] or loss [redacted]

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED UNDER WARRANTY AT NO CHARGE TO THE OWNER, THERE WAS NO PRIOR USE FOR THE PURPOSE OF THE VEHICLE OR OTHERWISE THAT ANY PARTS REPLACED UNDER THIS CLAIM HAS BEEN CONNECTED IN any WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. I AGREE TO RETAIN THIS CLAIM FOR A PERIOD OF ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

OWNER | DEALER, GENERAL MANAGER OR AUTHORIZED REPRESENTATIVE | DATE

---------- INVOICE TO ----------

[redacted]
PHILLIPSBURG NJ 08865
HOME: [redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted] ----------

[redacted]
PHILLIPSBURG NJ 08865

---------- FOR OFFICE USE ----------

ADV: 203 STAVROPOULOS

---------- VEHICLE INFORMATION ----------

LICENSE NUMBER: PA [redacted]
2ND BREW CREW BLACK
0013829
SOLD: 061505

ODOMETER IN: 17532 OUT: [redacted]

					TECH HOURS	AMOUNT
CONCERN 51	CUSTOMER STATES THAT [redacted]					
CAUSE	WEAK IN ONE DIRECTION			NT3E651	063	.4
CORRECTION	CK FRONT END AND REPLACE STERRING DAMPNER					
51-1	STEERING GEAR ADJUST IN CHASSIS ADJUST			3504C	063	1.4
TECH NOTES	CK FRONT END FOUND-STERRING DAMPNER HAS NO RESISTANCE IN ONE DIRECTIONREPLACE DAMPNER AND ADJ STERING GEAR BOX, ROAD TEST ON HIGHWAY AT 55 MPH DID NOT HAVE FRONT END OSILLATE, CUSTOMER PICK UP VEHICLE					

PART NUMBER	NOTE	DESCRIPTION	QTY	SELL
FMC 5C3Z 3E651 D		*DAMPER ASY	1	

FACTORY SS#: 9909
CONE CODE : N24 FATE CODE : 30
FP-5C3Z3E651D

PAYMENT DISTRIBUTION FOR INVOICE W04615

LABOR RATE $72.03 HR
P & A 01423
IF YOU HAVE ANY QUESTIONS - PLEASE SEE DEAN STAVROPOULOS

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SUBURBAN
AUTO BODY & PAINT CO., INC.

409 BUSINESS PARK LANE
ALLENTOWN, PA 18103

(610) 434-1814
Fax (610) 434-2179

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(610) 867-8641
BETHLEHEM, PA 18018-0429
1-800-NEW FORD (PA Only)

APPOINTMENT HOTLINE (610) 861-0290

www.bethlehemford.com

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

This dealership utilizes the hours published in the factory labor time guide, Chilton Manual, and/or Motors Crash Book, which reflects an average time requirement for the [redacted] more or less

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CH

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURAT
OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED UNDER WARRANTY AT NO CHARGE TO OWNER. T
NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLAC
THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPOR
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR I
BY REPRESENTATIVES OF FORD.

(SIGNED) _____ DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

---------- INVOICE TO ----------

[redacted]

PHILLIPSBURG NJ 08865

HOME: [redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: WO

[redacted]

PHILLIPSBURG [redacted]

HOME: [redacted]

---------- FOR OFFICE USE ----------

ADV: 203 STAVROPOU INVOICE: PRELIM WAS W OC VIN 1FTNW2[redacted] ---------- VEHICLE INFORMATION ----------

INVOICED: 11/29/2004 17:48:21 [redacted] LICENSE NUMBER: PA 069[redacted]

ODOMETER IN: 17532 OUT: 17532 LOCATION: FRT [redacted] CLASSIC AND CREW CAB - BLACK

[redacted] STOCK#: W0015829

DATES -IN SERVICE: 09/16/04 [redacted] SOLD: 09

CONCERN 51	CUSTOMER STATES THAT THE VEHICLE SHIMMIES OVER BUMPS AT HIGHWAY SPEED		OPERATION	TECH HOURS	AU
CAUSE	WEAK IN ONE DIRECTION		HT3E.51	063 .4	
CORRECTION	CK FRONT END AND REPLACE STEERING STABILIZER				
51-1	STEERING GEAR ADJUST IN CHASSIS - ADJUST		3994C	063 1.4	
TECH NOTES	CK FRONT END FOUND-STEERING DAMPNER HAS NO RESISTANCE IN ONE DIRECTIONREPLACE DAMPNER AND ADJ STERING GEAR BOX. ROAD TEST ON HIGHWAY AT 55 MPH DID NOT HAVE FRONT END OSILLATE. CUSTOMER PICK UP VEHICLE				
	PART NUMBER	NOTE	DESCRIPTION	QTY	SELL
	FMC 5C3Z 3E651 D		*DAMPER ASY	1	
FACTORY		SS#: 9999			
	CAUSE CODE : N24	FAIL CODE : 30			
	FP-5C3Z3E651D				

PAYMENT DISTRIBUTION FOR INVOICE NO

LABOR RATE $72.00 HR

P & A 01423

IF YOU HAVE ANY QUESTIONS - PLEASE SEE DEAN STAVROPOULOS

PA

CUST

Reynolds and Reynolds (ICS) 47823 Q (1006)

All Action Details for Issue

Print

VIN: 1FTWW33P05E[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case** [redacted]
Name: [redacted] **Owner Status:** Original **WSD:** 2005-06-15
Symptom Desc: STRG/HANDLING VIB./SHIMMY OVER BUMPS **Primary Phone:** [redacted]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 11/07/2006

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
Dealer: 01423 BETHLEHEM-SUB MTR SLS INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: MASON (FMASON16),FREDDIE **Analyst:** FMASON16
Action Date: 11/06/2006 **Action Time:** 10.01.38.383 **Action Data:** No

Comments CUSTOMER SAID: -THE VEH HAS BEEN REPAIRED 4 TIMES-WHEN THEY HIT A BUMP AT 65 MPH SHE LOSE CONTROL OF THE STEERING WHEEL-THE STEERING WHEEL WILL SHAKE UNTIL THE VEH STOPS-THIS HAS HAPPENED BEFORE-JUST PICKED THE VEH UP AND THE VEH IS STILL DOING THE SAME THING-THE DLRSHP TOLD THE CUST TO BRING THE VEH BACK IN-THE DLRSHP SAID THAT THE FSE LOOKED AT THE VEH AND THEY REPAIRED THE VEH TO FORD SPECS-VEH IS WITH THE CUST-CUST WANTS FORD TO BUY THE VEH BACKDEALER SAID: -THE DLRSHP SAID THAT THE FSE LOOKED AT THE VEH AND THEY REPAIRED THE VEH TO FORD SPECS-THE DLRSHP TOLD THE CUST TO BRING THE VEH BACK INBETHLEHEM - SUB MOTOR SALES INC2135 W UNION BLVD BETHLEHEM, PA 18018-0429TEL: (610) 867-8641CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A CUSTOMER CARE SPECIALIST TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD 'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY*** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.--OBC TO DLRSHP-SPOKE TO GARY S/M AND HE SAID THAT THERE IS A TSB OUT ON THE VEH-HE SAID THAT THIS IS THE FIRST TIME HE HAS HEARD THAT THE CUST IS HAVING A CONCERN-HE SAID THAT THE CUST CAN BRING THE VEH IN TO HAVE IT LOOKED AT

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01423 BETHLEHEM-SUB MTR SLS INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: BECERRA (MBECERR2),MELISSA **Analyst:** MBECERR2
Action Date: 11/07/2006 **Action Time:** 13.42.23.364 **Action Data:** No

Comments --CCST MISSY -EXT 7281-OBC TO DLR--(NOTE, PER DOCUMENTATION FSE AND TECH HOTLINE HAVE BEEN INVOLVED ALREADY)-SPOKE TO SM GARY REGARDING THIS -SM TOLD CUST TO COME IN FOR TSB REPAIR , AS THIS MAY RESOLVE-FSE WAS NOT THERE (THIS WAS INCORRECT IN PREVIOUS DOCUMENTATION)-CUST HAS NOT CALLED DLR BACK FOR APPOINTMENT-ADVISED SM I WILL CALL CUST AND ADVISE CUST TO MAKE APPT FOR THIS---OBC TO CUST----CUST STATES SHE WAS TOLD BY DLR THAT THIS TSB WAS PERFORMED BEFORE AND VEH IS STILL VERY UNSAFE-DOESNT NOT WANT TO DRIVE THIS VEH-THIS IS A LOYAL CUST WITH SEVERAL PREVIOUS FORDS AND HAVE NEER GONE THRU THIS-STATES THAT FRONT TIRES HAVE BEEN DESTROOYED BY THIS ISSUE AND DLR HAS PUT THEM ON REAR OF VEH . NOW CUST WILL NEED WHOLE SET OF NEW TIRES-CUST STATES SHE WILL MAKE AN APPOINTMENT FOR SVC BUT STILL DOESNT WANT THIS VEH-ALSO STATES SHE NEEDS A TRUCK FOR A RENTAL WHILE THIS IS BEING LOOKED AT -CCS ADVISED CUST OF TSB ADDRESSED IN 11/2005 PER RECORDS, BUT TO PLS MAKE APPOINTMENT AS PER REQUEST OF SM-CONTACT CCR WHEN VEH IS THERE FOR THIS TSB AND POSSIBLE INVOLVEMENT OF FSE-WILL LOOK INTO RENTAL VEH IF DLR HAS NO LOANER VEH-NOT A GARUNTEE OF VEH PROVIDED

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01423 BETHLEHEM-SUB MTR SLS INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 17000 MI

Comm Type: PHONE

Analyst Name: BECERRA (MBECERR2),MELISSA

Analyst: MBECERR2

Action Date: 11/10/2006

Action Time: 16.39.45.342

Action Data: No

Comments -CCST MISSY -EXT 7281-SPOKE TO GARY IN SVC WHO SAYS CUST IS WAITING TO SCHEDULE APPT WHEN LOANER IS AVAILABLE-WILL PROBABLY HAVE AN ESCAPE AVAILABLE NEXT WEEK (THOUGH CUST IS SEEKING A ICK-UP TRUCK LOANER)-CUST STILL TO CALL CCS WHEN VEH IS THERE

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01423 BETHLEHEM-SUB MTR SLS INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 17000 MI

Comm Type: PHONE

Analyst Name: BECERRA (MBECERR2),MELISSA

Analyst: MBECERR2

Action Date: 11/15/2006

Action Time: 16.30.38.841

Action Data: No

Comments -CCST MISSY -EXT 7281-OBC TO DLR--SPOKE TO SM GARY WHO SAYS CUST WAS TOLD THAT A LOANER THAT SHE CAN UTILIZE OF THE PREFERRED SIZE SHOULD BE AVAIABLE LATE TODAY OR TOMORRWO-CUST SHOULD BE COMING IN SOON TO PICK UP LOANER AND HAVE CONCERNS ADRESSED-WHEN VEH WAS THERE LAST, CUST DID NOT ALLOW DLR TO TEST DRIVE THOUROUGHLY AFTER REPAIRS AND INSISITED THAT CUST TEST IT LATER WITH HUSBAND-WILL ADDRESS CONCERNS AS SOON AS CUST COMES BACK IN

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01423 BETHLEHEM-SUB MTR SLS INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 17000 MI

Comm Type: PHONE

Analyst Name: BECERRA (MBECERR2),MELISSA

Analyst: MBECERR2

Action Date: 11/16/2006

Action Time: 13.46.42.257

Action Data: No

Comments -CCST MISSY -EXT 7281 -RECIEVED CALL FROM CUST--CUST STATES SM GARY HAS TOLD CUST HE WILL ARRANGE A DATE FOR FSE TO COME OUT AND THEN LET CUST KNOW-NO OTHER ARRANGEMENTS ARE BEING MADE IN THE MEANTIME-THIS WAS LAST WEEK AND CUST HAS HEARD NOTHING YET ABOUT THIS ENGINEER COMING OUT-CCS ADVISED CUST I WILL CALL DLR AND CLARIFY ARRANGEMENTS AND NEXT STEPS AND CALL BEFORE END OF BUSINESS TODAY WITH NEXT STEPS--OBC TO DLR----- SPOKE TO SM GARY WHO SAYS ESCAPE IS ALL THAT IS AVAILABLE OTHER THAN A SMALL VEH FOR LOANER-SM WILL ARRANGE MEETING WITH FSE WHEN VEH IS THERE -MAY NOT REQUIRE THIS, BUT IF SO, WILL ARANGE THIS WHEN VEH IS AT DLRSHP-SM MUST RUN COMPLETE TESTS HIMSELF AS CUST LAST TIME DID NOT ALLOW DLR TIME TO COMPLETE TESTS-CUST MAY COME IN ON MONDAY OR TUESDAY, BUT MUST CALL DLR 1ST-CUST UPSET ABOUT LOANER SIZE AND FEELS SHE SHOULD NOT HAVE TO GO BACK TO DLRSHP FOR SERVICE ANYMORE FOR THIS ISSUE-JUST WANTS VEH REPALCED AND WILL TAKE STEPS INDEPENDENTLY LEGALLY IF NEEDED, TO GET ANOTHER VEH-ADVISED CUST THAT WHETHER OR NOT FORD REPLACES THIS VEH, OUR GOAL IS TO SEE THAT EVERY EFFORT HAS BEEN AMDE TO REPAIR IT AMD CUST CAN FACILITATE THIS BY MAKING APPT WITH DLR AS REQUESTED-CUST SAYS SHE WILL SPEAK TO HUSBAND AND ATTY AND CALL CCS BACK TO ADVISE WHETHER SHE IS GOING TO TAKE VEH BACK TO DLRSHP OR HAVE ANYONE ELSE LOOK AT IT

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01423 BETHLEHEM-SUB MTR SLS INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 17000 MI

Comm Type: PHONE

Analyst Name: BECERRA (MBECERR2),MELISSA
Analyst: MBECERR2
Action Date: 11/17/2006
Action Time: 13.32.02.859
Action Data: No

Comments -CCST MISSY -EXT 7281-CUST CALLED CCS AND ADVISED THAT SHE IS CALLING DLR TODAY TO SEE ABOUT GETTING PICKED UP IN A LOANER VEH AS SHE IS AFRAID TO DRIVE VEH AT T HIS TIME AS CONDITION HAS GOTTEN WORSE-WILL UPDATE CCS WHEN VEH IS THERE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01423 BETHLEHEM-SUB MTR SLS INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI
Comm Type: PHONE
Analyst Name: BECERRA (MBECERR2),MELISSA
Analyst: MBECERR2
Action Date: 11/21/2006
Action Time: 13.41.01.035
Action Data: No

Comments --CCST MISSY -EXT 7281-OBC TO DLR--SPOKE TO SM GARY WHO SAYS CUST WAS SHEDULED TO HAVE LOANER YESTERDAY, BUT PREVIOUS BORROWER OF LOANER VEH DIDNT RETURN VEH YESTERDAY(-HAVE LEFT SEVERAL MSGS FOR THIS VEH TO BROUGHT BACK)-LOANERVEH MAY BE IN THIS AFTERNOON-SM GARY HAS ADVISED MRS. [redacted] OF THIS AND BOTH ARE AWAITING RETURN OF LOANER AS SM IS DROPPING IT OFF FOR CUST TO USE WHEN HE PICKS UP MRS [redacted] VEH FOR SVC

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01423 BETHLEHEM-SUB MTR SLS INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI
Comm Type: PHONE
Analyst Name: BECERRA (MBECERR2),MELISSA
Analyst: MBECERR2
Action Date: 11/24/2006
Action Time: 10.24.52.035
Action Data: No

Comments -CCST MISSY -EXT 7281--OBC TO DLR----SPOKE TO DEAN WHO SAYS LOANER HAS BEEN PROVIDED AND CUSTS VEH IS THERE-NO DUPLICATION OF CONCERN AS OF YET

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01423 BETHLEHEM-SUB MTR SLS INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI
Comm Type: PHONE
Analyst Name: BECERRA (MBECERR2),MELISSA
Analyst: MBECERR2
Action Date: 11/27/2006
Action Time: 15.40.33.654
Action Data: No

Comments --OBC TO DLR---LEFT MSG FOR ADVISOR HANDLING TO CALL CCST BACK REGARDING STATUS OF REPAIR-WILL STILL CALL CUST BY END OF BUSINESS ON WEDNESDAY

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01423 BETHLEHEM-SUB MTR SLS INC
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI
Comm Type: PHONE
Analyst Name: BECERRA (MBECERR2),MELISSA
Analyst: MBECERR2
Action Date: 11/28/2006
Action Time:
Action Data: No



Server Name : AWS Production- Claims loaded through 02-FEB-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 06-FEB-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 02-FEB-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	19-04-05	15-06-05	116204	USA	6	5N01	5C3Z	3E651	CA	S13	S10	V89	C50	42
AWS Claim Key:	2725203	**Doc #:**	09149850		**Trx Code:**		1	**Labor Hrs:**		3.2	**Labor Cost:**		221.86	**Material Cost:**		23.76	**Total Cost:**		245.62				
Dlr Cd-Sub Cd:	01423-*	**Name:**	BETHLEHEM-SUB MTR SLS INC		**Ph:**		610-8678641	**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	15-NOV-2005	**DIST(Mile):**	4979						
Cust Comments:	CUST STATES STEERING WHEEL SHIMMEYS AT AROUND 55 60 MPH.																						
Tech Comments:	SHIMMEY AS PER TSB05 2201 ADJ MESH LOAD ON STEERING BOX CHECKED ALL FRONT																						
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	19-04-05	15-06-05	116204	USA	11	*	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	5005488	**Doc #:**	09750448		**Trx Code:**		05B32	**Labor Hrs:**		.2	**Labor Cost:**		13.87	**Material Cost:**		0	**Total Cost:**		13.87				
Dlr Cd-Sub Cd:	01423-*	**Name:**	BETHLEHEM-SUB MTR SLS INC		**Ph:**		610-8678641	**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	10-MAY-2006	**DIST(Mile):**	11328						
Cust Comments:	CUSTOMER SATISFACTION PROGRAM																						
Tech Comments:	RECALL INSTALL LABEL, IF NECESSARY REMOVE FLUID																						
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	19-04-05	15-06-05	116204	USA	11	*	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	5005489	**Doc #:**	09750449		**Trx Code:**		05B35	**Labor Hrs:**		.7	**Labor Cost:**		48.53	**Material Cost:**		0	**Total Cost:**		48.53				
Dlr Cd-Sub Cd:	01423-*	**Name:**	BETHLEHEM-SUB MTR SLS INC		**Ph:**		610-8678641	**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	10-MAY-2006	**DIST(Mile):**	11328						
Cust Comments:	CUSTOMER SATISFACTION PROGRAM																						
Tech Comments:	RECALL RECALIBRATE CONTROL MODULES																						
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	19-04-05	15-06-05	116204	USA	11	5O01	6C3Z	3504	A	S13	S10	V89	C50	42
AWS Claim Key:	5005490	**Doc #:**	09750451		**Trx Code:**		1	**Labor Hrs:**		4.9	**Labor Cost:**		504.72	**Material Cost:**		735.5	**Total Cost:**		1240.22				
Dlr Cd-Sub Cd:	01423-*	**Name:**	BETHLEHEM-SUB MTR SLS INC		**Ph:**		610-8678641	**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	10-MAY-2006	**DIST(Mile):**	11328						
Cust Comments:	CUST STATES BAD STEERING WHEEL VIBRATION OVER BUMPS, HAPPENS AT HIGHER SPEEDS WHEN HITTING BUMPS																						
Tech Comments:	EXCESSIVE PLAY STEERING GEAR ASSEMBLY REMOVE AND INSTALL OR REPLACE																						

1FTWW33P05[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	19-04-05	15-06-05	116204	USA	11	6N04	5C3Z	16720	NA	S07	S07	V75 B66 70

AWS Claim Key:	5005491	**Doc #:**	09750452	**Trx Code:**	1	**Labor Hrs:**	0	**Labor Cost:**	39.6	**Material Cost:**	56.88 **Total Cost:** 96.48
Dlr Cd-Sub Cd:	01423-*	**Name:**	BETHLEHEM-SUB MTR SLS INC	**Ph:**	610-8678641	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**10-MAY-2006 **DIST(Mile):**11328
Cust Comments:	CUST STATES PAINT COMING OFF F 350 BADGES										
Tech Comments:	ORDER WARRANTY PARTS SPECIAL ORDER PART										

1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD–	T/E	A1	T/BE	T/YB	19-04-05	15-06-05	116204	USA	18	5N01	5C3Z	3E651	D	S13	S10	V89 N24 30

AWS Claim Key:	6572089	**Doc #:**	00461551	**Trx Code:**	E84	**Labor Hrs:**	1.8	**Labor Cost:**	129.65	**Material Cost:**	24.47 **Total Cost:** 154.12
Dlr Cd-Sub Cd:	01423-*	**Name:**	BETHLEHEM-SUB MTR SLS INC	**Ph:**	610-8678641	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**28-NOV-2006 **DIST(Mile):**17532
Cust Comments:	CUSTOMER STATES THAT THE VEHICLE SHIMMIES OVER BUMPS AT HIGHWAY SPEED										
Tech Comments:	CK FRONT END FOUND STERRING DAMPNER HAS NO RESISTANCE IN ONE DIRECTIONREPLACE DAMPNER AND ADJ STERING GEAR BOX. ROAD TEST ON HIGHWAY AT 55 MPH DID NOT HAVE FRONT END OSILLATE. CUSTOMER PICK UP VEHICLE										

Any comments? You can contact



webmaster



MFC

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

[redacted]

Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware Corporation
and ZUBEK MOTORS, INC., a Michigan Corporation,
Jointly and Severally,

Defendants.

_____/

CONSUMER LEGAL SERVICES, P.C.
STEVEN G. STANCROFF P-43939
MARK ROMANO P-44014
STEVEN S. TOTH P-44487
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

_____/

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Ypsilanti, Washtenaw County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Zubek Motors, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Oscoda, Iosco County, Michigan.

4. On or about October 20, 2005, Plaintiff purchased a 2006 Ford F-250, VIN: 1FTSX21506E[redacted] (hereinafter referred to as "2006 F-250"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2006 F-250 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2006 F-250 to the Manufacturer's authorized agents/dealers, including Seller, on at least seven (7) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2006 F-250 include the following:

Date	Mileage	Invoice#	Complaint
12/07/05	2,097	[redacted]	**STRUCTURAL DEFECT:** Glass broken, chipped, cracked, distorted, passenger top corner
01/20/06	2,573		**STRUCTURAL DEFECT:** Customer is getting a lot of dirt coming inside vehicle at bottom of all four doors to where its getting dirt on carpet and door sills; air leaks around all four doors, at 50 mph and up gets louder
04/27/06	5,211		**FRONT END/STEERING DEFECT:** Steering feels loose when going over bumps
05/02/06	5,375		**FRONT END/STEERING DEFECT:** Steering has excessive free play, wander, hard to keep in lane travels back and forth especially on expressway
05/15/06	5,934		**FRONT END DEFECT:** Noise in front end
06/01/06	6,629		**FRONT END/STEERING DEFECT:** Steering has excessive free play, wander; vehicle jumps and steers all over when hit bump while driving seems ok on expressway when happens steering wheel starts shaking
06/20/06	7,234		**FRONT END DEFECT:** Front end too stiff, hard to keep on the road; cd player inoperative; vibration 60-70 mph

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

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

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT; MCLA 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCLA 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCLA 257.1401(b).

12. The 2006 F-250 is a "motor vehicle" under the Lemon Law, MCLA 257.1401(d).

13. The 2006 F-250 is a "new motor vehicle" under the Lemon Law, MCLA 257.1401(e).

14. The express warranty given by Manufacturer, covering the 2006 F-250 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(c).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(f).

16. Plaintiff's 2006 F-250 has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers; and/or

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

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

18. Manufacturer's attempted repair was unsuccessful as the 2006 F-250 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2006 F-250 to the Plaintiff and/or prevent the 2006 F-250 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2006 F-250 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the full purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle not exceeding 10 cents per mile driven at the time of the initial report of the defect or condition or 10 percent of the purchase price, whichever is less. In addition, pursuant to MCLA 257.1403(2), the Manufacturer must pay off the balance on the retail installment contract.

C. Pursuant to MCLA 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. For prejudgment interest.

E. For such other and further relief as may be justified in this action.

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

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though fully restated and realleged.

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

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

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

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

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

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2006 F-250 to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

24. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS ($25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

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

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

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

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

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

(a) The Manufacturer and Seller represented to Plaintiff the 2006 F-250 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2006 F-250 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2006 F-250, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2006 F-250.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2006 F-250 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2006 F-250 to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2006 F-250 to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2006 F-250 to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

29. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

30. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 29 as though herein fully restated and realleged.

31. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

32. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

33. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

34. The 2006 F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

35. The 2006 F-250 was manufactured, sold and purchased after July 4, 1975.

36. The express warranty given by the Manufacturer pertaining to the 2006 F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

37. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

38. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2006 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT V
REVOCATION OF ACCEPTANCE

39. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 38 as though herein fully restated and realleged.

40. Plaintiff accepted the 2006 F-250 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

41. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

42. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

43. The nonconformities substantially impaired the value of the 2006 F-250 to the Plaintiff.

44. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2006 F-250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

45. Manufacturer and Seller have nevertheless refused to accept return of the 2006 F-250 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2006 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

46. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 45 as though herein fully stated and realleged.

47. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2006 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

By: [redacted]

MARK ROMANO P-44014
STEVEN S. TOTH P-44487
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

Dated: November 28, 2006

ATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

Purchase Date 10/20/2005

Invoice/Stock No.

Delivery Date 10/20/2005

[redacted] Invoice/Stock No.

Dealer ZUBEK MOTORS, INC.

Address 511 State St.

OSCODA

City IOSCO | State MICHIGAN | Zip Code 48750

Dealer License [redacted] | Sales Tax License [redacted] | Phone [redacted]

Vehicle Sold New ☐ Used ☐ Demo ☐ | Trade-In Yes ☒ No ☐

Trade-In Year 03 | Make FORD | Vehicle No. 1FTRX18L23N[redacted]

TEMPORARY VEHICLE REGISTRATION [redacted]

A4006

Expires On Month 06 Day 10 Year 06 | Months 9

☐ NEW PLATE ☐ RENEWAL ☒ TRANSFER

Year	Make	Body Style	Code	County
2006	FORD	PICKUP	3	81

Vehicle No. 1FTSX21506E[redacted] | Fee Category/Weight 26 | License Fee $0.00

Driver License No./PIDs of All Owners or Lessees
1) [redacted] 3)
2)

County of Residence WASHTENAW | Title $15.00

Complete Names and Addresses of All Owners or Lessors
[redacted]
YPSILANTI MI [redacted]

Tax $2,124.71 | Reg. Transfer Fee $98.00 | Total - Transfer to #4 $2,144.71

Complete Names and Addresses of All Lessees

Full Rights to Survivor Yes ☒ No ☐

Insurance Company SOUTHERN MI. INS. C | Policy No. or Binder No. [redacted]

First Secured Interest T&C FEDERAL CREDIT UNION | Filing Date 10/20/2005
Address 2525 TELEGRAPH RD SUITE 200
City-State Zip BLOOMFIELD HILLS MI 48302

Second Secured Interest | Filing Date 10/20/2005
Address
City-State Zip

VEHICLE USE AND HISTORY DISCLOSURE:

☐ POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ GOVERNMENT VEHICLE ☐ SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ TAXI ☐

ODOMETER MILEAGE

following section must be completed when odometer ...sure is required. The odometer mileage reading must ...h the mileage reading disclosed to the purchaser on the ...andor mileage statement.

0 0 0 1 2 7
NO TENTHS

☒ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

...ny Installed Accessories ☐ Factory List Affixed To Vehicle

...er Installed Accessories
...n Optional to Purchaser

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		$35,361.80
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		$0.00
3. TOTAL TAXABLE PRICE		$35,361.80
4. (Above total) SALES TAX - LICENSE - TITLE		$2,144.71
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		$0.00
6. TOTAL DELIVERED PRICE		$37,506.51
7. CASH ON DEPOSIT		935,506.51
8. CASH DUE ON DELIVERY INCL 2000 REB		$2,000.00
9. TRADE-IN	$15,002.86	
10. LESS LIEN	$15,002.86	
11. TOTAL DOWN PAYMENT		$37,506.51
12. UNPAID BALANCE TO BE FINANCED		$0.00
13. INSURANCE CHARGE*		$0.00
14. TOTAL AMOUNT OF FINANCE CONTRACT		$0.00

...ARKS:
...s a Separate Written Document Showing the Terms of Any Dealer Warranty or ...ce Contract is Furnished by the Dealer. ZUBEK MOTORS, INC., to the Purchaser. ... MOTORS, INC. Hereby Expressly Disclaims All Warranties, Either Express or ... Implied, Including Any Implied Warranty of Merchantability or Fitness for a Particular ... ZUBEK MOTORS, INC. Is Also Assuming Not Authorized ... Any Representation or Promise Made by Any Person That Is Not Contained in This ... Contract of Sale.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

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

Vince Anderson — Dealer's Signature | AGENT — Title

***TYPE OF INSURANCE**

WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan Law.

☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☐ GAP INSURANCE ☐

Temporary Registration No. | Temporary Fee Charged Yes ☐ No ☐

Salesperson VINCE ANDERSON

PURCHASER WARNING: DO NOT SIGN BLANK FORM

...chaser or lessee listed a[redacted] ...gistration or, if the lessee, applying for a registration. I certify my driver license is not suspended, ...certify that if a tax exemption is shown above it is valid.

X _____ Date
X _____ Date
X _____ Date

...Date | Purchaser's/Lessor's Signature(s) | Date | Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

EXHIBIT A

:STOMER # [redacted]

[redacted]

[redacted]

WORKORDER

PAGE 1

Atchinson Ford Sales, Inc.

9800 Belleville Road
Belleville, MI 48111
(734) 697-9161
http://www.atchinson.net

:SILANTI TWP, MI [redacted]

:ME: [redacted] BUS:

SERVICE ADVISOR: 9440 FORTIN, RONALD A

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
EY	06	FORD F-250	1FTSX21506E[redacted]		2573/	[redacted]

DEL DATE	PROD. DATE	WARR. EXP	PROMISED	PO	RATE	PAYMENT	INV. DATE
OCT05	DD30SEP05		17:00 20JAN06		0.00	CASH	

R.O. OPENED	READY	OPTIONS:
JAN2006 11:13		ENG:5.4_Liter_EFI

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
A	R-31		W	CUSTOMER IS GETTING ALOT OF DIRT COMMING INSIDE VEHL AT BOTTOMS OF ALL FOUR DOORS TO WHERE ITS GETTING DIRT ON CARPET AND DOOR SILLS.
B	R-31		W	CUSTOMER HEARS AIR LEAKS AROUND ALL FOUR DOORS AT 50 MPH DELIS WHEN YOU CAN HEAR IT GETS LOUDER THE FASTER YOU GO. ROAD TEST.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

	DATE	TIME	BY
REVISED ESTIMATE (1)			
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

EXHIBIT B

[redacted]

[redacted]

INVOICE

Atchinson Ford Sales, Inc.

9800 Belleville Road
Belleville, MI 48111
(734) 697-9161
http://www.atchinson.net

[redacted]

SILANTI TWP, MI [redacted]

PAGE 1

HM: [redacted] BUS:

SERVICE ADVISOR: 9440 RONALD A FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	06	FORD F-250	1FTSX21506E[redacted]		2573/2573	[redacted]

DEALER	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
7905	JS30SEP05		17:00 20JAN06		0.00	CASH	20JAN06

R.O. OPENED	READY	OPTIONS: ENG:5.4 Liter EFI
20JAN06	13:53 20JAN06	

JOB	CODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
					GETTING ALOT OF DIRT COMING INSIDE VEHICLE AT BOTTOMS OF			
					ALL FOUR DOORS TO WHERE ITS GETTING DIRT ON CARPET AND DOOR			
					RESOLVED IN LINE B			
					PART HAVE LITTLE MASTIC			
			C				0.00	0.00
			LABOR	0.00	OTHER	0.00	TOTAL LINE A	
					**********			
					TECH HEARS AIR LEAKS AROUND ALL FOUR DOORS AT 50 MPH UP 10 MILES			
					YOU CAN HEAR IT GETS LOUDER THE FASTER YOU GO ROAD TEST			
					CODE 07 BASEPART 21672 ADJUSTED BODY PATH DOOR STRIKERS DUE TO			
					PARTS OUT OF ADJUSTMENT ROAD TEST AFTER ADJUSTING DOORS NO AIR			
					DRIVER SIDE CAN NOT BE HEARD AFTER ADJUSTING DOORS			
					**********			

			STATEMENT OF DISCLAIMER	DESCRIPTION
	Dealer Reg. No.	Service Hours:	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT
	F101167	7:30 AM - 5:30 PM		PARTS AMOUNT
		MONDAY-FRIDAY		GAS, OIL, LUBE
				SUBLET AMOUNT
				MISC. CHARGES
				TOTAL CHARGES
				LESS INSURANCE
				SALES TAX
SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)			CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT

REPAIRS PROPERLY COMPLETED & CHECKED BY

X _____
AUTHORIZED REPRESENTATIVE

CUSTOMER COPY

GENE BUTMAN FORD SALES, INC.

2105 Washtenaw Avenue • Ypsilanti, MI 48197
Service Phone: (734) 482-7837
Body Shop Phone: (734) 482-7043
www.butmanford.com

[redacted]

[redacted] YPSILANTI MI [redacted]

VEHICLE IDENTIFICATION	MILEAGE IN	DATE IN/TIME	R.O. NO.
1FTSX21506E[redacted]	2097	12/07/05 15:16	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
06	FORD			00001

NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	PROMISED
		[redacted]			00/00/00	LR 1808	PARTS

LABOR RATE	DELIV.DATE	DELIV.MILES	SERVICE CONTRACT	EXPIR.DATE	EXP-MILES
8.00	00/00/00			00/00/00	

e Hours: Monday through Friday 7:00am - 6:00pm
Saturday 8:00am - 2:00pm

about our Service Specials!

I authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments. I hereby grant you permission to operate the vehicle herein on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.

X _____ ___CASH ___CHARGE

OP-CODE	LABOR INSTRUCTIONS
G02	GLASS BROKEN/CHIPPED/CRACKED/DISTORTED
A99	PASS TOP CORNER/

SHOWN BELOW ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE

DATE MILES S.A. OP-CODE TECH DESC OP-CODE TECH DESC OP-CODE TECH DESC

ED ON CURRENT MILEAGE THE MANUFACTURER RECOMMENDS THE FOLLOWING SERVICES

MONTH DESCRIPTION PRICE MILES MONTH DESCRIPTION PRICE

Customer Copy

ZUBEK MOTORS INC.
511 STATE ST.
OSCODA MI 48750
Phone #:(989) 739-3606
Fax #: (989) 739-7713
F147828

RO Number: WAR [redacted]
Service Advisor: 7176
Tag Number:
Ticket Date: 5/15/2006
Cash Out Date:
Ticket Type: Service Warranty
Vehicle Sold Date: 10/20/2005
Date and Time In: 5/15/2006 9:49:29 AM

Proposed Date - Time Completed: 5/15/2006 _ 5:00 PM

ranty Company Information
D MOTOR CO

Customer Information [redacted]
YPSILANTI MI [redacted]

Number: [redacted]

Number	Year	Make	Model	Serial Number	Mileage In	Mileage Out
86N	06	FORD	F250 SC	1FTSX21506E[redacted]	5934	5934

se Plate:

Customer Copy

Rpr Nbr	Hours		Requested Repair Description
6	1	0	- NOISE IN FRT END. ROAD TEST CORRECTION: BALANCE TIRES Mechanic License #: M167987
	2	0	- ALREADY HAD 2 ALIGNMENTS

ner Information
er: 213709
[redacted]
ANTI MI [redacted]

Total Deductible: $0.00

BOVE WORK STATED HAS BEEN COMPLETED!
D X [redacted]

Vehicle Sold Date: 10/20/2005

GENE BUTMAN FORD SALES, INC.

2105 Washtenaw Avenue • Ypsilanti, MI 48197
Service Phone: (734) 482-7837
Body Shop Phone: (734) 482-7043
www.butmanford.com

[redacted]

YPSILANTI MI [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FTSX21506E[redacted]	6629	06/01/06	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
06	FORD	F250	GRAY	[redacted]

ST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
	[redacted]	[redacted]			00/00/00	TD 3657	CASH

T.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE
78.00	00/00/00		6612	05/30/06	00/00/00

ou may be receiving a survey in the mail soon to rate oday's service visit. ***IF*** you cannot rate today's isit as "COMPLETELY SATISFIED" please let us know.

Thank you for giving Gene Butman Ford the opportunity to serve you. We appreciate your business and the CONFIDENCE you have placed in us...

S	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

H21 STEERING HAS EXCESSIVE FREE PLAY/WANDER
VEHICLE JUMPS AND STEERS ALL OVER WHEN HIT BUMP WHILE DRIVING
SEEMS OK ON EXPRESSWAY WHEN HAPPENS STEERING WHEEL STARTS SHAKING
CHECKED TIRE PRESSURES AND FOUND ALL SET TO 58-62 PSI
RESET ALL PRESSURES TO RECCOMENDED 75 PSI PER DOOR LABEL
TEST DROVE VEHICLE AND COMPARED RIDE TO A STOCK UNIT, NO DIFFERENCE.
NORMAL RIDE AND HANDLING FOR TRUCK WITH HEAVY DUTY SUSPENSION AND NO LOAD IN VEHICLE.
ADVISE CUSTOMER TO KEEP TIRES SET AT RECCOMENDED 75 PSI

H21 A99 1111

Line Total.....

TOTAL-AMOUNT NoCharge

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER

and Motorcraft parts and labor are warranted for 12 months or 12000 whichever comes first.

CUSTOMER SIGNATURE

State Registration No. P-102197

REPAIRS PROPERLY COMPLETED AND CHECKED BY:
All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. (P.A. 300)

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

GENE BUTMAN FORD SALES, INC.

2105 Washtenaw Avenue • Ypsilanti, MI 48197
Service Phone: (734) 482-7837
Body Shop Phone: (734) 482-7043
www.butmanford.com

[redacted]

[redacted]
PSILANTI MI [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FTSX21506E[redacted]	5375	05/02/06	[redacted] PART-CLOSE

YEAR	MAKE	MODEL	COLOR	TAG NO.
06	FORD	F250	GRAY	[redacted]

T.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
	[redacted]	[redacted]			00/00/00	99	CASH

LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE
78.00	00/00/00		5375	05/02/06	00/00/00

) may be receiving a survey in the mail soon to rate day's service visit. ***IF*** you cannot rate today's sit as "COMPLETELY SATISFIED" please let us know.

Thank you for giving Gene Butman Ford the opportunity to serve you. We appreciate your business and the CONFIDENCE you have placed in us...

E	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

H21 STEERING HAS EXCESSIVE FREE PLAY/WANDER
HARD TO KEEP IN LANE TRAVELS BACK AND FORTH ESPECIALLY ON XWAY
VERIFIED CUSTOMER CONCERN.INSPECTED FRT END.REMOVED L/F TIE ROD END
FROM STEERING KNUCKLE AND CHECKED L/F WHEEL SWING-CK FREE AND EASY.
REMOVED DRAGLINK END FROM PITMAN ARM AND CK R/F WHEEL SWING-CK TOO
STIFF.REMOVED R/F CAMBER CASTER SLUG.RE-INSTALLED SLUG AND RETORQUED
TO 69 FT/LB.REASSEMBLED AND RECK ALL OK.RD TESTED ALL OK

H21 A55 1680 W
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-AMOUNT NoCharge

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER

and Motorcraft parts and labor are warranted for 12 months or 12000 , whichever comes first.

CUSTOMER SIGNATURE

State Registration No. F-102197

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

GENE BUTMAN FORD SALES, INC.

2105 Washtenaw Avenue • Ypsilanti, MI 48197
Service Phone: (734) 482-7837
Body Shop Phone: (734) 482-7043
www.butmanford.com

[redacted]

[redacted]
PSILANTI MI [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FTSX21506E[redacted]	5211	04/27/06	[redacted] PART-CLOSE

YEAR	MAKE	MODEL	COLOR	TAG NO.
06	FORD			[redacted]

ST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
		[redacted]			00/00/00	MS 6781	CASH

T.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE
78.00	00/00/00		5211	04/24/06	00/00/00

u may be receiving a survey in the mail soon to rate day's service visit. ***IF*** you cannot rate today's sit as "COMPLETELY SATISFIED" please let us know.

Thank you for giving Gene Butman Ford the opportunity to serve you. We appreciate your business and the CONFIDENCE you have placed in us...

E	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

STEERING FEELS LOOSE WHEN GOING OVER BUMPS
VERIFIED CUSTOMER CONCERN.INSPECTED AND CK OASIS FOR TSB'S/SSM'.
FOUND TSB 05-22-1 TO MATCH CONCERN.PERFORMED TSB.CK ALL TORQUE SPECS
ON FRT END STEERING AND SUSPENSION BOLTS-CK OK.CK STEERING GEAR MESH
LOAD-CK QK,CK FRT TIRE PSI-FRT TIRES WERE AT 47.5PSI AND REAR TIRES
WERE AT 50PSI.ADJUSTED TIRE PSI TO 75PSI FRT AND REAR.CK FRT END ALIGN
MENT.FRT CASTER WAS AT 3.6 DEGREES ON L/F AND 3.7 DEGREES ON R/F.
LOWER CASTER BY PLACING 3/4 DEGREE CASTER ADJUSTER IN BOTH FRT STEER-
ING KNUCKLES.RECK CASTER TO BE 2.7DEGREES ON BOTH SIDES.RE-ADJUSTED
FRT TOE TO SPEC.RD TESTED ALL OK.

H21 A55 1680
5C3Z 3B440 DDD ADJUSTER ASY 2 W
Line Total.....

TOTAL-AMOUNT NoCharge

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER

d and Motorcraft parts and labor are warranted for 12 months or 12000 es, whichever comes first.

CUSTOMER SIGNATURE

State Registration NO. F-102197

REPAIRS PROPERLY COMPLETED AND CHECKED BY:
All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. (P.A. 300)

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

VARSITY FORD

3480 JACKSON RD. P.O. BOX 2507
ANN ARBOR, MICHIGAN 48106
(734) 996-3660

P & A CODE 02736-4
STATE REGISTRATION NO. F-133386

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	DAVE SCHULTZ 1200		06/27/06	[redacted]
	LABOR RATE / LICENSE NO. / MILEAGE		COLOR	
		7,234	/	
YPSILANTI, MI [redacted]	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	06/FORD TRUCK/F250/4 DOOR SUPER			
	VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
	1FTSX21506[redacted]			
	F.T.E. NO. / P.O.		R.O. DATE	
			06/20/06	
[redacted]	BUSINESS PHONE	COMMENTS		
			MO: 7234	

JOB# 1 CHARGES

LABOR

[redacted] STEERING/SUSPENSION TECH(S) 1104 WARRANTY
FT.END TOO STIFF// HARD TO KEEP ON THE ROAD// ADVISE TYLER
LEFT UPPER AND LOWER BALL JOINT BINDING CODE 41
R&R LEFT FRONT KNUCKLE PRESSED OUT OLD UPPER AND LOWER BALL
JOINTS AND REPLACED SEAL DAMAGED DURING REMOVALE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	5C3Z-3049-AB	JOINT ASY -		WARRANTY
	1	5C3Z-3050-AB	JOINT ASY -		WARRANTY
	1	5C3Z-3254-AA	SEAL ASY - 0		WARRANTY
			TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

[redacted] BODY ELECTRICAL TECH(S) 1112 WARRANTY
CD PLAYER INOP
42 DOES NOT OPERATE PROPERLY
R&R RADIO AND EXCHANGE RETEST OK
7234 MILES OUT

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

[redacted] STEERING COM DIAG TECH(S) 1104 1170 WARRANTY
VIBRATION 60-70 MPH
PERFORM NVH DIAG CHECK TIRE AND WHEEL RUNOUT OK CHECK TIRE
BALANCE FOUND ALL TIRES OUT OF BALANCE REBALANCE ALL TIRES
RECHECK OK

JOB# 3 TOTALS

[redacted] 0.00

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

TECHNICIAN CERTIFICATION

1104	EDWARD WEED	M230496 (7366)
1112	JEFFERY A. HAYDEN	M168500 (7794)
1170	MATTHEW MAEBECK	M228996 (2445)

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

SERVICE DEPT. HOURS
MONDAY - FRIDAY
7:00 AM - 6:00 PM

VARSITY FORD
3480 JACKSON RD. P.O. BOX 2507
ANN ARBOR, MICHIGAN 48106
(734) 996-3660

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. (P.A. 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 10:22am

SERVICE INVOICE

PAGE 1 OF 2

VARSITY FORD

3480 JACKSON RD. P.O. BOX 2507
ANN ARBOR, MICHIGAN 48106
(734) 996-3660

P & A CODE 02736-4
STATE REGISTRATION NO. F-133386

TOMER NO. [redacted]	ADVISOR DAVE SCHULTZ 1200	TAG NO. [redacted]	INVOICE DATE 06/27/06	INVOICE NO. [redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 7,234	COLOR /	STOCK NO.
PSILANTI, MI [redacted]	YEAR / MAKE / MODEL 06/FORD TRUCK/F250/4 DOOR SUPER		DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 1 F T S X 2 1 5 0 6 E [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.Y.E. NO.	P.	P. O. DATE 06/20/06		
[redacted]	BUSINESS PHONE	COMMENTS		NO: 7234	

TALS

NEXT RECOMMENDED SERVICE:
09/19/2006 / 10234 MI 00F0Z QUICK SERVICE

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

ANKS YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

SERVICE DEPT. HOURS
MONDAY - FRIDAY
7:00 AM - 6:00 PM

VARSITY FORD
3480 JACKSON RD. P.O. BOX 2507
ANN ARBOR, MICHIGAN 48106
(734) 996-3660

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act, (P.A. 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X

CUSTOMER COPY

[END OF INVOICE] 10:22am

SERVICE INVOICE

CONSUMER[SM] LEGAL SERVICES, P.C.
ATTORNEYS AND COUNSELORS
www.LemonAuto.com

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
CHRISTOPHER A. WINKLER
KARL P. HEIL

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX: (734) 261-4737

November 28, 2006

[redacted]
Tawas City, MI [redacted]

RE: 2006 Ford F-250
VIN: 1FTSX21506E[redacted]

Dear Mr. Zubek:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at Zubejk Motors, Inc. on or about October 20, 2005. [redacted] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby reject and/or revoke acceptance of the 2006 F-250 and is prepared to file suit to effect rejection, revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[redacted] intends to hold Zubek Motors, Inc. and Ford Motor Company, liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

EXHIBIT C

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX: (616) 452-2021

4680 W. HOUGHTON LAKE DRIVE
HOUGHTON LAKE, MI 48629
(989) 366-1006
FAX: (989) 366-4005

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439
(810) 603-2676
FAX: (810) 603-2677

Since the date [redacted] took delivery, the vehicle has been in for repairs on at least seven (7) different occasions and the vehicle has not been cured. Therefore, please contact my office to make arrangements for return of the subject vehicle in exchange for a refund of the purchase price plus all incidental and consequential damages. If I do not hear from you within 14 days, I will assume that you refuse to accept return of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for [redacted] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize him continued use of the vehicle to minimize his damages.

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

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

[redacted]

Steven S. Toth, Esq.

cc: [redacted]



Server Name : AWS Production- Claims loaded through 01-JAN-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21506E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-07]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	309052662080
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E173A 2309052662080
```

Trace Trans Serial No:

```
A4532 190905A1P20350686C3P-7000-BA
```

BUILD INFORMATION:

Region:	NA - #	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - #	**Prod Date:**	30-SEP-2005

SALE INFORMATION:

Region:	NA - #	**Selling Dealer:**	148605 - *
Country:	USA - #	**Selling Dlr St/Prov:**	MI
		Buyer St/Prov:	*
Arrival Date:	11-OCT-2005	**Red Carpet Lease:**	*
Sale Date:	20-OCT-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	20-OCT-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	20-OCT-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5A	**Paint:**	PNYSP - DARK SHADOW GRAY
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	6F714N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000ZH - EBONY	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	A	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	D	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDR213805	**RF:**	M3AHDR213805
LR:	M3AHDR213805	**RR:**	M3AHDR213805
LI:	*	**RI:**	*
SPARE:	M3AHDP213805	**DOT Plant Manufacturer:**	M3 - MICHELIN NORTH AMERICA ;INC. ;GREENVILLE ;SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	*
ESP Coverage(Time):	*	**Emission Decal Suffix:**	NSH
ESP Plan Year:	*	**Engine Family:**	6FMXK054SF5
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

1991

Server Name : AWS Production- Claims loaded through 01-JAN-2007

STANDARD CLAIMS LIST

AWS Online Report

Rnde:
Nte:kls are ihr's Server Name: AWS Production- Claims loaded through 01-JAN-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21506F[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	30-09-05	20-10-05	148605	USA	2	6V01	3C3Z	2503100	CB	S06	S06	V09	G02	D4

AWS Claim Key:	257977	**Doc #:**	054733A	**Trx Code:**	2	**Labor Hrs:**	0	**Labor Cost:**	75
Material Cost:	232.72	**Total Cost:**	307.72						
Dlr Cd-Sub Cd:	02964-*	**Name:**	GENE BUTMAN FORD SLS INC	**Ph:**	734-4828581	**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**
NA	**Repr Date:**	07-DEC-2005	**DIST(Mile):**	2097					

Cust Comments: PPED/CRACKED/DISTORTED

Tech Comments: PASS TOP CORNER/ HENDERSON GLASS INSTALLED WINDSHIELD STRESS CRACK PASS TOP

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21506[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	30-09-05	20-10-05	148605	USA	4	6J01	*	2821812	*	S12	S03	V11	R31	07

AWS Claim Key:	333577	**Doc #:**	032121B	**Trx Code:**	2	**Labor Hrs:**	1.1	**Labor Cost:**	87.35
Material Cost:	0	**Total Cost:**	87.35						
Dlr Cd-Sub Cd:	02731-*	**Name:**	ATCHINSON FORD SALES INC	**Ph:**	734-6979161	**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**
NA	**Repr Date:**	20-JAN-2006	**DIST(Mile):**	2573					

Cust Comments: CUSTOMER HEARS AIR LEAKS AROUND ALL FOUR DOORS AT 50 MPH UP IS WHEN YOU CAN HEAR IT.GETS LOUDER THE FASTER YOU GO.ROAD TEST.

Tech Comments: 2573 CODE 07 BASEPART 21812 ADJUSTED BOTH FRT DOOR STRIKERS DUE TO DOORS BEING OUT OF ADJUSTMENT ROAD TEST AFTER ADJUSTING DOORS NO AIR LEAKS FOUND WINDOW DRIP SHIELDS ONLY NOISE HEARD AFTER ADJUSTING DOORS

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21506F[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	30-09-05	20-10-05	148605	USA	7	5R02	*	3600	*	S10	S10	V87	H21	42

AWS Claim Key:	884295	**Doc #:**	059181A	**Trx Code:**	2	**Labor Hrs:**	2.3	**Labor Cost:**	179.93
Material Cost:	19.96	**Total Cost:**	199.89						
Dlr Cd-Sub Cd:	02964-*	**Name:**	GENE BUTMAN FORD SLS INC	**Ph:**	734-4828581	**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**
NA	**Repr Date:**	24-APR-2006	**DIST(Mile):**	5211					

Cust Comments: OOSE WHEN GOING OVER BUMPS

Tech Comments: VERIFIED CUSTOMER CONCERN.INSPECTED AND CK OASIS FOR TSB'S/SSM'. FOUND TSB 05 22 1 TO MATCH CONCERN.PERFORMED TSB.CK ALL TORQUE SPECS ON FRT END STEERING AND SUSPENSION BOLTS CK OK.CK STEERING GEAR MESH LOAD CK OK.CK FRT TIRE PSI FRT TIRES WERE AT 47.5PSI AND REAR TIRES WERE AT 50PSI.ADJUSTED TIRE PSI TO 75PSI FRT AND REAR.CK FRT END ALIGNMENT.FRT CASTER WAS AT 3.6 DEGREES ON L/F AND 3.7 DEGREES

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21506F[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	30-09-05	20-10-05	148605	USA	8	5K01	*	1007	*	S13	S10	V89	N22	42

AWS Claim Key:	980593	**Doc #:**	06437701	**Trx Code:**	2	**Labor Hrs:**	1.2	**Labor Cost:**	64.86
Material Cost:	0	**Total Cost:**	64.86						
Dlr Cd-Sub Cd:	02767-*	**Name:**	ZUBEK FORD OSCODA	**Ph:**	989-7393261	**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**
NA	**Repr Date:**	19-MAY-2006	**DIST(Mile):**	5934					

Cust Comments: NOISE AND VIBRATIONMN IN FRONT END
Tech Comments: CHECK OUT AND BALANCE TIRE,

1FTSX21506E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 30-09-05 20-10-05 148605 USA 9 5G02 5C3Z 3049 AB S10 S10 V87 H22 41

AWS Claim Key: 1369297 **Doc #:** 27881601 **Trx Code:** 2 **Labor Hrs:** 2.7 **Labor Cost:** 222.53 **Material Cost:** 155.56 **Total Cost:** 378.09

Dlr Cd-Sub Cd: 02736-* **Name:** VARSITY FORD **Ph:** 734-9962300 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-JUN-2006 **DIST(Mile):**7234

Cust Comments: FT.END TOO STIFF HARD TO KEEP ON THE ROAD ADVISE TYLER
Tech Comments: LEFT UPPER AND LOWER BALL JOINT BINDING CODE 41 R&R LEFT FRONT KNUCKLE PRESSED OUT OLD UPPER AND LOWER BALL JOINTS AND REPLACED SEAL DAMAGED DURING REMOVALE

1FTSX21506[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 30-09-05 20-10-05 148605 USA 9 7M01 * 18806 * S09 S09 V81 A16 42

AWS Claim Key: 1369296 **Doc #:** 27881602 **Trx Code:** 2 **Labor Hrs:** .6 **Labor Cost:** 49.46 **Material Cost:** 0 **Total Cost:** 49.46

Dlr Cd-Sub Cd: 02736-* **Name:** VARSITY FORD **Ph:** 734-9962300 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-JUN-2006 **DIST(Mile):**7234

Cust Comments: CD PLAYER INOP
Tech Comments: 42 DOES NOT OPERATE PROPERLY R&R RADIO AND EXCHANGE RETEST OK 7234 MILES OUT

1FTSX21506E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 30-09-05 20-10-05 148605 USA 9 5K04 * ALBAL * S13 S10 V89 N25 D9

AWS Claim Key: 1369295 **Doc #:** 27881603 **Trx Code:** 2 **Labor Hrs:** 1.9 **Labor Cost:** 156.6 **Material Cost:** 0 **Total Cost:** 156.6

Dlr Cd-Sub Cd: 02736-* **Name:** VARSITY FORD **Ph:** 734-9962300 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-JUN-2006 **DIST(Mile):**7234

Cust Comments: VIBRATION 60 70 MPH
Tech Comments: PERFORM NVH DIAG CHECK TIRE AND WHEEL RUNOUT OK CHECK TIRE BALANCE FOUND ALL TIRES OUT OF BALANCE REBALANCE ALL TIRES RECHECK OK

1FTSX21506E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 30-09-05 20-10-05 148605 USA 9 7M01 6C3T 18C815 AA S09 S09 V81 A07 42

AWS Claim Key: 1376571 **Doc #:** 08097501 **Trx Code:** 2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 225 **Total Cost:** 225

Dlr Cd-Sub Cd: 48915-* **Name:** VISTEON AFTERMARKET - U.S. **Ph:** *-* **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-JUN-2006 **DIST(Mile):**7234

Tech Comments: REQUESTING DEALER'S P/A CODE 02736

Any comments? You can contact



Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEY FOR PLAINTIFF

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

[redacted]
Cherry Hill, NJ [redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
CAMDEN COUNTY

CIVIL ACTION

NO [redacted]

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of New Jersey, [redacted] Cherry Hill, NJ [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about June 28, 2005, Plaintiff purchased a new 2005 Ford F250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW21P85E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

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 $39,426.06. 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.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

11. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

12. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

13. Lucas Automotive Group, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

14. On or about June 28, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

15. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

17. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

> a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

18. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

> a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
>
> (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
>
> (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
>
> b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

19. 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.

20. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

23. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: fuel smell in cabin, clanging noise from vehicle undercarriage, front end shimmy when going over bumps and smoke out of exhaust. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

24. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney 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

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

28. 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).

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

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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.

40. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. 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
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

51. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiff's vehicle, given the defect/condition, is worthless;

c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

[redacted]

Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

[redacted]

[redacted]

INVOICE

Holman Ford

MOUNT LAUREL
1301 ROUTE 73
MT. LAUREL, NJ 08054
(856) 866-0110
www.holmanauto.com

CHERRY HILL, NJ [redacted]
HOME: [redacted] BUS [redacted]

PAGE 1

SERVICE ADVISOR: 1381 ROBERT F BARBARINO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GRAY	05	FORD F250 PICKUP	1FTSW21P85E[redacted]		5966/5980	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28JUN05 IS	18JAN05	28JUN2008	WAIT 12OCT05			CASH	12OCT05

R.O. OPENED	READY	OPTIONS:
07:42 12OCT05	15:53 12OCT05	DLR:VO ENG:6.0_Liter AXL:3L

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STS SMELLS FUEL IN CABIN WHILE DRIVING WITH WINDOWS DOWN			
FS001 DIAGNOSE & ROAD TEST TO IDENTIFY CONDITION REPORTED			
896 TURK,JAMES LIC#: 4888			
IGS			(N/C)
CNV COULD NOT VERIFY CUSTOMERS CONCERN AT THIS TIME			
896 TURK,JAMES LIC#: 4888			
IGS			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
5966 CUST STS SMELLS FUEL WHILE DRIVING WHEN THE WINDOWS ARE DOWN XX RD TESTED VEHICLE XX DID NOT VERIFY CUSTOMER CONCERN XX PERFORMED VISUAL INSPECTION OF THE FUEL SYSTEM XX DID NOT VERIFY ANY FUEL LEAKS XX ALSO INSPECTED COMPLETE EXHAUST SYSTEM FOR POSSIBLE LEAKS XX DID NOT VERIFY ANY EXHAUST LEAKS XX CALLED OASIS XX CONTACT ID# 309 431 832 XX FOUND NO RELATED INFO ON CUSTOMER COMPLAINT XX RD TEST VEHICLE A 2ND TIME XX DID NOT VERIFY CUSTOMER CONCERN OF A FUEL ODOR XX, HAD FOREMEN INSPECT AND RD TEST XX CONCERN NOT DUPLICATED XX RECOMMEND CUSTOMER COME IN FOR A RD TEST WITH DRIVE TECH OR SHOP FOREMEN XX			
**********			
B CST STS WHEN VEH IS TURNED OFF HEARS A CLANGING NOISE FROM UNDERNEATH THE VEH--FROM EXHAUST SYSTEM			
EX000 INSPECTED VEHICLE XX			
896 TURK,JAMES LIC#: 4888			
IGS			(N/C)
CNV COULD NOT VERIFY CUSTOMERS CONCERN AT THIS TIME			
896 TURK,JAMES LIC#: 4888			
IGS			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
5974 CUST STS WHEN VEHICLE IS TURNED OFF HEARS A CLANGING NOISE FROM UNDER VEHICLE (POSSIBLE EXHAUST) XX COLD START VEHICLE XX SHUT DOWN			

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM--WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.

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

[redacted]

[redacted]

CHERRY HILL, NJ [redacted]
HOME: [redacted] BUS: [redacted]

INVOICE

PAGE 2

Holman Ford
MOUNT LAUREL
1301 ROUTE 73
MT. LAUREL, NJ 08054
(856) 866-0110
www.holmanauto.com

SERVICE ADVISOR: 1381 ROBERT F BARBARINO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GRAY	05	FORD F250 PICKUP	1FTSW21P85E[redacted]		5966/5980	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28JUN05 IS	18JAN05	28JUN2008	WAIT 12OCT05			CASH	12OCT05

R.O. OPENED	READY	OPTIONS:
07:42 12OCT05	15:53 12OCT05	DLR:VO ENG:6.0_Liter AXL:3L

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

VEHICLE COLD AND WARM AFTER RD TEST XX PERFORMED VISUAL INSPECTION
UNDER VEHICLE XX CK EXHAUST SYSTEM XX DID NOT DUPLICATE CONCERN XX
CALLED OASIS XX CONTACT ID# 309 431 832 XX FOUND NO RELATED INFO ON
CUSTOMER CONCERN XX HAD FOREMEN INSPECT AND RD TEST VEHICLE XX CONCERN
NOT VERIFIED XX CUSTOMER WILL NEED TO BRING VEHICLE IN WHEN CONCERN IS
HAPPENING OR IS OCCURING MORE OFTEN SO THAT IT CAN BE VERIFIED AND
DIAGNOSED PROPERLY XX
****
C CST STS WHEN GOING OVER BUMPS FRNT END SHIMMYS--AROUND 30-40 MPH
WHILE ON A COAST
CAUSE: 5980 42 XX CUST STS WHEN GOING OVER BUMPS THE FT END SHIMMYS XX
RD TEST VEHICLE XX FELT FT END SHAKE SOME WHEN GOING OVER BUMPS
XX PERFORM
042601A INSPECT/EVAULATION AND ADJUST MESH LOAD
896 TURK,JAMES LIC#: 4888
WP (N/C)
FC: H21 42
PART#: 3600
COUNT:
CLAIM TYPE:
AUTH CODE:
4888

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

5980 42 XX CUST STS WHEN GOING OVER BUMPS THE FT END SHIMMYS XX RD TEST
VEHICLE XX FELT FT END SHAKE SOME WHEN GOING OVER BUMPS XX PERFORMED
VISUAL INSPECTION XX NO VISUAL CONCERNS FOUND X CALLED OASIS XX CONTACT
ID# 309 431 832 XX FOUND TSB# 04-26-1 PERTAING TO CUSTOMER CONCERN XX
TSB STS THAT THE TSB PROCEDURE WILL HELP REDUCE STEERING WHEEL
OSCILLATION BUT SOME IS A NORMAL CHARACTERISTIC OF THE VEHICLE XX
PERFORMED TSB# 4-26-1 (6.0L DIESEL OP CODE 042601A) XX INSPECT
STEERING DAMPNER FOR LEAKAGE (NONE) XX CK ALL FT END COMPONENTS XX
PERFORMED STEERING GEAR MESH LOAD ADJUSTMENT XX CK TIRE PRESSURES AND
ADJUST TO SPEC XX NOTE : ALL 4 TIRES WERE SET TO 35 PSI XX VEHICLE

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

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

[redacted]

[redacted]

CHERRY HILL, NJ [redacted]
HOME: [redacted] BUS [redacted]

INVOICE

PAGE 4

Holman Ford

MOUNT LAUREL
1301 ROUTE 73
MT. LAUREL, NJ 08054
(856) 866-0110
www.holmanauto.com

SERVICE ADVISOR: 1381 ROBERT F BARBARINO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GRAY	05	FORD F250 PICKUP	1FTSW21P85E[redacted]		5966/5980	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	DATE	PAYMENT	INV. DATE
28JUN05 IS	18JAN05	28JUN2008	WAIT 12OCT05			CASH	12OCT05

R.O. OPENED	READY	OPTIONS:
07:42 12OCT05	15:53 12OCT05	DLR:VO ENG:6.0_Liter AXL:3L

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

Thank you for allowing Holman Ford to service your vehicle! Our goal is 100% customer satisfaction! We offer competitive prices, convenient hours, and high quality repairs!
Service is open Monday thru Saturday!
We are a Full Service & Tire center, and NJ Emission repair and Inspection Facility!

"LIMITED LABOR WARRANTY"

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DESCRIPTION	TOTALS
LABOR AMOUNT	28.20
PARTS AMOUNT	100.48
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	128.68
LESS INSURANCE	0.00
SALES TAX	7.72
PLEASE PAY THIS AMOUNT	136.40

[redacted] SERVICE INVOICE [redacted]

Ford **LUCAS** *Motor Company*

ROUTE 130 AT COLUMBUS ROAD / P.O. BOX 508
BURLINGTON, NEW JERSEY 08016
609-386-3100
www.lucasmotors.com

[redacted]

[redacted]
CHERRY HILL, NJ [redacted]

ADVISOR: GINA	TAG NO. [redacted]	INVOICE DATE: 12/12/05	[redacted]
LABOR RATE:	LICENSE NO.	MILEAGE: 8,254	COLOR: DARK STONE/
YEAR / MAKE / MODEL: 05/FORD TRUCK/S-DTY F-250/CREW CAB		DELIVERY DATE: 06/30/05	50
VEHICLE I.D. NO.: 1FTSW21P85E [redacted]		RECEIVED DRAWER NO.	PRODUCTION DATE
A.V.E. NO.	T.R.O. NO.	P.O. DATE: 12/08/05	DATE NOTIFIED
[redacted]	DATE COMP. PTD?	ZONE NO.	MILEAGE OUT: MO: 8263

LABOR & PARTS

JOB 1 ENGINE RECOMMENDED SERVICE CHECK OUT CODE INTERMIT
CUSTOMER STATES SMELL FUEL FROM VEHICLE WHEN SITTING AT LIGHT.
TECH TEST DROVE VEHICLE THAN BROUGHT INTO SHOP, LET RUN.
COULD NOT CONFIRM CONCERN. TECH INSPECTED FUEL LINES
NO LEAKS. TECH ADVISES FILL UP ATTENDENTS DID GET FUEL ON
FUEL CAP AREA AND PERHAPS THIS IS SORCE OF ODOR.
TECH COULD NOT VERIFY AT THIS TIME. RELEASE TO CUSTOMER

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
JERRY

TOTALS

* NEXT RECOMMENDED SERVICE:
* 02/02/2006 / 11263 MI 05F0Z10 OIL CHANGE

Payment Method

[] Cash []Check Check#.....

[] MC/Visa [] Amex [] Charge

By:.....

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANKS FOR USING OUR SERVICE DEPARTMENT.
BOB HUGHES SERVICE MANAGER
ELAINE DUGAS SERVICE ADVISOR
GINA MORALES SERVICE ADVISOR

CUSTOMER SIGNATURE

DUPLICATE INVOICE

ACCOUNTING COPY

[END OF INVOICE] 11:17am

SERVICE INVOICE

Ford LUCAS Motor Company

ROUTE 130 AT COLUMBUS ROAD / P.O. BOX 606
BURLINGTON, NEW JERSEY 08016
609-386-3100
www.lucasmotors.com

CUSTOMER P.O. [redacted]	ADVISOR GINA	TAG NO. [redacted]	INVOICE DATE 12/12/05
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 8,254
CHERRY HILL, NJ [redacted]	VEHICLE MODEL 05/FORD TRUCK/S-DTY F-250/CREW CAB		COLOR DARK STONE/
	VEHICLE I.D. NO. 1FTSW21P85E [redacted]		DELIVERY DATE 06/30/05
	A/T SERIAL	P.O. NO.	DELIVERY MILES 50
			PRODUCTION DATE
			R.O. DATE 12/08/05
[redacted]	CONCERN	DATE COMPLETED	STOCK NO.
			MILEAGE OUT MO: 8263

LABOR & PARTS----------

OP: 60FLUSH ENGINE, RECONDITION [illegible]
CUSTOMER STATES SMELL FUEL FROM VEHICLE WHEN SITTING AT LIGHT.
TECH TEST DROVE VEHICLE THAN BROUGHT INTO SHOP, LET RUN, COULD NOT CONFIRM CONCERN, TECH INSPECTED FUEL LINES NO LEAKS, TECH ADVISES FILL UP ATTENDENTS DID GET FUEL ON FUEL CAP AREA AND PERHAPS THIS IS SORCE OF ODOR.
TECH COULD NOT VERIFY AT THIS TIME, RELEASE TO CUSTOMER

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS----------
JERRY

TOTALS----------

* NEXT RECOMMENDED SERVICE: *
* 02/02/2006 / 11263 MI 05FOIL0 OIL CHANGE *

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

Payment Method
[] Cash []Check Check#.....
[] MC/Visa [] Amex [] Charge
By:.....

THANKS FOR USING OUR SERVICE DEPARTMENT
BOB HUGHES SERVICE MANAGER
ELAINE DUDAS SERVICE ADVISOR
GINA MORALES SERVICE ADVISOR

CUSTOMER SIGNATURE

DUPLICATE INVOICE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 11:17am

ALFRED DITORE

ENGINE OIL FLUSH

- Clean Your Engine From the Inside Out.
- Reduce Emissions.
- Improve Fuel Economy.
- Increase Performance.
- Keep the Inside of Your Engine Like New.

$89.95 Plus Tax

This coupon cannot be combined with any other offer.

Dealership Name: Lucas Motor Co Inc. R.O./Invoice No.: FOCS166824

Coupon Expires: June 30, 2006 H7

ALFRED DITORE

FREE BRAKE INSPECTION

Plus

10% Discount

Parts and Labor on any needed brake replacement, Rotors/Drum machining, or wheel bearing pack

Dealership Name: Lucas Motor Co Inc. R.O. / Invoice No.: FOCS166824

Coupon Expires: June 30, 2006 BR-3

[redacted]

CHERRY HILL, NJ [redacted]
HOME [redacted] BUS [redacted]

[redacted]

INVOICE

PAGE 1

Holman Ford

MOUNT LAUREL
1301 ROUTE 73
MT. LAUREL, NJ 08054
(856) 866-0110
www.holmanauto.com

SERVICE ADVISOR: 1381 ROBERT F BARBARINO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GRAY	05	FORD F250 PICKUP	1FTSW21P85E[redacted]		9998/10009	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28JUN05 IS	18JAN05	28JUN2008	16:30 25JAN06			CASH	26JAN06

R.O. OPENED	READY	OPTIONS:
07:18 25JAN06	16:41 26JAN06	DLR:VO ENG:6.0_Liter AXL:3L

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STS WHEN IDLING AT LIGHTS--SMELLS DIESEL FUEL--VERY STRONG--CAN NOT ROLL WINDOWS DOWN WHILE DRIVING CNV COULD NOT VERIFY CUSTOMERS CONCERN AT THIS TIME			
896 TURK,JAMES LIC#: 4888 CP		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
10009 CUST STS WHEN SITTING AT A TRAFFIC LIGHT WITH THE WINDOWS DOWN THE EXHAUST ODOR IS VERY STRONG XX CALLED OASIS XX CONTACT ID# 415 201 947 XX FOUND NO RELATED INFO XX RD TESTED VEHICLE IN THE MORNING AND IN THE AFTERNOON XX NO EXCESSIVE DIESEL ODOR VERIFIED XX HAD SHOP FORMEN INSPECT XX NO PROBLEMS FOUND XX			
**********			
B RECALL 05E15 EXHAUST PRESSURE SENSOR			
CAUSE: 9998 RECALL 05E15 XX PERFORMED RECALL 05E15 XX OP 05E15M XX REPLACED EP SENSOR AND REPROGRAMMED MODULES XX NEW CALIBRATION : 5U7A-12A650- 05E15M REPL EB SENSOR AND RECALIBRATE CONTROL MODULES			
896 TURK,JAMES LIC#: 4888 WPS			
1 5C3Z*9J460*A SENSOR ASY			(N/C)
FC: PART#: COUNT:			(N/C)
CLAIM TYPE: 05E15			
AUTH CODE: 4888			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
9998 RECALL 05E15 XX PERFORMED RECALL 05E15 XX OP 05E15M XX REPLACED EP SENSOR AND REPROGRAMMED MODULES XX NEW CALIBRATION : 5U7A-12A650-CUB			
**********			
C RECALL 59B01 ROAD TEST			
CAUSE: 9998 RECCALL 59B01 XX PERFORMED RECALL 59B01 XX RD TEST VEHICLE			

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT, SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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

[redacted]

[redacted]

[redacted]

CHERRY HILL, NJ [redacted]
HOME [redacted] BUS [redacted]

INVOICE

PAGE 3

Holman Ford

MOUNT LAUREL
1301 ROUTE 73
MT. LAUREL, NJ 08054
(856) 866-0110
www.holmanauto.com

SERVICE ADVISOR: 1381 ROBERT F BARBARINO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
GRAY	05	FORD F250 PICKUP	1FTSW21P85E[redacted]	[redacted]	9998/10009	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28JUN05 IS	18JAN05	28JUN2008	16:30 25JAN06			CASH	26JAN06

R.O. OPENED	READY	OPTIONS:
07:18 25JAN06	16:41 26JAN06	DLR:VO ENG:6.0 Liter AXL:3L

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		896	TURK,JAMES LIC#: 4888				
			WPS				(N/C)

FC: D50 82 PART#: NPP COUNT:
CLAIM TYPE:
AUTH CODE:
4888

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

9998 CUST STS WHITE SMOKE OUT OF EXHAUST ON INITIAL START UP XX COLD START VEHICLE XX VERIFIED SLIGHT PUFF OF WHITE SMOKE XX WDS HOOK-UP XX PERFORMED DIESEL QUICK TEST XX NO DTC'S IN MEMORY XX CALLED OASIS XX CONTACT ID# 415 201 947 XX FOUND NO INFO XX COLD START VEHICLE WITH SHOP FOREMEN XX AMOUNT OF SMOKE ON START UP IS NORMAL XX NO PROBLEMS FOUND XX

****

Thank you for allowing Holman Ford to service your vehicle! Our goal is 100% customer satisfaction! We offer competitive prices, convenient hours, and high quality repairs! Service is open Monday thru Saturday! We are a Full Service & Tire center, and NJ Emission repair and Inspection Facility!

"LIMITED LABOR WARRANTY"

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

Server Name : AWS Adhoc

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21P85E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-06]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	301056477372
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
EN200 1301056477372
```

Trace Trans Serial No:

```
A4532 101204A1N61179345C3P-7000-KB
```

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	18-JAN-2005

SALE INFORMATION:

Region: NA - ########## **Selling Dealer:** 116043 - *
Country: USA - ########## **Selling Dlr St/Prov:** NJ
Buyer St/Prov: *

Arrival Date:	25-JAN-2005	**Red Carpet Lease:**	*		
Sale Date:	28-JUN-2005	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	28-JUN-2005	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	28-JUN-2005	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/C - ATC AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5D	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	PN3ED - CHARCOAL BEIGE W/B #2
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000BY - MEDIUM PEBBLE	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151V3W - Contitrac TR 125/122S
Driveshaft Code:	D	**Tire Size:**	D3HBM - LT 275/70R18E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5151V3W5104	**RF:**	P5151V3W5104
LR:	P5151V3W5104	**RR:**	P5151V3W5104
LI:	*	**RI:**	*
SPARE:	P5151V3W4904	**DOT Plant Manufacturer:**	P5 -

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	*
ESP Coverage(Time):	*	**Emission Decal Suffix:**	*
ESP Plan Year:	*	**Engine Family:**	*
ESP Signature Date:			

Any comments? You can contact



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STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-APR-2006
Note: All Costs are in US Dollars Server Name: AWS Adhoc

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P85E[redacted]F7		T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	18-01-05	28-06-05	116043	USA	4	*	5R02	*	3600	*	S10	V87	H21	42
AWS Claim Key:	2162507	**Doc #:**	347117C		**Trx Code:**		2	**Labor Hrs:**		3.2	**Labor Cost:**		257.34	**Material Cost:**		0	**Total Cost:**		257.34				
Dlr Cd-Sub Cd:	01325-*	**Name:**	HOLMAN FORD-MOUNT LAUREL				**Ph:**	856-8660111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	12-OCT-2005		**DIST(Mile):**	5966		
Cust Comments:	CST STS WHEN GOING OVER BUMPS FRNT END SHIMMYS AROUND 30 40 MPH WHILE ON A COAST																						
Tech Comments:	5980 42 XX CUST STS WHEN GOING OVER BUMPS THE FT END SHIMMYS XX RD TEST VEHICLE XX FELT FT END SHAKE SOME WHEN GOING OVER BUMPS XX PERFORMED VISUAL INSPECTION XX NO VISUAL CONCERNS FOUND X CALLED OASIS XX CONTACT ID#[redacted] XX FOUND TSB# 04 26 1 PERTAING TO CUSTOMER CONCERN XX TSB STS THAT THE TSB PROCEDURE WILL HELP REDUCE STEERING WHEEL OSCILLATION BUT SOME IS A NORMAL																						

1FTSW21P85[redacted]F7		T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	18-01-05	28-06-05	116043	USA	5	*	6N04	5C3Z	16720	VA	S07	V75	B64	D4
AWS Claim Key:	2410401	**Doc #:**	348329A		**Trx Code:**		2	**Labor Hrs:**		.3	**Labor Cost:**		24.13	**Material Cost:**		21.53	**Total Cost:**		45.66				
Dlr Cd-Sub Cd:	01325-*	**Name:**	HOLMAN FORD-MOUNT LAUREL				**Ph:**	856-8660111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	02-NOV-2005		**DIST(Mile):**	6669		
Cust Comments:	INSTALL EMBLEM FLAKING SOP																						
Tech Comments:	6669 DS FRT F250 EMBLEM FLAKING CC CODE 42 CHKED OP DS FRT F250 EMBLEM FLAKING VERIFIED CONCERN X CHKED OASIS NO MESSAGES X TOOK DIGITAL PICTURES FOR APPROVAL X RECIEVED APPPROVAL X R&R DS FRT F 250 EMBLEM X																						

1FTSW21P85[redacted]F7		T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	18-01-05	28-06-05	116043	USA	8	*	*	*	*		SXX	V00	*	*
AWS Claim Key:	3312109	**Doc #:**	352664B		**Trx Code:**		05E15	**Labor Hrs:**		1	**Labor Cost:**		80.42	**Material Cost:**		117.18	**Total Cost:**		197.6				
Dlr Cd-Sub Cd:	01325-*	**Name:**	HOLMAN FORD-MOUNT LAUREL				**Ph:**	856-8660111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	25-JAN-2006		**DIST(Mile):**	9998		
Cust Comments:	RECALL 05E15 EXHAUST PRESSURE SENSOR																						
Tech Comments:	9998 RECALL 05E15 XX PERFORMED RECALL 05E15 XX OP 05E15M XX REPLACED EP SENSOR AND REPROGRAMMED MODULES XX NEW CALIBRATION : 5U7A 12A650 CUB																						

1FTSW21P85[redacted]F7		T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	18-01-05	28-06-05	116043	USA	8	*	*	*	*		SXX	V00	*	*
AWS Claim Key:	3312110	**Doc #:**	352664C		**Trx Code:**		59B01	**Labor Hrs:**		.3	**Labor Cost:**		24.13	**Material Cost:**		0	**Total Cost:**		24.13				
Dlr Cd-Sub Cd:	01325-*	**Name:**	HOLMAN FORD-MOUNT LAUREL				**Ph:**	856-8660111		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	25-JAN-2006		**DIST(Mile):**	9998		
Cust Comments:	RECALL 59B01 ROAD TEST																						

Tech Comments: 9998 RECCALL 59B01 XX PERFORMED RECALL 59B01 XX RD TEST VEHICLE XX ALL OK XX

1FTSW21P85E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	18-01-05	28-06-05	116043	USA	8	*	*	*	*	SXX	V00	*	*

AWS Claim Key:	3312111	**Doc #:**	352664D	**Trx Code:**	05B32	**Labor Hrs:**	.2	**Labor Cost:**	16.08	**Material Cost:**	0	**Total Cost:**	16.08				
Dlr Cd-Sub Cd:	01325-*	**Name:**	HOLMAN FORD-MOUNT LAUREL		**Ph:**	856-8660111	**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	25-JAN-2006	**DIST(Mile):**	9998		
Cust Comments:	RECALL 05B32 DE GAS BOTTLE FILL LEVEL																
Tech Comments:	9998 RECALL 05B32 XX PERFORMED RECALL 05B32 XX INSTALLED LABEL AND ADJUSTED COOLANT LEVEL XX																

Any comments? You can contact



webmaster



STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WILKES COUNTY

FILE NO. 07 CVS 1003

2007 JUL -6 P 2:21

[redacted]

Plaintiff,

WILKES COUNTY C.S.C.

BY RB

v.

VERIFIED COMPLAINT

FORD MOTOR COMPANY,
Defendant.

Plaintiff, complaining of the Defendant, allege the following cause of action:

1. Plaintiff is a citizen and resident of Wilkes County, North Carolina.

2. Defendant Ford Motor Company ("Ford") is a corporation organized and existing under the laws of the State of Delaware, with its registered agent for the purposes of receiving service of process being The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, 19801.

3. Defendant Ford is an automobile manufacturer which sells new automobiles to the general public through its authorized dealerships located across the United States of America and the State of North Carolina in particular. One such dealership is Parkway Ford, Inc. ("Parkway"), which is a Ford dealership located at 2104 Peters Creek Parkway, Winston-Salem, NC 27127.

4. Defendant, by selling new vehicles and other products to the general public within the State of North Carolina, has submitted itself to the jurisdiction of the North Carolina courts.

5. This Court has jurisdiction over the parties and subject matter of this action, and Wilkes County Superior Court is the appropriate venue for this action to take place.

6. On or about July 8, 2006 the Plaintiff purchased a 2006 Ford F350 truck (VIN number 1FDWF37P86E[redacted] (the "Truck") from the Defendant's authorized dealership, Parkway.

7. On that same day the Plaintiff signed a "North Carolina Simple Interest Vehicle Retail Installment Contract" (the "Purchase Contract") with Parkway, who immediately assigned its rights under said contract to Ford Motor Credit.

8. Under the terms of the Purchase Contract, the Plaintiff agreed to a purchase price of $43,022.39 for the Truck. From the original purchase price, Parkway

deducted $2,000.00 as a "Third Party Rebate Assigned to Creditor" and required Plaintiff to make a down payment of $4,000.00, which he paid at that time. Parkway then added license, title and registration fees of $183.30 and taxes of $1,279.30 to the contract price. Plaintiff also purchased Credit Disability Insurance for $1,817.12 and GAP insurance for $995.00, both of which were added to the contract price. After the additions and deductions described above, the final amount actually financed by the Plaintiff totaled $41,297.11.

9. Under the terms of the Purchase Contract, Plaintiff agreed to finance the net purchase price of $41,297.11 by making forty seven payments of $860.38 beginning on August 7, 2006 and one final payment of $859.25 on July 7, 2010. As of the date of this Complaint, Plaintiff has made twelve payments of $859.25 for a total of $10,311.00.

10. The Plaintiff was also given an express warranty that came with the Vehicle (hereinafter referred to as the "Warranty"). A true and accurate copy of the Warranty booklet is attached hereto as Exhibit "B" and fully incorporated herein.

11. Shortly after purchasing the Truck, Plaintiff noticed that the front end would shake severely and the steering wheel would shift uncontrollably when he would drive the Truck faster than 45 m.p.h. or when he would drive the Truck over bumps or roads with rough surfaces.

12. During the first week of November 2006 the Plaintiff was driving the Truck at a speed greater than 45 m.p.h. when the front end began to shake severely. At that time the steering wheel began to shift wildly and Plaintiff could no longer control the Truck. At that time the Plaintiff brought the Truck to a complete halt and drove it home at a low speed.

13. On or about November 9, 2006 the Plaintiff returned the Truck to Parkway to address the problem with the front end. At that time the Truck's odometer showed 9,522 miles. At that time the service department at Parkway tested and "retorqued" the steering components, checked the tire pressure, and adjusted the front wheel alignment. These services were performed under the Truck's warranty at no charge to Plaintiff and the Truck was returned to Plaintiff on that same day.

14. Shortly after having the Truck was repaired at Parkway on November 9, 2006, the Plaintiff experienced the exact same problems with the front end and steering mechanism of the Truck and Plaintiff returned the Truck to Parkway on November 16, 2006. At that time the Truck's odometer showed 10,472 miles. At that time the service technicians at Parkway told Plaintiff that they were unable to identify the source of the problem. They again checked the Truck under the Truck's warranty at no charge to Plaintiff and returned the Truck to Plaintiff on that same date.

15. After receiving no satisfactory assistance in repairing the problem with the front end and steering mechanism on the Truck, the Plaintiff took the Truck home and continued to drive it conservatively (at speeds less than 45 m.p.h.) during the months of

December 2006 and January 2007. However, in February 2007 the Plaintiff decided to attempt repairs for a third time at a different Ford dealership. On February 1, 2007 the Plaintiff took the Truck to Yadkin Valley Motor Company ("Yadkin Valley") in North Wilkesboro, North Carolina. At that time the odometer on the truck showed 18,707 miles. At that time the service department at Yadkin Valley checked the problem and adjusted the Truck's steering damper, all of which was covered under the Truck's warranty at no charge to Plaintiff.

16. On February 14, 2007 the Truck was still experiencing the same problems, and the Plaintiff returned it to Yadkin Valley again, where it was checked and adjustments were made once again. The Truck was returned to Plaintiff on that same date.

17. Two days after retrieving the Truck on February 14, 2007, Plaintiff experienced the exact same problems with the front end and steering mechanism and took the Truck back to Yadkin Valley on February 17, 2007. At that time the odometer on the Truck showed 20,379 miles. At that time the service department at Yadkin Valley inspected the Truck and ordered a new steering stabilizer and steering damper assembly, which were delivered on February 19, 2007. On February 19, 2007 Plaintiff returned the Truck to Yadkin Valley and the new steering stabilizer and steering damper assembly were installed. The services and parts on February 17 and 19 were covered under the Truck's warranty at no charge to Plaintiff. The Truck was returned to Plaintiff on February 19, 2007.

17. Three days after retrieving the Truck on February 19, 2007, Plaintiff again experienced the exact same problems with the front end and steering mechanism and took the Truck back to Yadkin Valley on February 23, 2007. At that time the odometer on the Truck showed 20,947 miles. On this occasion the service department at Yadkin Valley once again checked the tire pressure, the steering damper, and verified the torque on the steering component. Again, all work was performed under the Truck's warranty at no charge to Plaintiff. The Truck was returned to Plaintiff on that same day, at which time Plaintiff was told that Yadkin Valley had done everything they could do to fix the problem.

18. After taking the truck to Yadkin Valley on February 23, 2007 and getting no satisfactory result, Plaintiff resolved that the Truck had an incurable problem, that the Truck was a lemon, and that he desired to exercise his rights under North Carolina's "New Motor Vehicles Warranty Act" and return the Truck to the manufacturer (Ford) for a refund. In early April 2007 the Plaintiff contacted Ford and spoke with a customer representative named "Debbie" who instructed him to return the Truck to Yadkin Valley to verify the nonconformity. Plaintiff returned the Truck to Yadkin Valley at that time, where it was test driven by an employee from Yadkin Valley's service department. Plaintiff then met with Yadkin Valley's service advisor, Todd Shoemaker, who verified that the Truck did continue to shake at higher rates of speed.

19. After returning the Truck to Yadkin Valley for verification of the nonconformity, the Plaintiff again experienced severe and uncontrollable shaking in the front end and steering column of the Truck.

20. On April 11, 2007 the Plaintiff, through the undersigned, contacted the Defendant and gave notice of the Truck's nonconformity and demanded that Defendant take action to properly repair the Truck within 15 days. A true and accurate copy of said notification letter is attached hereto as Exhibit "C" and fully incorporated herein. On April 26, 2007 the undersigned received a reply letter from the Defendant's employee, Jeff Schwagle, stating that Defendant was "unable to offer any assistance" to the Plaintiff. A true and accurate copy of said letter is attached hereto as Exhibit "D" and fully incorporated herein.

21. Plaintiff has presented the Truck to Defendant's authorized dealerships with the same nonconformity on six occasions but the same nonconformity continued to exist.

22. The nonconformity and defects to the Truck described in this Complaint all occurred within 12 months of the Plaintiff accepting delivery of the Truck and prior to 24,000 miles appearing on the Truck's odometer.

23. Plaintiff, who is a logger by profession, purchased the Truck as a business vehicle. Plaintiff was forced to shut down his business each time the Truck was out service due to repairs – a total of eight different occasions.

24. Plaintiff opts to return the Truck to the Defendant and receive a refund as opposed to accepting a comparable new motor vehicle as allowed by the North Carolina New Motor Vehicle Warranties Act.

25. Under the provisions of the North Carolina New Motor Vehicle Warranties Act, N.C. Gen. Stat. § 20-351.3, Plaintiff is entitled to a refund of $50,553.11, as follows:

(a) The full contract price of $47,297.11, which includes the following:

(i) Total amount financed of $41,297.11 (including license, title, and registration fees, taxes, credit disability insurance, and GAP insurance);

(ii) Third party rebate assigned to creditor of $2,000.00;

(iii) Down payment made by Plaintiff of $4,000.00;

(b) All finance charges incurred by Plaintiff, if any, after he first reported the nonconformity to Defendant's authorized dealer on November 9, 2006.

(c) Fuel costs for driving the Truck to and from Parkway in Winston-Salem, North Carolina on two occasions, totaling $56.00;

(d) Loss of business profits due to the truck being out of commission on six different business days, totaling $3,200.00.

26. Under N.C. Gen. Stat. 20-351.3(c), the Defendant is entitled to a "reasonable allowance" for Plaintiffs' use of the vehicle. "Reasonable allowance" is presumed to be the purchase price of the vehicle multiplied by a fraction having as its denominator 100,000 miles and its numerator the number of miles attributed to the consumer up to date of the third repair attempt, or 18,707 miles on February 1, 2007. The total sale price for the Truck was $47,297.11. Therefore, the Defendant is entitled to a "reasonable allowance" of $8,947.87 (18,707 ÷ 100,000 = .18707 X $47,297.11 = $8,947.87).

27. The total monetary damages suffered by Plaintiff, giving credit for the "reasonable allowance" due to Defendant, is **$41,605.24** ($50,553.11 - $8,947.87 = $41,605.24).

28. The Plaintiff has spoken with Defendant's agent directly about the Truck's nonconformity, and the undersigned has written a letter to the Defendant regarding this matter which was met with a response from Defendant stating that they intend to do nothing to help the Plaintiff. Defendant has unreasonably refused to comply with the provisions of N.C. Gen. Stat. § 20-351.3. Therefore, Plaintiff is entitled to a trebling of his damages herein pursuant to N.C. Gen. Stat. § 20-351.8(2), for a total of **$124,815.72** ($41,605.24 X 3 = $124,815.72).

29. The Defendant has unreasonably failed or refused to fully resolve the matter which constitutes the basis of this action as described herein. As such, the Plaintiff is entitled to an award of his reasonable attorney's fees under N.C. Gen. Stat. § 20-351.8(3)(a).

WHEREFORE, Plaintiff prays for the following relief:

1. Monetary damages in the amount of $41,605.24 as a result of Defendant's violations of N.C. Gen. Stat. § 20-351.3;

2. A trebling of said amount to $124,815.72 ($41,605.24 X 3 = $124,815.72) pursuant to N.C. Gen. Stat. § 20-351.8(2);

3. An award of Plaintiffs' reasonable attorney's fee pursuant to N.C. Gen. Stat. § 20-351.8(3)(a);

4. That the costs of this action be taxed to the Defendant;

5. For a jury trial on all issues so triable;

6. For such other and further relief for Plaintiff as this Court deems appropriate.

This the 6th day of July, 2007.

McElwee Firm, PLLC

[redacted]

William H. McElwee, IV
Attorney for Plaintiffs
State Bar No. 29345
906 Main Street
North Wilkesboro, NC 28659
Tel: (336) 838-1111
Fax: (336) 838-5069

1-800-727-7000

Ford Credit

www.fordcredit.com

(Buyer (and Co-Buyer) Name and Address (including County and Zip Code))

[redacted]

NORTH WILKESBORO [redacted]

SELLER/CREDITOR (Seller Name and Address)

FARKAS FORD, INC.
2101 PETERS CREEK PARKWAY
WINSTON SALEM, NC 27127

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.
If this is a personal use contract as indicated below, then this sale is a CONSUMER CREDIT SALE.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW		2006 FORD	F350 TK	1FDWF37P[redacted]	☑ Personal ☐ Agricultural ☐ Commercial

Trade-in _____ Year and Make $ N/A Gross Allowance $ N/A Amount Owing

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price		$ 43022.39 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	$ 2000.00	
Cash Down Payment	$ 4000.00	
	$ N/A	
Trade-in (description above)	$ 0.00	
Total Down Payment		$ 6000.00 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)		$ 37022.39 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees $ 183.30		
(ii) for filing fees $ N/C		
(iii) for taxes (not in Cash Sale Price) $ 1179.70		$ 1467.00
To Insurance Companies for:		
Credit Life Insurance		$ N/C
Credit Disability Insurance		$ 1817.12
		$ N/A
		$ N/A
To [redacted] for		$ N/A
To FORD for GAP		$ 995.00
To _____ for		$ N/A
To _____ for		$ N/A
To _____ for		$ N/A
Total		$ 4274.72 (4)
5. Amount Financed (3 plus 4)		$ 41297.11 (5)

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.
CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit
☐ Life N/A Insurance Company
$ N/A Premium
Insured(s)
You want Credit Life Insurance.
_____ Buyer Signs
_____ Co-Buyer Signs

Credit
☐ Disability CONSECUTIVE PLRS (1) E Insurance Company
$ 1817.12 Premium
LARRY THOMAS KILBY Insured(s)
You want Credit Disability Insurance.
_____ Buyer Signs
_____ Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
N/A	$ N/A
By _____	
	$ N/A
By _____	

You want the optional insurance for which premiums are included above.
_____ Buyer Signs
_____ Co-Buyer Signs

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is [redacted]

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit including your downpayment
0.00 %	$ 0.00	$ 41297.11	$ 41297.11	of $ 6000.00 $ 47297.11

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due ☑ Monthly ☐ Semi-Annually ☐ Annually
47	860.38	starting 08/07/2006
1	859.25	DUE 07/07/2010

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or $8.00, whichever is less.
Contract: Please see this contract for additional information on servicing, interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or $50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs [redacted]

Co-Buyer Signs X _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Signs [redacted] Co-Buyer Signs X _____

Seller _____ By X _____ Title _____
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

A. Late Charge: If you fail to make any payment (except the final payment) within 10 days after it is due, you will pay a late charge of 5 percent of the late payment. The actual finance charge you agree to pay will depend on your payment pattern. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less amounts. Unless prohibited by law, any payment will be credited first to the contract rate interest part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:
1 The vehicle and all parts or other goods put on the vehicle;
2 All money or goods received for the vehicle; and
3 All insurance premiums and service contracts financed by you.
This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle, unless 90 days from the date of this contract, you get detailed instructions on how to obtain any warranty and Buyer's rights to a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

D. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.
You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

E. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other products. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain returns of unearned charges or refunds of what you owe. If the Creditor has a refund on insurance, service contracts or other contracts, the Creditor will subtract it from what you own. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

F. Returned Check Charge: Creditor may charge and You agree to pay a processing fee of $25.00 for each check that is dishonored for insufficient funds or no account with the Bank.

G. Default: You will be in default if:
1 You do not make a payment when it is due; or
2 You give false or misleading information on your credit application relating to this contract; or
3 Your vehicle is seized by any local, state, or federal authority, and is not promptly and unconditionally returned to you; or
4 You file a bankruptcy petition or one is filed against you; or
5 You do not keep any other promise in this contract.
If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

H. Applicable Law: You agree that this contract will be governed by the laws of the state of North Carolina.

I. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of this motor vehicle. If any part of this contract is not valid, all other parts may valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

J. Assignment: Creditor may assign this contract. Creditor may sell or transfer the vehicle. Creditor may transfer insurance rights and duties. Creditor may give to others information about you or this contract. Creditor may report to others your payment history. Creditor may report to others if you default.

K. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

L. Consumer Reports: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

M. Applicable Law: You agree that this contract will be governed by the laws of the state of North Carolina.

N. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of this motor vehicle. If any part of this contract is not valid, all other parts may valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To induce the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each a "Party") may choose at any time (including after a lawsuit is filed, to have any Claim related to the contract checked by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope or validity of the clause, or arbitrability of any issue; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract).

RIGHTS YOU AND WE AGREE TO GIVE UP
If either you or we choose to arbitrate a Claim, then you and we agree to give up the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without limiting any other rights we may have: 1) Right to file, move or respond to a small claims action in court; 2) Right to seek remedies from a court of law; 3) Right to take any actions to self-help remedies, repossession and 4) Right to obtain from a court of law — now whether the arbitrator

[redacted]

EXHIBIT A

www.ownerconnection.com

Designed with Ford owners in mind, this site features updated information on vehicle service, special offers and Ford-sponsored events in your community.

June 2005
Fourth Printing
Warranty Guide

Ford
Motor Co.

2006 model year Warranty Guide

EXHIBIT
13

Ford Cars and Light Trucks
(except Focus)
2006 model year

Warranty Guide

Your satisfaction is our #1 goal. If you have questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
(TDD for the hearing impaired:
1-800-232-5952)
www.customersaskford.com

In Canada:

Customer Relationship Centre
Ford Motor Company
of Canada, Limited
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)
www.ford.ca

In Caribbean, Central America, Israel and Sub-Saharan Africa:

Ford Motor Company
Worldwide Direct Market Operations
Attention: Owner Relations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: wdmocac@ford.com

In Puerto Rico and Virgin Islands:

Ford Motor Company
Caribbean Inc.
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: (787) 782-5959
Fax: (787) 781-8975
E-mail: prcac@ford.com

In Middle East & North Africa:

Ford Middle East & North Africa
Customer Relationship Center
API World Tower 17th Floor
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3327299
E-Mail: menacac@ford.com

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2006-model E-350 Livery Van equipped with the Livery Service Package or a 2006-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2006-model car or light truck. If you bought a previously owned 2006-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-23).

Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (pages 4-7), except that Ford Motor Company provides the New Vehicle Limited Warranty in Alaska, Illinois, Louisiana, Minnesota, Montana, New Hampshire, New Jersey, New York, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin. This list is accurate as of the publishing date of this guide. If you are interested in verifying the warranty provider for your vehicle, please call the Customer Relationship Center at 1-800-392-3673. Where it is the warranty provider, Ford Motor Vehicle Assurance Company will use Ford Motor Company as its agent. The warranty coverage you receive and your dealer's handling of any warranty-covered repair will be the same regardless of the warranty provider.

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint Corrosion, or Emissions Coverage.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call **1-800-392-3673 (FORD)** to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Worldwide Direct Marketing Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The new vehicle limited warranty for your 2006-model vehicle

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only express warranty from Ford that applies to your vehicle. Ford and the Ford Motor Vehicle Assurance Company neither assume nor authorize any other person or entity to assume for it any other obligation or liability in connection with your vehicle or this warranty.

Ford, Ford Motor Vehicle Assurance Company and your dealer are not responsible for any time that you lose, for any inconvenience you might be caused, for the loss of your transportation, or for any other incidental or consequential damages you may have.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold); or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes).

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 11-23.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-428-3718.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 26 of this booklet.

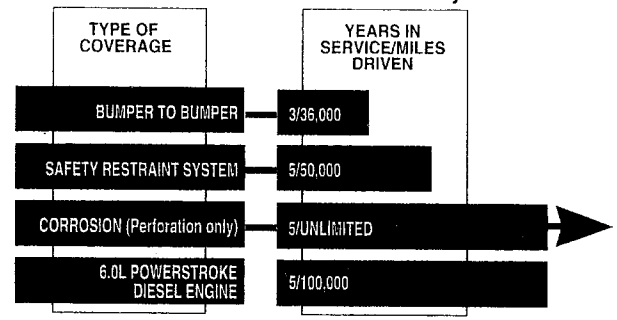
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 5-7)
➡ **What is Not Covered?** (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 6.0L Power-Stroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or

conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle.

During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

6.0L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers the direct injection diesel engine and engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a $100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers the engine and these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-23.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a "certified" emissions part) or any part (Ford or non-Ford) designed for "off-road use only" installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components, and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Some maintenance and wear items have limited coverage, as follows:

- wiper blade replacements are not covered beyond 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever occurs first
- Brake pad/lining replacements are not covered beyond 12 months or 18,000 miles, whichever occurs first

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn-out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Vehicle Limited Warranty
- any Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty.
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 28)

4. In addition...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program Ford will cover:

- towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- flat tire change
- fuel delivery
- jump starts
- lock-out assistance

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty, but the Program's time period runs concurrently with Bumper to Bumper Warranty Coverage (three years or 36,000 miles, whichever occurs first). If you need towing after Bumper to Bumper Coverage has ended, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call **1-800-241-3673 (FORD), 24 hours a day, 365 days a year.**

For daily rental units that must be towed because a covered part has failed during the Bumper to Bumper Warranty period, Ford will cover towing to the nearest Ford Motor Company dealership.

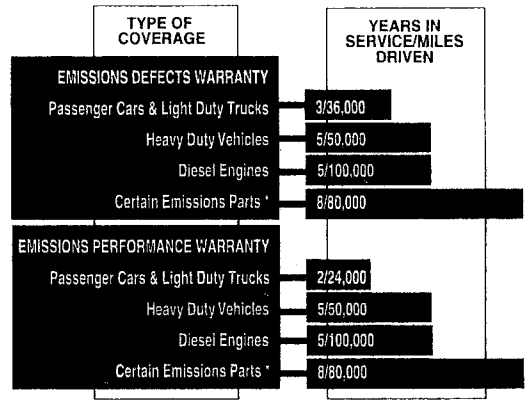
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Catalytic converters, Powertrain Control Module (PCM), Electronic Emissions Control Unit (ECU), Transmission Control Module (TCM), onboard emissions diagnostic device, and Natural Gas Vehicle (NGV) module (Bi-fuel/CNG) for passenger cars and light-duty trucks only.

For full details on emissions control coverage, see:

- ➡ **Emissions Defect Warranty** (page 12)
- ➡ **Emissions Performance Warranty** (pages 12-13)
- ➡ **What is Covered?** (pages 13-15)
- ➡ **What is Not Covered?** (page 15)

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from defects in factory-supplied materials or workmanship that could prevent it from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of defective emissions-related parts listed under **What is Covered?** on pages 13-15.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8,500 pounds or less
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emission control unit, and transmission control module;
  - — 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (vehicles with a gross vehicle weight over 8,500 pounds)
  - — 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts;
  - — 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

See WHAT IS COVERED for list of covered parts.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8,500 pounds or less
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emission control unit, and transmission control module;
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (vehicles with a gross vehicle weight over 8,500 pounds)
  - — 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts;
  - — 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

These parts are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

List of Parts Covered by Emissions Warranties For Cars, Light Duty Trucks and Heavy Duty Vehicles

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter
- Cold Start Enrichment System
- Cold Start Fuel Injector (1)
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Emissions Control Unit (ECU)

- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Sensor (1)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (1)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Powertrain Control Module
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- NGV module (Bi-fuel/CNG)

(1) Flex Fuel vehicle only

List of Parts Covered for 5 Years or 100,000 Miles (whichever occurs first) by Emissions Warranties for Diesel Engines

- Air Flow Sensor
- Air Fuel Feedback Control System and Sensors
- Cold Start Enrichment System
- Electronic Engine Control Sensors and Switches
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Fuel Injection System
- Intercooler Assembly - Engine Charger
- Powertrain Control Module (PCM)
- Turbocharger Assembly

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first).

Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

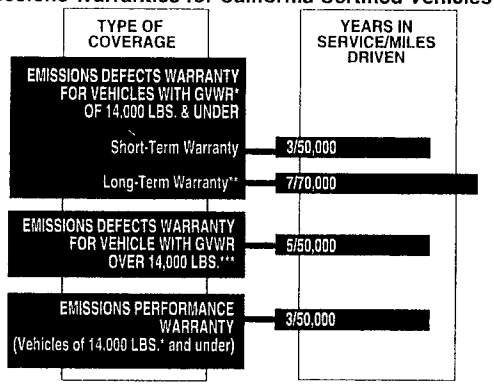
6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the coverage Ford Motor Company provides under the emissions control warranty to owners of vehicles certified for sale in California, (your Vehicle Emissions Control Information label will indicate certified for sale in California or conforms to California regulations) **and** registered in California, Maine, Massachusetts, New York or Vermont. Also, diesel engine vehicles over 14,000 pounds (GVWR) registered in Maine, Massachusetts, or Pennsylvania qualify for California emissions warranty coverage. This coverage is in addition to Federal Emission warranties (Page 11). There are four warranties:

- Short-Term Defects Warranty (vehicles of 14,000 lbs.* and under)
- Long-Term Defects Warranty (vehicles of 14,000 lbs.* and under)
- Defects Warranty (vehicles over 14,000 lbs.*)
- Performance Warranty (vehicles of 14,000 lbs.* and under)

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California.
***Diesel engine vehicles are covered for 5 years or 100,000 miles.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 17-21)
➡ **Performance Warranty** (page 17)
➡ **What Is Covered?** (pages 19-21)
➡ **What Is Not Covered?** (page 21)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

(Applicable if your vehicle is certified for sale in California **and** registered in California, Maine, Massachusetts, New York or Vermont, or for diesel engine vehicles over 14,000 pounds GVWR registered in Maine, Massachusetts, or Pennsylvania.)

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2006-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 17-18, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 20 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990

WHAT IS COVERED?

The parts on the following list are covered by the Defects Warranties.

List of Parts Covered by Defects Warranties

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter
- Cold Start Enrichment System
- Cold Start Fuel Injector (2)
- Controls for Deceleration
- Electronic Emissions Control Unit (ECU)
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System (1)
- Fuel Injector Supply Manifold
- Fuel Sensor (2)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (2)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold (1)
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Powertrain Control Module
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- NGV module (Bi-fuel/CNG)

(1) Coverage for diesel engines is for five years or 100,000 miles (whichever first occurs)

(2) Flex Fuel vehicle only

COVERAGE FOR 2006-MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG-TERM DEFECTS WARRANTY
(Coverage for Up to 7 Years/70,000 Miles, Whichever Occurs First) Ford and Mercury Vehicles Excluding Focus, Escape Hybrid and Mariner Hybrid

Part Name	Engine Application								
	2.3L	3.0L	3.9L	4.0L	4.2L	4.6L	5.4L	6.0L	6.8L
ABS Module							X(19)	X(19)	X(19)
Actuator Assembly						X			
Air Cleaner Assembly (ACL)							X(20)		
Cam Timing Assembly	X(1)	X	X		X	X	X(27)		X
Catalytic Converter	X	X	X	X	X	X	X	X	X
Charge Air Cooler							X	X(26)	
EGR Cooler								X	
Engine Control Module	X	X		X	X	X	X	X	X
Engine Control Sensor and Fuel Charge Wiring Assembly								X	
Engine Timing Chain and Camshaft Tensioner		X							
Exhaust Flex Pipe		X							
Exhaust Manifold and Catalyst Assembly	X(30)	X							
Exhaust Manifold Assembly (Left)		X(3)				X(13)	X(21)		X
Exhaust Manifold Assembly (Right)		X(3)			X	X(14)	X(22)		X
Exhaust Manifold Gasket						X(13)			
Fuel Injection Pump Assembly								X	
Fuel Injection Supply Manifold Assembly								X	
Fuel Injector Fuel Supply Manifold Assembly		X(4)				X(16)	X(20)		X(26)
Fuel Injector Fuel Supply Manifold and Crossover Tube Assembly						X(15)			
Fuel Injector Nozzle Assembly								X	
Fuel Pressure Regulator							X		
Fuel Sender and Pump Assembly	X(31)	X(5)	X(10)	X	X(10)	X(17)	X(17)		X
Fuel Tank	X	X(6)		X	X(13)	X	X	X	X
Fuel Tank Filler Pipe							X		
Fuel Tube Assembly				X(11)					
Fuel Vapor Storage Canister					X(13)	X(13)	X(23)		
Hydraulic Fluid Pump Cover Kit								X	
Hydraulic Fluid Pump Seal Kit								X	
Injector Driver Module								X	
Intake Manifold		X(7)	X	X(12)	X	X	X		X(26)
NGV Module							X		
Output Shaft Speed (OSS) Sensor (as part of the automatic transmission assembly)		X(2)							
Powertrain Control Module Wiring Harness	X(3)	X(3)		X	X(13)	X(18)	X(24)	X	X
Solenoid Body Assembly	X(28)						X	X	X
Supercharger							X		
Supercharger Bypass Actuator							X		
Timing Chain							X(20)		
Timing Chain Cassette (Left/Right)				X					
Timing Chain Tensioner							X(20)		
Transmission Control Module		X(2)							
Transmission Control Module (as part of the transmission control assembly)		X(8)							
Transmission Fluid Temperature (TOT) Sensor (as part of the transmission control assembly)		X(2)							
Transmission Range Sensor (as part of the transmission control module)		X(2)							
Transmission Shift Solenoid Assembly (as part of the transmission control assembly)		X(2)							
Turbine Shaft Speed (TSS) Sensor	X(29)	X(9)		X					
Turbocharger Assembly								X	
Valve Rocker Cover							X(25)		X

(1) Except Ranger; (2) Five Hundred, Fusion, Milan, Montego with 6-speed automatic transmission only; (3) Escape, Mariner Only; (4) Taurus Only; (5) Except Freestyle, Fusion, Milan; (6) Except Five Hundred, Freestyle, Taurus, Montego; (7) Except Escape, Fusion, Mariner, Milan; (8) Five Hundred, Freestyle, Montego with CVT Transmission only; (9) Ranger, and Five Hundred, Fusion, Milan, Montego with 6-speed automatic transmission only; (10) Monterey Only; (11) Explorer, Mountaineer Only; (12) Explorer, Mustang Only; (13) F-150 Only; (14) Explorer, F-150, Mountaineer Only; (15) Grand Marquis Only; (16) Crown Victoria, Grand Marquis Only; (17) Except F-150; (18) F-150, Mustang Only; (19) F-Super Duty Only; (20) GT Only; (21) Expedition, GT Only; (22) Except Econoline, F-Super Duty; (23) F-150, GT Only; (24) Except GT; (25) Expedition, F-150 Only; (26) Econoline Only, (27) Except F-Super Duty; (28) Fusion, Milan with 5-speed automatic transmission only; (29) Ranger only; (30) Fusion, Milan; (31) Except Fusion, Milan

Important Information about List of Parts

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule; these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible.

If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts.

If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been "certified" by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been "certified" by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA-certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 26.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories.

To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (Ford Motor Service Company or the American Road Insurance Company). They provide:

- benefits during the warranty period depending on the plan you purchase (such as: reimbursement for rentals; coverage for certain maintenance and wear items); and
- protection against covered repair costs after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or see our website at Ford-ESP.com. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States, Canada, Guam or Puerto Rico are not eligible for Ford ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

10. Better Business Bureau (BBB) AUTO LINE program

Your satisfaction is important to Ford Motor Company and to your dealer. Experience has shown that our customers have been very successful in achieving satisfaction by following the three-step procedure outlined on the front page of this booklet. However, if your warranty concern has not been resolved using the three-step procedure, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. Initially, the BBB will try to resolve your question or concern through mediation. Mediation is a process through which a representative of the BBB will contact the parties and explore options for settlement of your claim. If mediation is not successful, customers with eligible claims may participate in the BBB AUTO LINE arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing. You are not bound by the decision unless you choose to accept it, in which case Ford must abide by the accepted decision as well. If the arbitrator has decided in your favor and you accept the decision, the BBB AUTO LINE program will contact you to ensure that Ford has complied with the decision in a timely manner. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

To file a claim with BBB AUTO LINE, you will be asked for your name and address, information about your vehicle, information about your concerns and any steps you have already taken to try to resolve them.

You can get more information by calling BBB AUTO LINE at 1-800-428-3718, or writing to:

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1833

NOTE: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice.

Send your written notification to:

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121

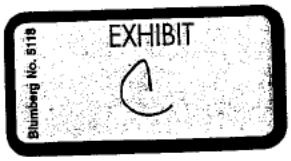
12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.



WILLIAM H. MCELWEE (1907-1998)
WILLIAM H. MCELWEE, III

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WILLIAM H. MCELWEE, IV*
MARY LYALL-MORGAN

* CERTIFIED FAMILY FINANCIAL MEDIATOR

April 11, 2007

Via Certified Mail

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121

RE: 2006 Ford F350 truck purchased by [redacted]

Dear Sir or Madam:

This letter is being sent to you in accordance with North Carolina General Statute § 20-351, *et. seq*. Please be aware that my client, [redacted], purchased a new 2006 Ford F350 truck (VIN number 1FDWF37P86E[redacted]) from Parkway Ford in Winston-Salem, North Carolina on July 8, 2006. Enclosed please find a copy of [redacted]s invoice. Shortly after purchasing this vehicle, [redacted] noticed that the front end of the vehicle and the steering column would shake severely. This problem has been so dramatic that it has at times rendered the vehicle completely un-drivable. Further, this condition causes the front tires to stay unaligned. Currently the vehicle shows 25,000 miles on the odometer, and [redacted] has already gone through two sets of new tires. [redacted] has taken the vehicle to two different Ford Dealerships – Parkway Ford (where he purchased the vehicle) and Yadkin Valley Ford in North Wilkesboro, North Carolina to attempt to repair this problem. He has taken the vehicle to these dealerships five times without any successful solution to his problem. As of the date of this letter, the vehicle is clearly still under warranty.

Please be aware that [redacted] vehicle has been out of service due to repairs in excess of five days. Your company has now been given direct notice of this nonconformity, and if the vehicle has not been properly repaired within 15 days of this letter, then [redacted] will demand the relief available to him under North Carolina's "New Motor Vehicles Warranty Act" which may include, but is not limited to, a full refund of the sales price, a trebling of their damages, and an award of attorney's fees.

Thank you for your immediate attention to this matter, and with best regards, I remain,

Sincerely yours,

McELWEE FIRM, PLLC

[redacted]

William H. McElwee, IV

IV:kjm
enclosure

cc: [redacted]

1-800-727-7900

Ford Credit

www.fordcredit.com

Buyer (and Co-Buyer if any) Name and Address (including County and Zip Code) [redacted]
NORTH WILKESBORO WILKES NC [redacted]

SELLER/CREDITOR (Seller Name and Address)
PARKWAY FORD, INC.
2101 PETERS CREEK PARKWAY
WINSTON SALEM, NC 27127

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.
This is a personal use contract as indicated below, then this sale is a CONSUMER CREDIT SALE.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW		2006 FORD	F350 TR	1FDWF37P[redacted]	☒ Personal ☐ Agricultural ☐ Commercial

Trade-in _____ Year and Make $ N/A Gross Allowance $ N/A Amount Owing

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price		$ 43022.33 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	$ 2000.00	
Cash Down Payment	$ 4000.00	
	$ N/A	
Trade-In (description above)	$ 0.00	
Total Down Payment		$ 6000.00 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)		$ 37022.33 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees $ 121.30 ;		
(ii) for filing fees $ N/A ;		
(iii) for taxes (not in Cash Sale Price) $ 1125.30		$ 1467.60
To Insurance Companies for:		
Credit Life Insurance		$ N/A
Credit Disability Insurance		$ 1817.12
		$ N/A
		$ N/A
To [redacted] for [redacted]		$ N/A
To FORD for GAP		$ 395.00
To [redacted] for [redacted]		$ N/A
To [redacted] for [redacted]		$ N/A
To [redacted] for [redacted]		$ N/A
Total		$ 4274.72 (4)
5. Amount Financed (3 plus 4)		$ 41297.11 (5)

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit ☐ Life N/A Insurance Company
$ N/A Premium Insured(s)
You want Credit Life Insurance
Buyer Signs
Co-Buyer Signs

Credit ☐ Disability CUNNINGHAM TH, DI RS, I L Insurance Company
$ 1817.12 Premium LARRY THOMAS, KELLY Insured(s)
You want Credit Disability Insurance
Buyer Signs
Co-Buyer Signs

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of $ 6000.00
0.00 %	$ 0.00	$ 41297.11	$ 41297.11	$ 47297.11

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due ☐Monthly ☐Semi-Annually ☐Annually
47	860.38	starting 08/07/2006
1	859.25	DUE: 02/07/2010

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or $6.00, whichever is less.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or $50.00, whichever is less.

Any change in t[redacted]
Buyer Signs X [redacted]
Co-Buyer Signs X

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
N/A	$ N/A

By _____
$ N/A
By _____
You want the optional insurance for which premiums are included above.
Buyer Signs
Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Fi[redacted]
Buyer Signs [redacted]

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a fully and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received [redacted] a fully filled in copy of this contract.

Buyer Signs X [redacted] Co-Buyer Signs X

Seller [redacted] By X _____ Title _____

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

...you agree to pay the scheduled amount. This is a periodic interest charge. The actual finance charge you agree to pay will depend on your payment pattern. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amounts. Your payments will be applied first to the current and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is figured by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. **Security Interest:** You give the Creditor a security interest in:
1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. **Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

D. **Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.
You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle does not pay all you owe, you must pay what is still owed.

E. **Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can obtain benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund or reimburses, service contracts, or other contracts the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

F. **Returned Check Charge:** Creditor may charge and You agree to pay a processing fee of $25.00 for each check that is dishonored for insufficient funds or no account with the bank.

G. **Default:** You will be in default if:
1. You do not make a payment when it is due; or
2. You put false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state or federal authority, and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

If you default and Creditor takes the vehicle, Creditor will sell it and apply the money received from the sale, less allowed expenses, to what you owe Creditor. Allowed expenses include those paid as a direct result of taking the vehicle, and preparing the vehicle for sale, and selling it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay all of this contract and costs, you will pay what is still owed to the Creditor. If you do not pay the amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate that you pay.

K. **Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

L. **Consumer Reports:** You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

M. **Applicable Law:** You agree that this contract will be governed by the laws of the state of North Carolina.

N. **General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, the other parts stay valid. If Creditor doesn't enforce Creditor's rights every time Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To induce the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owing on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other people also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any property. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty, at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each a "Party") may choose at any time, before or after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries or affiliates; 4) Claims arising out of or relating to your application for this contract, any resulting transaction or relationship, including any with our assignees or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP
If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS OF ANY YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Things You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, unless waiving any such particular are by law required: 1) Right to file a lawsuit in court; 2) Right to examine the Creditor's records relevant to the Claim; 3) Right to file a claim or action in small claims court; and 4) Right to request that a court of law review whether the arbitrator's decision is correct.

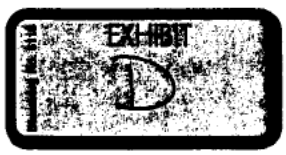
Before any arbitration is commenced, the party who wishes to arbitrate must first send to the other party a written notice of the Claim and the party's intent to arbitrate. If we choose to arbitrate, we will pay your initial arbitration fee. If you choose to arbitrate, your payment of your initial arbitration fee will be governed by the rules of the arbitration organization. If you are unable to pay your initial arbitration fee, you may request that we pay it. We will grant your request if we determine that you are unable to pay the fee. If you win, we will reimburse you for your initial arbitration fee. Unless prohibited by law, we will pay all other fees and costs that are specific to arbitration. Each party will pay its own attorneys' fees and costs, unless the arbitrator determines that the Claim was frivolous or brought for an improper purpose. The arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. The arbitration will be conducted by the National Arbitration Forum ("NAF"), under the NAF Code of Procedure in effect at the time the Claim is filed. You may get a copy of the NAF Code of Procedure by writing to the NAF at P.O. Box 50191, Minneapolis, MN 55405, by calling 1-800-474-2371, or by visiting its website at www.arbitration-forum.com. The arbitration will be conducted in the federal judicial district in which you reside, unless the parties agree to another location. The arbitrator must follow applicable substantive law to the extent consistent with the Federal Arbitration Act and applicable statutes of limitations, and can award damages or other relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator's decision will be final and binding, except for any right of appeal provided by the Federal Arbitration Act. Judgment upon the arbitration award may be entered in any court having jurisdiction. Any settlement offer that you or we make during an arbitration that is not accepted may not be disclosed to the arbitrator.

If any part of this arbitration provision is deemed invalid, unenforceable or illegal, the rest will remain in effect, except that if a determination or award is made or a court ruling is issued that effectively holds that neither Party may arbitrate a Class Action (as defined above) or that we may not seek arbitration of a Claim you assert against us, then the entire arbitration provision (except for this sentence) will be unenforceable.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

Ford Customer Service Division
Suite 349, MD 3N339
Dearborn, MI 48126-4207
Phone: 313-248-1109
Fax: 866-639-8899

Ford Motor Company – Litigation Prevention



Fax

To:	William McElwee, IV	**From:**	Jeff Schwagle
Fax:	(336) 838-5069	**Date:**	April 26, 2007
Phone:	(336) 838-1111	**Pages:**	2
Re:	[redacted]	**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Sent via Fax

April 26, 2007

Mr. William H. McElwee, IV
Attorney at Law
906 Main Street
North Wilkesboro, NC 28659

RE: [redacted]
2006 Ford F-350
VIN: 1FDWF37P86E[redacted]

Dear Mr. McElwee:

This letter is in response to your letter dated 4/11/2007 regarding the above-mentioned client.

Ford Motor Company has reviewed your client's claim. Unfortunately, we are unable to offer any assistance at this time.

Thank you for the opportunity to review this concern.

Respectfully yours,

Jeff Schwagle
Consumer Affairs

All Action Details for Issue

Print

VIN: 1FDWF37P86E[redacted] **Year:** 2006 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]
Name: [redacted] **Owner Status:** Original **WSD:** 2006-07-08
Symptom Desc: STRG/HANDLING VIB./SHIMMY **Primary Phone:** [redacted]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 03/05/2007

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP
Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 21400 MI **Comm Type:** PHONE
Analyst Name: ROBERT SLEZAK (RSLEZAK2) **Analyst:** RSLEZAK2
Action Date: 03/02/2007 **Action Time:** 16.06.52.812 **Action Data:** No

Comments CUSTOMER SAID: == CONT UNDIAG FRNT END SHAKE.DEALER SAID: TO DLR FOUR TIMESCRC ADVISED: WE WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. NOTE: TO CSR DOCUMENT CONVERSATION FROM DEALERSHIP==OBC TO DLR, CONSULTATION WITH SM SAM, HE'S UNABLE TO DIAG, DUE TO INABILITY TO DUPLICATE.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 21400 MI **Comm Type:** PHONE
Analyst Name: SUTHERLAND-LEONE , DEBORAH **Analyst:** DSUTHE15
Action Date: 03/05/2007 **Action Time:** 10.29.44.610 **Action Data:** No

Comments CCS DEBBI SUTHERLAND**7185***04/REGIONAL INITIAL CASE CONTACT. ALL APPRORIATE RESOURCES HAVE ALREADY BEEN REVIEWED.=== RESOURCES INCLUDE OASIS, CUDL HISTORICS, GCQIS, AND AWS.===OBC TO DLR SPOKE WITH SM SAM MAYBERRY CUST ADVISED HIM THAT WHEN HE HITS A BUMP STEERING SHAKES VIOLENTLYTHAT THE STEERING PULLS OUT OF HIS HANDS. DLR PERFORMED TSB 06-22-14 ON 2/23/07, PUT A STEERING STABILIZER ON CHECKED ALIGNMENT. CUST ADVISED THEM THAT THE STABILIZER MADE IT WORSE. SHAKING COULD BE CAUSED BY THE WEIGHT THAT THE CUST CARRIES. DLRSHP HAS NOT BEEN ABLE TO DUPLICATE CUST SHAKING CONCERN AND CUST TOLD THEM IT WAS INTERMITTENT. =OBC TO CUST LM ON VM PROVIDING CONTACT INFO AND ADVISED CUST TO TAKE VEH BACK TO DLRSHP IF THE CONCERN IS STILL PRESENT. ADVISED CUST THAT DLR CANNOT REPAIR IF THEY CANNOT DUPLICATE. FOLLOW UP 3/8 NLT 430P

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 21400 MI **Comm Type:** PHONE
Analyst Name: SUTHERLAND-LEONE , DEBORAH **Analyst:** DSUTHE15
Action Date: 03/08/2007 **Action Time:** 12.06.53.860 **Action Data:** No

Comments CCS DEBBI SUTHERLAND **EXT 7185** OBC TO CUST LM ON VM FOR CUST ADVISING ONCE MORE THAT IF HE IS STILL EXPERIENCING THE CONCERN HE SHOULD SCHEDULE AN APPOINTMENT WITH DLRSHP FOLLOW UP 3/15 NLT 430P

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 21400 MI
Analyst Name: SUTHERLAND-LEONE , DEBORAH

Comm Type: PHONE

Analyst: DSUTHE15

Action Date: 03/12/2007

Action Time: 11.21.20.050

Action Data: No

Comments CCS DEBBI SUTHERLAND **EXT 7185** OBC TO CUST RETURNING HIS CALL. LM ON VM REQUESTING A BETTER CONTACT # IF THERE IS ONE FOLLOW STILL ON 3/15 NLT 430P

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 21400 MI
Analyst Name: SUTHERLAND-LEONE , DEBORAH

Comm Type: PHONE

Analyst: DSUTHE15

Action Date: 03/12/2007

Action Time: 12.18.34.073

Action Data: No

Comments CCS DEBBI SUTHERLAND **EXT 7185** IBC FROM CUST WHO STATED THAT HE HAS BEEN HAVING THIS CONCERN SINCE HE PURCHASED VEH. WOULD LIKE TO KNOW WHAT WILL HAPPEN WHEN B TO B RUNS OUT. HE STATES THAT THE CONCERN IS INTERMITENT AND HAPPPENS WHEN VEH HITS A ROUGH SPOT. IS IS BAD THAT THE STEERING GETS JERKED OUT OF HIS HANDS. A REPAIR ATTEMPT WAS MADE AT PARKWAY FORD (PURCH DLRSHP) BY REPLACING THE TIRES. CONCERN IS NOT BETTER SINCE THE LAST REPAIR ATTEMPT BY CURRENT DLRSHP. WANTS TO KNOW IF FORD WILL ASSIST WITH TRADE IN ADVISED HIM THAT WE CANNOT AND HE SHOULD WORK WITH THE SALES DEPT. ADIVSED THAT FORD'S OBLIGATION IS TO REPAIR THE VEH WHILE UNDER NEW VEH LIMITED WARRANTY AND WOULD LIKE HIM TO SCHEDULE AN APPOINTMENT WITH CURRENT DLRSHP. ADVISED THAT WE WILL USE OUR TECH HOTLINE TO ASSIST IN THE REPAIR PROCEDURE. CUST WILL CONTACT ME WHEN HE SCHEDULES HIS APPOINTMENT WITH DLR.=OBC TO DLR SPOKE WITH WARRANTY ADMIN., SM OUT TO LUNCH. ADVISED HER OF CONVERSATION WITH CUST AND REQUEST HOTLINE INVOLVEMENT. SHE STATES CUST CONCERN IS NOT AS BAD AS HE STATES. SHE WILL PASS MESSGAE ON TO SM.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 21400 MI
Analyst Name: SUTHERLAND-LEONE , DEBORAH

Comm Type: PHONE

Analyst: DSUTHE15

Action Date: 03/16/2007

Action Time: 11.06.40.257

Action Data: No

Comments CCS DEBBI SUTHERLAND **EXT 7185** IBC FROM DLR CUST VEH IS NOT IN FOR REPAIR DUE TO A SHIMMY CONCERN. CUST HAS A UTILITY BED WITH A GENERATOR IN THE MIDDLE PLUS A LARGE DRAWER TYPE TOOL BOX PLUS OTHER TOOLS. NOT A FORD BED THINKS VEH MIGHT BE CARRYING TOO MUCH WEIGHT. ADVISED SM TO CONTACT HOTLINE FOR ASSISTANCE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01033 YADKIN VALLEY MOTOR COMPANY, INC.
Odometer: 21400 MI
Analyst Name: YADKIN VALLEY MOTOR CO.
Action Date: 03/16/2007

Comm Type: VISIT
Analyst: S-MAYBER
Action Time: 14.26.29.082

Origin Desc: DEALER

Action Data: No



Server Name : AWS Production- Claims loaded through 12-JUL-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FDWF37P86E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	604060334659
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- SINGLE CAB (REGULAR CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	29-APR-2006

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	121231 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	NC
		Buyer St/Prov:	*
Arrival Date:	10-MAY-2006	**Red Carpet Lease:**	*
Sale Date:	08-JUL-2006	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	08-JUL-2006	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	08-JUL-2006	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	62	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAMD - 4.10 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BD - DRIVER LARGE HEAD/LONG ARM MIR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5B	**Paint:**	PNEGD - VERMILION WB C/C-W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	43DP11 - Rugged Trail T/A 121/118R
Driveshaft Code:	D	**Tire Size:**	D3KBM - LT245/75/R17E A/T BSW
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M343DP111206	**RF:**	M343DP111306
LR:	M343DP111306	**RR:**	M343DP111306
LI:	M343DP111306	**RI:**	M343DP111306
SPARE:	M343DP111306	**DOT Plant Manufacturer:**	M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAE - DGAAE
ESP Coverage(Miles):	*	**Emission Cert Type:**	5
ESP Coverage(Time):	*	**Emission Decal Suffix:**	NJL
ESP Plan Year:	*	**Engine Family:**	6FMXA060AED
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

Server Name : AWS Production- Claims loaded through 12-JUL-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 16-JUL-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 12-JUL-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FDWF37P86E[redacted]F7	T/F7	F	T/BB	T/CD	T/E	A1	T/BE	T/YB	29-04-06	08-07-06	121231	USA	4	6H06	6C3Z	2523201	AA	S06	S06	V09	G07	69

AWS Claim Key: 2073532 **Doc #:** 295278A **Trx Code:** 1 **Labor Hrs:** .5 **Labor Cost:** 38.15 **Material Cost:** 24.82 **Total Cost:** 62.97
Dlr Cd-Sub Cd: 00905-* **Name:** PARKWAY FORD INC **Ph:** 336-7245921 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-OCT-2006 **DIST(Mile):**7937
Cust Comments: CHECK DRIVERS WINDOW REGULATOR NOISY GOING UP.G05
Tech Comments: 7937 69 VERIFIED CONCERN ACCESS DOOR PANEL AND REPLACE WINDOW REGULATOR ASSEMBLY AND RETEST REINSTALL PANEL

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FDWF37P86E[redacted]	F7	T/F7	F	T/BB	T/CD	T/E	A1	T/BE	T/YB	29-04-06	08-07-06	121231	USA	5	5N01	*	3E651	*	S13	S10	V89	N25	42

AWS Claim Key: 2250176 **Doc #:** 296138A **Trx Code:** 1 **Labor Hrs:** 1.4 **Labor Cost:** 106.81 **Material Cost:** 306.63 **Total Cost:** 413.44
Dlr Cd-Sub Cd: 00905-* **Name:** PARKWAY FORD INC **Ph:** 336-7245921 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-NOV-2006 **DIST(Mile):**9522
Cust Comments: CHECK SHUDDER IN FRONT END OVER ROUGH ROADS 45 74 MPH.SEE RANDY.N25
Tech Comments: 9532 W6 3.3 PERFORMED TSB 06 22 14 RETORQUE ALL STEERING COMPONENTS AND SET TIRE PRESSURE (OPERATION 062214B) CHECK AND ADJUST ALIGNMENT (OPERATION 062214D) TESTDROVE OK AT THIS TIME

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FDWF37P86E[redacted]	F7	T/F7	F	T/BB	T/CD	T/E	A1	T/BE	T/YB	29-04-06	08-07-06	121231	USA	7	2E05	6C3Z	9B249	B	S09	S09	V83	G29	42

AWS Claim Key: 2942404 **Doc #:** 142959A **Trx Code:** E84 **Labor Hrs:** .7 **Labor Cost:** 40.73 **Material Cost:** 70.24 **Total Cost:** 110.97
Dlr Cd-Sub Cd: 01033-* **Name:** YADKIN VALLEY MOTOR COMPANY, INC. **Ph:** 336-8384155 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-FEB-2007 **DIST(Mile):**18707
Cust Comments: CHECK WATER IN FUEL LIGHT ON
Tech Comments: REPLACE WATER IN FUEL SENSOR

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FDWF37P86[redacted]	F7	T/F7	F	T/BB	T/CD	T/E	A1	T/BE	T/YB	29-04-06	08-07-06	121231	USA	7	2E03	*	9E527	*	S11	S11	V52	D36	42

AWS Claim Key: 2942405 **Doc #:** 142959C **Trx Code:** S07 **Labor Hrs:** 1 **Labor Cost:** 58.18 **Material Cost:** 0 **Total Cost:** 58.18
Dlr Cd-Sub Cd: 01033-* **Name:** YADKIN VALLEY MOTOR COMPANY, INC. **Ph:** 336-8384155 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-FEB-2007 **DIST(Mile):**18707
Cust Comments: CHECK ENGINE MISS
Tech Comments: REPROGRAM FICM PER TSB 06 22 3

1FDWF37P86[redacted] F7 T/F7 F T/BB T/CD T/E A1 T/BE T/YB 29-04-06 08-07-06 121231 USA 8 5N01 5C3Z 3E651 D S13 S10 V89 N25 42

AWS Claim Key: 3161450 **Doc #:** 143332A **Trx Code:** E84 **Labor Hrs:** .8 **Labor Cost:** 46.54 **Material Cost:** 29.25 **Total Cost:** 75.79

Dlr Cd-Sub Cd: 01033-* **Name:** YADKIN VALLEY MOTOR COMPANY, INC. **Ph:** 336-8384155 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**17-FEB-2007 **DIST(Mile):**20379

Cust Comments: CHECK VIBRATION IN FRONT END AT TIMES WHILE DRIVING, WHEN HIT BUMP IN ROAD

Tech Comments: REPLACE STEERING STABLIZIER

1FDWF37P86[redacted] F7 T/F7 F T/BB T/CD T/E A1 T/BE T/YB 29-04-06 08-07-06 121231 USA 8 5N01 * 3E651 * S13 S10 V89 N23 42

AWS Claim Key: 3418440 **Doc #:** 143490A **Trx Code:** E84 **Labor Hrs:** 1.4 **Labor Cost:** 81.45 **Material Cost:** 0 **Total Cost:** 81.45

Dlr Cd-Sub Cd: 01033-* **Name:** YADKIN VALLEY MOTOR COMPANY, INC. **Ph:** 336-8384155 **St:** NC **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-FEB-2007 **DIST(Mile):**20947

Cust Comments: CHECK SHIMMY IN STEERING WHEN HITS BUMP

Tech Comments: FOLLOW TSB 06 22 14..CHECK TIRE PRESSURE, CHECK STEERING DAMPER, VERIFY TORQUE ON STEERING COMPONENTS

Any comments? You can contact



webmaster



IN THE CIRCUIT COURT OF TENNESSEE
FOR THE TENTH JUDICIAL DISTRICT AT MADISONVILLE

[redacted]

Plaintiff(s), (

(Civil Action

v. (File No. [redacted]

(

FORD MOTOR CORPORATION

Defendant.

COMPLAINT

COMES NOW, [redacted] Plaintiffs in the above-styled action, by and through the undersigned attorneys, and files this complaint against Defendant, FORD MOTOR CORPORATION, and shows this honorable Court the following:

PARTIES, JURISDICTION & VENUE

1.

Plaintiffs, [redacted] (hereafter "Plaintiff"), are individuals who were at all times relevant hereto residing in the State of Tennessee.

2.

Defendant, FORD MOTOR CORPORATION (hereafter "Defendant Manufacturer"), is a foreign corporation authorized to do business in the State of Tennessee, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Defendant Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships. Defendant

Manufacturer may be served through its registered agent: C T CORPORATION SYSTEM, 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929-9710.

3.

Defendant Manufacturer is subject to the jurisdiction of this Court. Venue is proper in MONROE County.

BACKGROUND

4.

On or about 1/11/2005, Plaintiff purchased from Defendant Manufacturer's authorized dealer a 2005 Ford F-350 Truck (hereafter "Vehicle"), manufactured and/or distributed by Defendant Manufacturer, Vehicle Identification Number 1FTWW31P65E[redacted]

5.

The purchase price of the Vehicle, including certain collateral charges, including but not limited to registration charges, document fees, sales tax, and finance charges, totaled in excess of $44,650.00.

6.

Plaintiff avers that as a result of ineffective repair attempts made by Defendant Manufacturer and/or its agent(s), the Vehicle cannot be utilized for personal, family and household use as was intended by Plaintiff at the time of its acquisition.

7.

In consideration for the purchase of the Vehicle, Defendant Manufacturer issued and supplied to Plaintiff several written warranties.

8.

On or about 1/11/2005 Plaintiff took possession of the Vehicle and shortly thereafter experienced the various defects listed in Paragraph 11 below which substantially impair the use, value and/or safety of the Vehicle.

9.

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

10.

Plaintiff has delivered the Vehicle to Defendant Manufacturer's authorized servicing dealership(s) on numerous occasions.

11.

Plaintiff has brought the Vehicle to Seller and/or an authorized service dealer of Defendant Manufacturer for attempted repairs to various defects and nonconformities, including but not limited to:

a. Engine
b. Electrical
c. Turbo Charger
d. Steering
e. Suspension
f. A/C System

12.

Plaintiff has provided Defendant Manufacturer and its authorized servicing dealer(s) sufficient opportunity to repair and/or replace the Vehicle pursuant to the written warranties.

13.

After a reasonable number of attempts to cure the defects in Plaintiff's Vehicle, the Defendant Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the nonconformities or replace the Vehicle, as provided in the Defendant Manufacturer's written warranties.

14.

Plaintiff has justifiably lost confidence in the Vehicle's safety and reliability, and said nonconformities have substantially impaired the use, value and safety of the Vehicle to Plaintiff as per T.C.A. §55-24-201 (4).

15.

Plaintiff could not reasonably have discovered said nonconformities prior to Plaintiff's acceptance of the Vehicle.

16.

The Vehicle remains in a defective and unmerchantable condition, and continues to exhibit some or all of the above-mentioned defects that substantially impair its use, value and/or safety.

17.

Plaintiff has been and will continue to be financially damaged due to Defendant Manufacturer's failure to comply with the provisions of the warranties.

COUNT ONE: BREACH OF EXPRESS WARRANTY

18.

Plaintiff realleges each and every allegation set out above as though each were fully set out herein.

19.

Defendant FORD MOTOR CORPORATION is a "seller" under T.C.A. §55-24-201. Plaintiff is a "buyer" under T.C.A. §47-2-103 (a) and a consumer under T.C.A. § 55-24-201.

20.

The automobile constituted "goods" under T.C.A. §47-2-105 (1) and a motor vehicle under T.C.A. §55-24-201 (3) (A).

21.

Plaintiffs' purchase of the automobile was accompanied by an express warranty offered by Defendant Manufacturer and extended to plaintiff. The aforesaid warranty was part of the basis of the bargain of the contract between plaintiff and Defendant's authorized dealer for the purchase of the Vehicle.

22.

In this express warranty, Defendant Manufacturer warranted that the Vehicle was free from all defects in material or workmanship, and that if any such defects were discovered within a specified period Defendant Manufacturer would provide for repair of the vehicle free of charge to the Plaintiff.

23.

In fact, when delivered, the automobile had material defects that are hereby realleged from paragraph 11 as though they were fully set out herein. The defects were discovered within the warranty period.

24.

Within a reasonable time of discovering each defect, plaintiff notified Defendant Manufacturer, of the defect as provided in the express warranty.

25.

Plaintiff has provided to Defendant Manufacturer as directed in the express warranty, sufficient opportunity to repair or replace the automobile as shown by the attached service orders as well other opportunities not shown by service orders

26.

Plaintiff has met all plaintiffs' obligations and preconditions as provided in the express warranty.

27.

Defendant Manufacturer has failed to adequately repair the automobile in a timely fashion as provided in the express warranty, and plaintiff believes that the automobile is still in a defective condition.

28.

The defects present in the Vehicle could not reasonably have been discovered by plaintiff prior to plaintiff's acceptance of the automobile.

29.

Plaintiff has been damaged by reason of the Defendant's Breach of Express Warranty in the amount of $44,650.00, plus attorney's fees.

COUNT TWO: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

30.

Plaintiff realleges each and every allegation set out above as though each were fully set out herein.

31.

Defendant FORD MOTOR CORPORATION is a merchant and manufacturer with respect to automobiles under T.C.A. §55-24-201, and with respect to automobiles under T.C.A. § 47-2-104 (1).

32.

The automobile purchased by plaintiff was subject to implied warranties of merchantability under Tennessee Common Law and T.C.A. § 55-24-201 et seq., running from FORD MOTOR CORPORATION to the benefit of plaintiff.

33.

The defects described in paragraph 11 above rendered the vehicle unmerchantable.

34.

Defendant FORD MOTOR CORPORATION has failed to adequately remedy the defects in the Vehicle, and the Vehicle is still in an unmerchantable condition all damaging plaintiff in the amount of $44,650.00 and attorneys fees.

COUNT THREE: BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT

35.

Plaintiff realleges each and every allegation set out above as though each were fully set out herein.

36.

Plaintiff is a consumer as defined in the Magnuson-Moss Warranty Act (herein Warranty Act) 15 USC § 2301 (3).

37.

Defendant Manufacturer is a supplier and warrantor as defined in the Warranty Act, 15 USC § 2301 (4) (5).

38.

The automobile is "consumer products" as defined in the Warranty Act, USC. § 2301(1).

39.

The automobile was manufactured after July 4, 1975.

40.

The above described actions constitute breach of the written warranty by Defendant Manufacturer.

41.

Wherefore plaintiff is entitled to recovery in the amount of $44,650.00 as described above; and in addition is entitled to actual attorney's fees reasonably incurred in connection with the commencement and prosecution of this action; to costs of this action; and to other legal and equitable relief as the Court may deem proper.

COUNT FOUR BREACH OF IMPLIED WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT

42.

Plaintiff realleges each and every allegation set out above as though each were fully set out herein.

43.

The above-described actions constitute a breach of the implied warranty of merchantability actionable under the Warranty Act, 15 USC § 2310 (d) (1).

44.

Wherefore plaintiff is entitled to recovery in the amount of $44,650.00 plus actual and punitive damages; actual attorney's fees reasonably incurred in connection with the commencement and prosecution of this action; and other legal and equitable relief as the Court may deem proper.

WHEREFORE, Plaintiffs, [redacted] pray for judgment against the Defendants as follows:

a. Return of the Vehicle's purchase payments and all incidental and consequential damages incurred by Plaintiff; as well as actual and punitive damages

b. Return of all finance charges, and any and all other related charges, incurred by Plaintiff for the Vehicle;

c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and

d. Such other and further relief that this Court deems just and appropriate.

Respectfully Submitted,

[redacted]

Janet M. Lane,
Tennessee Bar No. 014634
119 Racine Street, Suite 200 C
Memphis, TN 38111
Telephone: (901) 219-8101
Facsimile: (866) 264-9179

ALEX SIMANOVSKY & ASSOCIATES, LLC

[redacted]

Alex Simanovsky, Esq.
Georgia Bar No. 646874
ALEX SIMANOVSKY & ASSOCIATES, LLC
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2300 HENDERSON MILL ROAD, SUITE 300
Atlanta, Georgia 30345
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[redacted] [redacted]

JACKY JONES
FORD LINCOLN-MERCURY

714 New Hwy 68
SWEETWATER, TN 37874
Telephone (423) 337-5066

INVOICE

[redacted]
SWEETWATER, TN
HOME: [redacted] BUS: [redacted]

PAGE 1

SERVICE ADVISOR: 41 BART LITTLETON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	05	FORD F350 PU	1FTWW31P65E[redacted]		14078/14078	T9228

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O.	RATE	PAYMENT	INV. DATE
01JAN00 IS		01JAN2000	17:00 14AUG06		65.00	CASH	18AUG06

RO OPENED	READY
08:03 14AUG06	09:44 18AUG06

OPTIONS: DLR: 21G687 ENG: 6.0 Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S			LACK OF POWER WHEN PULLING THE TRUCK HAS EXTREME LOSS OF POWER. EXAMPLE WHEN PULLING A SMALL 6x10 TRAILER WITH APPP 8000PDS THE TRUCK WHEN STARTING OUT ON A HILL HAD DIP PULLG			
	M			REPLACE EGR VALVE AND REPROGRAM PCM			
		31		ALBAUGH, JAMES R LIC#: 1987			
			WP05				(N/C)
				1L5C32-9E452-AA VALVE ASY - MODULATOR			(N/C)
				**********			
B				TURBO TRUCK APPEAR TO HAVE SAME PROBLEM AS EARLIER(SEE HISTORY) TURBO HAS BACK PRESSURE THOUGH IT ON INCLINE. TURBO HAS BEEN REPLACED FOR THIS SAME PROBLEM ALREADY			
	M			RELATED TO LIUNE A			
		31		ALBAUGH, JAMES R LIC#: 1987			
			WP05				(N/C)
C	C/S			FRONT END TRUCK VIB IN FRONT END VIOLENTY WHEN HITS A ROUGH SPOT IN ROAD. APPEARS AS IF FRONT SUSP IS WORN			
	M			PERFORM TSB 061501			
		34		MCNABB, HAROLD E LIC#: 1290			
			WP05				(N/C)

IMPORTANT
YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR CO. IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT STEVE STANLEY IMMEDIATELY
THANK YOU
JACKY JONES FORD
(423) 337-5066

DISCLAIMER OF WARRANTIES

THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employee may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and for inspecting such vehicle.

X_____

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

CUSTOMER COPY

[redacted]

[redacted]

JACKY JONES
FORD LINCOLN-MERCURY

714 New Hwy 68
SWEETWATER, TN. 37874
Telephone (423) 337-5066

INVOICE

PAGE 1

[redacted]
SWEETWATER, TN
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 41 BART LITTLETON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	05	FORD F350 PU	1FTWW31P65E[redacted]		14670/14670	T2923

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN00 IS	01JAN2000	17:00 02OCT06			65.00	CASH	13OCT06

R.O. OPENED READY OPTIONS: DLR: 21G687 ENG: 6.0 Liter

08:05 02OCT06 14:59 13OCT06

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S CHECK ALIGNMENT C/S IT WAS IN A MONTH AGO FOR FOOST PARTS IN FRONT END IT WAS VIB IN FRONT END WHEN IT HITS A ROUGH SPOT IN ROAD, CUST STATES IT HAS NOT IMPROVED						
	ALIGN CK ALIGNMENT, SET CASTER, INSTALL BUSHING ON UPPER BALL JOINTS, SET CASTER AND TOE SET TIRE PRESSURE						
	34 MCNABB, HAROLD E. LIC: 1290						(N/C)
	IPS						(N/C)
	2 5C3Z-3B480-BEE ADJUSTER ASY						
	**********						
B	C/S TRUCK CONTINUES TO BLOW WHITE SMOKE ON ACCELERATION						
	0 CUSTOMER TO RETURN						
	34 MCNABB, HAROLD E. LIC: 1290						(N/C)
	WP05						
	**********						
C	C/S TURBO CONTINURES TO NOT PERFORM SAME INTITIAL PROBLEM PRIOR TO REPLACING TURBO IST						
	0 CUSTOMER TO RETURN						
	34 MCNABB, HAROLD E. LIC: 1290						(N/C)
	WP05						
	**********						
D	C/S UNIVERSAL JOINTS MAKE NOISE WHEN PLACING IN GEAR AS IF THEY ARE WORN						
	0 CUSTOMER TO RETURN						
	34 MCNABB, HAROLD E. LIC: 1290						(N/C)
	WP05						
	**********						
E	C/S FUEL MILAGE IS BOTTOMED OUT AS IT DID 1ST TIME TURBO WAS NOT						

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

MANAGER!
YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR CO. IN 2-6 WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US COMPLETELY SATISFIED PLEASE CONTACT STEVE BUNCH IMMEDIATELY. THANK YOU JACKY JONES FLM. (423) 337-5066

DISCLAIMER OF WARRANTIES

THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any damage caused by unavoidable delay or delayed availability of parts or material for any reason; that you make no warranty or guarantee of any kind whatsoever in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle or articles left therein, by reason of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on roads, highways or elsewhere for the purpose of testing and for inspecting such vehicle.

X _____

CUSTOMER COPY

Server Name : AWS Production- Claims loaded through 08-MAR-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTWW31P65E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	012046465541
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	23-DEC-2004

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	121420 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	TN
		Buyer St/Prov:	*
Arrival Date:	29-DEC-2004	**Red Carpet Lease:**	*
Sale Date:	11-JAN-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	11-JAN-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	11-JAN-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/C - ATC AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5D	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	BA	**Paint:**	PN3EC - DK COPPER W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000BY - MEDIUM PEBBLE	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151VUB - Contitrac 125/122S
Driveshaft Code:	D	**Tire Size:**	D3HBJ - LT 275/70R18E A/S BSW
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5151VUB5004	**RF:**	P5151VUB5004
LR:	P5151VUB5004	**RR:**	P5151VUB5004
LI:	*	**RI:**	*

SPARE: P5151VUB???? **DOT Plant Manufacturer:** P5 - GENERAL POPO S.A. ; SAN LUIS POTOSI ; S.L.P. ; MEXICO

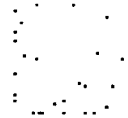
ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAB - DGAAB
Emission Cert Type:	*
Emission Decal Suffix:	*
Engine Family:	*

Any comments? You can contact



webmaster

Server Name : AWS Production- Claims loaded through 08-MAR-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 12-MAR-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 08-MAR-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW31P65[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	23-12-04	11-01-05	121420	USA	6	7H01	F7LZ	19703	AA	S08	S08	V79	C02	91
AWS Claim Key:	1166287	**Doc #:**	054262A		**Trx Code:**		1	**Labor Hrs:**		3.5	**Labor Cost:**		206.85	**Material Cost:**		345.62	**Total Cost:**		552.47				
Dlr Cd-Sub Cd:	07575-*	**Name:**	ATHENS FORD MERCURY, INC.			**Ph:**	423-7450701		**St:** TN		**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	22-JUN-2005		**DIST(Mile):**	3923			
Cust Comments:	A/C DOESN'T SEEM COLD ENOUGH																						
Tech Comments:	DIAG SYSTEM,LOW SIDE 25 PSI, HIGH SIDE 125 PSI,COMPRESSOR LEAKING AT SHAFT,SEAL DAMAGE FROM ROUGH SURFACE ON SHAFT,REPLACED COMPRESSOR,FLUSHED SYSTEM, RECHARGE, RETEST OK																						
1FTWW31P65E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	23-12-04	11-01-05	121420	USA	6	7H10	F5UZ	19D990	AB	S08	S08	V79	C02	42
AWS Claim Key:	1273076	**Doc #:**	054475A		**Trx Code:**		1	**Labor Hrs:**		1	**Labor Cost:**		59.1	**Material Cost:**		3.54	**Total Cost:**		62.64				
Dlr Cd-Sub Cd:	07575-*	**Name:**	ATHENS FORD MERCURY, INC.			**Ph:**	423-7450701		**St:** TN		**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	05-JUL-2005		**DIST(Mile):**	4566			
Cust Comments:	A/C NOT COOLING WELL ENOUGH																						
Tech Comments:	DIAGNOSE SYSTEM,REPLACED ORIFICE TUBE, RETESTED OK																						
1FTWW31P65E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	23-12-04	11-01-05	121420	USA	8	1H03	5C3Z	9F452	AA	S11	S11	V52	D42	42
AWS Claim Key:	2106011	**Doc #:**	055584A		**Trx Code:**		S07	**Labor Hrs:**		.5	**Labor Cost:**		29.55	**Material Cost:**		163.02	**Total Cost:**		192.57				
Dlr Cd-Sub Cd:	07575-*	**Name:**	ATHENS FORD MERCURY, INC.			**Ph:**	423-7450701		**St:** TN		**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	02-SEP-2005		**DIST(Mile):**	5396			
Cust Comments:	SLOW TO ACCEL, BLOWS BLACK SMOKE																						
Tech Comments:	PERFORMANCE DIAG, REPLACED EGR VALVE, RETEST OK																						
1FTWW31P65[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	23-12-04	11-01-05	121420	USA	12	7A01	BXT	65	850	S11	S11	V52	D03	42
AWS Claim Key:	3691001	**Doc #:**	057631A		**Trx Code:**		1	**Labor Hrs:**		.6	**Labor Cost:**		35.46	**Material Cost:**		88.87	**Total Cost:**		124.33				
Dlr Cd-Sub Cd:	07575-*	**Name:**	ATHENS FORD MERCURY, INC.			**Ph:**	423-7450701		**St:** TN		**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	21-DEC-2005		**DIST(Mile):**	6543			
Cust Comments:	VEHICLE SLOW TO START																						

Tech Comments: DIAGNOSED AND REPLACED BATTERY TO CORRECT

1FTWW31P65E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 12 2H01 5C3Z 6K682 BA S11 S11 V52 D42 42

AWS Claim Key: 3651750 **Doc #:** 057631B **Trx Code:** S07 **Labor Hrs:** 5.5 **Labor Cost:** 325.05 **Material Cost:** 1365.84 **Total Cost:** 1690.89

Dlr Cd-Sub Cd: 07575-* **Name:** ATHENS FORD MERCURY, INC. **Ph:** 423-7450701 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-DEC-2005 **DIST(Mile):**6543

Cust Comments: VEHICLE HAS LACK OF POWER

Tech Comments: DIESEL DIAGNOSTICS, TURBO AND EGR VALVE STICKING, REPLACED BOTH TO CORRECT

1FTWW31P65E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 15 2H01 5C3Z 6K682 CA S11 S11 V52 D42 42

AWS Claim Key: 4651945 **Doc #:** 059168A **Trx Code:** E91 **Labor Hrs:** 1.8 **Labor Cost:** 106.38 **Material Cost:** 1099.36 **Total Cost:** 1205.74

Dlr Cd-Sub Cd: 07575-* **Name:** ATHENS FORD MERCURY, INC. **Ph:** 423-7450701 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-MAR-2006 **DIST(Mile):**8744

Cust Comments: POWER LOSS ON HILLS

Tech Comments: TURBOCHARGER NOT BOOSTING, REPLACED TURBO TO COORRECT

1FTWW31P65E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 15 2E05 6C3Z 9B249 A S09 S09 V83 G29 42

AWS Claim Key: 4178501 **Doc #:** 059168C **Trx Code:** E84 **Labor Hrs:** .7 **Labor Cost:** 41.37 **Material Cost:** 73 **Total Cost:** 114.37

Dlr Cd-Sub Cd: 07575-* **Name:** ATHENS FORD MERCURY, INC. **Ph:** 423-7450701 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-MAR-2006 **DIST(Mile):**8744

Cust Comments: WATER IN FUEL LIGHT ON

Tech Comments: REPLACED MODULE AND WIRE ASSEMBLY TO CORRECT

1FTWW31P65E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 15 * * * * SXX SXX V00 * *

AWS Claim Key: 4178502 **Doc #:** 059168D **Trx Code:** 05E15 **Labor Hrs:** 1 **Labor Cost:** 59.1 **Material Cost:** 86.48 **Total Cost:** 145.58

Dlr Cd-Sub Cd: 07575-* **Name:** ATHENS FORD MERCURY, INC. **Ph:** 423-7450701 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-MAR-2006 **DIST(Mile):**8744

Cust Comments: FSA 05E15 OPEN

Tech Comments: PER BULLETIN

1FTWW31P65E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 15 * * * * SXX SXX V00 * *

AWS Claim Key: 4178503 **Doc #:** 059168E **Trx Code:** 59B01 **Labor Hrs:** .3 **Labor Cost:** 17.73 **Material Cost:** 0 **Total Cost:** 17.73

Dlr Cd-Sub Cd: 07575-* **Name:** ATHENS FORD MERCURY, INC. **Ph:** 423-7450701 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-MAR-2006 **DIST(Mile):**8744

Cust Comments: FSA 59B01 OPEN

Tech Comments: PER BULLETIN

1FTWW31P65E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 15 * * * * SXX SXX V00 * *

AWS Claim Key: 4178504 **Doc #:** 059168F **Trx Code:** 05B32 **Labor Hrs:** .2 **Labor Cost:** 11.82 **Material Cost:** 0 **Total Cost:** 11.82

Dlr Cd-Sub Cd: 07575-* **Name:** ATHENS FORD MERCURY, INC. **Ph:** 423-7450701 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-MAR-2006 **DIST(Mile):**8744

Cust Comments: FSA 05B32 OPEN

Tech Comments: PER BULLETIN

1FTWW31P65[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 17 7V01 * 12A581 * S11 S11 V52 D42 B4

AWS Claim Key: 4861347 **Doc #:** 113198C **Trx Code:** S07 **Labor Hrs:** 4.4 **Labor Cost:** 296.2 **Material Cost:** 0 **Total Cost:** 296.2

Dlr Cd-Sub Cd: 03938-* **Name:** JACKY JONES FORD LINCOLN MERCURY, INC. **Ph:** 423-3375066 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-JUN-2006 **DIST(Mile):**10909

Cust Comments: CHECK TRUCK BLOWS WHITE SMOKE WHEN TOWING

Tech Comments: ENGINE PERFORMANCE TEST, REPAIR CHAFFED WIRE AT C101 BEHIND AC COMP

1FTWW31P65[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 20 1H03 5C3Z 9F452 AA S11 S11 V52 D42 42

AWS Claim Key: 5648805 **Doc #:** 115056A **Trx Code:** S07 **Labor Hrs:** 5.1 **Labor Cost:** 343.32 **Material Cost:** 164.36 **Total Cost:** 507.68

Dlr Cd-Sub Cd: 03938-* **Name:** JACKY JONES FORD LINCOLN MERCURY, INC. **Ph:** 423-3375066 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**14-AUG-2006 **DIST(Mile):**14078

Cust Comments: CHECK LACK OF POWER

Tech Comments: REPLACED EGR VALVE AND REPROGRAM PCM.

1FTWW31P65[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 20 5N01 * 3E651 * S13 S10 V89 C50 42

AWS Claim Key: 5648806 **Doc #:** 115056C **Trx Code:** E84 **Labor Hrs:** 1.4 **Labor Cost:** 94.25 **Material Cost:** 0 **Total Cost:** 94.25

Dlr Cd-Sub Cd: 03938-* **Name:** JACKY JONES FORD LINCOLN MERCURY, INC. **Ph:** 423-3375066 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**14-AUG-2006 **DIST(Mile):**14078

Cust Comments: CHECK FRT END VIBRATION

Tech Comments: PERFORM TSB 061501

1FTWW31P65[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 23-12-04 11-01-05 121420 USA 24 1A02 * 6051 * S11 S11 V52 D42 42

AWS Claim Key: 7076778 **Doc #:** 118913A **Trx Code:** E84 **Labor Hrs:** 24 **Labor Cost:** 1615.68 **Material Cost:** 672.77 **Total Cost:** 2288.45

Dlr Cd-Sub Cd: 03938-* **Name:** JACKY JONES FORD LINCOLN MERCURY, INC. **Ph:** 423-3375066 **St:** TN **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-DEC-2006 **DIST(Mile):**17311

Cust Comments: C/S NO POWER ON A PULL WHEN PULLING TRAILER

Tech Comments: REPLACE HEAD GASKETS PER TSB 062102

Any comments? You can contact



IN MONTGOMERY COUNTY COMMON PLEAS COURT, OHIO

[redacted]

[redacted]

MIAMISBURG, OHIO [redacted]

PLAINTIFFS

- VS. -

FORD MOTOR COMPANY
c/o CT CORP. SYSTEMS, INC., S/A
1300 EAST 9TH STREET, STE. 1010
CLEVELAND, OH 44114-1503

DEFENDANT

CASE NO. [redacted]

(JUDGE _____)

COMPLAINT AND JURY DEMAND

(LEMON LAW)

FIRST CLAIM: LEMON LAW

1. This case involves a defective lemon 2007 Ford F250 motor vehicle that was built and warranted by Ford Motor Company, sold by Beau Townsend Ford, and worked on under warranty by Interstate Ford.

2. When [redacted] purchased their brand new truck, they thought they were getting a tough and dependable vehicle. What they got instead was a truck with a laundry list of defects.

3. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

4. This claim is for breach of express, and/or implied warranties, and violation of the Ohio Lemon Law[1] by Ford Motor Company.[2]

5. Plaintiffs performed all conditions precedent to private enforcement of the Ohio Lemon Law.

6. The vehicle involved in this case qualifies as a "lemon," both generically, and under the Lemon Law.

7. As a result of the above, and the allegations below, inter alia, Defendant breached its express, and/or implied warranties, and violated the Ohio Lemon Law to the injury of Plaintiffs, and that was unfair to Plaintiffs.

8. At all times relevant, Plaintiffs were each a consumer.[3]

9. At all times relevant, Beau Townsend Ford was a supplier,[4] and merchant,[5] and an authorized representative of Ford.

10. At all times relevant, Interstate Ford was a supplier,[6] and merchant,[7] and an authorized representative of Ford.

11. At all times relevant, Ford was a supplier,[8] and merchant.[9]

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[1]Revised Code 1345.71 *et seq.*

[2]"Ford".

[3]Within the meaning of the Ohio Consumer Sales Practices Act, R.C. 1345.01(D).

[4]Within the meaning of R.C. 1345.01(C).

[5]Within the meaning of R.C. 1302.01(A)(5).

[6]Within the meaning of R.C. 1345.01(C).

[7]Within the meaning of R.C. 1302.01(A)(5).

[8]Within the meaning of R.C. 1345.01(C).

[9]Within the meaning of R.C. 1302.01(A)(5).

12. On or about August 16, 2006, the parties entered into a consumer transaction,[10] in that Plaintiffs agreed to purchase from Beau Townsend Ford, Beau Townsend Ford agreed to sell to Plaintiffs, goods[11] being a certain 2007 Ford F250 motor vehicle, VIN # 1FTSW21576E[redacted] Ford agreed to warrant the vehicle to be free from malfunctions.

13. A copy of the contract is not attached for the reason that it is available to the defendant. Plaintiffs will provide a copy upon request, and it will be introduced into evidence at the trial hereof.

14. Plaintiffs purchased the vehicle in reliance on the existence of a written warranty from Defendant, and on advertising representations and/or warranties of Defendant.

15. A copy of Ford's warranty is not attached for the reason that it is available to Ford. Plaintiffs will provide a copy upon request, and it will be introduced into evidence at the trial hereof.

16. After purchasing the vehicle, Plaintiffs discovered that it did not conform to the representations of Defendant inasmuch as it developed continuing malfunctions, defects, and problems, and that was unfair to Plaintiffs.

17. Through its advertising and otherwise, Defendant represented that the vehicles it built were fit for the purpose for which they were designed, that they are safe and suitable vehicles for their intended designed use, reliably operable for private transportation. Plaintiffs purchased the vehicle in

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[10]Within the meaning of R.C. 1345.01(A).

[11]Within the meaning of R.C. 1302.01(A)(8).

reliance upon the belief that Defendant possessed a high degree of manufacturing skill and judgment.

18. Through its advertising and otherwise, Defendant represented that the vehicles which it manufactured were of merchantable quality, fit and in proper condition for the ordinary use for which such vehicles are designed and used, and Plaintiffs relied on such; the vehicle involved in this case was not, however, of merchantable quality, and that was unfair to Plaintiffs.

19. The malfunctions and defects in the vehicle severely and substantially impaired its use, and/or safety, and/or value to Plaintiffs, and that was unfair to Plaintiffs.

20. Defendant's failure to timely fix all of the vehicle's defects has caused Plaintiffs to lose confidence in the reliability of the subject motor vehicle, and in the ability of Ford to repair the vehicle's defects, and that was unfair to Plaintiffs.

21. Plaintiffs provided Defendant, and/or one or more of its authorized dealers, with a reasonable number of opportunities to repair the vehicle; but they have each neglected, failed, refused, or otherwise been unable to do so within a reasonable amount of time, or a reasonable number of attempts, and that was unfair to Plaintiffs.

22. As a result of the above facts, Defendant breached its warranties and representations with respect to the vehicle, and that was unfair to Plaintiffs.

23. One or more of the defects and malfunctions in the vehicle were covered under the terms of the Defendants' warranties, and the Defendant failed to

repair the vehicle, thereby diminishing the use, and/or safety, and/or value of the vehicle, and that was unfair to Plaintiffs.[12]

24. Defendant, and/or one or more of its authorized dealers, had notices of the breaches of the express and/or implied warranties and the defective condition of the subject motor vehicle within a reasonable time.

25. Plaintiffs suffered, and shall continue to suffer actual, incidental and consequential damages as a direct and proximate result of the inability, or other failure, of Defendant's authorized representatives to repair or replace the vehicle, or refund its price.

SECOND CLAIM: MAGNUSON MOSS ACT

26. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

27. This claim is for breach of express, and/or implied warranties, and violation of the Magnuson-Moss Warranty Act[13] by Ford.

28. As a result of the above, among other things, the Defendant has breached its express and/or implied warranties without legal excuse, and that was unfair to Plaintiffs.

29. As a result of the above, inter alia, Defendant is in violation of the Warranty Act by its failure to comply with its express and/or implied warranties obligations, and that was unfair to Plaintiffs.

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[12] *Boyle v. Daimler Chrysler Corp.* (Ct. App., 2nd District, Clark Co., 8-16-02), 2002-Ohio-4199.

[13] 15 U.S.C. 2301, *et seq.*

THIRD CLAIM: CONSUMER ACT

30. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

31. This claim is for violation of the Ohio Consumer Sales Practices Act[14] by Ford.

32. The Defendant violated the Magnuson Moss Warranty Act in one or more manners, and knew, or should have known that doing so would be unfair to the Plaintiffs, and did it anyway, and that was unfair to the Plaintiffs.[15]

33. The Defendant breached and/or failed to honor its express and/or implied warranties to Plaintiffs, and had a legal obligation to Plaintiffs with no valid legal defense for not performing those obligations, but avoided, or attempted to avoid, one or more of its obligations. Defendant knew, or should have known, that doing so would be unfair to the Plaintiffs, but did it anyway, and that was unfair to the Plaintiffs.[16]

34. The Defendant violated the Lemon Law and knew, or should have known, that it was doing so and that it would be unfair to the Plaintiffs, but did it anyway, and that was unfair to Plaintiffs.

35. As a result of the above, inter alia, Defendant committed one or more unfair or deceptive acts or practices in violation of the Consumer Act, before, during,

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[14]ORC 1345.01, *et seq*. Hereafter referred to as the Consumer Act.

[15]Contrary to the *Anderson v. Buckeye Ford*, 1981 WL 4060, (Ct. App., 9th District, Lorain Co., 7-15-81), progeny of cases.

[16]Contrary to the *Brown v. Lyons* (1974), 332 N.E.2d 380, progeny of cases.

or after a consumer transaction between Plaintiffs and a supplier in relation to the 2007 Ford F250.

WHEREFORE, judgment is demanded against defendant as deemed proper and lawful by the Court, alternatively as follows:

PRAYER FOR RELIEF

1. On the first claim, violation of the Ohio Lemon Law, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

2. On the second claim, violation of the Magnuson-Moss Warranty Act, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

3. On the third claim, violation of the Ohio Consumer Sales Practices Act, $200.00 statutory damages or three times such actual damages, whichever is greater, and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

ALTERNATIVE PRAYER FOR RELIEF

Or, in the alternative to the damages set forth in the prayer above,

1. On all claims, rescission of the contract plus statutory remedies and relief as deemed proper, equitable and lawful by the Court, for each and every violation which may be proven at trial;

Plus on each and every claim, expenses of suit and litigation, interest from the date the contract was consummated, and an Order finding Plaintiffs to have rescinded the transaction and/or to have revoked acceptance, reasonable attorney fees, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

Plaintiffs demand trial by jury on all claims and issues.

Respectfully submitted,

[redacted]

www.OhioLemonLaw.com

[redacted]
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Server Name : AWS Production- Claims loaded through 28-SEP-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSW21576[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	901060091453
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		
Trace Eng Serial No:					

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[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	23-JAN-2006

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	147213 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	OH
		Buyer St/Prov:	*

Arrival Date:	26-JAN-2006	**Red Carpet Lease:**	*		
Sale Date:	16-AUG-2006	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	16-AUG-2006	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	16-AUG-2006	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	6A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5A	**Paint:**	PNKLW - TRUE BLUE CC WB
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Calibration Code:	6F714N0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000N5 - DARK FLINT	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	X	**Tire Brand:**	AHDR21 - Rugged Trail T/A 106R
Driveshaft Code:	*	**Tire Size:**	D3KCD - LT265/70/R17E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDR210206	**RF:**	M3AHDR210206
LR:	M3AHDR210206	**RR:**	M3AHDR210206
LI:	*	**RI:**	*

SPARE: M3AHDP214605 **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAB - DGAAB
ESP Coverage(Miles):	*	**Emission Cert Type:**	F
ESP Coverage(Time):	*	**Emission Decal Suffix:**	NSH
ESP Plan Year:	*	**Engine Family:**	6FMXK054SF5
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



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Server Name : AWS Production- Claims loaded through 28-SEP-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 02-OCT-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 28-SEP-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21576E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	23-01-06	16-08-06	147213	USA	2	6L11	*	25045A36	*	S08	S08	V74	T53	33
AWS Claim Key:	1907316	**Doc #:**	21320201		**Trx Code:**		2	**Labor Hrs:**		.3	**Labor Cost:**		21.82	**Material Cost:**		0	**Total Cost:**		21.82				
Dlr Cd-Sub Cd:	02100-*	**Name:**	INTERSTATE FORD, INC.			**Ph:**	937-8660781		**St:** OH	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	02-OCT-2006		**DIST(Mile):**	2721				
Cust Comments:	CUSTOMER STATES RIGHT SIDE OF CENTER CONSOL TRIM PIECED IS LOOSE SOP																						
Tech Comments:	REPAIR CENTER CONSOLE																						
1FTSW21576E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	23-01-06	16-08-06	147213	USA	10	7H11	6C3Z	19C836	A	S08	S08	V79	C05	49
AWS Claim Key:	3669629	**Doc #:**	22584101		**Trx Code:**		2	**Labor Hrs:**		4	**Labor Cost:**		290.93	**Material Cost:**		332.79	**Total Cost:**		623.72				
Dlr Cd-Sub Cd:	02100-*	**Name:**	INTERSTATE FORD, INC.			**Ph:**	937-8660781		**St:** OH	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	23-MAY-2007		**DIST(Mile):**	10637				
Cust Comments:	CUSTOMER STATES AC BLOWS WARM SOP																						
Tech Comments:	AC INOP EXESSIVE HIGH SIDE PRESSURE ORFICE TUBE CLOGGED WITH DESICCANT MATERIAL REPLACED ORFICE TUBE ACCUMULATOR DRYER AND COMPRESSOR FLUSHED CONDENSER LINE AND EVAP CORE RECHARGE SYSTEM OK RETEST OK LOW SIDE 30 AND HIGH SIDE 160																						
1FTSW21576E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	23-01-06	16-08-06	147213	USA	11	5N01	8C3Z	3E651	C	S13	S10	V89	C50	42
AWS Claim Key:	4006765	**Doc #:**	22749002		**Trx Code:**		E84	**Labor Hrs:**		.3	**Labor Cost:**		22.54	**Material Cost:**		99.13	**Total Cost:**		121.67				
Dlr Cd-Sub Cd:	02100-*	**Name:**	INTERSTATE FORD, INC.			**Ph:**	937-8660781		**St:** OH	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	22-JUN-2007		**DIST(Mile):**	12874				
Cust Comments:	CUST STATES VIB OVER BUMPS INSTALL SOP STEER DAMPNER																						
Tech Comments:	ROAD TEST TO VERIFY AND INSTALL DAMPNER																						
1FTSW21576E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	23-01-06	16-08-06	147213	USA	11	4C03	5C3Z	5F250	A	S11	S11	V53	E42	42
AWS Claim Key:	4006764	**Doc #:**	22749003		**Trx Code:**		S07	**Labor Hrs:**		1.4	**Labor Cost:**		105.18	**Material Cost:**		1372.37	**Total Cost:**		1477.55				
Dlr Cd-Sub Cd:	02100-*	**Name:**	INTERSTATE FORD, INC.			**Ph:**	937-8660781		**St:** OH	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	22-JUN-2007		**DIST(Mile):**	12874				
Cust Comments:	CUST STATES HEAR POP TICK NOISE FROM EXHAUST WHILE DRIVING																						

Tech Comments: REMOVED AND REPLACED EXHAUST PIPES Y PIPE AND INSTALLED NEW

1FTSW21576E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 23-01-06 16-08-06 147213 USA 12 2E06 6C3Z 9H307 AA S11 S11 V52 D03 42

AWS Claim Key: 4059311 **Doc #:** 22865802 **Trx Code:** S07 **Labor Hrs:** 2.2 **Labor Cost:** 165.29 **Material Cost:** 269.61 **Total Cost:** 434.9

Dlr Cd-Sub Cd: 02100-* **Name:** INTERSTATE FORD, INC. **Ph:** 937-8660781 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 16-JUL-2007 **DIST(Mile):** 13474

Cust Comments: CUST STATES HAS A LONG CRANK BEFORE STARTING CHECK AND ADVIS

Tech Comments: PERFORM EEC TEST CONT PASS KOEO PASS KOER PASS SELECT FUEL SYSTEM SYSTEM FAILED LEAK DOWN TEST RR FUEL TANK RR AND REPLACE FUEL PUMP RETEST FUEL BLEED DOWN PASS

1FTSW21576E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 23-01-06 16-08-06 147213 USA 12 6D05 2C3Z 18672A28 AAA S08 S08 V71 B91 42

AWS Claim Key: 4059310 **Doc #:** 22865804 **Trx Code:** E84 **Labor Hrs:** .2 **Labor Cost:** 15.03 **Material Cost:** 25.38 **Total Cost:** 40.41

Dlr Cd-Sub Cd: 02100-* **Name:** INTERSTATE FORD, INC. **Ph:** 937-8660781 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 16-JUL-2007 **DIST(Mile):** 13474

Cust Comments: INSTALL SOP CENTER CONSOLE TRIM PIECE CRACKED

Tech Comments: REPLACE CONSOLE HINGE COVER

Any comments? You can contact



webmaster



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Facsimile: (408) 727-8883

Attorneys for JOSEPH OLINGER, Plaintiff

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR - 6 2007

By [redacted] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

[redacted] an individual, Plaintiff, vs. FORD MOTOR COMPANY, a corporation, SUNRISE FORD, a corporation, and DOES One through Twenty, Defendant.	Case No. [redacted] **COMPLAINT:** **1- California Civil Code §1750 *et seq.*;** **2- 15 U.S.C. §2301 *et seq.*;** **3- California Civil Code §1790 *et seq.*;** **DEMAND FOR JURY**

PLAINTIFF [redacted] an individual, hereby alleges as follows:

PARTIES TO THE ACTION

1. Plaintiff, [redacted] ("Plaintiff"), is an individual residing at all relevant times in the City of Anaheim, County of Orange, State of California.

2. Defendant, Ford Motor Company ("Ford"), is a corporation authorized to do business in the State of California and, at all times relevant hereto, was engaged in the manufacture, sale, distribution, and/or importing of Ford vehicles and related equipment in the City of Fontana, County of San Bernardino, State of California.

3. Sunrise Ford, Inc. ("Dealer"), is a corporation authorized to do business in the State of California and, at all times relevant hereto, was an authorized agent for Ford engaged in the business of selling, leasing, and servicing the vehicles that were manufactured by Ford in the City of Fontana, County of San Bernardino, State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant, Does One through Twenty, inclusive, are unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names. Plaintiffs will seek leave to amend this complaint to set forth their true names and capacities when they have been ascertained. Further, Plaintiffs are informed, believe, and allege that each Defendant designated here as a "Doe" is responsible in some manner for the events and happenings referred to here, and caused injury and damage to Plaintiffs as alleged here.

5. Plaintiffs are informed, believe, and allege that at all times mentioned here, Defendant, and each of them, were the agents, servants, and/or employees of each of their Co-Defendant. Plaintiffs are informed, believe, and allege that in doing the things hereinafter, alleged Defendant, and each of them, were acting in the course and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendant, principals, and/or employers.

FACTS RELEVANT TO ALL CLAIMS

6. On or about March 19, 2006, Plaintiffs purchased a new 2006 Ford F-350, VIN 1FTWW33P56E[redacted] ("Vehicle"), from Dealer, agent for Ford which manufactured the Vehicle and put same into the stream of commerce.

7. Along with the sale of the Vehicle, Plaintiffs received written, express, and implied warranties, including, by way of example and not by way of limitation, warranties from Defendant. (Copies of the warranties are in possession of Defendant.)

8. Since delivery of the Vehicle, Plaintiffs have had Ford's authorized

agents/dealers attempt to repair the Vehicle on at least 4 separate occasions, amounting to at least 56 days that the Vehicle was out of service or in the shop for warranty repairs relating to engine, cooling, braking and other issues. Defendants have been unable to "fix" the Vehicle while still under the terms of the written, express, and implied warranties.

9. Plaintiffs accepted the Vehicle without discovering the above defects. Plaintiffs were induced to accept the Vehicle at the time of delivery through a variety of sales tactics and promises and were unable to discover any patent or latent defects through reasonable inquiries into the Vehicle's condition at that time.

10. In the alternative, Plaintiffs reasonably assumed, and Defendant represented via warranties, that all of the aforesaid defects and nonconformities would be cured within a reasonable time and in a good and workmanlike manner.

11. After more than a reasonable number of attempts by Defendant to cure, it has become apparent that the nonconformities could not be timely and reasonably cured.

12. Plaintiff then properly and timely, revoked acceptance of the vehicle.

13. By way of example and not by way of limitation, the Vehicle's defects include the following:

DATE	DAYS	MILEAGE	ORDER #	COMPLAINT
5/10/06	6	5269	[redacted]	**Coolant, Shocks, Tires, Windows, and Console Issues:** Customer states blowing coolant out de-gas coolant bottle blowing coolant; body/chassis/electrical (BCE) test, BCE module reprogram/configure test, repair left rear shock leaks, replace all shocks, replace rear shock absorber. Customer states front tires will start bouncing after hitting bump; tires and wheel balance, perform TSB. Customer states passenger front window makes noise when first rolling

					down; front door: remove and install trim panel, correction of squeak & rattles, or perform minor internal d. Customer states center console is weak/loose on left corner, center console loose
6	7/20/06	2	10868	[redacted]	**Window, Brakes, Acceleration, Power, and Engine Issues:** Repair power rear slider- binds when opening or closing-opens about half way. Customer states that at times when braking will not stop, has to pump brakes; customer will return at a later date. CHK-lacks power when accelerating from stops or when accelerates to pick up speed; key on engine running-KOER check test, boost pressure test, check intake restriction, check fuel pump pressure, check EGR position. Customer states when towing trailer, engine will over heat, temp gauge erratic; KOEO pass fan clutch working thermostat, working road test vehicle, FMP normal, no problem found, pressurize, leak test, discharge, evacuate and charge air
21	9/19/06	39	14978	[redacted]	**Cooling System, Engine, Gasket, Oil Filter, Windows, Brakes, and Fender Issues:** Customer states cooling system ongoing concern, boils out, makes a mess, overheats; engine performance diagnostics, diesel engine diagnostics, key on engine off KEO check test, key on engine off KOEO injector electrical self test, key on engine running KOER check test, replace gasket cylinder head,

				cylinder head gasket external leaks test, replace oil filter element, diagnose thermostat cooling system, dual alt. Repair rear slider window binds when opening & closing, SOP glass. Drivers window makes a crunching noise when rolling up to top, loud, noisy; trim panel on front door, remove and install, correction of squeaks & rattles, or perform minor internal diagnosis. Passenger front power window makes a squeak noise when starts to roll down, noisy; correction of squeaks & rattles, or perform minor diagnosis. Customer states brake pedal feels mushy & at times when applying doesn't stop. Customer states both rear fenders are loose, rubbing paint off for rec, loose. Replace fuel filter.
1/29/07	9	22615	[redacted]	**Smoking and Coolant Issues:** Cust. states: while driving temp. gauge became hot and white smoke from exhaust was visual; WE found the coolant level to be low. It was approx. 2 qts. WE performed TSB, replaced EGR cooler, and cleared coolant from exhaust.

14. This cause of action arises out of Defendant's misrepresentations, various breaches of warranties, and violations of federal and state laws hereinafter alleged. The amount in controversy exceeds $25,000.00, exclusive of interest and costs, for which Plaintiffs seek judgment against Defendant, together with equitable relief. In addition, Plaintiffs seek damages from Defendant for incidental, consequential, exemplary, and actual damages, including interest, costs, and actual attorneys' fees.

FIRST CAUSE OF ACTION
(Violation of the Consumers Legal Remedies Act)

15. Plaintiffs incorporate every paragraph above by reference.

16. The Vehicle is a "good" as defined by California Civil Code §1761(a).

17. Ford is a "person" as defined by California Civil Code §1761(c).

18. Plaintiffs are each a "consumer" as defined by California Civil Code §1761(d).

19. The sales contract, the accompanying warranties, and the related performance, or lack thereof, by Defendant under the contract and warranties, constitute a "transaction" as defined by California Civil Code §1761(e).

20. By virtue of the promises made regarding the sale of the Vehicle, the related warranties, and the accompanying refusal or inability of Defendant to live up to those promises as noted by the multiple occasions listed above, Defendant has engaged, or attempted to engage, in unlawful, methods, acts, or practices during the relevant time period herein pursuant to CLRA, including, but not limited to, California Civil Code §§1770(a):

(2) Misrepresenting the source, sponsorship, approval, or certification of goods or services;

(3) Misrepresenting the affiliation, connection, or association with, or certification by, another;

(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have;

(7) 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;

(16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not;

21. Pursuant to Civil Code §1780(a)(4) and based on the facts alleged above, including but not limited to the fact that DEFENDANTS refused to buy back this vehicle and DEALER failed to even respond to Plaintiff's demand within the statutory time frame (30 days), after proper statutory notice, Plaintiff is entitled to punitive damages against DEFENDANTS, according to proof.

22. As a direct result of Defendant's acts and omissions, Plaintiffs have suffered damages. Therefore, Plaintiffs are entitled to a judgment in their favor and relief as set forth at the close of this complaint.

SECOND CAUSE OF ACTION
(Breach of Written Warranty Under the Magnuson-Moss Warranty Act)

23. Plaintiffs incorporate every paragraph above by this reference.

24. The Vehicle is a "consumer product" as defined by 15 U.S.C. §2301(1).

25. Plaintiffs are each a "consumer" as defined by 15 U.S.C. §2301(3).

26. Ford is a "supplier" or "warrantor" as defined by 15 U.S.C. §§2301(4), (5).

27. The Vehicle was manufactured and purchased after July 4, 1975.

28. The express warranty pertaining to the Vehicle given by Ford through its agent, Dealer, is a "written warranty" as defined by 15 U.S.C. §2301(6).

29. Dealer was an authorized agent/dealer of Ford designated to sell and lease vehicles and to perform repairs on vehicles under Ford's vehicle warranties.

30. The above-described actions on the part of Defendant (failure to repair and/or properly repair the above-mentioned defects, failure to honor the written warranty, etc.), constitute a breach of the written warranty by Defendant and are actionable pursuant to 15 U.S.C. §§2301(6), 2304(4), 2310(d)(1), and 2310(d)(2).

31. As a direct result of Defendant's acts and omissions, Plaintiffs have suffered damages. Therefore, Plaintiffs are entitled to a judgment in their favor and relief as set forth at the close of this complaint.

THIRD CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability Under the Magnuson-Moss Warranty Act)

32. Plaintiffs incorporate every paragraph above by this reference.

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

34. Plaintiffs are each a "consumer" as defined by 15 U.S.C. §2301(3).

35. Ford is a "supplier" or "warrantor" as defined by 15 U.S.C. §§2301(4), (5).

36. The Vehicle was manufactured and purchased after July 4, 1975.

37. As noted above, with this Vehicle's multitude of nonconformities, it could not pass without objection in the trade under the contract description nor was it fit for the ordinary purposes for which such goods are used.

38. The above-described actions on the part of Defendant constitute a breach of the implied warranties of merchantability by Defendant and are actionable pursuant to 15 U.S.C. §§2301(7), 2304(4), 2308, 2310(d)(1), and 2310(d)(2).

39. As a direct result of Defendant's acts and omissions, Plaintiffs have suffered damages. Therefore, Plaintiffs are entitled to a judgment in their favor and relief as set forth at the close of this complaint.

FOURTH CAUSE OF ACTION
(Breach of Express Warranty Under the Song-Beverly Consumer Warranty Act)

40. Plaintiffs incorporate every paragraph above by this reference.

41. The Vehicle is a "consumer good" as defined by California Civil Code §1791(a).

42. Plaintiffs are each a "buyer" as defined by California Civil Code §1791(b).

43. Ford is a "manufacturer" as defined by California Civil Code §1791(j).

44. Plaintiffs' purchase of the Vehicle constitutes a "sale" as defined by California Civil Code §1791(n)(1).

45. The acts and omissions of Defendant, in failing to perform the proper repairs, part replacements, and/or adjustments, to make the Vehicle conform to the

applicable express warranties constitute a breach of the express warranties that Defendant provided to Plaintiffs, thereby breaching Defendant's obligations pursuant to Song-Beverly.

46. Defendant failed to perform the necessary repairs and services in a good and workmanlike manner in violation of California Civil Code §§1796 and 1796.5. The actions taken by Defendant were insufficient to make the Vehicle conform to the express warranties and proper operational characteristics of like vehicles, all in violation of Defendant's obligations pursuant to Song-Beverly.

47. As a result of the acts and omissions of Defendant and pursuant to California Civil Code §1793.2(d)(2), Plaintiffs are entitled to a replacement of the Vehicle or restitution of the amount actually paid or payable under the contract at Plaintiffs' option, plus prejudgment interest thereon at the legal rate.

48. In addition, as a result of the acts and omissions of Defendant and pursuant to Song-Beverly, Plaintiffs have sustained and are entitled to consequential as well as incidental damages in amounts to be determined at trial, plus prejudgment interest thereon at the legal rate.

49. Defendant was unable or unwilling to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of attempts pursuant to California Civil Code §1793.22(b)(3). The Vehicle has been in the shop for repair at least 19 times for check engine light, exhaust gas recirculation, brake, transmission, power control module, exhaust back pressure sensor, oil leak, window, noise, gas pedal, loose panel, and armrest issues. The Vehicle has been out of service by reason of repair or nonconformities for at least 119 days since delivery of the Vehicle to Plaintiffs. This failure to conform justifies an award of a civil penalty, pursuant to California Civil Code §1794(c) or (e)(1), in an amount not to exceed two times Plaintiffs' actual damages.

50. As a direct result of Defendant's acts and omissions, Plaintiffs have suffered damages. Therefore, Plaintiffs are entitled to a judgment in their favor and relief as set forth at the close of this complaint.

FIFTH CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability Under the Song-Beverly Consumer Warranty Act)

51. Plaintiffs incorporate every paragraph above by this reference.

52. The Vehicle is a "consumer good" as defined by California Civil Code §1791(a).

53. Plaintiffs are each a "buyer" as defined by California Civil Code §1791(b).

54. Ford is a "manufacturer" as defined by California Civil Code §1791(j).

55. Plaintiffs' purchase of the Vehicle constitutes a "sale" as defined by California Civil Code §1791(n)(1).

56. At the time that Ford distributed the Vehicle into commerce, and at the time that Plaintiffs acquired the Vehicle, Defendant impliedly warranted that the Vehicle was merchantable pursuant to Song-Beverly.

57. As evidenced by the nonconformities, maladjustments, and malfunctions alleged herein, the Vehicle was not merchantable. It could not pass without objection in the trade under the contract description nor was it fit for the ordinary purposes for which such goods are used, pursuant to California Civil Code §1791.1(a)(1) and (2).

58. As a result of the acts and omissions of Defendant, Plaintiffs have sustained damage in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate.

59. In addition, as a result of the acts and omissions of Defendant and pursuant to Song-Beverly, Plaintiffs have sustained and are entitled to consequential as well as incidental damages in amounts to be determined at trial, plus prejudgment interest thereon at the legal rate.

60. Defendant was unable or unwilling to service or repair the Vehicle to conform to the applicable implied warranties after a reasonable number of attempts. This failure to conform justifies an award of a civil penalty, pursuant to California Civil Code §1794(c) or (e)(1), in an amount not to exceed two times Plaintiffs' actual damages.

61. As a direct result of Defendant's acts and omissions, Plaintiffs have suffered damages. Therefore, Plaintiffs are entitled to a judgment in their favor and relief as set forth at the close of this complaint.

WHEREFORE, Plaintiffs pray for judgment against FORD as follows:

1. For all monies paid for or payable related to the Vehicle;
2. For actual damages incurred by Plaintiff in an amount to be proved at trial;
3. For incidental damages in an amount to be proved at trial;
4. For consequential damages in an amount to be proved at trial;
5. For exemplary damages;
6. For costs of suit and expenses;
7. For prejudgment interest at the legal rate;
8. For a civil penalty as provided pursuant to Song-Beverly in an amount not to exceed two times the amount of Plaintiffs' actual damages;
9. For an order approving Plaintiffs' revocation of the contract;
10. For an order approving Plaintiffs' rescission of the contract;
11. For an order terminating the contract, requiring Defendant to pay off the balance of the contract;
12. For an order of restitution;
13. For actual attorneys' fees reasonably incurred; and
14. Such other relief this Court deems appropriate.

Dated: February 28, 2007

CALIFORNIA LEMON LAWYERS

BY: [redacted]

SCOTT KAUFMAN, Attorneys for [redacted] Plaintiff

Server Name : AWS Production- Claims loaded through 21-MAR-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-MAR-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 21-MAR-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P56E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	27-02-06	19-03-06	171152	USA	2	5J03	6C3Z	18125	B	S11	S11	V51	L88	01
AWS Claim Key:	943653	**Doc #:**	02265152		**Trx Code:**		2	**Labor Hrs:**		.3	**Labor Cost:**		26.14	**Material Cost:**		41.01	**Total Cost:**		67.15				
Dlr Cd-Sub Cd:	05559-*	**Name:**	VILLA FORD				**Ph:**	714-6378222		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	10-MAY-2006		**DIST(Mile):**	5269			
Cust Comments:	REPAIR LEFT REAR SHOCK LEAKS PLEASE ALL SHOCKS																						
Tech Comments:	LEAKS SHOCK ABSORBER REAR REPLACE																						
1FTWW33P56E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	27-02-06	19-03-06	171152	USA	2	5R02	*	3600	*	S13	S10	V89	N22	42
AWS Claim Key:	943654	**Doc #:**	02265153		**Trx Code:**		2	**Labor Hrs:**		3.7	**Labor Cost:**		322.34	**Material Cost:**		35.31	**Total Cost:**		357.65				
Dlr Cd-Sub Cd:	05559-*	**Name:**	VILLA FORD				**Ph:**	714-6378222		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	10-MAY-2006		**DIST(Mile):**	5269			
Cust Comments:	CUSTOMER STATES FRONT TIRES WILL STARTING BOUNCING AFTER HITTING BUMP IN ROAD BOUNCES EXCESSIVE ***NOTE LEFT FRONT LOST WHEEL WEIGHT OUTSIDE***																						
Tech Comments:	TIRES TIRE AND WHEEL BALANCE																						
1FTWW33P56E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	27-02-06	19-03-06	171152	USA	2	6H01	*	5423208	*	S13	S05	V39	G09	41
AWS Claim Key:	943655	**Doc #:**	02265154		**Trx Code:**		2	**Labor Hrs:**		.4	**Labor Cost:**		34.84	**Material Cost:**		0	**Total Cost:**		34.84				
Dlr Cd-Sub Cd:	05559-*	**Name:**	VILLA FORD				**Ph:**	714-6378222		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	10-MAY-2006		**DIST(Mile):**	5269			
Cust Comments:	CUSTOMER STATES PASSENGER FRONT WINDOW NOISE WHEN FIRST ROLLING DOWN																						
Tech Comments:	R+R DOOR PANEL TO LUBE ASSY																						
1FTWW33P56E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	27-02-06	19-03-06	171152	USA	5	6E01	6C3Z	2560136	BA	S08	S08	V71	B54	01
AWS Claim Key:	1352423	**Doc #:**	02814051		**Trx Code:**		2	**Labor Hrs:**		1	**Labor Cost:**		90.52	**Material Cost:**		388.12	**Total Cost:**		478.64				
Dlr Cd-Sub Cd:	05559-*	**Name:**	VILLA FORD				**Ph:**	714-6378222		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	20-JUL-2006		**DIST(Mile):**	10868			
Cust Comments:	REPAIR LEFT SIDE OF CENTER CONSOLE WEAK & FEELS LOOSE **SOP HERE** **TECH #121*** USE SPO 06131010																						

Tech Comments: CENTER CONSOLE MTIME TO REPLACED CENTER CONSOLE

1FTWW33P56E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 5 1A03 * 6006 * S11 S11 V52 D42 42

AWS Claim Key: 1352424 **Doc #:** 02814054 **Trx Code:** 2 **Labor Hrs:** 2 **Labor Cost:** 181.03 **Material Cost:** 0 **Total Cost:** 181.03

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-JUL-2006 **DIST(Mile):**10868

Cust Comments: CHK LACKS POWER WHEN ACCELERATING FROM STOPS OR WHEN ACCELERATES TO PICK UP SPEED ON FREEWAY **THERE IS A 10 SECOND FLATSPOT THEN WILL ACCELERATE**

Tech Comments: CUSTOMER STATES ENGINE LACKS POWER ENGINE PERFORMANCE DIAG KOEO PASS KOER PASS EXHAUST SYSTEM RESTRICTION PASS BOOST PRESSURE TEST 23 25 PSI INTAKE RESTRICTION PASS FUEL PUMP PRESSURE TEST PASS 49 51 PSI EGR POSITION PASS ROADTEST VEHICLE VEHICLE SHOWS NO SIGNS OF PERFORMANCE ISSUES NO PROBLEM FOUND RETURN TO CUSTOMER

1FTWW33P56H[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 5 7H09 * 19860 * S08 S08 V79 C02 42

AWS Claim Key: 1352425 **Doc #:** 02814056 **Trx Code:** 2 **Labor Hrs:** .6 **Labor Cost:** 54.31 **Material Cost:** 0 **Total Cost:** 54.31

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-JUL-2006 **DIST(Mile):**10868

Cust Comments: CUSTOMER STATES A C WILL START BLOWING COLD AS DRIVING THEN SEEMS TO FADE AWAY & DOESNT FEEL VERY COLD AS HE CONTINUES TOI DRIVE **MAX A C**

Tech Comments: A C PRESSURIZE, LEAK TEST, DISCHARGE, EVACUATE AND CHARGE AIR CO

1FTWW33P56E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 7 1A01 6C3Z 6049 A S11 S11 V45 E23 42

AWS Claim Key: 2066919 **Doc #:** 03285251 **Trx Code:** E84 **Labor Hrs:** 16.8 **Labor Cost:** 1520.74 **Material Cost:** 2333.46 **Total Cost:** 3854.2

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**19-SEP-2006 **DIST(Mile):**14978

Cust Comments: CUSTOMER STATES COOLING SYSTEM ONGOING CONCERN BOILS OUT MAKES A MESS ALL OVER LEFT SIDE OF ENGINE AND HOOD WORSE WHEN TOWING UNDER LOAD

Tech Comments: OVER HEATS ENGINE PERFORMANCE DIAGNOSTICS DIESEL ENGINE DIAGNOSIS

1FTWW33P56[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 7 6V02 6C3Z 2842006 B S06 S06 V09 G07 41

AWS Claim Key: 2066920 **Doc #:** 03285252 **Trx Code:** E84 **Labor Hrs:** 0 **Labor Cost:** 153.78 **Material Cost:** 268.9 **Total Cost:** 422.68

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**19-SEP-2006 **DIST(Mile):**14978

Cust Comments: REPAIR REAR SLIDER WINDOW BINDS WHEN OPENING & CLOSING SOP GLASS HERE SPO#06201041

Tech Comments: WINDOW OSL DONE

1FTWW33P56E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 7 6H01 * 5423208 * S13 S05 V39 G09 41

AWS Claim Key: 2066921 **Doc #:** 03285253 **Trx Code:** E84 **Labor Hrs:** .5 **Labor Cost:** 45.26 **Material Cost:** 0 **Total Cost:** 45.26

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**19-SEP-2006 **DIST(Mile):**14978

Cust Comments: DRIVERS POWER WINDOW MAKES A CRUNCHING NOISE WHEN ROLLING UP TO TOP LOUDER WHEN DOOR CLOSED SITTING IN TRUCK

Tech Comments: NOISEY TRIM PANEL FRONT DOOR REMOVE AND INSTALL

1FTWW33P56[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 7 6H01 * 5423208 * S13 S05 V39 G09 41

AWS Claim Key: 2078503 **Doc #:** 03285254 **Trx Code:** E84 **Labor Hrs:** .2 **Labor Cost:** 18.1 **Material Cost:** 0 **Total Cost:** 18.1

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 19-SEP-2006 **DIST(Mile):** 14978

Cust Comments: PASSENGER FRONT POWER WINDOW MAKES A SQUEAK NOISE WHEN STARTS TO ROLL DOWN FROM TOP OF DOOR

Tech Comments: NOISEY CORRECTION OF SQUEAKS & RATTLES, OR PERFORM MINOR INTERNAL D

1FTWW33P56[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 7 7M01 * 18805 * S09 S09 V81 A07 42

AWS Claim Key: 2066922 **Doc #:** 03285256 **Trx Code:** E83 **Labor Hrs:** .3 **Labor Cost:** 27.16 **Material Cost:** 0 **Total Cost:** 27.16

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 19-SEP-2006 **DIST(Mile):** 14978

Cust Comments: CUSTOMER STATES WHEN RADIO IS ON THE DISPLAY LIGHTS WILL FLICKER ON & OFF LIKE POOR GROUND ONLY THE RADIO LIGHTS WILL FLICKER

Tech Comments: INOP REPLACE RADIO

1FTWW33P56[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 7 7M01 6C3T 18C815 AB S09 S09 V81 A07 42

AWS Claim Key: 2149175 **Doc #:** 16794501 **Trx Code:** E83 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 277 **Total Cost:** 277

Dlr Cd-Sub Cd: 48915-* **Name:** VISTEON AFTERMARKET - U.S. **Ph:** *-* **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 12-OCT-2006 **DIST(Mile):** 14978

Tech Comments: REQUESTING DEALER'S P/A CODE 05559

1FTWW33P56[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 27-02-06 19-03-06 171152 USA 11 1A02 * 6051 * S11 S11 V45 L87 42

AWS Claim Key: 2853651 **Doc #:** 04189651 **Trx Code:** E84 **Labor Hrs:** 10.4 **Labor Cost:** 941.42 **Material Cost:** 1049.86 **Total Cost:** 1991.28

Dlr Cd-Sub Cd: 05559-* **Name:** VILLA FORD **Ph:** 714-6378222 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 29-JAN-2007 **DIST(Mile):** 22515

Cust Comments: WHITE SMOKE FROM EXHAUST

Tech Comments: DIAGNOSE WHITE SMOKE FROM EXHAUST CUSTOMER STATES WHILE DRIVING TEMP GAUGE GOT HOT AND SMOKE FROM EXHAUST VISUAL INSPECTIO NFOUND COOLANT LEVEL LOW APPROX 2 QTS SCAN FOR CODES NONE FOUND PERFORMED TSB 06 21 02 PRESSURE TEST AND DIAG FOUND BOTTLE AND HEATER CORE IN GOOD CONDITION NO LEAKING INTO INTAKE REMOVE AND REPLACE EGR COOLER CLEAR COOLANT FROM EXHAUST AND CYL #7, #5 FOUDN DURING REPAIRS OF E

Any comments? You can contact



webmaster



[redacted]

NUMBER: 06-C-4432-B

27TH JUDICIAL DISTRICT COURT

VS.

PARISH OF ST. LANDRY

PERRY PITRE FORD COMPANY, L.L.C.
AND FORD MOTOR COMPANY

STATE OF LOUISIANA

PETITION FOR REDHIBITION AND DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitioner [redacted] resident of the lawful age of majority domiciled in Ville Platte, Louisiana, who now petitions this Honorable Court as follows:

1.

Made Defendants herein are the following persons and/or entities who are justly and truly indebted unto your Petitioners, jointly and in solido, in a full and true sum as is reasonable in the premises, together with legal interest thereon from the date of judicial demand, until paid, and for all other just and equitable relief to which they may be entitled:

A) **FORD MOTOR COMPANY**, hereinafter "FORD," a foreign corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is CT Corporation Systems, 8550 United Plaza Blvd., Baton Rouge, Louisiana 70809; and

B) **PERRY PITRE FORD COMPANY, L.L.C.**, hereinafter "PERRY PITRE," a local company authorized to do and doing business in the State of Louisiana whose agent for service of process is Perry Pitre, 3420 Hwy. 190, Eunice, Louisiana 70535.

2.

On or about August 1, 2005, Petitioner, [redacted], purchased a **2005 FORD F-250, VIN 1FTSW21505E**[redacted] hereinafter referred to as the "F-250" or the "vehicle"). The purchase price was approximately $39,524.80.

3.

In fact, the F-250 is defective in materials and workmanship. Within the first month after purchase, Petitioner began experiencing defective conditions with the F-250's front-end and suspension. The F-250 has been tendered for repairs six (6) times to no avail.

4.

Petitioner next avers that the "F-250" is a "thing" under La. Civil Code Articles

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Filed August 25th 2006
Deputy Clerk
Ashlie L. Fontenot

2520, et seq.

5.

Petitioner next avers that Defendant, PERRY PITRE, is a "seller" under La. Civil Code Articles 2520, et seq.

6.

Petitioner next avers that the Defendant, FORD, is a "manufacturer" under La. Civil Code Articles 2520, et seq, as they are the final assembler of the subject vehicle.

7.

Petitioner next avers that he is a "buyer" under in La. Civil Code Articles 2520, et seq.

8.

Petitioner next avers that the defects in his vehicle meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

9.

Petitioner next avers that he would not have purchased the vehicle had he known of the hidden redhibitory defects in it.

10.

Petitioner next avers that he has provided the Defendants sufficient notice as required by him under Louisiana law.

11.

Petitioner next avers that he has performed each and every duty required of him under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of the Defendants, as herein alleged.

12.

Petitioner next avers that the Defendants are liable to him for the following non-exclusive list of causes of actions:

A. Redhibition;

B. Breach of Contract; and

C. Breach of Implied and Express Warranties.

As a direct and proximate result of Defendants' willful violation of their obligations under the Louisiana laws, Petitioners have suffered the following:

A. Actual, consequential and incidental damages;

B. The loss of use of their camper while it was tendered to defendants for repairs;

C. The cost of repairs related to these defects;

D. Non-pecuniary damages; and

E. Attorneys' fees.

WHEREFORE, Petitioner, [redacted] pray that, after due proceedings are had, there be judgment in favor of your Petitioner and against the Defendants, **FORD MOTOR COMPANY and PERRY PITRE FORD COMPANY, L.L.C.** all jointly and in solido, for the following:

1. Repurchasing or reducing the purchase price of the **2005 FORD F-250 VIN 1FTSW21505E**[redacted] including all collateral costs at the time of the sale, any and all finance charges, damages, together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date judicial demand, until paid, and for all costs of these proceedings; and/or

2. A judgment herein in favor of Petitioners and against the Defendants, all jointly and in solido, for all damages and expenses sustained by Petitioners together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date judicial demand, until paid, and for all costs of these proceedings.

3. For such other and further relief as the court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED:

[redacted]

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
111 Park West Drive
Scott, Louisiana 70583
Telephone (337) 262-0700
Facsimile (337) 262-0679
Bar Roll No. 23017

St. Landry Parish Clerk Of Court's Office
Filed Aug 25 2006
Dy. Clerk

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Print

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 19-SEP-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 15-SEP-2006

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	10	*	2E03	5C3Z	9F593	DA	S11	V44	E29	42
AWS Claim Key:	1658003	**Doc #:**	02464901		**Trx Code:**		S07	**Labor Hrs:**		1	**Labor Cost:**		49.06	**Material Cost:**		31.28	**Total Cost:**		80.34			
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC			**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	03-AUG-2005		**DIST(Mile):**	10551					
Cust Comments:	CUSTOMER STATES SERVICE ENGINE LIGHT ON, ENGINE SPINS OVER A WHILE BEFORE STARTING, ALSO SEEMS TO HAVE LOSS OF POWER WHILE DRIVING																						
Tech Comments:	EEC TEST FOR DTC CODES, K0E0 P1111, K0EC P0306, K0ER P1111, CHK FUEL PRESSURE, NOT HOLDING, R&R #06 INJECTOR, CLEARED DTC CODES, RETESTED, ROAD TESTED, OK.																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	10	*	6N04	5C3Z	16720	VA	S07	V75	B66	D4
AWS Claim Key:	1658002	**Doc #:**	02464902		**Trx Code:**		1	**Labor Hrs:**		.5	**Labor Cost:**		24.53	**Material Cost:**		15.43	**Total Cost:**		39.96			
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC			**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	03-AUG-2005		**DIST(Mile):**	10551					
Cust Comments:	CUSTOMER STATES F 250 NAMEPLATES ON BOTH FENDERS ARE PEALING																						
Tech Comments:	BOTH EMBLEMS PEELING PAINT, R&R EMBLEMS ON BOTH FRONT FENDER S, OK.																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	15	*	5R02	*	3600	*	S10	V89	C50	42
AWS Claim Key:	3282862	**Doc #:**	02628601		**Trx Code:**		E84	**Labor Hrs:**		2.7	**Labor Cost:**		132.46	**Material Cost:**		23.76	**Total Cost:**		156.22			
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC			**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	03-JAN-2006		**DIST(Mile):**	27183					
Cust Comments:	CUST STATES WHEN HITTING BUMPS ON ROAD, VEHICLE SHAKES SO BADLY, GOES OFF THE ROAD AT TIMES.																						
Tech Comments:	ROAD TEST TO VERIFY CONCERN, REFERENCE OASIS PRINT OUT, REP AIR AS PER TSB 05 22 01 LABOR OPERATIONS 052201B & 052201E, ROAD TESTED, OK.																						
1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	15	*	*	*	*		SXX	V00	*	*
AWS Claim Key:	3282861	**Doc #:**	02628602		**Trx Code:**		05S33	**Labor Hrs:**		.2	**Labor Cost:**		9.81	**Material Cost:**		3.72	**Total Cost:**		13.53			
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC			**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	03-JAN-2006		**DIST(Mile):**	27183					
Cust Comments:	RECALL 05S33, FUEL LINER RETAINER CLIP INSTALLATION, ADDED FROM OASIS PRINT OUT BY RAY GUIDRY S M.																						
Tech Comments:	1 PERFORM RECALL 05S33, INSTALL FUEL LINE RETAINER CLIP.																						

1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	15	*	2G05	*	RECAL	*	S11	V48	P59	04	
AWS Claim Key:	3282860	**Doc #:**	02628603	**Trx Code:**		E84	**Labor Hrs:**	1.5	**Labor Cost:**		73.59	**Material Cost:**	0	**Total Cost:**	73.59									
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC		**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	03-JAN-2006	**DIST(Mile):**	27183									
Cust Comments:	CUST STATES HAS DELAYED SHIFT W PUTTING IN REVERSE AT TIMES, MOSTLY AFTER COLD SOAK, ADDED BY CUST AFTER RO MADE,																							
Tech Comments:	ADDED TO RO BY RAY GUIDRY S M. ROAD TEST TO VERIFY CONCERN, EEC TEST FOR DTC CODES, ALL SYS TEMS PASSED, CHECK TRANSMISSION LINE PRESSURES, OK, CHECKED PCM FOR CALIBRATION UPDATE, REPROGRAM PCM TO LATEST LEVEL, ROAD TEST, OK.																							

1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	16	*	5R02	5C7Z	3600	CBA	S10	V89	N25	42	
AWS Claim Key:	3463606	**Doc #:**	02663501	**Trx Code:**		E84	**Labor Hrs:**	3.8	**Labor Cost:**		186.43	**Material Cost:**	243.35	**Total Cost:**	429.78									
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC		**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	01-FEB-2006	**DIST(Mile):**	28913									
Cust Comments:	CUST STATES WHEN HITTING BUMPS IN ROAD AT TIMES, VEHICLE SHAKES SHIMMIES VIBRATES VERY HARD.																							
Tech Comments:	RD TEST TO VERIFY CONCERN, HAS VIOLENT VIBRATION AT TIMES WHENN HITTING BUMPS, CALLED FORD TECT HOTLINE, SPOKE TO MATT HOTLINE REPORT #6BACE009, WAS ADVISED TO CHECK & TORQUE TRACK BAR TO 406 LBS, CHECK TIRE PRESSURE, INFLATE AS PER DOOR LABLE SPECS, ADVISE CUSTOMER TO KEEP AT SUCH, TIRES WERE AT 32 PSI, INFLATE TO 75 PSI, TORQUE TRACK BAR AS PER																							

1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	17	*	5G02	5C3Z	3B440	DDD	S10	V89	H26	W6	
AWS Claim Key:	3796363	**Doc #:**	02683701	**Trx Code:**		E84	**Labor Hrs:**	3.3	**Labor Cost:**		161.89	**Material Cost:**	19.96	**Total Cost:**	181.85									
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC		**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	17-FEB-2006	**DIST(Mile):**	29453									
Cust Comments:	CUST STATES VEHICLE PULLS TO RHS WHILE DRIVING.																							
Tech Comments:	ROAD TEST TO VERIFY CONCERN, CHECKED LEFT & RIGHT CAMBER, CA STER & TOE IN, L CAM 0.75, R CAM 0.50, L CAST +4.30, R CAS T +4.00, L TOE .25, R TOE +.30, INSTALL 3B440 CMABER KIT BOTH SIDES, ADJUSTED LEFT & RIGHT CAMBER, CASTER & TOE IN, L CAM +1 4, R CAM +1 4, L CAST +4.00, R CAST +4.50, LEFT & RIGHT TOE IN +.10, ROAD TESTED, OK.																							

1FTSW21505E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	03-10-04	14-10-04	123237	USA	22	*	5G02	*	3049	*	S10	V89	N25	42	
AWS Claim Key:	5451007	**Doc #:**	02856801	**Trx Code:**		E84	**Labor Hrs:**	2.8	**Labor Cost:**		142.71	**Material Cost:**	183.72	**Total Cost:**	326.43									
Dlr Cd-Sub Cd:	06506-*	**Name:**	PERRY PITRE FORD CO INC		**Ph:**	337-4572231	**St:** LA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	24-JUL-2006	**DIST(Mile):**	35594									
Cust Comments:	CUST STATES HAS VIOLENT STEERING WHEEL TOTAL VEHICLE VIBRAT ION AT HWY SPEEDS W HITTING BUMPS IN ROAD.																							
Tech Comments:	RD TEST TO VERIFY CONCERN, CALLED FORD TECHNICAL HOTLINE, SPOKE TO LARRY, HLR #6BACE009, ENGINEER ADVISE TO REPLACE TRAC BAR, BALL JOINT ON HOUSING & NUT, REPLACE AS PER EN GINEER INSTRUCTIONS, ROAD TESTED, OK.																							

Any comments? You can contact



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF BERRIEN

[redacted]

Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware Corporation
and SIEMANS FORD, INC., a Michigan Corporation,
Jointly and Severally,

Defendants.

_____/

CONSUMER LEGAL SERVICES, P.C.
STEVEN G. STANCROFF P-43939
MARK ROMANO P-44014
STEVEN S. TOTH P-44487
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

_____/

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Benton Harbor, Berrien County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Siemans Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Bridgman, Berrien County, Michigan.

4. On or about May 26, 2006, Plaintiff purchased a 2006 Ford F-250, VIN: 1FTSW21P86E[redacted]hereinafter referred to as "2006 F-250"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2006 F-250 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2006 F-250 to the Manufacturer's authorized agents/dealers, including Seller, on three (3) different occasions and the vehicle has been out of service due to repairs for over thirty (30) days (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2006 F-250 include the following:

Date	Mileage	Invoice#	Complaint
07/03/06	3,390	[redacted]	**VIBRATION DEFECT:** Tires feathering bad and feels a vibration in seat; when hitting bumps vehicle jumps left or right; when hitting bumps engine stalls and brakes do not work
08/04/06	3,492		**VIBRATION DEFECT:** Left rear tire will not balance and needs to be replaced
08/11/06	3,569		**VIBRATION DEFECT:** Vehicle wanders while driving

30+ Days Out of Service

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

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

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT; MCLA 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCLA 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCLA 257.1401(b).

12. The 2006 F-250 is a "motor vehicle" under the Lemon Law, MCLA 257.1401(d).

13. The 2006 F-250 is a "new motor vehicle" under the Lemon Law, MCLA 257.1401(e).

14. The express warranty given by Manufacturer, covering the 2006 F-250 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(c).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(f).

16. Plaintiff's 2006 F-250 has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers; and/or

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

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

18. Manufacturer's attempted repair was unsuccessful as the 2006 F-250 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2006 F-250 to the Plaintiff and/or prevent the 2006 F-250 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2006 F-250 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the full purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle not exceeding 10 cents per mile driven at the time of the initial report of the defect or condition or 10 percent of the purchase price, whichever is less. In addition, pursuant to MCLA 257.1403(2), the Manufacturer must pay off the balance on the retail installment contract.

C. Pursuant to MCLA 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. For prejudgment interest.

E. For such other and further relief as may be justified in this action.

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

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though fully restated and realleged.

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

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

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

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

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

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2006 F-250 to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

24. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS ($25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

CONSUMER LEGAL SERVICES

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

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

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

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

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

(a) The Manufacturer and Seller represented to Plaintiff the 2006 F-250 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2006 F-250 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2006 F-250, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2006 F-250.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2006 F-250 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2006 F-250 to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2006 F-250 to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2006 F-250 to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

29. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

30. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 29 as though herein fully restated and realleged.

31. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

32. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

33. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

34. The 2006 F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

35. The 2006 F-250 was manufactured, sold and purchased after July 4, 1975.

36. The express warranty given by the Manufacturer pertaining to the 2006 F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

37. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

38. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2006 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT V
REVOCATION OF ACCEPTANCE

39. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 38 as though herein fully restated and realleged.

40. Plaintiff accepted the 2006 F-250 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

41. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

42. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

43. The nonconformities substantially impaired the value of the 2006 F-250 to the Plaintiff.

44. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2006 F-250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

45. Manufacturer and Seller have nevertheless refused to accept return of the 2006 F-250 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2006 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF IMPLIED WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

46. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 45 as though herein fully stated and realleged.

47. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2006 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: [redacted]

Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

Dated: August 14, 2006

0040311458

M&I Dealer Finance, Inc.

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

BUYER(S) [redacted]
Address [redacted]
BENTON HARBOR, MI [redacted]
"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

Date 05/26/2006
SELLER SIEMANS FORD, INC.
Address 8961 RED ARROW HIGHWAY
BRIDGMAN, MI 49106
"We" and "us" mean the Seller above, its successors and assigns.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

YEAR, MAKE, MODEL	NEW OR USED	MANUFACTURERS SERIAL NUMBER
2006 FORD F-250	NEW	1FTSW21P86EC[redacted]

Other:

Description of Trade-In 2004 FORD F-150 1FTPW14504K[redacted]

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. Our interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle. You also assign to us and give us a security interest in the following collateral security: proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of $ 60141.70, plus finance charges accruing on the unpaid balance at the rate of 9.3900 % per year from today's date until paid in full. Finance charges accrue on a actual 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of $ N/A if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of
9.39%	$ 18876.14	$ 60141.70	$ 79017.84	$ 1500.00 $ 80517.84

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	1097.47	MON[redacted]NNING 07/01/2006

NOTE

Security: You are giving a security interest in the Motor Vehicle purchased.

☐ **Late Charge:** If a payment is more than 10 days late, you will be charged the greater of $15.00 or 5% of the payment amount.

Prepayment: If you pay off this Contract early, you ☒ may ☐ will not have to pay a Minimum Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term _____

Credit Disability: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term _____

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of $ 3299.70)	$	58373.70
Service Contract, Paid to: SERVICE CONTRAC	$	2445.00
Amount to Finance line e. (if e. is negative)	$	N/A
Cash Price	$	60818.70
Manufacturer's Rebate	$	3000.00
Cash Down Payment	$	1000.00
Deferred Down Payment	$	N/A
a. Total Cash/Rebate Down	$	4000.00
b. Trade-In Allowance	$	29000.00
c. Less: Amount owing	$	31500.00
Paid to: N/A		

EXHIBIT A

[redacted]

BENTON HARBOR, MI [redacted]
HOME: [redacted] BUS:

INVOICE

PAGE 1

Siemans
IN BRIDGMAN
8961 Red Arrow Highway · P.O. Box 768
Bridgman, Michigan 49106
269-465-5344 or 269-925-3673

SERVICE ADVISOR: 4880 RENE ALLEN EVANS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
TRUE BLUE	06	FORD F-250	1FTSW21P86E[redacted]		3390/3405	T2510

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26MAY06 IS			18:00 03JUL06			CASH	13JUL06

R.O. OPENED	READY	OPTIONS: STK: [redacted]
09:11 03JUL06	08:48 13JUL06	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES TIRES FEATERING BAD AND FEELS A VIBRATION IN SEAT
CAUSE: TIRES OUT OF BALANCE
1007D3T TIRE AND WHEEL - BALANCE (ALBAL/FRBAL/RRBAL) - L
[redacted] LIC#: [redacted]
WF
1007D1 TIRES AND WHEELS - CHECK RUN-OUT (TIRE/1007) - L (N/C)
2588 SURCH,JOEL LIC#: M161369
WF
1007D ROTATIONAL NOISE/VIBRATION/HARSHNESS - DIAGNOSIS - L (N/C)
2588 [redacted] LIC#: [redacted]
WF
FC: N25 D9
PART#: 1007
COUNT:
CLAIM TYPE:
AUTH CODE:
2588 (N/C)

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

****

B CUSTOMER STATES WHEN HITS BUMPS VEHICLE JUMPS LEFT OR RIGHT
CAUSE: SUSPENSION ALL OK AT THIS TIME
MT3130 SUSPENSION CONCERN
7239 MARTIN JR,RICHARD LIC#: M191291
WF
FC: H44 42
PART#: 3A130
COUNT:
CLAIM TYPE:
AUTH CODE:
7239 (N/C)

( ) CASH ( ) CHECK CHECK NO. ( )
( ) VISA ( ) MASTERCARD ( ) DISCOVER
( ) AMER. EXPRESS ( ) OTHER ( ) CHARGE

DATE: INITIALS:

- CERTIFICATION -
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300).

COMPANY AUTHORIZED REPRESENTATIVE _____
(FULL SIGNATURE REQUIRED)

THANK YOU FOR YOUR BUSINESS ! !

_____
CUSTOMER SIGNATURE

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

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

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

Thank You **CUSTOMER COPY**

MICH. FACILITY NO. F-104157

EXHIBIT B

[redacted]

[redacted]

BENTON HARBOR, MI [redacted]
HOME: [redacted] BUS:

INVOICE

PAGE 2

SIEMANS
IN BRIDGMAN
8961 Red Arrow Highway · P.O. Box 768
Bridgman, Michigan 49106
269-465-5344 or 269-925-3673

SERVICE ADVISOR: 4880 RENE ALLEN EVANS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
TRUE BLUE	06	FORD F-250	1FTSW21P86E[redacted]		3390/3405	T2510

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26MAY06 IS			18:00 03JUL06			CASH	13JUL06

R.O. OPENED	READY	OPTIONS: STK: [redacted]
09:11 03JUL06	08:48 13JUL06	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

DRIVE UNABLE TO DUPLICATE INSPECT SUSPENSION AL L TIGHT NO TSBS OR SSMS
****
C CUSTOMER STATES WHEN HIT BIG BUMPS ENGINE STALLS AND BRAKES DO NOT WORK
CAUSE: NO PROBLEM FOUND
12650D EEC (QUICK TEST) - DIAGNOSIS - L [redacted]

FC: D21 42
PART#: 12A650
COUNT:
CLAIM TYPE:
AUTH CODE:
7239

(N/C)

PARTS: 0.00 [redacted] TOTAL L[redacted] 0.00

PERFORM EEC TEST ALL PASS CHECK FOR CHARTED WIR ES NONE FOUND RUN OASIS NOT SSMS OR TSBS

SIEMANS IN BRIDGMAN

THANK YOU FOR SHOPPING AT SIEMANS SERVICE

ALWAYS REMEMBER, PROPER MAINTENANCE OF YOUR VEHICLE IS THE BEST WAY TO AVOID UNEXPECTED BREAKDOWNS.

OUR SERVICE TEAM GOAL IS YOUR SATISFACTION.

( ) CASH ( ) CHECK CHECK NO. ( )
( ) VISA ( ) MASTERCARD ( ) DISCOVER
( ) ( ) CHARGE

DATE:

IMPORTANT
You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If for any reason you cannot answer "COMPLETELY SATISFIED," please call us immediately so we can correct the problem.

ALL REPAIRS PERFORMED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR LAW

COMPANY [redacted]

THANK YOU [redacted] (ALL SIGNATURE REQUIRED)

[redacted] SIGNATURE

STATEMENT OF DISCLAIMER
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CUSTOMER SIGNATURE

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

Thank you for this opportunity to perform all the repairs requested on this repair order to your complete satisfaction. If you are not completely satisfied, tell your friends. If not, tell us immediately.

MICH. FACILITY NO. F-104157

(c) 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

Thank You **CUSTOMER COPY**

[redacted]

[redacted]

BENTON HARBOR, MI [redacted]
HOME: [redacted] BUS:

INVOICE

PAGE 1

Siemans of Bridgman
8961 Red Arrow Highway · P.O. Box 768
Bridgman, Michigan 49106
269-465-5344 or 269-925-3673

SERVICE ADVISOR: 4880 RENE ALLEN EVANS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
TRUE BLUE	06	FORD F-250	1FTSW21P86E[redacted]		3492/3522	T2510

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26MAY06 IS			18:00 04AUG06			CASH	07AUG06

R.O. OPENED	READY	OPTIONS: STK: [redacted]
09:47 04AUG06	07:42 07AUG06	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	LEFT REAR TIRE WILL NOT BALANCE AND NEEDS TO BE REPLACED							
	22 WHEELS							
			999	INP				(N/C)
	SUBL BARODA TIRE							
				INP				(N/C)

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

REPLACE LEFT REAR TIRE OK NOW

****

THANK YOU FOR SHOPPING AT SIEMANS SERVICE

ALWAYS REMEMBER, PROPER MAINTENCE OF YOUR [redacted] IS THE BEST WAY TO AVOID UNEXPECTED [redacted]

OUR SERVICE TEAM GOAL IS YOUR SATISFACTION.

( ) CASH ( ) CHECK CHECK NO. ( )
( ) VISA ( ) MASTERCARD ( ) DISCOVER
( ) AMER. EXPRESS ( ) OTHER ( ) CHARGE

DATE: INITIALS:

-CERTIFICATION-

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300).

COMPANY AUTHORIZED REPRESENTATIVE _____ (FULL SIGNATURE REQUIRED)

THANK YOU FOR YOUR BUSINESS ! !

_____ CUSTOMER SIGNATURE

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

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

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

MICH. FACILITY NO.
F-104157

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI3C

Thank You CUSTOMER COPY

[redacted]

[redacted]

BENTON HARBOR, MI [redacted]

HOME: [redacted] BUS:

INVOICE

PAGE 1

Siemans in Bridgman
8961 Red Arrow Highway - P.O. Box 768
Bridgman, Michigan 49106
269-465-5344 or 269-925-3673

SERVICE ADVISOR: 9195 JAMES HAUSMANN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
TRUE BLUE	06	FORD F-250	1FTSW21P86E[redacted]		3569/3583	T9610

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	RO NO.	RATE	PAYMENT	INV. DATE
26MAY06 IS			18:00 11AUG06			CASH	11AUG06

R.O. OPENED	READY	OPTIONS:	STK:
07:48 11AUG06	14:49 11AUG06		[redacted]

OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE WANDERS WHILE DRIVING-SEE JOE S.
CAUSE: PERFORM TSB 061501 NO PROBLEM FOUND
061501B TSB #061501
2588 SURCH,JOEL LIC#: M161369 (N/C)
FC: H44 42 PART#: NPF COUNT:
CLAIM TYPE:
AUTH CODE:
2588
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

DIAG AND TEST DRIVE CHECK W/LIKE VEHICLE FOUND TSB 061501 SET ALL TIR
PRESSURES RETORQUE [redacted] NO PROBLEMS FOUND
AT THI S TIME

B LOANER VEHICLE FOR CUSTOMER RESERVED.
LV LOANER VE[redacted]
999 [redacted] .00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

THANK YOU FOR SHOPPING AT SIEMANS SERVICE

ALWAYS REMEMBER, PROPER MAINTENCE OF YOUR VEHICLE IS THE BEST WAY TO AVOID UNEXPECTED BREAKDOWNS.

OUR SERVICE TEAM GOAL IS YOUR SATISFACTION.

( ) CASH ( ) CHECK CHECK NO. ( )
( ) VISA ( ) MASTERCARD ( ) DISCOVER
( ) AMER. EXPRESS ( ) OTHER ( ) CHARGE

DATE: INITIALS:

- CERTIFICATION -
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COMPANY AUTHORIZED REPRESENTATIVE _____ (FULL SIGNATURE REQUIRED)

THANK YOU FOR YOUR BUSINESS ! !

CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

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

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

Thank You

CUSTOMER COPY

MICH. FACILITY NO. F-104157

INVOICE #2 KSI3C

CONSUMER[SM]
LEGAL
SERVICES, P.C.
ATTORNEYS AND COUNSELORS
www.LemonAuto.com

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
CHRISTOPHER A. WINKLER
KARL P. HEIL

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX: (734) 261-4737

August 11, 2006

[redacted]
Bridgman, MI [redacted]

RE: 2006 Ford F-250
VIN: 1FTSW21P86E[redacted]

Dear [redacted]

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at [redacted] Ford, Inc. on or about May 26, 2005. Mr. [redacted] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby reject and/or revoke acceptance of the 2006 F-250 and is prepared to file suit to effect rejection, revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[redacted] intends to hold [redacted] Ford, Inc. and Ford Motor Company, liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

EXHIBIT C

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX: (616) 452-2021

4680 W. HOUGHTON LAKE DRIVE
HOUGHTON LAKE, MI 48629
(989) 366-1006
FAX: (989) 366-4005

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439
(810) 603-2676
FAX: (810) 603-2677

Since the date [redacted] took delivery, the vehicle has been out of service for well over 30 days and the vehicle's defects have not been cured. Therefore, please contact my office to make arrangements for return of the subject vehicle in exchange for a refund of the purchase price plus all incidental and consequential damages. If I do not hear from you within 14 days, I will assume that you refuse to accept return of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for [redacted] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize him continued use of the vehicle to minimize his damages.

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

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

[redacted]
Steven S. Toth, Esq.

cc: [redacted]

All Action Details for Issue

Print

VIN: 1FTSW21P86E[redacted] **Year:** 2006 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]
Name: [redacted] **Owner Status:** Original **WSD:** 2006-05-26
Symptom Desc: SUSPENSION RIDE QUALITY HARSH **Primary Phone:** [redacted]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST **Secondary Phone:**
Issue Type: 03 CONCERN **Issue Status:** CLOSED
Initial Customer Contact: 08/15/2006

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
Dealer: 09629 SIEMANS FORD, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 3600 MI **Comm Type:** PHONE
Analyst Name: KRISTIN RADIGAN (KRADIGAN) **Analyst:** KRADIGAN
Action Date: 08/15/2006 **Action Time:** 09.30.56.333 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[redacted]		[redacted]		PARENT

Comments CUSTOMER SAID: -HAVE HAD THE VEH AT THE DLR FOUR TIMES -HAD FOR 37 DAYS THE FIRST TIME AND 1 DAY THE SECOND -HAVE NOT FIXED THE PROBLEM -LIKE DRIVING ON FLAT TIRES -CANNOT GO OVER 40 MPH WHILE PULLING A TRAILER OR IT WILL GO SIDEWAYS ON THE ROAD -SHAKES REALLY BAD AT ABOUT 45 MPH -WANTS TO GET RID OF THE VEHDEALER SAID: -ALL OF THE VEH DO THIS --SIEMANS FORD INC -8961 RED ARROW HWY -BRIDGMAN, MI 49106 -TEL: (269) 465-5344CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO THE DEALERSHIP. THE CRM\SM WILL CONTACT YOU TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD 'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY*** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.---ADVISED CUST AS TO ABOVE ----------OBC TO DLR SPOKE TO CRAIG SM -CUST IS TRYING TO INVOKE THE LEMON LAW -THERE WAS NO PROBLEM FOUND -CUST ASKED THE DLR TO PARK THE VEH OUT BACK BECAUSE HIS SON WAS GOING TO KOREA -CUST CAME BACK AND ASKED HOW LONG THE VEH HAD BEEN THERE THEN WANTED THE LEMON LAW -THERE IS NOTHING WRONG WITH THE VEH

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09629 SIEMANS FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3600 MI **Comm Type:** PHONE
Analyst Name: MCDONALD (KMCDON34),KRISTOPHER **Analyst:** KMCDON34
Action Date: 08/23/2006 **Action Time:** 14.41.44.943 **Action Data:** No

Comments CCST KMCDON34 7056 -SPOKE TO DLR AND THEY SAY THAT THE CUST ASKED THAT THE VEH BE KEPT AT THE DLR BECAUSE THEY WERE GOING OUT OF TOWN FOR A MONTH -DLR CLOSED R.O.'S AS THE VEH WAS REPAIRED -TOTAL NUMBER OF DAYS THAT THE VEH HAS BEEN OUT OF SERVICE IS ABOUT 5 DAYS

Action: UNABLE TO CONTACT CUSTOMER TO DATE
Dealer: 09629 SIEMANS FORD, INC. **Origin Desc:** DEALER
Odometer: 3600 MI **Comm Type:** OTHER
Analyst Name: RENE EVANS **Analyst:** R-EVAN21
Action Date: 08/25/2006 **Action Time:** 14.43.41.600 **Action Data:** No



All Action Details for Issue

Print



STANDARD CLAIMS LIST

AWS Online Report

Run Date: 02-OCT-2006
Note: All Costs are in US Dollars Server Name: AWS New Prod AWSPPRDDG- Claims loaded through 28-SEP-2006

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	14-12-05	26-05-06	148580	USA	1	*	5K01	*	1007	*	S10	V89	N25	D9
AWS Claim Key:	1326723	**Doc #:**	1512681		**Trx Code:**		2	**Labor Hrs:**		1.9	**Labor Cost:**		138.62	**Material Cost:**		0		**Total Cost:**		138.62			
Dlr Cd-Sub Cd:	09629-*	**Name:**	SIEMANS FORD, INC.				**Ph:**	269-4655344		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	03-JUN-2006		**DIST(Mile):**	3390		
Cust Comments:	CUSTOMER STATES TIRES FEATHERING BAD FEELS A VIBRATION IN SEAT																						
Tech Comments:	DIAG AND TEST DRIVE WHEELS OUT OF BALANCE																						
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	14-12-05	26-05-06	148580	USA	1	*	5N01	*	3A130	*	S10	V89	H44	42
AWS Claim Key:	1326724	**Doc #:**	1512682		**Trx Code:**		2	**Labor Hrs:**		.6	**Labor Cost:**		43.78	**Material Cost:**		0		**Total Cost:**		43.78			
Dlr Cd-Sub Cd:	09629-*	**Name:**	SIEMANS FORD, INC.				**Ph:**	269-4655344		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	03-JUN-2006		**DIST(Mile):**	3390		
Cust Comments:	CUSTOMER STATES WHEN HITS BUMP VEHICLE JUMPS LEFT OR RIGHT																						
Tech Comments:	TEST DRIVE UNABLE TO DUPLICATE INSPECT SUSPENSION ALL TIGHT NO TSB'S OR SSM'S																						
1FTSW21P86[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	14-12-05	26-05-06	148580	USA	1	*	2G01	*	12A650	*	S11	V52	D21	42
AWS Claim Key:	1326725	**Doc #:**	1512683		**Trx Code:**		S07	**Labor Hrs:**		.2	**Labor Cost:**		14.59	**Material Cost:**		0		**Total Cost:**		14.59			
Dlr Cd-Sub Cd:	09629-*	**Name:**	SIEMANS FORD, INC.				**Ph:**	269-4655344		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	03-JUN-2006		**DIST(Mile):**	3390		
Cust Comments:	CUSTOMER STATES WHEN HIT BIG BUMPS ENGINE STALLS AND BRAKES INOP																						
Tech Comments:	PERFORM EEC TEST ALL PASS CHECK FOR CHAFFED WIRES NONE FOUND RUN OASIS NO SSM'S OR TSB'S																						
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	14-12-05	26-05-06	148580	USA	3	*	5N01	*	3E651	*	S10	V89	H44	42
AWS Claim Key:	1558961	**Doc #:**	1525251		**Trx Code:**		2	**Labor Hrs:**		1.4	**Labor Cost:**		102.14	**Material Cost:**		0		**Total Cost:**		102.14			
Dlr Cd-Sub Cd:	09629-*	**Name:**	SIEMANS FORD, INC.				**Ph:**	269-4655344		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	11-AUG-2006		**DIST(Mile):**	3569		
Cust Comments:	CUSTOMER STATES VEHICLE WANDERS WHILE DRIVING																						
Tech Comments:	DIAG AND TEST DRIVE W/LIKE VEHICLE FOUND TSB #061501 SET ALL PRESSURES RETORQUE FRONT SUSPENSION PARTS ROAD TEST NO PROBLEM FOUND AT THIS TIME																						
1FTSW21P86[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	14-12-05	26-05-06	148580	USA	4	*	5O01	*	3504	*	S10	V89	N24	42
AWS Claim Key:	1752390	**Doc #:**	12264601		**Trx Code:**		2	**Labor Hrs:**		.5	**Labor Cost:**		34.48	**Material Cost:**		0		**Total Cost:**		34.48			
Dlr Cd-Sub Cd:	03081-*	**Name:**	SCHROEDER FORD LINCOLN MERCURY				**Ph:**	269-9252011		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	14-SEP-2006		**DIST(Mile):**	4205		
Cust Comments:	CUSTOMER STATES THAT VIBRATION UNEVEN STEERING OCCURS AT SPEEDS OF 65 75 MPH.																						
Tech Comments:	PERFORMED ROAD TEST. COULD NOT DUPLICATE ISSUE. CK SUSPENSION AND STEERING ROAD TEST 9 MILES DRIVES NORMAL																						



KENTUCKY UNIFORM POLICE
TRAFFIC COLLISION REPORT

					MASTER FILE # 70472066			
INVESTIGATING AGENCY: KY STATE POLICE. POST 13					AGENCY ORI NUMBER: KSP1300			LOCAL CODE:
ROADWAY NAME: CRAWFORD MT EAST			PARKING LOT: N		INTERSECTION WITH: N			BETWEEN STREETS: N
ROADWAY #	DISTANCE FROM MILEPOINT	MILEPOINT #	INJURED	KILLED	# UNITS INVOLVED: 2	HIT & RUN: NO	ONE WAY: NO	SPEED LIMIT: 55 MPH
IN CITY LIMITS?: YES	LATITUDE DEG: 37 MIN: 17.148						COLLISION DATE AND TIME: 08/21/2007 09:00	
MILES FROM CITY	LONGITUDE DEG: 83 MIN: 12.384							
CITY/TOWN: 09701 - HAZARD	RAMP: NO	FROM:					TO:	DIR: DIR:
MANNER OF COLLISION: 07 - SIDESWIPE-OPPOSITE DIRECTION	LOCATION 1ST EVENT: 03 - ON ROADWAY				TRAFFIC CONTROL: 01 - ADVISORY SPEED SIGN, 03 - CURVE SIGN			
ROADWAY TYPE: 01 - COUNTY ROAD	TOTAL LANES: 2	ROADWAY CHARACTER: 02 - CURVE & HILLCREST			ROADWAY SURFACE: 01 - ASPHALT		ROADWAY CONDITION: 05 - WET	
WEATHER: 06 - RAINING	LIGHT CONDITION: 02 - DAYLIGHT				LAND USE: 01 - BUSINESS		SCHOOL BUS RELATED: 03 - NOT APPLICABLE	
FIRST AID AT SCENE: NO	FIRST AID GIVEN BY							
INJURED REMOVED TO								
EMS AGENCY AND RUN #	NOTIFIED TIME	ARRIVED TIME	TIME AT HOSPITAL	EMS AGENCY AND RUN #	NOTIFIED TIME	ARRIVED TIME	TIME AT HOSPITAL	EMS AGENCY AND RUN #	NOTIFIED TIME	ARRIVED TIME	TIME AT HOSPITAL
INJURED OR DECEASED REMOVED BY											
1 PROPERTY DAMAGE - OTHER THAN VEHICLES								PROPERTY: -			
OWNER/ADDRESS											
2 PROPERTY DAMAGE - OTHER THAN VEHICLES								PROPERTY			
OWNER/ADDRESS											
3 PROPERTY DAMAGE - OTHER THAN VEHICLES								PROPERTY			
OWNER/ADDRESS											

INV. COMPLETE: YES	PHOTOS: YES	PHOTOGRAPHER UNIT NO.: 278				
INVESTIGATOR: PICKRELL J	ID NUMBER: 278	BEAT OR POST NO.: 13	TIME NOTIFIED: 09:15	TIME ARRIVED: 09:50	RDWY OPENED: 10:45	
REVIEWED BY: R ENGLE						PAGE: 1 OF 4

KENTUCKY UNIFORM POLICE TRAFFIC COLLISION REPORT - NARRATIVE

KSP 74 Revised 1/2000

INVESTIGATING AGENCY	AGENCY ORI NUMBER	LOCAL CODE
KY STATE POLICE, POST 13	KSP1300	

MASTER FILE # 70472066

UNIT 1 WAS TRAVELING DOWN CRAWFORD MT. AND THE STEERING WENT OUT ON HIS TRUCK. UNIT 2 WAS TRAVELING UP CRAWFORD MT. UNIT 1 STRUCK 2 IN THE SIDE AND THEN STRUCK THE GUARDRAIL. UNIT 1 ADVISED THAT HE HAD LEFT HIS TRUCK AT MT. FORD IN REFERENCE TO FRONT END REPAIR AND HAD JUST PICKED IT BACK UP. IT WAS ALSO RAINING AND CRAWFORD MT. WAS WET AND SLIPPERY.

KENTUCKY UNIFORM POLICE TRAFFIC COLLISION REPORT - UNIT

MASTER FILE # 70472066

INVESTIGATING AGENCY	AGENCY ORI NUMBER	LOCAL CODE
KY STATE POLICE, POST 13	KSP1300	

UNIT #	TOWED?	# OCCUPANTS	PEDESTRIAN FACTORS
2	YES - WALKERTOWN	1	

OPERATOR'S LIC. NO. [redacted] STATE: KY

OPERATORS LICENSE RESTRICTIONS:

CDL	CO. RESIDENT	OWNER
NO	YES	YES

OPERATOR NAME (LN, FN, MI): [redacted]

DATE OF BIRTH: [redacted] ADDRESS: [redacted] VIPER, KY

COMPLIANT: YES

A. PRE-COLLISION VEHICLE ACTION	B. UNIT TYPE	C. FIRE	D. OVERTURNED
05 - GOING STRAIGHT AHEAD	08-LT TRUCK(VAN/SPORTS UTILITY/PICKUP)	NO	NO

E. HUMAN FACTORS: 99 - NONE DETECTED

F-H. EVENT COLLISION
1ST: 05 - OTHER MOTOR VEHICLE

I. VEHICULAR FACTORS	J. ENVIRONMENTAL FACTORS
99 - NONE DETECTED	99 - NONE DETECTED

K. UNDERRIDE/OVERRIDE: 01 - NO UNDERRIDE/OVERRIDE

INVOLVED PERSONS: NAME, ADDRESS, CITY, STATE AND ZIP	DOB/DOD	14	15	16	17	18	19	20	21	22	23
[redacted] MALE VIPER, KY [redacted]	DOB: [redacted]	08,01	NO	01	05		01	01	01	01	01

VEH YEAR	MAKE	MODEL	TYPE	STATE	REGISTRATION NUMBER	YEAR
2003	NISSAN	FRONTIER	PK	KY	[redacted]	2008

VEHICLE ID NUMBER	VEHICLE INSURED	NAME OF INSURANCE CO.	COLOR OF VEH
1N6ED26Y83[redacted]	YES	SAFECO	SILVER

1ST AREA OF CONTACT	1ST AREA CONTACT - COMBINATION VEHICLE	EXTENT OF DAMAGE	AIR BAG SWITCH	TRAVEL DIRECTION
07 - LEFT SIDE		MINOR/MOD	ON	WEST

ESTIMATED TRAVEL SPEED	MOST HARMFUL EVENT

COMMERCIAL VEH.	HAZ. CARGO	HAZ. SPILL	HAZ. CARGO CODE	TYPE CARGO/COMMODITY	NAS SAFETY REPORT #
NO					

SINGLE/COMBINATION/BOBTAIL	NO. AXLES	NO. TRAILERS	US DOT #	ICC MC #	CRASH AVOIDANCE (Fatal Only)

GVWR TOTAL	MOTOR CARRIER NAME	CARRIER NAME SOURCE

MOTOR CARRIER ADDRESS

VIOLATION CODES	CITATION NUMBER	CASE NUMBER	SUSPECTED DRINKING DRIVER	METHOD OF DETERMINATION
			NO	02 - OBSERVATION

TAKEN BY

TEST OFFERED	CHEMICAL TEST	TESTED FOR	SENT TO	RESULTS	PAGE
NO					3 OF 4

KENTUCKY UNIFORM POLICE TRAFFIC COLLISION REPORT - UNIT

INVESTIGATING AGENCY: KY STATE POLICE, POST 13		MASTER FILE #: 70472066	
	AGENCY ORI NUMBER: KSP1300		LOCAL CODE:

UNIT #	TOWED?	# OCCUPANTS	PEDESTRIAN FACTORS
1	YES - CHARLIE BAKER	1	

OPERATOR'S LIC. NO.	STATE	OPERATORS LICENSE RESTRICTIONS
[redacted]	KY	

CDL	CO. RESIDENT	OWNER
NO	YES	NO

OPERATOR NAME (LN, FN, MI): [redacted]

DATE OF BIRTH: [redacted]

HAZARD, KY [redacted]

COMPLIANT: YES

A. PRE-COLLISION VEHICLE ACTION	B. UNIT TYPE	C. FIRE	D. OVERTURNED
05 - GOING STRAIGHT AHEAD	08-LT TRUCK(VAN/SPORTS UTILITY/PICKUP)	NO	NO

E. HUMAN FACTORS: 99 - NONE DETECTED

F-H. EVENT COLLISION
1ST: 05 - OTHER MOTOR VEHICLE
2ND: 20 - GUARDRAIL FACE

I. VEHICULAR FACTORS
07 - STEERING FAILURE

J. ENVIRONMENTAL FACTORS
11 - SLIPPERY SURFACE

K. UNDERRIDE/OVERRIDE: 01 - NO UNDERRIDE/OVERRIDE

INVOLVED PERSONS: NAME, ADDRESS, CITY, STATE AND ZIP	DOB/DOD	14	15	16	17	18	19	20	21	22	23
[redacted] MALE HAZARD, KY [redacted]	DOB: [redacted]	01	NO	01	05		01	01	01	01	01
CITY OF HAZARD, HAZARD, KY [redacted]		08	NO								

VEH YEAR	MAKE	MODEL	TYPE	STATE	REGISTRATION NUMBER	YEAR
2006	FORD	F-250	PK	KY	N1344	2008

VEHICLE ID NUMBER	VEHICLE INSURED	NAME OF INSURANCE CO.	COLOR OF VEH
1FTNF21546E [redacted]	YES	KY LEAGUE OF CITIES	BLUE

1ST AREA OF CONTACT	1ST AREA CONTACT - COMBINATION VEHICLE	EXTENT OF DAMAGE	AIR BAG SWITCH	TRAVEL DIRECTION
07 - LEFT SIDE		MINOR/MOD	ON	EAST

ESTIMATED TRAVEL SPEED	MOST HARMFUL EVENT

COMMERCIAL VEH.	HAZ. CARGO	HAZ. SPILL	HAZ. CARGO CODE	TYPE CARGO/COMMODITY	NAS SAFETY REPORT #
NO					

SINGLE/COMBINATION/BOBTAIL	NO. AXLES	NO. TRAILERS	US DOT #	ICC MC #	CRASH AVOIDANCE (Fatal Only)

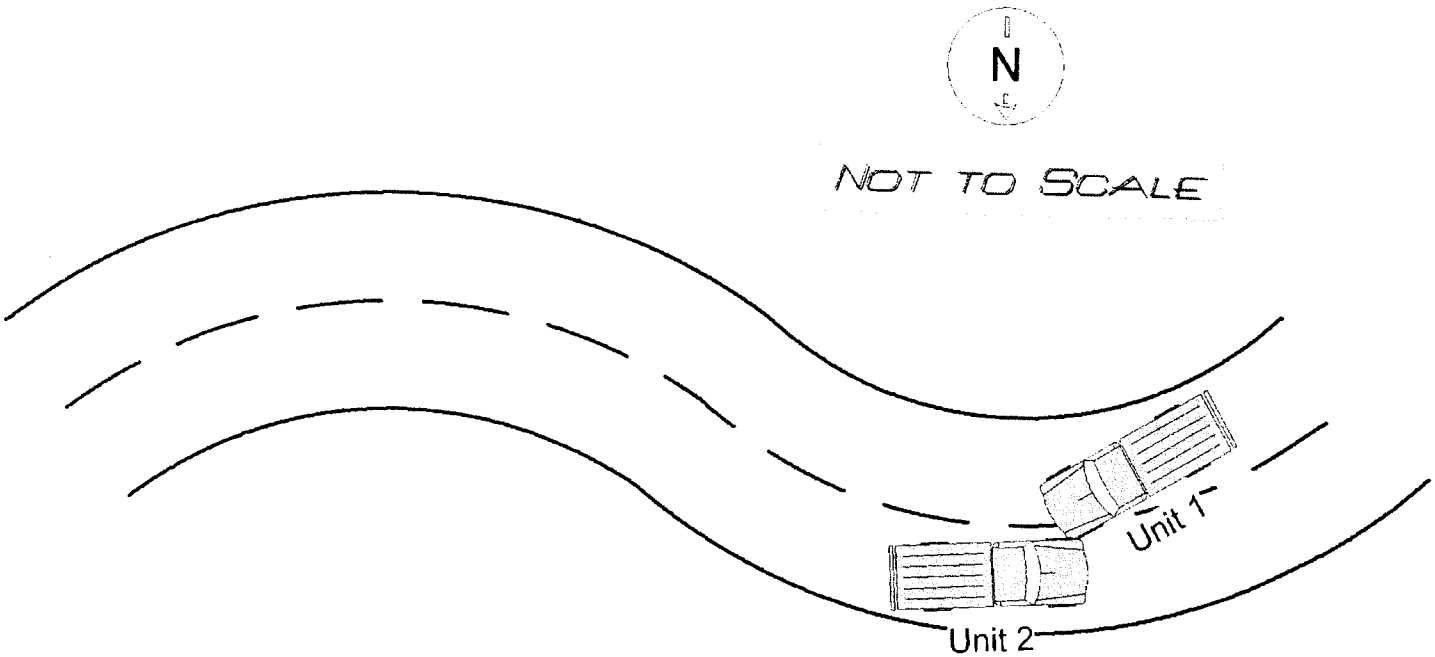
GVWR TOTAL	MOTOR CARRIER NAME	CARRIER NAME SOURCE

MOTOR CARRIER ADDRESS

VIOLATION CODES	CITATION NUMBER	CASE NUMBER	SUSPECTED DRINKING DRIVER	METHOD OF DETERMINATION
			NO	02 - OBSERVATION

TAKEN BY

TEST OFFERED	CHEMICAL TEST	TESTED FOR	SENT TO	RESULTS	PAGE
NO					4 OF 4


N
NOT TO SCALE
Unit 1
Unit 2

CUSTOMER # [redacted]

[redacted]

HAZARD KY [redacted]

HOME [redacted] BUS:

[redacted]

WORKORDER
REPRINT
PAGE 2

Mountain Ford, Inc.

DANIEL BOONE PARKWAY
P.O. BOX 857
HAZARD, KENTUCKY 41702-0857
TELEPHONE: (606) 436-5239

FORD MERCURY LINCOLN | FORD TRUCKS

SERVICE ADVISOR: 896 COMBS,ALEX G

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	06	FORDT F250 PICKUP	1FTNF21546E[redacted]		20660/	T226

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29NOV06 DD			17:00 20AUG07		70.00	CASH	

R.O. OPENED	READY	OPTIONS:
20AUG2007 08:00		STK:[redacted] ENG:5.4_Liter_EFI

LINE	OP CODE	FLAT	TECH. TYPE	DESCRIPTIONS/INSTRUCTIONS
# A			W	C/S= SHIMMIE IN FRONT END WHEN HITTING BUMPS OR DROPPING OFF ENDS OF BRIDGES

Ford QUALITY CAR CARE

WORK ORDER

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

	DATE	TIME	BY
REVISED ESTIMATE (1)			
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

TECHNICIAN COPY



IN THE SEVENTH JUDICIAL CIRCUIT IN AND FOR
VOLUSIA COUNTY FLORIDA
CIVIL DIVISION

[redacted]
Plaintiff,

vs.

FORD MOTOR COMPANY,
Defendant

) Case No.:
)
) COMPLAINT AND JURY DEMAND
)
)
)
)
)
)
)

INTRODUCTION

The Plaintiffs, [redacted] (Hereinafter " PLAINTIFF"), through CONSUMER LITIGATION OFFICE and the undersigned counsel, files this complaint and sues defendant FORD MOTOR COMPANY. (Hereinafter MANUFACTURER) for violations of the Magnuson Moss Warranty Act 15 U.S.C 2301 et al. for defects associated with a 2006 FORD F-250 VIN 1FTSW21596E[redacted] (hereinafter "VEHICLE") warranted by the MANUFACTURER PURCHASED from MULLINAX FORD a sales and service agent of the MANUFACTURER.

JURISDICTION AND PARTIES

1. PLAINTIFF is a resident of the city DELTONA VOLUSIA County, Florida.

2. MANUFACTURER is a Foreign Corporation authorized to do business in the State of Florida and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in VOLUSIA, County Florida.

3. The property that is the subject of this litigation is located in city of DELTONA, VOLUSIA County, Florida and the actions giving rise to the breach of warranty occurred in VOLUSHIA County Florida.

4. The amount in controversy **DOES** exceed FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.

FACTS COMMON TO ALL COUNTS

5. On or about November 13, 2005 PLAINTIFF purchased the VEHICLE from the MANUFACTURE'S seller/ agent MULLINAX FORD. (See EX. A).

6. Along with the PURCHASE of the VEHICLE, PLAINTIFF received written warranties and other express and implied warranties from the MANUFACTURER. (The warranty is incorporated by reference and in the possession of the maufacturer).

A. Specifically, PLAINTIFF received the MANUFACTURER'S 3-YEAR 36,000 MILE BUMPER TO BUMPER WRITTEN WARRANTY. Warranting that the vehicle would be free from defects in materials or workmanship.

B. Further, pursuant to FLA. STAT. 672.314 PLAINTIFF received an implied warranty that the product would be for its ordinary purpose.

C. Due to the severe and Dangerous defects with the VEHICLE PLAINTIFFS' faith in the VEHICLE has been shaken and irreparably harmed.

7. The PLAINTIFF gave notice of the breach directly to the Manufacturer prior to filing suit.

8. By way of example, and not by way of limitation, the defects with PLAINTIFF'S VEHICLE include the following:

A. Severe and dangerous front end vibration that is a defect in materials or workmanship (See Ex:B)

B. Severe and Dangerous Steering problems specifically the steering on the vehicle will completely fail at times

C. Upon information and belief said defects are related and were present when the vehicle left the MANUFACTURER'S possession.

D. Upon information and belief the PLAINTIFF has not altered the vehicle.

E. Despite knowing about the defect and its extremely dangerous nature the MANUFACTURER has refused fix the problem or repurchase the vehicle.

F. Further, upon information and belief the MANUFACTURER cannot fix the dangerous defects and has chosen instead to ignore the problem and keep a dangerous product on the road endangering both the PLAINTIFF and the citizens of Florida.

G. MANUFACTURER has chosen to ignore the problem and endanger the PLAINTIFF and the Citizens of Florida solely based on greed. Specifically:

i. MANUFACTURER has chosen corporate profits over accepting responsibility for its dangerous product.

9. The IMPLIED warranties given as part of the PURCHASE has failed its essential purpose due to the MANUFACTURER'S

refusal to correct and/or inability to correct the dangerous and well know defect.

B. Finally, the above referenced severe and dangerous defects have shaken the PLAINTIFF faith and confidence in the VEHICLE irreparably.

ALLEGATIONS OF APPARENT AGENCY

10. Upon information and belief MANUFACTURER made representations that the DEALER had authority to act as the MANUFACTURER'S agent by allowing it or requiring it to:

(a) Call itself "authorized dealer,"

(b) Display MANUFACTURER logo and other MANUFACTURER materials in its showrooms and on salesperson's business cards.

(c) Receive technical bulletins detailing potential car problems from MANUFACTURER;

(d) Train its technicians with MANUFACTURER;

(e) Use only MANUFACTURER-trained technicians to repair and maintain cars under MANUFACTURER warranties;

(f) Create an impression that DEALER sells cars for MANUFACTURER;

i. MANUFACTURER engages in extensive advertising which includes television, print media, billboards, radio and internet all directed at consumers such as the PLAINTIFF directing consumers such as the PLAINTIFF to the dealer to complete the purchase.

ii. MANUFACTURER also advertises "sales" events and rebates that have a direct effect on the ultimate sales price and can only be had if a consumer such as the PLAINTIFF goes to a authorized dealer.

iii. MANUFACTURER, through its website allows a consumer to "build a vehicle" to his/her specifications, locate

such vehicle and appropriate dealers and allows consumers such as the PLAINTIFF to apply for vehicle financing.

(g) Holding it out as the seller of cars and provider of car repair services without informing its patrons that DEALER, whom MANUFACTURER considers to be a non-agent, provides the seller of the goods.

(h) Requiring the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

(i) Requiring the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

11. PLAINTIFF reasonably concluded that DEALER was an agent of MANUFACTURER, in that PLAINTIFF thought that the transaction took place between PLAINTIFF and MANUFACTURER.

(a) Based on this reliance the PLAINTIFF purchased the VEHICLE from the MANUFACTURER thus undertaking a large financial expenditure.

12. PLAINTIFF'S reliance was justified, and PLAINTIFF suffered harm as a result of the actions or inactions of DEALER as an agent of MANUFACTURER.

FACTS ALLEGING ACTUAL AGENCY RELATIONSHIP BETWEEN MANUFACTURER AND DEALER

13. Upon information and belief pursuant to the Franchise agreement, Accounting procedures manual, and the service procedures manual as well as additional addendum referred to in these documents between DEALER and MANUFACTURER the MANUFACTURER has acknowledged the dealership will act for him, Further, the agent Dealership has accepted the undertaking by agreeing to the contractual agreement (See Ex:C which upon

information and belief represents a typical dealer agreement between MANUFACTURER and its Dealerships:

MANUFACTURER exercises control over DEALER with respect to:

(a) Reporting of sales;

(b) Computer network connection with MANUFACTURER;

(c) Training of DEALER'S sales and technical personnel;

(d) Use of the MANUFACTURER-supplied computer software;

(e) Participation in MANUFACTURER training programs;

(f) Other areas, as enumerated in the franchise agreement;

(g) Reporting to MANUFACTURER with respect to the car delivery, including reporting PLAINTIFF'S name, address, preferred title, primary and business phone numbers, e-mail address, car's VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, car's odometer reading, extended service contract sale designation, if any, MANUFACTURER contact language preference, and names of delivering dealership employees; and

(h) Displaying MANUFACTURER logos upon signs, literature, products, and brochures within the dealership.

14. DEALER binds MANUFACTURER with respect to:

(a) Warranty repairs on the cars DEALER sells; and

(b) Issuing service contracts administered by MANUFACTURER.

15. MANUFACTURER further exercises control over DEALER with respect to:

(a) Financial incentives given to DEALER'S employees;

(b) Prizes given to DEALER'S employees;

(c) Number of bathrooms DEALER must make available to the public;

(d) Location of DEALER;

(e) Size and number of DEALER'S logos bearing MANUFACTURER name;

(f) Testing and certification of the sales and service personnel in MANUFACTURER policies and procedures; and

(g) Customer satisfaction surveys, pursuant to which MANUFACTURER allocates the number of cars to DEALER, thus directly controlling DEALER'S profits.

16. DEALER is not an independent merchant who buys cars from MANUFACTURER and resells them to third parties; rather, DEALER sells cars on MANUFACTURER behalf, pursuant to a "floor plan," and MANUFACTURER does not receive payment for its cars until DEALER sells them.

17. DEALER bears MANUFACTURER brand name, uses its logo in advertising and on its warranty repair orders, posts its sign for the public to see, and enjoys a franchise to sell MANUFACTURER products, including the subject car.

18. MANUFACTURER required DEALER to follow the rules and policies of MANUFACTURER in conducting all aspects of its business, including the delivery of the MANUFACTURER warranties described above, and the servicing of defective cars, such as PLAINTIFF'S car.

19. MANUFACTURER required DEALER to post MANUFACTURER name, logo, and signs at DEALER, including its service department, and to identify itself to the public as an authorized dealer and servicing outlet for MANUFACTURER cars.

20. MANUFACTURER required DEALER to use service and repair forms that contained MANUFACTURER name and logo.

21. MANUFACTURER required DEALER to perform MANUFACTURER warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by MANUFACTURER.

22. MANUFACTURER required DEALER to use parts and tools either provided by MANUFACTURER, or approved by MANUFACTURER, and to inform MANUFACTURER when DEALER discovered that unauthorized parts had been installed on one of MANUFACTURER cars.

23. MANUFACTURER required DEALER'S service and repair employees to be trained by MANUFACTURER in the methods of repair of MANUFACTURER cars.

24. MANUFACTURER audited DEALER'S service department and directly contacted the customers of DEALER to determine their level of satisfaction with the repair services provided by DEALER.

25. MANUFACTURER required DEALER to provide it with monthly statements and records pertaining, in part, to DEALER'S servicing of MANUFACTURER cars.

26. MANUFACTURER reserved the right at all times to enter upon DEALER'S business premises and to audit the records and operations of DEALER'S service department.

27. MANUFACTURER provided DEALER with, or required it to obtain, computer programs that would display the repair and title history of MANUFACTURER cars.

28. MANUFACTURER provided technical service bulletins and messages to DEALER detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

29. MANUFACTURER provided DEALER with specially trained service and repair consultants with whom DEALER was required by MANUFACTURER to consult when DEALER was unable to correct a defect on its own.

30. MANUFACTURER required its customers to go to DEALER or other authorized dealers to obtain servicing under its warranties.

31. MANUFACTURER required DEALER to consult with MANUFACTURER before voiding a consumer warranty or making a decision to decline a warranty repair.

32. DEALER was required to notify MANUFACTURER whenever a car was sold or put into warranty service.

33. MANUFACTURER required, in its owner manual, furnished to PLAINTIFF by DEALER, that any questions first be referred to DEALER, not MANUFACTURER, and that if warranty service is required, the car should be taken to DEALER or other authorized MANUFACTURER dealer.

34. MANUFACTURER retains the ability to control its dealerships because MANUFACTURER'S profitability and very existence is reliant upon the DEALER/AGENT selling MANUFACTURER'S vehicles and related products.

COUNT I

VIOLATION OF MAGNUSON MOSS

WARRANTY ACT IMPLIED WARRANTY

35. PLAINTIFF incorporates paragraphs 1-34 as though herein fully restated and realleged.

36. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

37. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

38. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

39. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

40. The MANUFACTURER supplied the PLAINTIFF with an implied warranty as defined in 15 U.S.C. 2301(7).

41. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the implied warranty, and/or failure to conform the vehicle to the written and implied warranties within a reasonable period of time and/or reasonable number of attempts etc constitute a breach of warranty by the MANUFACTURER because the vehicle is not fit for its ordinary purpose under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of the VEHICLE as promised and as actually delivered

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310(d)(2).

D. Such other relief this Court deems appropriate.

COUNT II

REVOCATION OF ACCEPTANCE

MANUFACTURER

42. PLAINTIFF incorporates paragraphs 1-34 as though fully restated and realleged.

43. Plaintiff accepted the VEHICLE without discovering the above defects because Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

44. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

45. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

46. The nonconformities substantially impaired the value of the VEHICLE to the Plaintiff.

47. Plaintiff had previously notified Manufacturer of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to Fla. Stat. 672.101 et seq and demanded the refund of the purchase price for the VEHICLE and out-of-pocket expenses.

48. Manufacturer and Seller have nevertheless refused to accept return of the VEHICLE and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendant, MANUFACTURER:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the VEHICLE;

C. To cancel the Plaintiff's Retail Installment Contract and payoff the balance on the contract;

D. For incidental, consequential and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. For such other relief this Court deems appropriate.

JURY DEMAND

48. PLAINTIFF hereby demands trial by jury on Counts I.

[redacted]

CONSUMER LITIGATION OFFICE
KURT D MITCHELL J.D.
FLA. BAR NO.: 12860
PO BOX 546
ELLENTON FL 34222
PH: 941-722-9387
FAX: 941 803- 8437

EXHIBIT A

Buyer (and Co-Buyer's Name and Address including County and Zip Code)	Creditor - Seller (Name and Address)
[redacted] Buyer's Month of Birth [redacted]	[illegible]

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of [illegible]% per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
					[X] personal, family or household [ ] business [ ] agricultural [ ]

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00 is
[illegible]%	$ [illegible]	$ 32844.35	$ 36414.88	$ 36414.88

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
		Monthly beginning [illegible]
Or As Follows:		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

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

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

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ [illegible] sales tax)		$ [illegible] (1)
2 Total Downpayment =		
Trade-in [illegible] (Year) CHEVROLET (Make) VENTURA (Model)		
Trade-in [illegible] (VIN)		
Gross Trade-In Allowance	$ [illegible]	
Less Pay Off Made By Seller	$ [illegible]	
Equals Net Trade In	$ [illegible]	
+ Cash	$ [illegible]	
+ Other DEALER REBATE	$ 2000.00	
(If total downpayment is negative, enter "0" and see 4I below)		$ 0.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		$ 37634.61 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
Life $ N/A		
Disability $ N/A		
B Vendor's Single Interest Insurance Paid to Insurance Company	$ N/A	
C Other Insurance Paid to Insurance Company or Companies	$ [illegible]	
D Official Fees Paid to Government Agencies	$ N/A	
E Government Documentary Stamp Taxes	$ [illegible]	
F Government Taxes Not Included in Cash Price	$ N/A	
G Government License and/or Registration Fees	$ 120.05	
H Government Certificate of Title Fees	$ N/A	
I Other Charges (Seller must identify who is paid and describe purpose)		
to [illegible] for Prior Credit or Lease Balance	$ 4445.14	
to [illegible] for	$ N/A	
to [illegible] for [illegible]	$ 445.00	

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

[ ] Credit Life: [ ] Buyer [ ] Co-Buyer [ ] Both
Term _____

[ ] Credit Disability (Buyer Only)
Term _____

Premium:
Credit Life $ N/A
Credit Disability $ N/A

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X _____ Buyer _____ Date
X _____ Co-Buyer _____ Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X _____ Buyer _____ Date
X _____ Co-Buyer _____ Date

3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

X _____ Buyer N/A Date
X _____ Co-Buyer _____ Date

3 Unpaid Balance of Cash Price (1 minus 2) $ [illegible] (2)

4 Other Charges, including Amounts Paid to Others on Your Behalf $ [illegible] (3)
(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
Life $ [illegible]
Disability $ [illegible]

B Vendor's Single Interest Insurance Paid to Insurance Company $ [illegible]

C Other Insurance Paid to Insurance Company or Companies $ [illegible]

D Official Fees Paid to Government Agencies $ [illegible]

E Government Documentary Stamp Taxes $ [illegible]

F Government Taxes Not Included in Cash Price $ [illegible]

G Government License and/or Registration Fees $ [illegible]

H Government Certificate of Title Fees $ [illegible]

I Other Charges (Seller must identify who is paid and describe purpose)
to [illegible] for Prior Credit or Lease Balance $ [illegible]
to [illegible] for [illegible] $ [illegible]
to [illegible] for [illegible] $ [illegible]
to [illegible] for [illegible] $ [illegible]
to [illegible] for [illegible] $ [illegible]
to [illegible] for [illegible] $ N/A
to [illegible] for [illegible] $ N/A
to [illegible] for [illegible] $ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf $ 765.21 (4)

5 Loan Processing Fee Paid to Seller (Prepaid Finance Charge) $ 100.00 (5)

6 Amount Financed (3 plus 4) $ 2844.96 (6)

Payment Schedule: [illegible] installments of $ [illegible] each, monthly beginning [illegible]
or as follows [illegible]

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is** $ [illegible] and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.
"You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer: [illegible] Co-Buyer: [illegible] Date: [illegible]

be purchased from us in order to obtain the extension of credit.

X [illegible] Date
Buyer

X [illegible] Date
Co-Buyer

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X [illegible] Date
Buyer

X [illegible] Date
Co-Buyer

3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

X [illegible] Date
Buyer N/A

X [illegible] Date
Co-Buyer

Other Insurance

☐ [illegible] [illegible]
Type of Insurance Term

Premium $ N/A
Insurance Company Name [illegible]
Home Office Address [illegible]

I want the insurance checked above.

X [illegible] Date
Buyer Signature

X [illegible] Date
Co-Buyer Signature

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Returned Check Charge: If any check or order of payment you give us is dishonored, you will pay a charge if we make demand that you do so. The charge will be $25 if the check amount is $50 or less; $30 if the check is over $50 but not more than $300; $40 if the check amount is over $300, or such amount as permitted by law.

OPTION: ☐ You pay no finance charge if the amount financed, item 6, is paid in full on or before N/A, Year ____. SELLERS INITIALS ____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract cont[illegible] contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer S[illegible] r Signs X [illegible]
If any part of this contract is not valid, all other parts stay valid. [illegible] der this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [illegible] 9/13/2005 Buyer Signs X [illegible] Date [illegible]

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X [illegible] Address [illegible]

EXHIBIT B

STEERING WHEEL OSCILLATION | TSB 07-10-10

FORD:
2005-2007 F-Super Duty

This article supersedes TSB **07-5-7** to update the Parts.

ISSUE

Some 2005-2007 F-Super Duty vehicles may exhibit steering wheel oscillation (back and forth motion), immediately following front or rear wheel impacts (i.e. pavement joints, frost heaves, rough roads, etc.). Steering wheel motion is typically in the range of ± 5 degrees, and typically dampens out in fewer than five oscillations. This condition occurs mostly on F-250/F-350 4X4 vehicles, and is more evident on trucks equipped with a gas engine.

ACTION

Refer to the following Service Procedure to minimize the steering wheel oscillations on impacts, however, there may be some remaining minor oscillation which would be considered normal.

SERVICE PROCEDURE SUMMARY

1. Set tire pressure and road test vehicle to evaluate vehicle before proceeding with further repairs. If issue is resolved, do not proceed with the rest of this TSB.
2. If concern still exists, install a new steering damper (frame-mounted bracket and steering damper assembly on F-250/F-350 4X4 applications only). For F-250/F-350 4X2 and all F-450/F-550 applications, inspect damper for leaks and replace if necessary, torque steering and suspension fasteners per Workshop Manual (WSM).
3. If concern still exists, check front alignment and reduce front caster.
4. Replace redundant control steering wheel (if equipped and vehicle built prior to 10/8/2004).

VEHICLE INSPECTION - TIRE PRESSURE

1. Set tire pressures as indicated on the vehicle label (located on driver's door label).

NOTE
SETTING TIRE PRESSURE TO DOOR SPECIFICATION IS ONE OF THE SINGLE MOST IMPORTANT MEASURES IN RESOLVING THIS ISSUE. LOWERING TIRE PRESSURE WILL MAKE THIS ISSUE WORSE.

ROAD TEST

1. Ask customer what type of road surface and speed generates the steering wheel oscillation.
2. Road test vehicle on similar road surface and speed, to gain a feel for the customer's issue.
3. If no issues are identified during the road test, do not proceed with the rest of this TSB.

STEERING DAMPER INSPECTION/REPLACEMENT AND STEERING/SUSPENSION FASTENER TORQUE CHECK

F-250/F-350 4X4 Applications:

1. Remove existing steering damper and frame attachment bracket.
2. Replace steering damper and frame mounting bracket with steering damper and frame bracket.
3. Attach steering damper to frame bracket and torque bolt to 76 lb-ft (103 N•m).
4. Assemble bracket and shock assembly to the frame with attachment bolt retainer pointing to rear of vehicle. Torque frame bracket nuts to 59 lb-ft (80 N•m).
5. Attach other end of shock to the steering drag link and torque to 66 lb-ft (90 N•m).
6. Install damper bolt cap to assure a friendly surface for the battery cable in case of casual contact.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article.The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates.The most recent information is available through Ford Motor Company's on-line technical resources.

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NOTE
CHECK SURROUNDING ENVIRONMENT TO THE FRAME BRACKET AND DAMPER ASSEMBLY TO ENSURE THAT BATTERY CABLES ARE NOT CONTACTING BRACKET/BOLTS/DAMPER. ALSO, VERIFY THAT TRANSMISSION OIL COOLER LINES HAVE CLEARANCE TO THE DAMPER DUST SHIELD.

F-250/F-350 4X2 And All F-450/F-550 Applications:

1. Wipe down and inspect the steering damper. Turn the steering wheel from lock to lock several times to cycle the steering damper and inspect for leaks.
   a. If leaks are present, install a new steering damper.

Steering/Suspension Fastener Torque Check (4X2 And 4X4)

1. Check torques on the following steering and suspension fasteners and adjust to specification as required (see following Table).

Torque Specification		
Description	**Lb-ft**	**Nm**
Damper nuts (F-250/F-350 4X2)	59	80
Damper-to-bracket (F-250/ F-350 4X4)	76	103
Damper-to-drag link	66	90
Drag link-to-pitman arm nut	129	175
Inner tie-rod end nuts	85	115
Outer tie-rod end nuts	85	115
Track bar bracket-to-frame nuts and bolts	129	175
Track bar-to-track bar bracket bolt	406	550
Track bar-to-axle nut	185	250
Radius arm-to-axle bolts	222	300
Radius arm-to-bracket nut	222	300

NOTE
ADJUSTING TORQUE ON STEERING AND SUSPENSION FASTENERS IS VERY IMPORTANT IN RESOLVING THIS ISSUE. FASTENERS THAT ARE IMPROPERLY TORQUED WILL MAKE THIS ISSUE WORSE.

FRONT WHEEL ALIGNMENT AND REDUCE FRONT CASTER

NOTE
OSCILLATION ISSUES RESOLVED BY WHEEL ALIGNMENT ARE WARRANTED FOR 12/12 ONLY, REGARDLESS OF OTHER STEPS PERFORMED.

Measure wheel alignment. Verify that front caster, camber, and total toe are within specification. Adjust as required. Refer to the WSM, Section 204-00 for complete alignment specifications.

REDUCE FRONT CASTER

- Note the current front caster.
- Use alignment adjustment bushings to reduce front caster by 0.5 to 0.75 degrees. The caster setting may be at the lower end of the specification as long as the vehicle drives smoothly. Do not put caster setting below the lower specification limit. Use alignment adjustment bushings.

F-250/350 4X4:

- 5C3Z-3B440-CCC (0.5 degree bushing)
- 5C3Z-3B440-DDD (0.75 degree bushing)
- 5C3Z-3B440-EEE (1.0 degree bushing)

F-450/550 4X4 and 4X2:

- 5C3Z-3B440-HHH (0.5 degree bushing)
- 5C3Z-3B440-JJJ (0.75 degree bushing)
- 5C3Z-3B440-KKK (1.0 degree bushing)

F-250/350 4X2:

- 5C3Z-3B440-C (0.5 degree busing)
- 5C3Z-3B440-D (0.75 degree bushing)
- 5C3Z-3B440-E (1.0 degree bushing)

For All 4X4 and for F-450/550 4X2:

- Rotate the alignment adjustment bushing so that the bushing hole is in the 45 degree forward and inboard position. (See Figure 1)

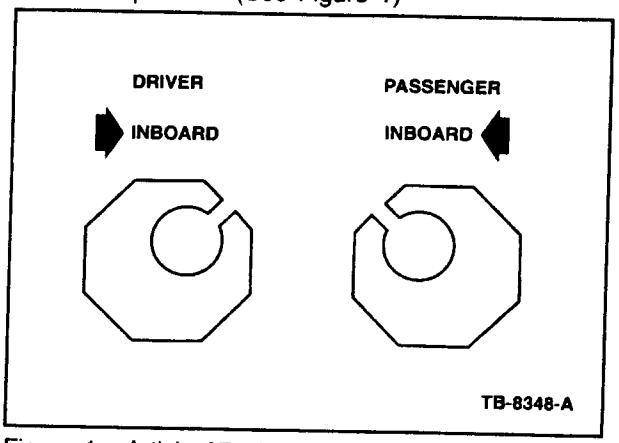


Figure 1 - Article 07-10-10

- This should lower the caster, while keeping the camber within the specification range. If the camber is not in the specification range than rotate the alignment adjustment bushing as needed.
- The final caster and camber settings must be within the specification limits.
- Maintain the current front camber, cross-camber and cross-caster settings as close as you possibly can.
- Adding weight behind the rear axle lowers the rear of the vehicle, which decreases the frame angle, which in effect increases caster.

For All F-250/350 4X2:

- Observe the camber position of the alignment bushing that is currently in the truck and attempt to maintain that position while moving the caster position forward in the truck.
- The final caster and camber settings must be within the specification limits.

NOTE
CASTER SETTING IS VERY IMPORTANT IN RESOLVING THIS ISSUE. INCREASING THE CASTER SETTING WILL MAKE THIS ISSUE WORSE.

REPLACEMENT OF REDUNDANT CONTROL STEERING WHEEL - Vehicles Built Prior To 10/8/2004 Only

NOTE
THE REPLACEMENT STEERING WHEEL WILL CONTAIN THE REDUNDANT CONTROLS.

1. Remove driver air bag assembly. Refer to WSM, Section 211-04 for complete instructions.
2. Remove the steering wheel.
3. Install new steering wheel.
4. Reinstall driver air bag assembly.
5. Re-set clear vision as required.

NOTE
FOR ADDITIONAL INFORMATION, PLEASE REFER TO SECTION 211-04 OF THE WSM FOR COMPLETE REMOVAL AND INSTALLATION PROCEDURES FOR THE STEERING COLUMN.

PART NUMBER	PART NAME
5C7Z-3600-ABA	Redundant Control Steering Wheel Asy (King Ranch Tan/Peb)
5C7Z-3600-CBA	Redundant Control Steering Wheel Asy (Charcoal Black)
5C3Z-3B440-C	F-250/350 4X2 (0.5 degree bushing)
5C3Z-3B440-D	F-250/350 4X2 (0.75 degree bushing)
5C3Z-3B440-E	F-250/350 4X2 (1.0 degree bushing)
5C3Z-3B440-CCC	F-250/350 4X4 (0.5 degree bushing)
5C3Z-3B440-DDD	F-250/350 4X4 (0.75 degree bushing)
5C3Z-3B440-EEE	F-250/350 4X4 (1.0 degree bushing)
5C3Z-3B440-HHH	F-450/550 4X4 and 4X2 (0.5 degree bushing)
5C3Z-3B440-JJJ	F-450/550 4X4 and 4X2 (0.75 degree bushing)
5C3Z-3B440-KKK	F-450/550 4x4 and 4x2 (1.0 degree bushing)
W520117-S441	Nut - Hex - RH Thread
W706196-S439	Bolt
7C3Z-3E652-C	Bracket
5C3Z-3E651-B	Steering Damper (F-250/F-350 4X2)
8C3Z-3E651-C	Steering Damper (F-250/F-350 4X4)
5C3Z-3E651-D	Steering Damper (F-450/F-550)
W711570-S300	Bolt Cap

NOTE
LABOR OPERATIONS IN THIS TSB CAN BE CLAIMED TOGETHER.

NOTE
OSCILLATION ISSUES RESOLVED BY WHEEL ALIGNMENT ARE WARRANTED FOR 12/12 ONLY, REGARDLESS OF OTHER STEPS PERFORMED.

WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage IMPORTANT: Warranty coverage limits/policies are not altered by a TSB. Warranty coverage limits are determined by the identified causal part.

OPERATION	DESCRIPTION	TIME
071010A	2005-2007 F-Super Duty: Check Tire Pressure, Road Test To Verify Repair, Concern Resolved, Return To Customer (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	0.4 Hr.

TSB 07-10-10 (Continued)

071010B	2005-2007 F-Super Duty: Check Tire Pressure, Road Test To Verify Repair, Concern Not Resolved, Check Steering Damper Replace If Necessary, Verify Proper Torque On Steering Components, Road Test If Concern Is Resolved Return To Customer (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	1.4 Hrs.
071010C	2005-2007 F-Super Duty 250/350 4X2 DUAL REAR WHEEL: Check And Adjust Front Wheel Alignment, This Labor Operation Can Be Claimed With Operation B Only (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	1.9 Hrs.
071010C	2005-2007 F-Super Duty 250/350 4X2 SINGLE REAR WHEEL: Check And Adjust Front Wheel Alignment, This Labor Operation Can Be Claimed With Operation B Only (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	1.5 Hrs.
071010C	2005-2007 F-Super Duty 250/350 4X4 SINGLE REAR WHEEL: Check And Adjust Front Wheel Alignment, This Labor Operation Can Be Claimed With Operation B Only (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	1.8 Hrs.
071010C	2005-2007 F-Super Duty 250/350 4X4 DUAL REAR WHEEL: Check And Adjust Front Wheel Alignment, This Labor Operation Can Be Claimed With Operation B Only (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	2.1 Hrs.
071010C	2005-2007 F-Super Duty F450/550 4X2/4X4 DUAL REAR WHEEL: Check And Adjust Front Wheel Alignment, This Labor Operation Can Be Claimed With Operation B Only (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	2.3 Hrs.
071010D	2005-2007 F-Super Duty With Redundant Steering Control Built Prior To 10-8-2004: Replace Steering Wheel, Includes Time To Depower And Repower The Supplemental Restraints System Can Be Claimed With Operation A Or B (Do Not Use With 1007D, 3001A, 3001A1, 3001A6, 3600A)	0.7 Hr

DEALER CODING

	CONDITION CODE
BASIC PART NO.	
(OPERATION A) NPF	82
(OPERATION B) 3E651	42
(OPERATION C) FRONT	W6
(OPERATION D) 3600	42

EXHIBIT C

FORD SALES & SERVICE AGREEMENT



Ford Motor Company
Ford Division

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ATTACH GUMMED EDGE OF BASIC AGREEMENT HERE.

Ford Motor Company

FORD SALES AND SERVICE AGREEMENT
STANDARD PROVISIONS

DEFINITIONS

1. As used herein, the following terms shall have the following meanings, respectively:

1. (a) "COMPANY PRODUCTS" shall mean such

(1) new passenger cars,

(2) new trucks and chassis, excluding all trucks and chassis of series 850 or higher designations, and

(3) parts and accessories therefor,

as from time to time are offered for sale by the Company to all authorized Ford dealers as such for resale, plus such other products as may be offered for sale by the Company to the Dealer from time to time. The Company reserves the right to offer any new, different and differently designated passenger car, truck or chassis, and any other product, bearing any trademarks or brand names used or claimed by the Company or any of its subsidiaries, including the name "Ford", to selected authorized Ford dealers or others under existing or separate new agreements; provided, however, that the Company shall not franchise any such new passenger car bearing the name "Ford" (other than the Ford script-in-oval corporate form of trademark) to anyone who is not an authorized Ford dealer.

1. (b) "CAR" shall mean any passenger car, and "TRUCK" shall mean any truck or chassis, included in this agreement pursuant to paragraph 1(a) above. "VEHICLE" shall mean any CAR or TRUCK and "VEHICLES" shall mean CARS and TRUCKS.

1. (c) "COMPETITIVE CARS" and "COMPETITIVE TRUCKS" shall mean those new cars and new trucks, respectively, not marketed by the Company which are selected by the Company as generally comparable with CARS and TRUCKS, respectively, in price and product characteristics.

1. (d) "INDUSTRY CARS" and "INDUSTRY TRUCKS" shall mean all new cars and all new trucks, respectively, of all manufacturers to the extent data therefor are reasonably available.

1. (e) "GENUINE PARTS" shall mean such parts, accessories and equipment for VEHICLES as are offered for sale by the Company from time to time to the Dealer.

1. (f) "DEALER PRICE" shall mean, with respect to each COMPANY PRODUCT to which it refers, the price to the Dealer for such product, as from time to time established by the Company, before deduction of any cash or other discount applicable thereto. It shall not include any amount in the nature of a predelivery or other holdback deposit or charge, any dealer association collection, any charge by the Company for distribution, delivery or taxes, or any other charge for special items or services.

1. DEFINITIONS (Continued)

1. (g) "VEHICLE TERMS OF SALE BULLETIN" shall mean the latest VEHICLE TERMS OF SALE BULLETIN and amendments thereto furnished to the Dealer from time to time by the Company setting forth the terms of sale and ordering procedures applicable to sales of VEHICLES to authorized Ford dealers.

1. (h) "PARTS AND ACCESSORIES TERMS OF SALE BULLETIN" shall mean the latest PARTS AND ACCESSORIES TERMS OF SALE BULLETIN and amendments thereto furnished to the Dealer from time to time by the Company setting forth the terms of sale and ordering procedures applicable to sales of GENUINE PARTS to authorized Ford dealers.

1. (i) "CUSTOMER SERVICE BULLETIN" shall mean the latest CUSTOMER SERVICE BULLETIN and amendments thereto furnished to the Dealer from time to time by the Company establishing standards for authorized Ford dealers with respect to service personnel, training, tools and equipment, for customer handling procedures and for evaluating the Dealer's service performance.

1. (j) "DEALER'S LOCALITY" shall mean the locality designated in writing to the Dealer by the Company from time to time as the area of the Dealer's sales and service responsibility for COMPANY PRODUCTS.

1. (k) "DEALERSHIP LOCATION" shall mean the place or places of business of the Dealer for carrying out this agreement which are approved by the Company as provided in paragraph 5 of this agreement.

1. (l) "DEALERSHIP FACILITIES" shall mean the land areas, buildings and improvements established at the DEALERSHIP LOCATION in accordance with the provisions of paragraph 5 of this agreement.

1. (m) "DEALERSHIP OPERATIONS" shall mean the sale of COMPANY PRODUCTS and used vehicles, service operations and (if the Dealer so elects) rental or leasing of VEHICLES, conducted by the Dealer at or from the DEALERSHIP FACILITIES.

1. (n) "CAR PLANNING VOLUME" and "TRUCK PLANNING VOLUME" shall mean the average annual estimated sales base for CARS and TRUCKS, respectively, established by the Company for the Dealer from time to time for planning purposes under its standard procedures for authorized Ford dealers in single or multiple DEALERS' LOCALITIES, as the case may be, based on historical sales and registrations, and current trends, in CARS, TRUCKS, COMPETITIVE CARS and TRUCKS and INDUSTRY CARS and TRUCKS in the DEALER'S LOCALITY. Consideration shall also be given to the environs of the DEALERSHIP LOCATION and market trends therein, consumer shopping habits, demographic factors and other appropriate data to the extent available and pertinent. Such terms shall not represent the actual sales volumes to be achieved by the Dealer to meet his responsibilities under paragraph 2 of this agreement.

1. (o) "PERCENT RESPONSIBILITY" shall mean the ratio of the Dealer's CAR PLANNING VOLUME, and of the Dealer's TRUCK PLANNING VOLUME, to the total CAR PLANNING VOLUMES and to the total TRUCK PLANNING VOLUMES, respectively, for all authorized Ford dealers in the DEALER'S LOCALITY.

1. (p) "UIO" (units in operation) shall mean the CARS and TRUCKS of the next preceding three or more model years (as determined by the Company from time to time) licensed within the DEALER'S LOCALITY at a given time multiplied by the Dealer's PERCENT RESPONSIBILITY therefor.

1. DEFINITIONS (Continued)

1. (q) "GUIDES" shall mean such reasonable standards as may be established by the Company for the Dealer from time to time under its standard procedures for authorized Ford dealers (i) for DEALERSHIP FACILITIES and equipment, capitalization and net working capital based on such factors as CAR and TRUCK PLANNING VOLUMES, UIO, the DEALER'S LOCALITY and (ii) for inventories, personnel, demonstrators and other elements of DEALERSHIP OPERATIONS based on such factors as sales and service volumes.

RESPONSIBILITIES WITH RESPECT TO VEHICLES

2. (a) ***Sales.*** The Dealer shall promote vigorously and aggressively the sale at retail (and, if the Dealer elects, the leasing and rental) of CARS and TRUCKS to private and fleet customers within the DEALER'S LOCALITY, and shall develop energetically and satisfactorily the potentials for such sales and obtain a reasonable share thereof; but the Dealer shall not be limited to the DEALER'S LOCALITY in making sales. To this end, the Dealer shall develop, maintain and direct a trained, quality vehicle sales organization and shall conduct throughout each model year aggressive advertising and sales promotion activities, making use to the greatest feasible extent of the Company's advertising and sales promotion programs relating to VEHICLES.

The Dealer's performance of his sales responsibility for CARS shall be measured by such reasonable criteria as the Company may develop from time to time, including:

(1) Dealer's sales of CARS to private and fleet users located in the DEALER'S LOCALITY as a percentage of:

(i) all private and all fleet registrations of CARS in the DEALER'S LOCALITY,

(ii) all private and all fleet registrations of COMPETITIVE CARS in the DEALER'S LOCALITY,

(iii) all private and all fleet registrations of INDUSTRY CARS in the DEALER'S LOCALITY, and

(iv) the private and fleet sales objectives for CARS established by the Company for the Dealer from time to time.

(2) If the Dealer is not the only authorized dealer in CARS in the DEALER'S LOCALITY, the following factors shall be used in computing percentages pursuant to 2(a) (1) above:

(i) The Dealer's sales of CARS to users located in the DEALER'S LOCALITY shall be deemed to be the total registrations thereof in the DEALER'S LOCALITY multiplied by the Dealer's percent of sales of all CARS made by all authorized Ford dealers located in the DEALER'S LOCALITY unless the Dealer or the Company shows that the Dealer actually has made a different number of such sales,

(ii) The registrations of CARS and COMPETITIVE and INDUSTRY CARS in the DEALER'S LOCALITY against which the Dealer shall be measured shall be the total thereof multiplied by the Dealer's PERCENT RESPONSIBILITY, and

(iii) The Dealer's objectives for CARS shall be the total objectives therefor of all authorized Ford dealers in the DEALER'S LOCALITY multiplied by the Dealer's PERCENT RESPONSIBILITY.

(3) A comparison of each such percentage with percentages similarly obtained for all other authorized Ford dealers combined in the Company's sales zone and district in which the Dealer is located, and where subparagraph 2(a) (2) applies, for all other authorized Ford dealers combined in the DEALER'S LOCALITY.

2. *RESPONSIBILITIES WITH RESPECT TO VEHICLES (Continued)*

(4) In evaluating any comparisons provided for in subparagraph 2(a) (3) above, the Company shall give consideration to the availability of CARS to the Dealer and other authorized Ford dealers and any special local marketing conditions that might affect the Dealer's sales performance differently from the sales performance of COMPETITIVE or INDUSTRY CAR dealers or other authorized Ford dealers.

(5) The sales and registration data referred to in this subparagraph 2(a) shall include sales to and registrations in the name of leasing and daily rental operations and shall be those utilized in the Company's records or in reports furnished to the Company by independent sources selected by it and generally available for such purpose in the automotive industry. In the event such reports of the registrations and/or sales of INDUSTRY or COMPETITIVE CARS in the DEALER'S LOCALITY are not generally available, the evaluation of the Dealer's sales performance shall be based on such registrations and/or sales or purchase data as can be reasonably obtained by the Company.

The Dealer's performance of his sales responsibility for TRUCKS shall be determined in the same manner as for CARS.

The Company will provide to the Dealer an evaluation of his performance under this subparagraph (2)(a) from time to time as initiated by the Company, or not more than once a month upon the written request of the Dealer.

2. (b) *Orders.*

(1) To enable the Company to plan for and establish, and its manufacturing sources to carry out, production schedules, the Dealer shall, on the dates and forms provided by the Company, furnish the Company basic orders for types of VEHICLES and specific orders for individual VEHICLES against the applicable basic order as specified in the applicable VEHICLE TERMS OF SALE BULLETIN.

(2) The Company is authorized to have installed on any VEHICLE ordered by the Dealer any equipment or accessory required by any applicable federal, state or local law, rule, or regulation.

(3) Any order for a VEHICLE not shipped during the month for which delivery was scheduled will remain in effect unless cancelled by the Dealer or the Company by written notice to the other. An order for an "off standard" VEHICLE may be cancelled only by or with the consent of the Company. Any VEHICLE which differs from the Company's standard specifications, or which incorporates special equipment, shall be considered an "off standard" VEHICLE.

(4) The Dealer shall not be liable to the Company for any failure to accept shipments of VEHICLES ordered from the Company where such failure is due to any labor difficulty at the DEALERSHIP LOCATION or to any cause beyond the Dealer's control or without the Dealer's fault or negligence.

2. (c) *Consideration of Orders.*

(1) The Company may reject orders not submitted in accordance with subparagraph 2(b)(1) above. The Company shall make reasonable efforts to fill each order of the Dealer that is accepted by the Company. During any period of shortage of any VEHICLE, the Company shall be entitled to give priority to accepted orders for such VEHICLES for resale to users residing within the DEALER'S LOCALITY of the ordering dealer.

RESPONSIBILITIES WITH RESPECT TO GENUINE PARTS

3. (a) *Sales.* The Dealer shall promote vigorously and aggressively the sale of GENUINE PARTS to service, wholesale and other customers within the DEALER'S LOCALITY, and shall develop energetically and satisfactorily the potentials for such sale and obtain a reasonable share thereof; but the Dealer shall not be limited to the DEALER'S LOCALITY in making sales. To this end, the Dealer shall develop, maintain and direct a trained quality parts sales organization and shall conduct aggressive advertising and sales promotion activities, making use to the greatest feasible extent of the Company's advertising and sales promotion programs relating to GENUINE PARTS. The Dealer shall not sell or offer for sale or use in the repair of any COMPANY PRODUCT, as a GENUINE PART, any part or accessory that is not in fact a GENUINE PART.

The Dealer's performance of his sales responsibility for GENUINE PARTS shall be measured by such reasonable criteria as the Company may develop from time to time including:

(1) His sales as a percentage of the sales objectives established for him by the Company from time to time, and his sales per UIO, and

(2) A comparison of such percentage and sales per UIO with the percentage similarly obtained and sales per UIO of all other authorized Ford dealers combined in one or more of the following: (i) the DEALER'S LOCALITY, (ii) the Company's sales or service zone, and (iii) the district in which the Dealer is located, as the Company may determine.

3. (b) ***Orders.***

(1) Stock orders for the Dealer's requirements of GENUINE PARTS shall be furnished to the Company by the Dealer in accordance with the applicable PARTS AND ACCESSORIES TERMS OF SALE BULLETIN.

(2) Any order for a GENUINE PART not shipped in accordance with normal shipping schedules will remain in effect unless cancelled by the Dealer or the Company by written notice to the other.

(3) The Dealer shall not be liable to the Company for any failure to accept shipment of GENUINE PARTS ordered from the Company where such failure is due to any labor difficulty in the Dealer's place of business or to any cause beyond the Dealer's control or without the Dealer's fault or negligence.

3. (c) ***Consideration of Orders.***

(1) The Company shall make reasonable efforts to fill each order of the Dealer that is accepted by the Company.

(2) The Company shall not be liable to the Dealer in any respect for failure to ship or for delay in shipment of accepted orders for GENUINE PARTS where such failure or delay is due wholly or in part to (i) shortage or curtailment of material, labor, transportation or utility services, (ii) any labor or production difficulty in any of its own or any of its suppliers' locations, (iii) any governmental action or (iv) any cause beyond the Company's control or without its fault or negligence.

3. (d) *Stocks.* The Dealer shall maintain a stock of parts, including GENUINE PARTS, in accordance with Company GUIDES therefor, and of an assortment in quantities adequate to meet the current and anticipated demand therefor. The Dealer's maintenance of stocks of GENUINE PARTS shall be subject to the Company's filling the Dealer's orders therefor.

3. (e) *Returns and Allowances.* The Dealer shall be entitled to such allowances, discounts, incentives and return privileges from the Company on GENUINE PARTS subject to such conditions and procedures as may be specified in the applicable PARTS AND ACCESSORIES

2. *RESPONSIBILITIES WITH RESPECT TO VEHICLES (Continued)*

(2) The Company shall not be liable to the Dealer in any respect for failure to ship or for delay in shipment of accepted orders for VEHICLES where such failure or delay is due wholly or in part to (i) shortage or curtailment of material, labor, transportation, or utility services, (ii) any labor or production difficulty in any of its own or any of its suppliers' locations, (iii) any governmental action, or (iv) any cause beyond the Company's control or without its fault or negligence.

2. (d) ***Stocks.*** The Dealer shall maintain stocks of current models of such lines or series of VEHICLES, of an assortment and in quantities as are in accordance with Company GUIDES therefor, or adequate to meet the Dealer's share of current and anticipated demand for VEHICLES in the DEALER'S LOCALITY. The Dealer's maintenance of VEHICLE stocks shall be subject to the Company's filling the Dealer's orders therefor.

2. (e) ***Demonstrators.*** The Dealer shall maintain at all times in good condition and running order for demonstration and loan to prospective purchasers, such numbers of the latest model of such lines or series of VEHICLES as are in accordance with Company GUIDES therefor.

2. (f) ***Factory Suggested Price Labels.*** If any CAR is delivered by the Company to the Dealer with an incorrect label, or without a completed label, affixed thereto pursuant to the Federal Automobile Information Disclosure Act, the Dealer shall promptly complete and affix to such CAR a correct label on the form and in accordance with the directions furnished by the Company.

2. (g) ***Owner Literature.*** The Dealer shall, in accordance with the Company's instructions, complete, execute and deliver to each retail purchaser of a VEHICLE from him the Company's then current publications for owners with respect to the operation, maintenance and warranty of that VEHICLE (hereinafter called "Owner's Literature"). The Dealer shall fulfill promptly all dealer responsibilities under each piece of the Owner's Literature delivered by him. The Company may specify in the Owner's Literature that the Dealer will perform certain inspections of the VEHICLE. The Dealer authorizes the Company to charge his account for work done by another Company authorized CAR or TRUCK dealer under the Owner's Literature delivered by the Dealer, and to credit his account for work done by him under Owner's Literature delivered by another Company authorized CAR or TRUCK dealer. The charge or credit shall be in the amount specified by the Company from time to time.

2. (h) ***Rebates and Allowances.*** The Dealer shall be entitled to such rebates and allowances from the Company on VEHICLES and factory-installed options, subject to such conditions and procedures, as may be specified in the applicable VEHICLE TERMS OF SALE BULLETIN or other notice pertaining thereto sent to the Dealer by the Company, provided that any change in the model close-out allowance shall be announced to the Dealer prior to the Company's solicitation of the build-out order.

2. (i) ***Warranty.*** The Company shall from time to time establish, by notice to the Dealer, the warranty to the owner applicable to each VEHICLE. There shall be NO OTHER WARRANTY, express or implied, including any warranty of MERCHANTABILITY OR FITNESS, or any other obligation of the Company to the Dealer or the owner with respect to the VEHICLE or any part thereof except the warranty established pursuant to this subparagraph. The Dealer shall expressly incorporate such warranty as a part of each buyer's order form or other contract for the sale of a VEHICLE and shall deliver a copy of the warranty, in the form furnished by the Company, to the owner at the time the VEHICLE is delivered to the owner, all in accordance with instructions set forth in the Company's then current Warranty and Policy Manual and supplements thereto (hereinafter called "Warranty Manual").

3. *RESPONSIBILITIES WITH RESPECT TO GENUINE PARTS (Cont.)*

TERMS OF SALE BULLETIN or other notice pertaining thereto sent to the Dealer by the Company.

3. (f) ***Warranty.*** The Company shall from time to time establish, by notice to the Dealer, the warranty applicable to each GENUINE PART. There shall be NO OTHER WARRANTY, express or implied, including any warranty of MERCHANTABILITY OR FITNESS, or any other obligation of the Company to the Dealer or the customer with respect to any GENUINE PART or any part thereof except the warranty established pursuant to this subparagraph. The Dealer shall expressly incorporate such warranty as a part of each sale of a GENUINE PART, in accordance with instructions set forth in the Warranty Manual.

RESPONSIBILITIES WITH RESPECT TO SERVICE

4. The Dealer shall develop, maintain and direct a trained, quality service organization and render at the DEALERSHIP FACILITIES prompt, workmanlike, courteous and willing service to owners and users of COMPANY PRODUCTS, in accordance with the standards and procedures set forth in the applicable CUSTOMER SERVICE BULLETIN, including without limitation all service to which a purchaser of a COMPANY PRODUCT from any authorized Ford dealer may be entitled.

4. (a) ***Predelivery Service.*** The Dealer shall perform or be responsible for the performance of such inspection, conditioning and repair of each VEHICLE before delivery as may be prescribed for such VEHICLE in the Company's applicable predelivery inspection and conditioning schedules furnished by the Company to the Dealer. The Dealer shall maintain or be responsible for the maintenance of adequate records of all predelivery inspection, conditioning and repair work performed by or for the Dealer.

4. (b) ***Warranty and Policy and Campaign Service.***

(1) The Dealer shall perform all warranty and policy service on each COMPANY PRODUCT it is certified to sell and service, presented by owners, in accordance with the warranty and policy applicable thereto and the applicable provisions of the Warranty Manual and CUSTOMER SERVICE BULLETIN.

(2) The Dealer shall perform campaign inspections and/or corrections for owners and users of all VEHICLES, subject to the campaign instructions issued by the Company from time to time and the applicable provisions of the Warranty Manual. The Company may ship parts in quantity to the Dealer to effect such campaign work and if such parts are in excess of the Dealer's requirements, the Dealer may return unused parts to the Company for credit after completion of the campaign.

(3) The Dealer shall use only GENUINE PARTS in performing warranty, policy and campaign work, except as otherwise provided in the Warranty Manual, CUSTOMER SERVICE BULLETIN or campaign instructions, and shall give precedence to all such work over other service work if the use of the vehicle is impaired. The Dealer shall promptly report to the Company, and seek the Company's assistance with respect to, any warranty or policy or campaign work which cannot be performed to the owner's or the Dealer's satisfaction. The Company shall give precedence to such requests over other service assistance. The Dealer shall provide the owner with a copy of the repair order for such work itemizing the work performed. The Dealer shall have such repair

4. *RESPONSIBILITIES WITH RESPECT TO SERVICE (Continued)*

order signed by the owner except in unusual circumstances where it is not feasible to obtain such signature.

(4) The Dealer shall submit claims to the Company for reimbursement for the parts and labor used in performing warranty, policy and campaign work and the Company shall reimburse the Dealer therefor, in accordance with the provisions of the Warranty Manual or campaign instructions and the Dealer's approved warranty labor rate. The Dealer shall maintain adequate records and documents supporting such claims in accordance with the provisions of the Warranty Manual.

4. (c) ***Maintenance and Repair Service.*** The Dealer shall perform all other maintenance and repair services, including, where feasible, body repair services, reasonably required by owners and users of VEHICLES and shall provide each customer a copy of the repair order itemizing the work performed and the charges therefor. The Dealer shall have the customer sign such repair order except in unusual circumstances where it is not feasible to obtain such signature.

4. (d) ***Service Tools and Equipment.*** The Dealer shall acquire and maintain for use in DEALERSHIP OPERATIONS such diagnostic equipment and other tools, equipment and machinery, comparable to the type and quality recommended by the Company from time to time, as are necessary to meet the Dealer's service responsibilities hereunder and substantially in accordance with Company GUIDES therefor and the applicable CUSTOMER SERVICE BULLETIN.

RESPONSIBILITIES WITH RESPECT TO DEALERSHIP FACILITIES

5. (a) ***Locations and Facilities.*** The Dealer shall establish and maintain at the DEALERSHIP LOCATION approved by the Company DEALERSHIP FACILITIES of satisfactory appearance and condition and adequate to meet the Dealer's responsibilities under this agreement. The DEALERSHIP FACILITIES shall be substantially in accordance with the GUIDES therefor established by the Company from time to time.

5. (b) ***Dealership Facilities Supplement.*** The Dealer and the Company have executed, as a part of and simultaneously with this agreement, a Dealership Facilities Supplement which includes a description of all of the DEALERSHIP LOCATION and FACILITIES, the GUIDES therefor as of the date of this agreement and the purpose for which each shall be used.

5. (c) ***Changes and Additions.*** The Dealer shall not move or substantially modify or change the usage of any of the DEALERSHIP LOCATION or FACILITIES for COMPANY PRODUCTS, nor shall the Dealer or any person named in subparagraphs F(i) or F(ii) hereof directly or indirectly establish or operate in whole or in part any other locations or facilities for the sale or service of COMPANY PRODUCTS or the sale of used vehicles without the prior written consent of the Company. Any such change shall be evidenced by a new Dealership Facilities Supplement executed by the Dealer and the Company. To ensure that all data included on the Dealership Facilities Supplement are reasonably accurate, the Company and the Dealer shall execute a new Dealership Facilities Supplement at least once every five (5) years.

5. (d) ***Company Assistance.*** To assist the Dealer in planning, establishing and maintaining DEALERSHIP LOCATION and FACILITIES in accordance with his responsibilities under this agreement, the Company will make available, at the request of the Dealer, and at a mutually convenient time and place, personnel to provide counsel and advice regarding location and facility planning, including layout and design.

5. *RESPONSIBILITIES WITH RESPECT TO DEALERSHIP FACILITIES (Continued)*

5. (e) ***Fulfillment of Responsibility.*** The Dealer shall be deemed to be fulfilling his responsibilities under this paragraph 5 when and as long as the DEALERSHIP LOCATION is approved by the Company and the DEALERSHIP FACILITIES are substantially in accordance with the current GUIDES therefor. The execution of this agreement or of any Dealership Facilities Supplement shall not of itself be construed as evidence of the fulfillment by the Dealer of his responsibilities to provide adequate DEALERSHIP LOCATION and FACILITIES.

OTHER DEALER AND COMPANY RESPONSIBILITIES

6. (a) ***Signs.*** The Dealer shall install and maintain at the DEALERSHIP LOCATION signs of good appearance and adequate to identify such locations as (1) authorized sales and service establishments for VEHICLES and other COMPANY PRODUCTS identifying such products as products of the Company, (2) authorized sales locations for used vehicles and (3) authorized locations for the leasing or rental of vehicles, as the case may be. Each sign shall be compatible with the design standards established by the Company from time to time and shall be subject to the Company's approval with respect to any display of any trademark or trade name used or claimed by the Company or any of its subsidiaries. Fulfillment of any separate Dealership Identification Agreement between the Dealer and the Company shall be deemed fulfillment of this subparagraph 6(a). The Company will make available, at the request of the Dealer, and at a mutually convenient time and place, personnel to provide counsel and advice regarding dealership signs and identification.

6. (b) ***Personnel.*** The Dealer shall employ and train such numbers and classifications of competent personnel of good character, including, without limitation, sales, parts, service, owner relations and other department managers, salesmen and service technicians, as will enable the Dealer to fulfill all his responsibilities under this agreement. The Company shall provide assistance to the Dealer in determining personnel requirements. In response to the training needs of the Dealer's personnel, the Dealer at his expense shall cause his personnel to attend training schools or courses conducted by the Company from time to time.

6. (c) ***Dealer Residence.*** Effective operation of the Dealer's business is dependent in large part on the Dealer's management becoming a part of and accepted within his local community. Accordingly, each person named in subparagraph F(ii) hereof shall (unless otherwise approved in writing by the Company because of individual circumstances) reside within the DEALER'S LOCALITY.

6. (d) ***Capital.*** The Dealer shall at all times maintain and employ in connection with his ~~DEALERSHIP OPERATIONS separately from any other business of the Dealer, such total~~ investment, net working capital, adequate lines of wholesale credit and competitive retail financing plans for VEHICLES as are in accordance with Company GUIDES therefor and will enable the Dealer to fulfill all his responsibilities under this agreement.

6. (e) ***Accounting System.*** It is in the mutual interests of the Dealer and the Company that uniform accounting systems and practices be maintained by the Company's authorized dealers in order that the Company may develop and disseminate helpful information, evaluate the relative

6. *OTHER DEALER AND COMPANY RESPONSIBILITIES (Continued)*

operating performance of each dealer and develop criteria that will enable the Company to formulate plans and policies in the interests of its dealers and the Company and that will assist each dealer to obtain satisfactory results from his dealership operations. Accordingly, the Dealer shall install and use in his DEALERSHIP OPERATIONS, whether conducted as one or several business entities, an accounting system, not exclusive of any other system the Dealer may wish to use, in accordance with the Company's Manual of Dealer Accounting Procedures as amended from time to time.

6. (f) ***Financial Reports.*** In furtherance of the mutual interests set forth in paragraph 6(e) hereof, the Dealer shall furnish to the Company each month, at the time and on the forms prescribed by the Company, a complete statement reflecting the true financial condition and the month and year-to-date operating results of his DEALERSHIP OPERATIONS as of the end of the preceding month. The Dealer also shall promptly furnish to the Company a copy of any adjusted annual statement that may be prepared by or for the Dealer. All such statements, reports and data shall be based whenever applicable upon the accounting system installed and used by the Dealer in accordance with subparagraph 6(e). Financial information furnished by the Dealer shall be handled on a confidential basis by the Company and, unless authorized by the Dealer or required by law, or offered in evidence in judicial or arbitration proceedings, shall not be furnished, except as an unidentified part of a composite or coded report, to any party outside of the Company.

6. (g) ***Delivery and Sales Reports.*** To assist the Company in evaluating current sales and market trends, in advising its manufacturing sources of adjustments desired in production and distribution schedules, and in providing the type of information necessary to provide assistance and counsel to the Dealer, the Dealer shall (1) accurately complete the information prescribed on the vehicle delivery card and forward such card to the Company at or as soon as reasonably possible after the end of the day on which the new VEHICLE is delivered or sold, whichever shall occur first, to the private or fleet customer or to rental or leasing operations, if any, conducted or controlled by the Dealer, and (2) furnish the Company with accurate and complete delivery or sales reports and data relating to the Dealer and his DEALERSHIP OPERATIONS at the times and on such forms as the Company may specify from time to time.

6. (h) ***Customer Handling.*** The Dealer shall cooperate with Company programs, and develop and maintain his own programs, designed to develop good relationships between the Dealer and the public. The Dealer shall promptly investigate and handle all matters brought to his attention by the Company or the public relating to the sale or servicing of COMPANY PRODUCTS in the DEALER'S LOCALITY, in accordance with procedures set forth in the applicable CUSTOMER SERVICE BULLETIN, so as to develop public confidence in the Dealer, the Company and COMPANY PRODUCTS. The Dealer shall report promptly to the Company the details of each inquiry or complaint received by the Dealer relating to any COMPANY PRODUCT which the Dealer cannot handle satisfactorily. The Dealer shall not make, directly or indirectly, any false or misleading statement or representation to any customer as to any VEHICLE, GENUINE PART or other COMPANY PRODUCT as to the source, condition or capabilities thereof, or the Dealer's or the Company's prices or charges therefor or for distribution, delivery, taxes or other items.

6. (i) *Business Practices, Advertising and Programs.* The Dealer shall conduct DEALERSHIP OPERATIONS in a manner that will reflect favorably at all times on the reputation of the Dealer, other Company authorized dealers, the Company, COMPANY PRODUCTS and

6. OTHER DEALER AND COMPANY RESPONSIBILITIES (Continued)

trademarks and trade names used or claimed by the Company or any of its subsidiaries. The Dealer shall avoid in every way any "bait", deceptive, misleading, confusing or illegal advertising or business practice. The Company shall not publish or employ any such advertising or practice or encourage any dealer or group of dealers to do so.

6. (j) Compliance with Laws, Rules and Regulations. The Dealer shall comply with all applicable federal, state, and local laws, rules and regulations in the ordering, sale and service of COMPANY PRODUCTS and the sale and service of used vehicles, including without limitation those related to motor vehicle safety, emissions control and customer service. The Company shall provide the Dealer, and the Dealer shall provide the Company, such information and assistance as may be reasonably requested by the other in connection with the performance of obligations under such laws, rules and regulations.

6. (k) Indemnification by the Company. The Company shall defend, indemnify, hold harmless and protect the Dealer from any losses, damages or expense, including costs and attorney's fees, resulting from or related to lawsuits, complaints or claims commenced against the Dealer by third parties concerning:

(1) Property damage to a COMPANY PRODUCT or bodily injury or property damage arising out of an occurrence caused solely by a "production defect" in that product (i.e., due to defective materials or workmanship utilized or performed at the factory, except for any "production defect" in tires and diesel engines made by others, provided, however, that the "production defect" could not have been discovered by the Dealer in the reasonable pre-delivery inspection of the VEHICLE, as recommended by the Company.

(2) Property damage to a COMPANY PRODUCT or bodily injury or property damage arising out of an occurrence caused solely by a defect in the design of that product, except for a defect in the design of tires or diesel engines made by others.

(3) Any damage occurring to a new VEHICLE, and repaired by the Company (excluding removal and replacement of an entire component with a like component where no welding, riveting or painting is involved), from the time the VEHICLE leaves the Company's assembly plant or warehouse to the time it is delivered to the Dealer's designated location, provided the Company failed to notify the Dealer in writing of such damage and repair in transit prior to delivery of the VEHICLE to the first retail customer.

In the event that any legal action arising out of any of these causes is brought against the Dealer, the Company shall undertake, at its sole expense, to defend said action on behalf of the Dealer when requested to do so by the Dealer, provided that the Dealer promptly notifies the Company in writing of the commencement of the action against the Dealer and cooperates fully in the defense of the action in such manner and to such extent as the Company may reasonably require (provided, however, that the Company shall have the right to continue the suit in the name of the Dealer, if the Company deems such action to be necessary). Should the Company refuse to undertake the defense on behalf of the Dealer, or fail to undertake an adequate defense, the Dealer may conduct its own defense and the Company shall be liable for the cost of such defense, including reasonable attorney's fees, together with any verdict, judgment or settlement paid by the Dealer (provided, however, that the Dealer shall notify the Company within a reasonable period of any such settlement).

(4) Personal injury or property damage arising solely out of a negligent or improper act of an employe of the Company.

DEALER'S RESPONSIBILITIES WITH RESPECT TO HOURS OF BUSINESS

7. To the end that the needs of customers and owners served by the Dealer are fulfilled properly, the Dealer shall maintain DEALERSHIP OPERATIONS open for business during all hours and days which are customary in the trade and lawful for such operations in the DEALER'S LOCALITY.

PURCHASES FROM OTHERS AND SALES TO OTHERS

8. The Dealer reserves the right to make purchases from others without obligation or liability of any kind to the Company, provided that the Dealer shall not be relieved of any responsibility assumed by the Dealer under this agreement; and, except as otherwise expressly provided herein, the Company reserves the right to make sales to others (including without limitation to other dealers) without obligation or liability of any kind to the Dealer.

DETERMINATION OF DEALER REPRESENTATION

9. (a) ***Representation Planning.*** The Company reserves the right to determine, from time to time, in its best judgment, the numbers, locations and sizes of authorized dealers necessary for proper and satisfactory sales and service representation for COMPANY PRODUCTS within and without the DEALER'S LOCALITY. In making such determinations, the Company from time to time conducts, to the extent deemed adequate by the Company and subject to the ready availability of information, studies of the locality, including such factors as its geographic characteristics, consumer shopping habits, competitive representation patterns, sales and service requirements, convenience of customers or potential customers and past and future growth and other trends in marketing conditions, population, income, UIO, VEHICLE sales and registrations and COMPETITIVE and INDUSTRY CAR and TRUCK registrations.

9. (b) ***Information to Dealer.*** The Company will inform the Dealer of any proposed change in the Company's market representation plans for the DEALER'S LOCALITY, provided that if the Company's market representation plans do not provide for the continuation of representation of COMPANY PRODUCTS from the Dealer's DEALERSHIP FACILITIES (except for a relocation thereof), the Company shall not be obligated to inform other dealers thereof, but shall give the Dealer written notice thereof. If, in the Company's opinion, such changes should be disclosed to other dealers in connection with the Company's market representation plans for their respective DEALERSHIP OPERATIONS, the Company may inform such other dealers thereof, without liability to the Dealer, no earlier than thirty (30) days after such notice to the Dealer and shall inform such other dealers that the Dealer may maintain his DEALERSHIP OPERATIONS for so long as the Dealer desires and fulfills his responsibilities under this agreement.

DETERMINATION OF DEALER REPRESENTATION (Continued)

9. (c) ***Additional Dealers.*** The Company shall have the right to appoint additional dealers in VEHICLES within or without the DEALER'S LOCALITY except that, if an additional dealer will be within the DEALER'S LOCALITY and within ten (10) miles driving distance of the Dealer's principal place of business, the Company shall not appoint the additional dealer unless a study made pursuant to subparagraph 9(a) reasonably demonstrates, in the Company's opinion, that such appointment is necessary to provide VEHICLES with proper sales and service representation in such locality with due regard to the factors referred to above in subparagraph 9(a). The Company by written notice to the Dealer will give the Dealer thirty (30) days in which to review the applicable study (excluding information regarding other dealers considered confidential by the Company), to discuss such additional dealer with representatives of the Company and to give the Company written notice of objection to the proposed addition. If the Dealer fails to give such written notice by such time, he shall be deemed to have consented to the proposed addition. The Company will give consideration to any such written objection and advise the Dealer in writing of its decision before any commitment is made or negotiations conducted with any dealer prospect. If the Dealer appeals to the Dealer Policy Board within fifteen (15) days of such decision, no action will be taken by the Company until the Dealer Policy Board has rendered a decision on the matter.

9. (d) ***Established Dealer Points.***

Nothing in this paragraph 9 shall restrict the right of the Company to appoint a dealer in VEHICLES as a replacement for a dealer in VEHICLES, or to fill an established open point for a dealer in VEHICLES, at or near a location previously approved by the Company.

PRICES AND CHARGES

10. Sales of COMPANY PRODUCTS by the Company to the Dealer hereunder will be made in accordance with the prices, charges, discounts and other terms of sale set forth in price schedules or other notices published by the Company to the Dealer from time to time in accordance with the applicable VEHICLE TERMS OF SALE BULLETIN or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN. Except as otherwise specified in writing by the Company, such prices, charges, discounts and terms of sale shall be those in effect, and delivery to the Dealer shall be deemed to have been made and the order deemed to have been filled on the date of delivery to the carrier or the Dealer, whichever occurs first. The Company has the right at any time and from time to time to change or eliminate prices, charges, discounts, allowances, rebates, refunds or other terms of sale affecting COMPANY PRODUCTS by issuing a new VEHICLE or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN, new price schedules or other notices. In the event the Company shall increase the DEALER PRICE for any COMPANY PRODUCT, the Dealer shall have the right to cancel, by notice to the Company within ten (10) days after receipt by the Dealer of notice of such increase, any orders for such product placed by the Dealer with the Company prior to receipt by the Dealer of notice of such increase and unfilled at the time of receipt by the Company of such notice of cancellation.

TERMS AND TITLE

11. (a) ***Payment.*** Payment by the Dealer for each COMPANY PRODUCT shall be in accordance with the terms and conditions set forth in the applicable VEHICLE or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN.

11. (b) ***Title.*** Title to each COMPANY PRODUCT purchased by the Dealer shall (unless otherwise provided in the applicable VEHICLE or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN) pass to the Dealer, or to such financing institution or other party as may have been designated to the Company by the Dealer, upon delivery thereof to the carrier or to the

11. TERMS AND TITLE (Continued)

Dealer, whichever occurs first, but the Company shall retain a security interest in and right to repossess any product until paid therefor.

11. (c) ***Risk of Loss and Claims.*** The Company shall assume all risk of loss or damage to any VEHICLE purchased by the Dealer from the Company which is not borne by the carrier while the VEHICLE is in the possession of the carrier provided the Dealer properly inspects and records any loss or damage of the VEHICLE upon receipt thereof. The Dealer shall cooperate with the Company in processing all claims for loss or damage of the VEHICLE in accordance with the Company's then current procedures.

11. (d) ***Demurrage and Diversion Liability.*** The Dealer shall be responsible for and pay any and all demurrage, storage and other charges accruing after arrival of any shipment at its destination. In the event the Dealer shall fail or refuse for any reason (other than labor difficulty in the Dealer's place of business or any cause beyond the Dealer's control or without the Dealer's fault or negligence) to accept delivery of any COMPANY PRODUCT ordered by the Dealer, the Dealer shall also pay the Company the amount of all expenses incurred by the Company in shipping such product to the Dealer and in returning such product to the original shipping point or diverting it to another destination; but in no event shall the Dealer pay the Company more for any such diversion than the expense of returning the product to its original shipping point.

11. (e) ***State and Local Taxes.*** The Dealer hereby represents and warrants that all COMPANY PRODUCTS purchased from the Company are purchased for resale in the ordinary course of the Dealer's business. The Dealer further represents and warrants that the Dealer has complied with all requirements for his collection and/or payment of applicable sales, use and like taxes, and has furnished or will furnish evidence thereof to the Company. These representations and warranties shall be deemed a part of each order given by the Dealer to the Company.

The Dealer agrees that, as to any COMPANY PRODUCT put to a taxable use by the Dealer, or in fact purchased by the Dealer other than for resale, the Dealer shall make timely and proper return and payment of all applicable sales, use and like taxes, and shall hold the Company harmless from all claims and demands therefor.

RECORDS, INSPECTIONS AND TESTS

12. (a) ***Record Retention.*** The Dealer shall retain for at least two (2) years all records and documents, including journals and ledgers, which relate in any way, in whole or in part, to DEALERSHIP OPERATIONS, except for records used as a basis for submission of warranty and policy claims, which shall be retained for at least one (1) year.

12. (b) ***Inspections and Tests.*** The Dealer shall allow persons designated by the Company, at reasonable times and intervals and during normal business hours, to examine the DEALERSHIP FACILITIES and OPERATIONS, the Dealer's stocks of COMPANY PRODUCTS and used vehicles and vehicles at the DEALERSHIP FACILITIES for service or repair, to test the Dealer's equipment, to check and instruct the Dealer and his employees in the proper handling of warranty and other repairs and claims based thereon, and to examine, copy and audit any and all of the Dealer's records and documents. The Company may charge back to the Dealer all payments or credits made by the Company to the Dealer pursuant to such claims or otherwise which were improperly claimed or paid.

CHANGES IN COMPANY PRODUCTS

13. The Company may change the design of any COMPANY PRODUCT, or add any new or different COMPANY PRODUCT or line, series or body style of VEHICLES, at any time and from

TERMINATION OR NONRENEWAL OF AGREEMENT

17. (a) ***By Dealer.*** The Dealer may terminate or not renew this agreement at any time at will by giving the Company at least thirty (30) days prior written notice thereof.

17. (b) ***By Company Due to Events Controlled by Dealer.*** The following represent events which are substantially within the control of the Dealer and over which the Company has no control, and which are so contrary to the intent and purpose of this agreement as to warrant its termination or nonrenewal:

(1) Any transfer or attempted transfer by the Dealer of any interest in, or right, privilege or obligation under this agreement; or transfer by operation of law or otherwise, of the principal assets of the Dealer that are required for the conduct of DEALERSHIP OPERATIONS; or any change, however accomplished, without the Company's prior written consent, which consent shall not be unreasonably withheld, in the direct or indirect ownership or operating management of the Dealer as set forth in paragraph F.

(2) Any misrepresentation in applying for this agreement by the Dealer or any person named in paragraph F; or submission by the Dealer to the Company of any false or fraudulent application or claim, or statement in support thereof, for warranty, policy or campaign adjustments, for wholesale parts or VEHICLE sales incentives or for any other refund, credit, rebate, incentive, allowance, discount, reimbursement or payment under any Company program; or acceptance by the Dealer of any payment for any work not performed by the Dealer in accordance with the provisions of this agreement, the Warranty Manual or any applicable CUSTOMER SERVICE BULLETIN.

(3) Insolvency of the Dealer, inability of the Dealer to meet debts as they mature, filing by the Dealer of a voluntary petition under any bankruptcy or receivership law, adjudication of the Dealer as a bankrupt or insolvent pursuant to an involuntary petition under any such law, appointment by a court of a temporary or permanent receiver, trustee or custodian for the Dealer or the Dealer's assets, or execution of an assignment by the Dealer for the benefit of creditors; dissolution of the Dealer; or failure of the Dealer for any reason to function in the ordinary course of business, or to maintain the DEALERSHIP OPERATIONS open for business during and for not less than the hours customary in the trade and lawful in the DEALER'S LOCALITY as set forth in paragraph 7.

(4) Conviction in a court of original jurisdiction of the Dealer or any person named in paragraph F for any violation of law, or any conduct by any such person unbecoming a reputable businessman, or disagreement between or among any persons named in paragraph F, which in the Company's opinion tends to affect adversely the operation or business of the Dealer or the good name, goodwill or reputation of the Dealer, other authorized dealers of the Company, the Company, or COMPANY PRODUCTS.

(5) The Dealer shall have engaged, after written warning by the Company, in any advertising or business practice contrary to the provisions of subparagraph 6(i) of this agreement.

(6) Failure of the Dealer to fulfill any provision of paragraph 10 (as to prices or charges), or paragraph 11 (as to terms and title, including payment for COMPANY PRODUCTS), or paragraph 15 (as to trademarks or trade names), or to pay the Company any sum due pursuant to any agreement, including any purchase or lease agreement, between the Company and the Dealer.

Upon occurrence of any of the foregoing events, the Company may terminate this agreement by giving the Dealer at least fifteen (15) days prior written notice thereof.

CHANGES IN COMPANY PRODUCTS (Continued)

time to time, without notice or obligation to the Dealer, including any obligation with respect to any COMPANY PRODUCT theretofore ordered or purchased by or delivered to the Dealer. Such changes shall not be considered model year changes as contemplated by the provisions of any VEHICLE TERMS OF SALE BULLETIN. The Company may discontinue any VEHICLE or other COMPANY PRODUCT at any time without liability to the Dealer.

DEALER NOT AGENT OF THE COMPANY

14. This agreement does not in any way create the relationship of principal and agent between the Company and the Dealer and under no circumstances shall the Dealer be considered to be an agent of the Company. The Dealer shall not act or attempt to act, or represent himself, directly or by implication, as agent of the Company or in any manner assume or create any obligation on behalf of or in the name of the Company.

TRADEMARKS AND TRADE NAMES

15. (a) ***Use in Firm Name.*** The Dealer may not use any trademark or trade name used or claimed by the Company or any of its subsidiaries in the Dealer's firm name or trade name except with the Company's prior written approval. If, after such approval, the Company should at any time so request, the Dealer shall promptly discontinue such use and take all steps necessary or appropriate in the opinion of the Company to eliminate such trademark or trade name from the Dealer's firm name or trade name.

15. (b) ***Limitations on Use.*** The Dealer shall not use any trademark or trade name used or claimed by the Company or any of its subsidiaries, or coined words or combinations containing the same or parts thereof, in connection with any business conducted by the Dealer other than in dealing in COMPANY PRODUCTS to which such trademark or trade name refers, and then only in the manner and form approved by the Company; provided that the word "Ford" may be used in connection with a business operated by or affiliated with the Dealer as the Dealer's used vehicle outlet if the Dealer obtains the Company's prior written approval, which may be revoked at any time, and if the Dealer retains the right to require any such affiliated business to discontinue such use at any time the Dealer may direct. The Dealer shall direct such discontinuance on request of the Company at any time.

The Dealer shall not contest the right of the Company to exclusive use of any trademark or trade name used or claimed by the Company or any of its subsidiaries.

REPORTS TO FORD MOTOR COMPANY'S DEALER POLICY BOARD

16. In the interest of maintaining harmonious relationships between the parties to this agreement, the Dealer shall report promptly in writing to the Company's Dealer Policy Board (hereafter called "Policy Board") any act or failure to act on the part of the Company or any of its representatives which the Dealer believes was not in accordance with this agreement or was not reasonable, fair, for good cause or provocation or in good faith as to the Dealer. For the purposes of this agreement, the term "good faith" shall mean the Company and its representatives acting in a fair and equitable manner toward the Dealer so as to guarantee the Dealer freedom from coercion or intimidation from the Company. It is the purpose of the Policy Board to receive, carefully evaluate and, to the extent possible, resolve any such claim to the mutual satisfaction of the parties. Any decision of the Policy Board shall be binding on the Company but shall not be binding on the Dealer.

TERMINATION OR NONRENEWAL OF AGREEMENT (Continued)

17. (c) ***By Company for Nonperformance by Dealer of Sales, Service, Facilities or Other Responsibilities.*** If the Dealer shall fail to fulfill any of his responsibilities with respect to:

(1) CARS or TRUCKS under the provisions of paragraph 2 of this agreement,

(2) GENUINE PARTS under the provisions of paragraph 3 of this agreement,

(3) Service under the provisions of paragraph 4 of this agreement,

(4) DEALERSHIP LOCATION or FACILITIES under the provisions of paragraph 5 of this agreement, or

(5) Other responsibilities under the provisions of subparagraphs 6(a) through 6(h) (as to signs, personnel, residence, capital, accounting system, financial reports, delivery or sales reports or customer handling), subparagraph 6(j) (as to laws, rules or regulations), paragraph 12 (as to records, inspections and tests) or paragraph 14 (as to the Dealer not being an agent of the Company) of this agreement,

the Company shall notify the Dealer in writing of such failure or failures, will offer to review promptly with the Dealer the reasons which, in the Company's or Dealer's opinion, account for such failure or failures and will provide the Dealer with a reasonable opportunity to cure the same. If the Dealer fails or refuses to cure the same within a reasonable time after such notice, the Company may terminate or not renew this agreement by giving the Dealer at least ninety (90) days prior written notice thereof.

17. (d) ***By Company or Dealer Because of Death or Physical or Mental Incapacity of any Principal Owner.*** Since this agreement has been entered into by the Company in reliance upon the continued participation in the ownership of the Dealer by the persons named in subparagraph F(i) hereof, the Company or the Dealer may (subject to the provisions of paragraph 20 hereof) terminate or not renew this agreement, by giving the other at least fifteen (15) days prior written notice thereof, in the event of the death or physical or mental incapacity of any owner of the Dealer named in subparagraph F(i); provided, however, that in order to facilitate orderly termination and liquidation of the dealership, the Company shall defer for a period of three (3) months to one (1) year, as the Company may determine, the exercise of its right to terminate in such event if the executor or representative of such deceased or incapacitated owner shall so request and shall demonstrate the ability to carry out the terms and conditions of this agreement.

17. (e) ***By Company or Dealer for Failure of Dealer or Company to be Licensed.*** If the Company or the Dealer requires a license for the performance of any responsibility under this agreement in any jurisdiction where this agreement is to be performed and if either party shall fail to secure and maintain such license, or if such license is suspended or revoked, irrespective of the cause or reason, either party may terminate or not renew this agreement by giving the other at least fifteen (15) days prior written notice thereof.

17. (f) ***By Company at Will.*** If this agreement is not for a stated term specified in paragraph G of this agreement, the Company may terminate this agreement at will at any time by giving the Dealer at least one hundred and twenty (120) days prior written notice thereof.

17. (g) ***By Company Upon the Offer of a New Agreement.*** The Company may terminate this agreement at any time by giving the Dealer at least thirty (30) days prior written

17. *TERMINATION OR NONRENEWAL OF AGREEMENT (Continued)*

notice thereof in the event the Company offers a new or amended form of agreement to its authorized dealers in COMPANY PRODUCTS.

17. (h) ***Acts in Good Faith.***

(1) The Dealer acknowledges that each of his responsibilities under this agreement is reasonable, proper and fundamental to the purpose of this agreement and that (i) his failure to fulfill any of them would constitute a material breach of this agreement, (ii) the occurrence of any of the events set forth in subparagraph 17(b), 17(c), or 17(e) would seriously impair fundamental considerations upon which this agreement is based, and (iii) the rights of termination or nonrenewal reserved in the events specified in subparagraph 17(g) are necessary to permit the Company to remain competitive at all times. The Dealer acknowledges that any such failure, occurrence or event constitutes a reasonable, fair, good, due and just cause and provocation for termination or nonrenewal of this agreement by the Company.

(2) The Dealer agrees that if the Company or any of its representatives (i) requests the Dealer to fulfill any of such responsibilities, (ii) believes that any such failure, occurrence or event is occurring or has occurred and advises the Dealer that, unless remedied, such failure, occurrence or event may result in Company termination or nonrenewal of this agreement, (iii) gives the Dealer notice of termination or nonrenewal, or terminates or fails to renew this agreement, because of any such failure, occurrence or event, then such request, advice, notice, termination or nonrenewal shall not be considered to constitute or be evidence of coercion or intimidation, or threat thereof, or to be unreasonable, unfair, undue or unjust, or to be not in good faith.

REQUIRED APPEAL TO POLICY BOARD—TERMINATIONS OR NONRENEWALS—OPTIONAL ARBITRATION PLAN

18. (a) ***Arbitration Plan.*** The Company has adopted the Ford Motor Company Plan and Rules of Arbitration ("Arbitration Plan") effective June 1, 1972, a copy of which was delivered to the Dealer with this agreement. The Company reserves the right to terminate, change or modify the Arbitration Plan at any time upon notice to the Dealer. Any arbitration pursuant to the Arbitration Plan shall be governed by the terms of the Arbitration Plan in effect on the date such arbitration is commenced.

18. (b) ***Appeal to Policy Board.*** Any protest, controversy or claim by the Dealer (whether for damages, stay of action or otherwise) with respect to any termination or nonrenewal of this agreement by the Company or the settlement of the accounts of the Dealer with the Company after any termination or nonrenewal of this agreement by the Company or the Dealer has become effective, shall be appealed by the Dealer to the Policy Board within fifteen (15) days after the Dealer's receipt of notice of termination or nonrenewal, or, as to settlement of accounts after termination or nonrenewal, within one year after the termination or nonrenewal has become effective. Appeal to the Policy Board shall be a condition precedent to the Dealer's right to pursue any other remedy available under this agreement or otherwise available under law. The Company, but not the Dealer, shall be bound by the decision of the Policy Board.

18. (c) *Optional Arbitration.* If the Dealer is dissatisfied with the decision of the Policy Board in a case referred to in subparagraph 18(b), the Dealer may, at his option, elect to arbitrate

18. REQUIRED APPEAL TO POLICY BOARD—TERMINATIONS OR NONRENEWALS—OPTIONAL ARBITRATION PLAN (Continued)

in accordance with the Arbitration Plan or elect not to arbitrate and retain the right to pursue whatever other remedies may be available, provided that:

(1) The Dealer's election to arbitrate shall be made by filing an Arbitration Demand with the Secretary appointed under the Arbitration Plan within thirty (30) days after receipt by the Dealer of a decision by the Policy Board. The Arbitration Demand shall set forth a clear and complete statement of the nature of the Dealer's claim and the basis thereof, the amount involved, if any, and the remedy sought. The Arbitration Demand shall be in writing and shall be given by personal delivery or sent by registered or certified mail, postage prepaid, to the Secretary, Arbitration Panel, Ford Motor Company, at the address shown in the Plan and Rules of Arbitration.

(2) If the Dealer, by filing a timely Arbitration Demand, elects to arbitrate, arbitration shall be the sole and exclusive remedy of the Dealer in such cases, and the decision and award of the Arbitration Panel provided for in the Arbitration Plan shall be final and binding on both parties.

(3) If the Dealer elects to arbitrate, either party may enjoin the other from pursuing any other remedy in such cases, except that either party may sue to enforce any order or award of the Arbitration Panel and judgment upon such order or award may be entered by any court having jurisdiction.

18. (d) ***Limitation of Actions.*** If the Dealer elects not to arbitrate by failing to file a timely Arbitration Demand, all causes of action at law or in equity and all rights and remedies before federal, state, or local administrative agencies, departments or boards shall be forever barred unless commenced or instituted within one year after the date of the decision of the Policy Board.

18. (e) ***Expenses of Arbitration.*** During the first quarter of each calendar year, the Company and the Chairmen of the Ford and Lincoln-Mercury National Dealer Councils ("Dealer Council Chairmen") shall jointly establish a budget for that calendar year for the retainer fees, daily fees, clerical costs, travel expenses and living allowances ("Compensation") of the Arbitrator selected by the Dealer Council Chairmen, for one-half of the Compensation of the Arbitrator selected as Chairman of the Arbitration Panel, and for one-half of the cost of outside services employed by the Arbitration Panel, pursuant to the Arbitration Plan.

(1) The amount of such budget shall be advanced by the Company to a Trustee selected by the Company and the Dealer Council Chairmen. The Trustee shall pay the Compensation of the Arbitrator selected by the Dealer Council Chairmen, one-half of the Compensation of the Chairman of the Arbitration Panel, and one-half of the cost of outside services employed by the Arbitration Panel, as statements are rendered therefor, from and to the extent of such advance. All other costs of the Arbitration Panel for that calendar year shall be borne by the Company except as hereinafter provided. Any unexpended portion of such budget shall be carried forward to the next calendar year.

(2) The amount of such budget shall be spread in equal amounts among all dealerships then having valid and outstanding Ford, Mercury or Lincoln Sales and Service Agreements with the Company ("Authorized Dealers"). Such equal amount shall be charged to each Authorized Dealer. The Dealer shall promptly pay the amount so charged.

18. REQUIRED APPEAL TO POLICY BOARD—TERMINATIONS OR NONRENEWALS—OPTIONAL ARBITRATION PLAN (Continued)

(3) Each party shall pay and bear all costs of any witness called or other evidence adduced by that party, of any attorney, accountant or other person retained by that party and of any transcript ordered by that party in connection with any arbitration under the Arbitration Plan.

(4) The Arbitration Panel, as a part of any award, may assess, against any party or parties to an arbitration under the Arbitration Plan, all or any part of the costs of any witness called, any other evidence adduced, or any outside service employed, at the direct request of any Arbitrator.

OBLIGATIONS UPON TERMINATION OR NONRENEWAL

19. Upon termination or nonrenewal of this agreement by either party, the Dealer shall cease to be an authorized Ford dealer; and:

19. (a) ***Sums Owing the Company.*** The Dealer shall pay to the Company all sums owing to the Company by the Dealer.

19. (b) ***Discontinuance of Use of Trademarks and Trade Names.*** The Dealer shall at his own expense (1) remove all signs erected or used by the Dealer, or by any business associated or affiliated with the Dealer, and bearing the name "Ford" or any other trademark or trade name used or claimed by the Company or any of its subsidiaries (except signs owned by the Company and except as such use may be permitted under other agreements relating to products of the Company other than COMPANY PRODUCTS) or any word indicating that the Dealer is an authorized dealer with respect to any COMPANY PRODUCT, (2) erase or obliterate all such trademarks, trade names and words from stationery, forms and other papers used by the Dealer, or any business affiliated with the Dealer, (3) discontinue all advertising of the Dealer as an authorized dealer in COMPANY PRODUCTS, (4) discontinue any use of any such trademark, trade name or word in the Dealer's firm or trade name and take all steps necessary or appropriate in the opinion of the Company to change such firm or trade name to eliminate any such trademark, trade name or word therefrom, and (5) refrain from doing anything whether or not specified above that would indicate that the Dealer is or was an authorized Dealer in COMPANY PRODUCTS.

If the Dealer fails to comply with any of the requirements of this subparagraph 19(b), the Dealer shall reimburse the Company for all costs and expenses, including reasonable attorney's fees, incurred by the Company in effecting or enforcing compliance.

19. (c) ***Warranty Work.*** The Dealer shall cease to be eligible to receive reimbursement from the Company with respect to any work thereafter performed or part thereafter supplied under any warranty or policy applicable to any COMPANY PRODUCT, unless specifically authorized by the Company in writing to perform such work and then only in the manner and for the period of time set forth in such authorization.

19. (d) ***Service Records.*** The Dealer shall deliver to the Company or its nominee all of the Dealer's records with respect to predelivery, warranty, policy, campaign and other service work of the Dealer.

19. (e) ***Orders and Customer Deposits.*** The Dealer shall assign to the Company or its nominee all customer orders for COMPANY PRODUCTS which the Dealer has not filled and

19. OBLIGATIONS UPON TERMINATION OR NONRENEWAL (Cont.)

which the Company is not obligated by subparagraph 19(f) to supply to the Dealer, and all customer deposits made thereon; and deliver to the Company or its nominee the names and addresses of the Dealer's existing and prospective customers for COMPANY PRODUCTS.

19. (f) ***Deliveries After Termination or Nonrenewal.*** If this agreement shall be terminated or not renewed by the Company (1) because of the death or physical or mental incapacity of any principal owner of Dealer pursuant to subparagraph 17(d) hereof, or (2) at will pursuant to subparagraph 17(f) hereof, the Company shall use its best efforts to fill the Dealer's bona fide orders for COMPANY PRODUCTS outstanding on the effective date of termination or nonrenewal. The Company's fulfillment of such orders for VEHICLES, however, may be limited to the number and type of VEHICLES delivered to the Dealer by the COMPANY during the ninety (90) days immediately preceding such date, or the number and type of bona fide retail orders for VEHICLES accepted by the Dealer and unfilled on such date, whichever is smaller. Deliveries under this subparagraph shall be made in substantial accord with the Company's normal delivery schedules for the area, unless the Company elects to make all such deliveries within thirty (30) days after the effective date of termination. The Dealer shall inspect, condition and repair such VEHICLES in the manner specified in this agreement and in accordance with procedures outlined by the Company from time to time.

Except for deliveries required by this subparagraph 19(f), each order for a COMPANY PRODUCT received by the Company from the Dealer and unfilled on the effective date of termination or expiration of this agreement shall be deemed cancelled.

SUCCESSOR TO THE DEALER IN THE EVENT OF DEATH OR INCAPACITY

20. In the event of termination or nonrenewal of this agreement by the Company pursuant to subparagraph 17(d) because of the death or physical or mental incapacity of a principal owner of the Dealer named in subparagraph F(i) hereof:

20. (a) *Interim Agreement.* The Company, subject to the other provisions of this paragraph, shall offer an Interim Ford Sales and Service Agreement for COMPANY PRODUCTS:

(1) To a successor dealership composed of the last person nominated by such principal owner as his successor, together with any other principal and remaining owners named in subparagraphs F(i) and F(iii) (hereafter called "Other Owners") hereof, provided that:

(i) The nomination had been submitted to the Company in writing on the form supplied by the Company with the consent of the Other Owners prior to such death or the occurrence of such incapacity, and

(ii) The Company, upon receipt of the nomination had accepted the nominee as then being qualified (or as capable of becoming qualified in five (5) years), and at the time the notice of termination or nonrenewal is given approves the nominee as then being qualified, to assume full managerial authority for the DEALERSHIP OPERATIONS, which acceptance or approval shall not be unreasonably withheld, and

(iii) The nominee has been named as a manager of, and has been actively participating in the general management of, the Dealer or a satisfactorily performing automotive or comparable retail business for a reasonable period of time prior to the time of the notice of termination or nonrenewal, and

20. *SUCCESSOR TO THE DEALER IN THE EVENT OF DEATH OR INCAPACITY (Continued)*

(iv) The successor dealership, at the time the Interim Agreement is to be offered, has capital and facilities substantially in accordance with Company GUIDES therefor, and

(v) In the event more than one nominee fulfills the above conditions, the Company, in its discretion, shall determine which nominee or nominees, together with the Other Owners, shall compose the successor dealership to which such Interim Agreement shall be offered;

(2) To a successor dealership, in the event that such principal owner has notified the Company in writing that the spouse or another relative or heir of such principal owner shall retain or acquire a financial interest in the successor dealership and the Company has approved such spouse, relative or heir for such financial interest which approval shall not be unreasonably withheld. Such successor dealership shall be composed of such spouse, relative or heir, together with the Other Owners and any nominee or nominees approved and qualified pursuant to subparagraph 20(a) (1) hereof, provided that:

(i) The Other Owners and any nominees and such spouse, relative or heir agree in writing how each of them shall participate in the ownership and management of the successor dealership, and

(ii) Managerial authority and responsibility of the successor dealership shall be vested in a nominee approved and qualified pursuant to subparagraph 20(a) (1) hereof, or in a person or persons who have been named in subparagraph F (ii) of this agreement and have been actually participating in the general management of the Dealer for a reasonable period of time prior to the notice of termination or nonrenewal or in another person or persons qualified to assume managerial authority and responsibility and approved by the Company to be so named, which approval shall not be unreasonably withheld, and

(iii) The successor dealership, at the time the Interim Agreement is to be offered, has capital and facilities substantially in accordance with Company GUIDES therefor;

(3) To a successor dealership, in the event that the deceased or incapacitated principal owner has neither nominated a successor pursuant to subparagraph 20(a) (1) hereof, nor notified the Company of a retained or acquired financial interest pursuant to subparagraph 20(a) (2) hereof, which successor dealership shall be composed of the Other Owners; provided that the Other Owners agree in writing how each of them shall participate in the ownership and management of the successor dealership and the successor dealership fulfills the conditions set forth in subparagraphs 20(a) (2)(ii) and (iii) of this agreement.

20. (b) ***Buy-Out.*** The successor dealership named in such Interim Agreement shall arrange in writing, subject to the approval of the Company which shall not be unreasonably withheld, for one or more persons named in subparagraph F(ii) of the Interim Agreement to have the right to acquire during its term at least a 20% ownership interest in the successor dealership and, if the successor dealership is offered a standard Sales and Service Agreement for

20. SUCCESSOR TO THE DEALER IN THE EVENT OF DEATH OR INCAPACITY (Continued)

COMPANY PRODUCTS at the expiration of the Interim Agreement, to have the right to acquire additional ownership interests therein during the first five (5) years of such standard agreement and, at the end of such five (5) years, to acquire the entire ownership interest therein.

20. (c). *Term/Continuation.* Any Interim Agreement offered pursuant to this paragraph 20 shall be in the form in effect between the Company and its authorized dealers in COMPANY PRODUCTS at the time of such offer, and the term of such Interim Agreement shall be for twenty-four (24) months, or such longer term as the Company shall determine to be reasonable to permit the person or persons named in subparagraph F(ii) thereof to acquire a 20% ownership interest in the successor dealership pursuant to subparagraph 20(b) of this agreement, subject to termination during such term as provided in such Interim Agreement. At least ninety (90) days prior to the end of the term of such Interim Agreement, the Company shall determine whether or not the person or persons composing the successor dealership with which such Interim Agreement shall have been executed possess the qualifications with respect to management, capital and facilities necessary to fulfill the responsibilities of an authorized dealer in COMPANY PRODUCTS and, if the Company shall determine that they do possess the same, which determination shall not be unreasonably made, the Company shall offer to such successor dealership, upon the expiration of the term of the Interim Agreement, a standard Sales and Service Agreement for COMPANY PRODUCTS in the form then in effect.

20. (d) ***Limitation of Offer.*** Notwithstanding anything stated or implied to the contrary in this paragraph 20, the Company shall not be obligated to offer an Interim Agreement to any successor dealership if the Company has notified the Dealer in writing prior to such death or physical or mental incapacity that the Company's market representation plans do not provide for continuation of representation from the DEALERSHIP FACILITIES as determined by the Company under paragraph 9 of this agreement. If such market representation plans provide for the relocation of the Dealer to another location, however, the Company shall offer an Interim Agreement subject to the condition that the successor dealership relocate within a reasonable time to such other location in facilities approved by the Company.

20. (e) ***Limitation for Acceptance.*** In the event that the person or persons composing a proposed successor dealership to which any offer of an Interim Agreement or Standard Sales and Service Agreement for COMPANY PRODUCTS shall have been made pursuant to this paragraph 20 shall not accept the same within thirty (30) days after notification to them of such offer, such offer shall automatically expire.

REACQUISITION OF COMPANY PRODUCTS AND ACQUISITION OF THE DEALER'S SIGNS, SPECIAL TOOLS AND EQUIPMENT, AND MAINTENANCE ITEMS

21. Upon termination or nonrenewal of this agreement by the Company, the Dealer may elect as provided in paragraph 23 or, upon termination or nonrenewal of this agreement by the Dealer, the Dealer may demand in his notice of termination or nonrenewal, to have the Company purchase or accept upon return from the Dealer, in return for his general release specified in paragraph 23:

21. (a) *Vehicles.* Each unused, undamaged and unsold VEHICLE (together with all factory-installed options thereon) in the Dealer's stock on the effective date of such termination or

21. *REACQUISITION OF COMPANY PRODUCTS AND ACQUISITION OF THE DEALER'S SIGNS, SPECIAL TOOLS AND EQUIPMENT, AND MAINTENANCE ITEMS (Continued)*

nonrenewal, provided such VEHICLE is in first-class salable condition, is of a then current model has not been altered outside the Company's factory, and was purchased by the Dealer from the Company or another authorized dealer in VEHICLES prior to giving or receiving notice of such termination or nonrenewal. The price for such VEHICLE shall be its DEALER PRICE, plus the Company's charges for distribution, delivery and taxes, at the time it was purchased from the Company, less all allowances paid or applicable allowances offered thereon by the Company.

21. (b) ***Genuine Parts.*** Each unused, undamaged and unsold GENUINE PART, and each unopened item of appearance and maintenance materials and paints (hereinafter called "maintenance items") in the Dealer's stock on the effective date of such termination or nonrenewal, provided such GENUINE PART or maintenance item is offered for sale by the Company to authorized dealers in VEHICLES in the Company's then current Parts and Accessories Price Schedules, is in first-class salable condition including reasonably legible and usable packaging and was purchased by the Dealer from the Company or another Company authorized dealer in normal volume prior to giving or receiving notice of such termination or nonrenewal. Notwithstanding the foregoing, the repurchase of such GENUINE PARTS identified by the Company as accessories shall be limited to those so purchased by the Dealer within twelve (12) months preceding such date, or those sold to the Dealer by the Company for use in a VEHICLE that is a current model on such effective date. The price for each such GENUINE PART or maintenance item shall be its DEALER PRICE in effect on the effective date of termination or nonrenewal, less all allowances paid or applicable allowances offered thereon by the Company. The Dealer, at his own expense, shall carefully pack and box such of the eligible GENUINE PARTS and maintenance items as the Company may direct, and the Company shall pay the Dealer an additional five percent (5%) of the DEALER PRICE of the eligible GENUINE PARTS and maintenance items so packaged and boxed.

21. (c) ***Dealer's Signs.*** Each sign at DEALERSHIP LOCATION which bears a trademark or trade name used or claimed by the Company or any of its subsidiaries, is owned by the Dealer on the effective date of termination or nonrenewal, was approved by the Company pursuant to subparagraph 6(a) and, if requested by the Company, is removed by the Dealer at his expense. The price for each such sign shall be its fair market value on such effective date as agreed by the Company and the Dealer, or, if they cannot agree, as determined by a qualified independent appraiser selected by the Company and the Dealer.

21. (d) ***Special Tools and Equipment.*** All special tools and automotive service equipment owned by the Dealer on the effective date of termination or nonrenewal which were designed especially for servicing VEHICLES, which are of the type recommended in writing by the Company and designated as "special" tools and equipment in the applicable CUSTOMER SERVICE BULLETIN or other notice pertaining thereto sent to the Dealer by the Company, which are in usable and good condition except for reasonable wear and tear, and which were purchased by the Dealer within the three (3) year period preceding the effective date of termination or nonrenewal. The price for each special tool and item of automotive service equipment shall be its fair market value on such effective date as agreed by the Company and the Dealer, or, if they cannot agree, as determined by a qualified independent appraiser selected by the Company and the Dealer.

21. REACQUISITION OF COMPANY PRODUCTS AND ACQUISITION OF THE DEALER'S SIGNS, SPECIAL TOOLS AND EQUIPMENT, AND MAINTENANCE ITEMS (Continued)

21. (e) ***Procedures, Delivery and Title.*** The Dealer shall return all property to be purchased or acquired by the Company pursuant to this paragraph 21 in accordance with the procedures and timetables then established by the Company, shall deliver such property at the DEALERSHIP FACILITIES unless the Company directs otherwise (in which event the Company shall pay transportation costs to the place of delivery), shall and hereby does warrant good clear title to all such property, and shall furnish to the Company evidence satisfactory to the Company that the Dealer has complied with all applicable bulk sales laws and that such property is free and clear of all claims, liens and encumbrances.

21. (f) ***Payment.*** The Company shall pay the Dealer for the property purchased or acquired by it pursuant to this paragraph 21 within a reasonable time following the Dealer's fulfillment of all of the Dealer's obligations under paragraph 19 and this paragraph 21 subject to the Dealer's tender of a general release as specified in paragraph 23, and further subject to offset ~~of any obligations owing by the Dealer to the Company. If the Company has not paid the Dealer~~ the net amount due the Dealer for such property within a period of two (2) months after the Dealer has fulfilled his obligations under this paragraph 21 and provided the Dealer has fully complied with paragraphs 19 and 23, the Company will, at the Dealer's request, advance the Dealer seventy-five percent (75%) of the estimated amount due the Dealer net of any monies owed to the Company by the Dealer. The Company will pay the balance of such amount as soon as practical thereafter.

21. (g) ***Assignment of Benefits.*** As an assist to the Dealer in effecting an orderly transfer of his assets to a replacement dealer and to minimize possible interruptions in customer convenience and service, in the event of termination or nonrenewal by either party, any rights or benefits with respect to subparagraphs 21(a), 21(b), 21(c) and 21(d), herein may be assigned by the Dealer to anyone to whom the Dealer has agreed to sell the respective property and whom the Company has approved as a replacement for the Dealer. Such assignments will be subject to Dealer's fulfillment of his obligations under paragraph 19 and this paragraph 21 and subject to the Dealer's tender of a general release as specified in paragraph 23.

DEALERSHIP FACILITIES ASSISTANCE UPON NONRENEWAL OR CERTAIN TERMINATIONS BY THE COMPANY

22. (a) ***Dealer Eligibility.*** The Dealer may elect, as provided in paragraph 23, to have the Company assist the Dealer with respect to the Dealer's Eligible Facilities (as herein defined), in return for the Dealer's general release as specified in paragraph 23, upon nonrenewal of this agreement by the Company, or upon termination of this agreement by the Company, for the following reasons:

(1) Because of disagreement among persons named in paragraph F pursuant to subparagraph 17(b) (4) or because of the Dealer's failure with respect to prices or charges, terms or title or trademarks or trade names, or other sums due the Company pursuant to subparagraph 17(b) (6);

(2) Because of the Dealer's nonperformance of his responsibilities set forth in paragraphs 2, 3, 4 or 6 pursuant to subparagraph 17(c);

22. *DEALERSHIP FACILITIES ASSISTANCE UPON NONRENEWAL OR CERTAIN TERMINATIONS BY THE COMPANY (Continued)*

(3) Because of the death or physical or mental incapacity of a principal owner named in subparagraph F(i) pursuant to subparagraph 17(d) providing that a successor dealership is not appointed as provided under paragraph 20;

(4) Because of failure of the Dealer or the Company to be licensed pursuant to subparagraph 17(e); or

(5) At will pursuant to subparagraph 17(f) if this agreement is not for a stated term specified in paragraph G of this agreement.

22. (b) ***Eligible Facilities.*** "Eligible Facilities" are hereby defined as only those DEALERSHIP FACILITIES which are listed in the Dealership Facilities Supplement in effect at the time of such nonrenewal or termination, are approved by the Company pursuant to paragraph 5, are owned or leased by the Dealer and are being used by the Dealer solely for fulfilling his responsibilities under this agreement (or under this agreement and one or more other vehicle sales agreements with the Company which are not renewed or are terminated by the Company at the same time as this agreement) at the time the Dealer received notice of such nonrenewal or termination.

22. (c) ***Company's Obligation.*** Subject to the provisions of subparagraph 22(d) hereof, if neither the Dealer nor the Company can arrange with a third party within ninety (90) days after the effective date of such termination or nonrenewal:

(1) In the case of Eligible Facilities which are owned by the Dealer, either a lease for one year commencing within such ninety (90) days at fair rental value or a sale within such ninety (90) days at fair market value; or

(2) In the case of Eligible Facilities which are leased by the Dealer, either an assignment of lease, or a sublease for one year (or for the balance of the term of the Dealer's lease if that is shorter) commencing within such ninety (90) days at the Dealer's rental rate (or, if the facilities are owned by an affiliate of the Dealer at fair rental value, if that is different);

the Company shall offer either to make monthly payments to the Dealer, commencing with the ninety-first day, pursuant to subparagraph 22(e) hereof, or to make a lump sum payment to the Dealer pursuant to said subparagraph 22(e), or to accept for itself on the ninety-first day such a lease or sale from the Dealer-owner or such an assignment or sublease from the Dealer-lessee.

For the purpose of this subparagraph 22(c), fair market or fair rental value shall mean value based on the use of the facilities in the conduct of DEALERSHIP OPERATIONS. In the event the Dealer and the Company are unable to agree on the fair market or rental value of any Eligible Facilities, such value shall be determined by an independent real estate appraiser selected by the Dealer and the Company.

22. (d) ***Limitations on Company's Obligation.*** The Company's obligation with respect to any Eligible Facilities shall be limited to those expressly set forth in this paragraph 22. The Company shall be released from all obligations with respect to any Eligible Facilities if (1) the Dealer fails to give the Company, within thirty (30) days after the Company shall have sent him a tender of benefits as provided in paragraph 23, a written request for assistance pursuant to this paragraph 22, accompanied by a written representation by the Dealer that the Dealer

22. *DEALERSHIP FACILITIES ASSISTANCE UPON NONRENEWAL OR CERTAIN TERMINATIONS BY THE COMPANY (Continued)*

and each owner named in subparagraph F(i) is, for a period of at least one (1) year, retiring from the business of selling new and used passenger cars and trucks in the general area of the DEALER'S LOCALITY, (2) the Dealer fails to make diligent efforts to obtain from third parties an offer to purchase, lease, sublease or take an assignment of lease described in subparagraph 22(c), or refuses, or within a reasonable time fails to accept, such an offer from a third party; (3) the Dealer does not accept any offer with respect to Eligible Facilities made by the Company in accordance with subparagraph 22(c) within thirty (30) days after receiving it, (4) the Dealer or anyone else occupies such facilities for any purpose for a period of more than ninety (90) days following the effective date of such termination or nonrenewal, or (5) the Company arranges a cancellation of the lease of any leased facilities without cost to the Dealer or the Dealer fails or refuses to execute an agreement covering such cancellation.

22. (e) ***Satisfaction of Company's Obligation.*** The Company may satisfy all of its obligations under this paragraph 22 with respect to any Eligible Facilities by paying to the Dealer (1) if the facilities are owned by the Dealer, the difference, each month for twelve months (or until facilities are sold if that is earlier), between any lesser rentals received by the Dealer for such facilities for such month and the fair rental value of such facilities for such month, or (2) if the facilities are leased by the Dealer, the difference, each month for twelve months (or until the expiration of the lease if that is earlier) between any lesser rentals received by the Dealer for such facilities for such month and the rental paid by the Dealer (or, if the facilities are owned by an affiliate of the Dealer, the fair rental value if that is different) for such facilities for such month, or (3) at the election of the Company, a lump sum equal to the total payments contemplated in items (1) or (2) of this subparagraph 22(e), or such lesser sum as may be agreed upon between the Dealer and the Company, or by paying any lease cancellation cost negotiated by the Dealer or the Company not to exceed the total of the Company's obligations under subparagraphs 22(c) and 22(e).

TERMINATION BENEFITS FULL COMPENSATION; GENERAL RELEASE

23. In the event of termination or nonrenewal of this agreement by the Company, the Company, within thirty (30) days after the effective date thereof, shall submit to the Dealer (1) a written tender of the benefits provided for in paragraph 21 (and in paragraph 22 where applicable) and (2) a form for the Dealer to use to elect either to reject all of such benefits or to accept one or more of them as full and complete compensation for such nonrenewal or termination. The Dealer shall have thirty (30) days after receipt of such form to return the same to the Company evidencing his election. If the Dealer fails to return the form stating such election within such thirty (30) days, the Dealer shall be deemed to have elected to accept such benefits. Upon the Dealer's election to accept any of such benefits, or upon the Dealer's demand of any such benefits upon any termination or nonrenewal by the Dealer, the Company shall be released from any and all other liability to the Dealer with respect to all relationships and actions between the Dealer and the Company, however claimed to arise, except any liability that the Company may have under subparagraph 19(f) and said paragraphs 21 and 22, and except for such amounts as the Company may have agreed in writing to pay to the Dealer. Simultaneously with the receipt of any benefits so elected or demanded, the Dealer shall execute and deliver to the Company a general release with exceptions as above described, satisfactory to the Company.

DISPOSITION OF THE DEALER'S ASSETS

24. (a) *Company Right to Approve Change in Ownership.*

(1) In view of the nature, purposes and objectives of the Company's Dealer Sales and Service Agreements, and the differences in operating requirements among dealerships of differing sizes and types of markets, the Company expressly reserves the right to select the dealers with whom it will enter into such agreements so as to maintain as high quality a dealer organization as possible.

(2) In the event this agreement is terminated or not renewed by either party or if the Dealer plans to terminate or not renew this agreement, the Company acknowledges that the Dealer has the right to negotiate for the sale of the assets of the Dealer as such price as may be agreed upon by the Dealer and the prospective purchaser. In turn, the Dealer acknowledges that the Company has the right to approve or decline to approve any prospective purchaser as to his character, automotive experience, management, capital and other qualifications for appointment as an authorized dealer in COMPANY PRODUCTS for the DEALERSHIP OPERATIONS involved. Approval by the Company of the prospective purchaser shall not, however, be unreasonably withheld. If, in the opinion of the Company, the price to be paid for such assets appears, on the basis of the average operating results of other dealers, to result in an unsatisfactory return on investment so that such prospective purchaser (1) may not remain as a dealer, or (2) may be impelled to sell COMPANY PRODUCTS at high noncompetitive prices with a probable reduction in sales volume, the Company may, without liability to the Dealer, counsel with such prospective purchaser regarding such opinions.

24. (b) *Company Right of First Refusal to Purchase.*

(1) In the event the Dealer proposes a change in the ownership of 51 percent or more of the stock or transfer by sale or otherwise of the dealership business or its principal assets to any person or entity conditioned upon the Company entering into a Sales and Service Agreement with that person or entity, the Company shall have a Right of First Refusal to Purchase the stock or assets on the same terms and conditions offered or agreed to with such person, regardless of whether the proposed buyer is qualified to be a dealer.

(2) To exercise its Right of First Refusal, the Company must notify the Dealer in writing within thirty days of its receipt of the completed proposal for the proposed sale or transfer.

(3) Upon the Company's request the Dealer shall provide all documents relating to the transfer. The Company shall have the right to inspect the assets, including real estate, before exercising its Right of First Refusal.

(4) The Company's Right of First Refusal under this subparagraph 24(b) may be assigned to any third party ("Assignee"). If there is an assignment, Company will guarantee full payment of the purchase price by the Assignee. The Company shall have the opportunity to discuss the terms of the buy-sell agreement with any potential Assignee, as long as such information is treated confidentially.

DISPOSITION OF THE DEALER'S ASSETS (Continued)

(5) The Company's rights hereunder are binding on and enforceable against any successor in interest of the Dealer or purchaser of the Dealer's assets. When the proposed change of ownership involves a transfer by the Dealer solely to a member or members of his or her immediate family, or to a qualifying member of Dealer management, the Company's Right of First Refusal will not apply. An "immediate family member" shall be the spouse, child, grandchild, spouse of a child or grandchild, brother, sister or parent of the Dealer owner or his or her spouse. A "qualifying member of the Dealer's management" shall be an individual who has been employed by the Dealer in the dealership for at least four years and is otherwise qualified as a dealer operator.

(6) The Company agrees to pay the reasonable expenses, including attorney's fees which do not exceed the usual, customary, and reasonable fees charged for similar work done for other clients, incurred by the proposed new owners and transferee prior to the Company's exercise of its Right of First Refusal in negotiating and implementing the contract for the proposed sale or transfer of the Dealer or Dealer's assets.

(7) Notwithstanding the foregoing, no payment of such expenses and attorney's fees shall be required if the Dealer has not submitted or caused to be submitted an accounting of those expenses within thirty days of the Dealer's receipt of the Company's written request for such an accounting. Such accounting may be requested before the exercise by the Company of its Right of First Refusal.

NEW AGREEMENT

25. The termination or nonrenewal of this agreement by the Company in connection with the offer by the Company of a new sales and service agreement for one or more COMPANY PRODUCTS to the Dealer or the Dealer's successor in interest shall not give rise to the rights and obligations provided in paragraphs 19, 21 and 22 with respect to the COMPANY PRODUCTS included in such new agreement, unless otherwise specified by the Company in writing.

ACKNOWLEDGEMENTS

26. This agreement terminates and supersedes all other agreements concerning the DEALERSHIP OPERATIONS and constitutes the entire agreement between the parties with respect to the subject matter hereof. Each party acknowledges that, except as expressly set forth herein, no representation, understanding or presumption of law or fact has been made or relied upon (1) which has induced the execution of this agreement or would in any way modify any of its provisions, or (2) with respect to the effectiveness or duration of this agreement or the sales or profit expectancy of the DEALERSHIP OPERATIONS. The Dealer further acknowledges that he has voluntarily entered into this agreement without coercion or intimidation or threats thereof from the Company, and that each of its provisions is reasonable, fair and equitable.

NO IMPLIED WAIVERS

27. Except as expressly provided in this agreement, the waiver by either party, or the failure by either party to claim a breach, of any provision of this agreement shall not constitute a waiver of any subsequent breach, or affect in any way the effectiveness, of such provision.

RELATIONS AFTER TERMINATION NOT A RENEWAL

28. In the event that, after termination or nonrenewal of this agreement, either party has any business relations with the other party with respect to any COMPANY PRODUCT, such relations shall not constitute either a renewal of this agreement or a waiver of such termination or nonrenewal, but all such relations shall be governed by terms identical with the provisions of this agreement unless the parties execute a new and different agreement.

LIMITATION OF THE COMPANY'S LIABILITY

29. This agreement contemplates that all investments by or in the Dealer shall be made, and the Dealer shall purchase and resell COMPANY PRODUCTS, in conformity with the provisions hereof, but otherwise in the discretion of the Dealer and the Dealer's owners. Except as herein specified, nothing herein contained shall impose any liability on the Company in connection with the DEALERSHIP OPERATIONS or otherwise or for any expenditure made or incurred by the Dealer in preparation for performance or in performance of the Dealer's responsibilities under this agreement.

NOTICES

30. Any notice required or permitted by this agreement, or given in connection herewith, shall be in writing and shall be given by personal delivery or by first-class or certified or registered mail, postage prepaid. Notices to the Company shall be delivered to or addressed to the District Sales Manager of the area in which the Dealer is located except notices given by the Dealer either to the Policy Board or pursuant to the Arbitration Plan. Notices to the Dealer shall be delivered to any person designated in paragraph F(ii) of this agreement or directed to the Dealer at the Dealer's principal place of business as decribed herein.

AMENDMENT

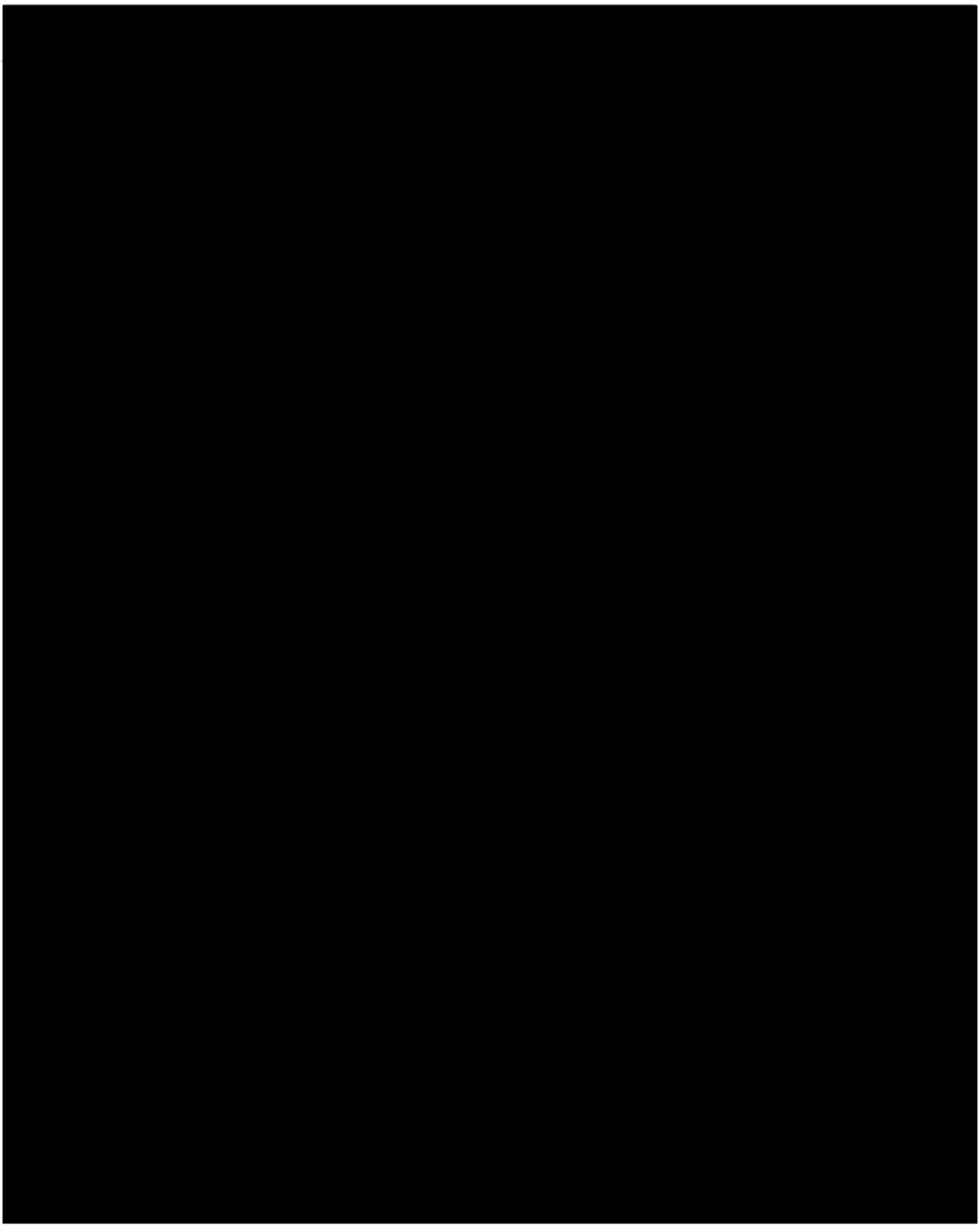
31. Notwithstanding anything in this agreement to the contrary, the Company shall have the right to amend, modify or change this agreement in case of legislation, government regulation or changes in circumstances beyond the control of the Company that might affect materially the relationship between the Company and the Dealer.

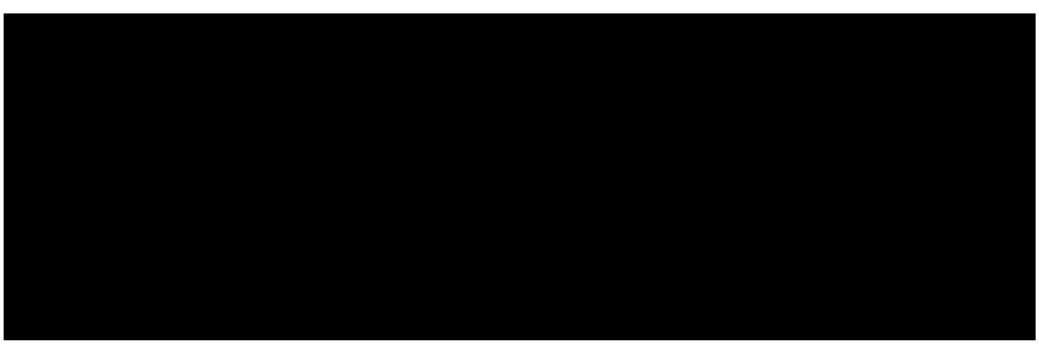
MICHIGAN AGREEMENT

32. This agreement has been signed by the Dealer and sent to the Company in Michigan for final approval and execution and has there been signed and delivered on behalf of the Company. The parties intend this agreement to be executed as a Michigan Agreement and to be construed in accordance with the laws of the State of Michigan.

CONFLICT WITH STATUTE

33. If performance under this agreement is illegal under a valid law of any jurisdiction where such performance is to take place, the performance will be modified to the minimum extent necessary to comply with any such law as was effective on the date of execution of this agreement.





IN THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY FLORIDA
CIVIL DIVISION

[redacted]	) Case No.:
[redacted]	)
Plaintiff,	) COMPLAINT AND JURY DEMAND
vs.	)
FORD MOTOR COMPANY,	)
Defendant	)
	)
	)
	)
	)

INTRODUCTION

The Plaintiffs, [redacted] INC. (Hereinafter " PLAINTIFF"), through CONSUMER LITIGATION OFFICE and the undersigned counsel, files this complaint and sues defendant FORD MOTOR COMPANY. (Hereinafter MANUFACTURER) for violations of the Magnuson Moss Warranty Act 15 U.S.C 2301 et al. for defects associated with a 2006 FORD F-250 VIN 1FTSX2[redacted]1Y36E[redacted] (hereinafter "VEHICLE") warranted by the MANUFACTURER PURCHASED from MCCOTTER FORD INC. a sales and service agent of the MANUFACTURER.

JURISDICTION AND PARTIES

1. PLAINTIFF is a resident of the city TITUSVILLE, BREVARD County, Florida.

2. MANUFACTURER is a Foreign Corporation authorized to do business in the State of Florida and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in BREVARD, County Florida.

3. The property that is the subject of this litigation is located in city of TITUSVILLE, BREVARD County, Florida and the actions giving rise to the breach of warranty claim occurred in BREVARD County Florida.

4. The amount in controversy **DOES** exceed FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.

FACTS COMMON TO ALL COUNTS

5. On or about SEPTEMBER 23, 2005 PLAINTIFF purchased the VEHICLE from the MANUFACTURE'S seller/ agent McCotter Ford Inc. (See EX. A).

6. Along with the PURCHASE of the VEHICLE, PLAINTIFF received written warranties and other express and implied warranties from the MANUFACTURER. (Manufacturer's written warranty is incorporated by reference and in the possession of the manufacturer.).

A. Specifically, PLAINTIFF received the MANUFACTURER'S 3-YEAR 36,000 MILE BUMPER TO BUMPER WRITTEN WARRANTY. Warranting that the vehicle would be free from defects in materials or workmanship.

B. Further, pursuant to FLA. STAT. 672.314 PLAINTIFF received an implied warranty that the product would be for its ordinary purpose.

C. Due to the severe and dangerous defects with the VEHICLE PLAINTIFFS' faith in the VEHICLE has been shaken and irreparably harmed.

7. PLAINTIFF has taken the VEHICLE to the MANUFACTURER'S seller/ agent on at least Three (3) separate occasions. (See EX C).

A. Further, PLAINTIFF has given notice to the manufacturer prior to filing suit.

8. By way of example, and not by way of limitation, the defects with PLAINTIFF'S VEHICLE include the following:

DATE	DAYS OUT OF SERVICE	MILEAGE	DEFECT
05-05-2006	5 DAYS	4762	**SUSPENSION DEFECT:** VEHICLE VIOLENTLY SHAKES ALMOST TO THE POINT OF LOOSING CONTROL.
07-05-2006	15 DAYS	7672	**SUSPENSION DEFECT:** VEHICLE VIOLENTLY SHAKES ALMOST TO THE POINT OF LOOSING CONTROL.
03-14-2007	1 DAY	9736	**SUSPENSION DEFECT:** VEHICLE VIOLENTLY SHAKES ALMOST TO THE POINT OF LOOSING CONTROL

9. The EXPRESS and IMPLIED warranties given as part of the PURCHASE have failed their essential purpose due to the MANUFACTURER'S failure to remedy the defects of the VEHICLE and/or failure to conform the vehicle to the written and implied warranties within a reasonable period of time and/or reasonable number of attempts.

A. Further, the above failure to conform the product to the written and implied warranties is tantamount to a refusal to honor the written and implied warranties.

B. Finally, the above referenced severe and dangerous defects have shaken the PLAINTIFF faith and confidence in the VEHICLE irreparably.

ALLEGATIONS OF APPARENT AGENCY

10. Upon information and belief MANUFACTURER made representations that the DEALER had authority to act as the MANUFACTURER'S agent by allowing it or requiring it to:

(a) Call itself "authorized dealer,"

(b) Display MANUFACTURER logo and other MANUFACTURER materials in its showrooms and on salesperson's business cards.

(c) Receive technical bulletins detailing potential car problems from MANUFACTURER;

(d) Train its technicians with MANUFACTURER;

(e) Use only MANUFACTURER-trained technicians to repair and maintain cars under MANUFACTURER warranties;

(f) Create an impression that DEALER sells cars for MANUFACTURER;

i. MANUFACTURER engages in extensive advertising which includes television, print media, billboards, radio and internet all directed at consumers such as the PLAINTIFF directing consumers such as the PLAINTIFF to the dealer to complete the purchase.

ii. MANUFACTURER also advertises "sales" events and rebates that have a direct effect on the ultimate sales price and can only be had if a consumer such as the PLAINTIFF goes to a authorized dealer.

iii. MANUFACTURER, through its website allows a consumer to "build a vehicle" to his/her specifications, locate

such vehicle and appropriate dealers and allows consumers such as the PLAINTIFF to apply for vehicle financing.

(g) Holding it out as the seller of cars and provider of car repair services without informing its patrons that DEALER, whom MANUFACTURER considers to be a non-agent, provides the seller of the goods.

(h) Requiring the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

(i) Requiring the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

11. PLAINTIFF reasonably concluded that DEALER was an agent of MANUFACTURER, in that PLAINTIFF thought that the transaction took place between PLAINTIFF and MANUFACTURER.

(a) Based on this reliance the PLAINTIFF purchased the VEHICLE from the MANUFACTURER thus undertaking a large financial expenditure.

12. PLAINTIFF'S reliance was justified, and PLAINTIFF suffered harm as a result of the actions or inactions of DEALER as an agent of MANUFACTURER.

FACTS ALLEGING ACTUAL AGENCY RELATIONSHIP BETWEEN MANUFACTURER AND DEALER

13. Upon information and belief pursuant to the Franchise agreement, Accounting procedures manual, and the service procedures manual as well as additional addendum referred to in these documents between DEALER and MANUFACTURER the MANUFACTURER has acknowledged the dealership will act for him, Further, the agent Dealership has accepted the undertaking by agreeing to the contractual agreement (See Ex:C which upon information and belief represents a typical dealer agreement between MANUFACTURER and its Dealerships:

MANUFACTURER exercises control over DEALER with respect to:

(a) Reporting of sales;

(b) Computer network connection with MANUFACTURER;

(c) Training of DEALER'S sales and technical personnel;

(d) Use of the MANUFACTURER-supplied computer software;

(e) Participation in MANUFACTURER training programs;

(f) Other areas, as enumerated in the franchise agreement;

(g) Reporting to MANUFACTURER with respect to the car delivery, including reporting PLAINTIFF'S name, address, preferred title, primary and business phone numbers, e-mail address, car's VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, car's odometer reading, extended service contract sale designation, if any, MANUFACTURER contact language preference, and names of delivering dealership employees; and

(h) Displaying MANUFACTURER logos upon signs, literature, products, and brochures within the dealership.

14. DEALER binds MANUFACTURER with respect to:

(a) Warranty repairs on the cars DEALER sells; and

(b) Issuing service contracts administered by MANUFACTURER.

15. MANUFACTURER further exercises control over DEALER with respect to:

(a) Financial incentives given to DEALER'S employees;

(b) Prizes given to DEALER'S employees;

(c) Number of bathrooms DEALER must make available to the public;

(d) Location of DEALER;

(e) Size and number of DEALER'S logos bearing MANUFACTURER name;

(f) Testing and certification of the sales and service personnel in MANUFACTURER policies and procedures; and

(g) Customer satisfaction surveys, pursuant to which MANUFACTURER allocates the number of cars to DEALER, thus directly controlling DEALER'S profits.

16. DEALER is not an independent merchant who buys cars from MANUFACTURER and resells them to third parties; rather, DEALER sells cars on MANUFACTURER behalf, pursuant to a "floor plan," and MANUFACTURER does not receive payment for its cars until DEALER sells them.

17. DEALER bears MANUFACTURER brand name, uses its logo in advertising and on its warranty repair orders, posts its sign for the public to see, and enjoys a franchise to sell MANUFACTURER products, including the subject car.

18. MANUFACTURER required DEALER to follow the rules and policies of MANUFACTURER in conducting all aspects of its business, including the delivery of the MANUFACTURER warranties described above, and the servicing of defective cars, such as PLAINTIFF'S car.

19. MANUFACTURER required DEALER to post MANUFACTURER name, logo, and signs at DEALER, including its service department, and to identify itself to the public as an authorized dealer and servicing outlet for MANUFACTURER cars.

20. MANUFACTURER required DEALER to use service and repair forms that contained MANUFACTURER name and logo.

21. MANUFACTURER required DEALER to perform MANUFACTURER warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by MANUFACTURER.

22. MANUFACTURER required DEALER to use parts and tools either provided by MANUFACTURER, or approved by MANUFACTURER, and to inform MANUFACTURER when DEALER discovered that unauthorized parts had been installed on one of MANUFACTURER cars.

23. MANUFACTURER required DEALER'S service and repair employees to be trained by MANUFACTURER in the methods of repair of MANUFACTURER cars.

24. MANUFACTURER audited DEALER'S service department and directly contacted the customers of DEALER to determine their level of satisfaction with the repair services provided by DEALER.

25. MANUFACTURER required DEALER to provide it with monthly statements and records pertaining, in part, to DEALER'S servicing of MANUFACTURER cars.

26. MANUFACTURER reserved the right at all times to enter upon DEALER'S business premises and to audit the records and operations of DEALER'S service department.

27. MANUFACTURER provided DEALER with, or required it to obtain, computer programs that would display the repair and title history of MANUFACTURER cars.

28. MANUFACTURER provided technical service bulletins and messages to DEALER detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

29. MANUFACTURER provided DEALER with specially trained service and repair consultants with whom DEALER was required by MANUFACTURER to consult when DEALER was unable to correct a defect on its own.

30. MANUFACTURER required its customers to go to DEALER or other authorized dealers to obtain servicing under its warranties.

31. MANUFACTURER required DEALER to consult with MANUFACTURER before voiding a consumer warranty or making a decision to decline a warranty repair.

32. DEALER was required to notify MANUFACTURER whenever a car was sold or put into warranty service.

33. MANUFACTURER required, in its owner manual, furnished to PLAINTIFF by DEALER, that any questions first be referred to DEALER, not MANUFACTURER, and that if warranty service is required, the car should be taken to DEALER or other authorized MANUFACTURER dealer.

34. MANUFACTURER retains the ability to control its dealerships because MANUFACTURER'S profitability and very existence is reliant upon the DEALER/AGENT selling MANUFACTURER'S vehicles and related products.

COUNT I

VIOLATION OF MAGNUSON MOSS

WARRANTY ACT EXPRESS WARRANTY

34. PLAINTIFF incorporates paragraphs 1-9 as though fully restated and realleged.

35. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

36. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

37. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

38. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

39. The express warranty given by the MANUFACTURER pertaining to the VEHICLE is a "written warranty" as defined in the Warranty Act, 15 U.S.C. 2301(6).

40. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, and/or failure to conform the vehicle to the written and implied warranties within a reasonable period of time and/or reasonable number of attempts etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the MANUFACTURER under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of VEHICLE as promised and as actually delivered;

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310 (d)(2)

D. Such other relief this Court deems appropriate.

COUNT II

VIOLATION OF MAGNUSON MOSS WARRANTY ACT IMPLIED WARRANTY

41. PLAINTIFF incorporates paragraphs 1-34 as though herein fully restated and realleged.

42. PLAINTIFF is a "consumer" as defined in the ACT 15 U.S.C. 2301(3).

43. The MANUFACTURER is a "supplier" and "warrantor" as defined by the ACT, 15 U.S.C. 2301(4) and (5).

44. The VEHICLE is a "consumer product" as defined in the ACT, 15 U.S.C. 2301(1).

45. The VEHICLE was manufactured, sold and purchased after July 4, 1975.

46. The MANUFACTURER supplied the PLAINTIFF with an implied warranty as defined in 15 U.S.C. 2301(7).

47. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the implied warranty, and/or failure to conform the vehicle to the written and implied warranties within a reasonable period of time and/or reasonable number of attempts etc constitute a breach of warranty by the MANUFACTURER because the vehicle is not fit for its ordinary purpose under the ACT, 15 U.S.C. 2310(d)(1) and (2).

WHEREFORE, PLAINTIFF prays for judgment against MANUFACTURER:

A. For the difference in value of the VEHICLE as promised and as actually delivered

B. For consequential, incidental and actual damages;

C. For costs, interest and actual attorneys' fees; pursuant to 15 U.S.C 2310(d)(2).

D. Such other relief this Court deems appropriate.

COUNT III

REVOCATION OF ACCEPTANCE

MANUFACTURER

48. PLAINTIFF incorporates paragraphs 1-34 as though fully restated and realleged.

49. Plaintiff accepted the VEHICLE without discovering the above defects because Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

50. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

51. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

52. The nonconformities substantially impaired the value of the VEHICLE to the Plaintiff.

53. Plaintiff had previously notified Manufacturer of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to Fla. Stat. 672.101 et seq and demanded the refund of the purchase price for the VEHICLE and out-of-pocket expenses.

54. Manufacturer and Seller have nevertheless refused to accept return of the VEHICLE and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendant, MANUFACTURER:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the VEHICLE;

C. To cancel the Plaintiff's Retail Installment Contract and payoff the balance on the contract;

D. For incidental, consequential and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. For such other relief this Court deems appropriate.

JURY DEMAND

48. PLAINTIFF hereby demands trial by jury on Counts I and II.

[redacted]

CONSUMER LITIGATION OFFICE
KURT D MITCHELL J.D.
FLA. BAR NO.: 12860
PO BOX 546
ELLENTON FL 34222
PH: 941-722-9387
FAX: 941 803- 8437

McCotter Ford, Inc.

3000 Cheney Highway
TITUSVILLE, FLORIDA 32780
PHONE: 267-2112

23 SEP 05

A/C # 56232

TELEPHONE	D.L. LICENSE NO.	STATE	DATE OF BIRTH
BUS			

BUYER'S NAME [redacted]

STREET ADDRESS [redacted]

CITY AND STATE TITUSVILLE, BREVARD, FL [redacted]

I hereby buy from you subject to all terms, conditions, and agreements contained herein.

NEW ☒ DEMO ☐ USED ☐ STOCK NO [redacted]

YEAR	MAKE	MODEL OR SERIES	BODY TYPE	COLOR	MILEAGE	MVI OR SERIAL NO
006	FORD	F250 PICKUP	PU	DARK TORE	5	1FTSX21Y36E [redacted]

EQUIPMENT	ADDITIONAL OPTIONS		
		LIST PRICE	31270.30
		ADDED OPTION	N/A
		TOTAL CAR:	31270.30
	This [illegible] is pending financial institution (bank, sales finance company, credit union, etc.) approval. This selling motor vehicle dealership does not EXTEND MONEY OR ACCEPT MONTHLY PAYMENTS. If financial institution approval is not obtained, customer will return vehicle to dealership immediately.	DEDUCT TRADE ALLOWANCE AND DISCOUNTS:	N.A.
		DIFFERENCE:	31270.30
		TIRE & BATTERY TAX	8.50
	Acknowledgement of Conditional Sales Contract	Delivery charge represents costs and profit to the Seller/Dealer for items such as inspecting, cleaning, and adjusting new and used vehicles and preparing documents related to the sale.	389 74
		SUB TOTAL	31666.54
		STATE LOCAL TAX	1859.99
		FL LEMON LAW FEE	2.00
		TITLE-LICENSE FEE	80.00
		BALANCE DUE	33548.53
		ADD PAYOFF DUE	N.A.
		LESS DOWN PAYMENT	500.00
		LESS CASH ON DELIVERY	N.A.
		REBATE	1800.00
		BALANCE FINANCED	31348.53

1. **Verification And Description Of Trade-In Vehicle**
As part of the purchase price I hereby sell and assign all of my right, title and interest to the following described vehicle(s) which is free of any 1st or 2nd lien or encumbrance whatsoever except as stated below and I further represent and acknowledge that I am the sole and record title owner and that the payoff amount reflected below is accurate and correct. I also understand that payoff quotes are sometimes approximate and I agree to reimburse dealership immediately for any difference in payoff.
I also represent my title as being a clean title, it is not a salvage, rebuilt or flood, etc. Title. I understand that a title description other than clean will lower the value of my trade-in and I will reimburse dealership immediately for any difference in value.
I also represent that my trade-in has never been in a collision accident or had any collision repair work done to it since it has been in my ownership other than what is stated below.

Statement of collision accident or collision repair work. Repair $ amount.
2. All Rebates and Incentives to be determined by manufacturer at time of delivery.
3. All funds collected as a deposit for a vehicle purchase are non-refundable.

Purchaser's signature

YEAR	MAKE	MODEL	TYPE	COLOR
I. SERIAL NO.			MILEAGE	
AYOFF OWED TO		AMOUNT	QUOTED BY	GOOD TILL
DDRESS				

EXTENDED SERVICE PLAN (INCLUDING TAXES)	N.A.
ADDITIONAL OPTIONS (INCLUDING TAXES)	
TOTAL CK# 2449	31348.53

Purchaser agrees that this Order includes all the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.**

We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize [redacted] le of this vehicle.

09/23/2005

PURCHASER'S SIGNATURE [redacted] BROADBENT DATE

ACCEPTED BY McCOTTER FORD, INC. SALESMAN

(NAME & TITLE)

A04314

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	
1FTSX21Y36E[redacted]	2006	FORD		TK	6248		[redacted]

REGISTERED OWNER

[redacted]

TITUSVILLE FL [redacted]

DATE OF ISSUE

09/30/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

_____

TITLE DATE

MAIL TO:

[redacted]

TITUSVILLE FL [redacted]

[redacted]

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1F/TSX21Y36E[redacted]	2006	FORD		TK	6248		[redacted]

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N	RED				PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
5 MILES 09/23/2005 ACTUAL			09/30/2005

REGISTERED OWNER

[redacted]

TITUSVILLE FL [redacted]

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

_____

TITLE DATE

1ST LIENHOLDER

NONE

[redacted]

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

[redacted]

[redacted] Control Numb [redacted]

CARL A. FORD
DIRECTOR

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to

Purchaser _____ Address _____

Selling Price: $ _____ Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads [ ][ ][ ][ ][ ][ ][xx] (no tenths)

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION / DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser _____ Printed Name of Purchaser _____

Signature of Co-Purchaser _____ Printed Name of Co-Purchaser _____

Signature of Seller _____ Printed Name of Seller _____

Signature of Co-Seller _____ Printed Name of Co-Seller _____

(When Applicable)

Selling Dealer's License Number _____ Tax No. _____ Tax Collected. $ _____

Auction Name _____ License Number _____

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

EXHIBIT B

[redacted]

[redacted]

INVOICE

McCOTTER FORD, INC.

3000 Cheney Hwy. P.O. Box 5729
Titusville, FL 32783-5729
(321) 267-2112 (800) 940-2113
HOURS: 7:30 A.M. - 6:00 P.M. MONDAY - FRIDAY
PARTS & SERVICE NOW OPEN
SATURDAYS 7:30 A.M. - 3:30 P.M.
24 HOUR TOWING SERVICE

P & A CODE: 04944

TITUSVILLE, FL[redacted]
HOME: BUS[redacted]

PAGE 1

SERVICE ADVISOR: 828 ALEX SLIMENT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
DARK TOREA	06	FORD F250 PICKUP	1FTSX21Y36E[redacted]		4762/4802	T3072

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP05 IS	05SEP05		16:36 10MAY06			CASH	10MAY06

R.O. OPENED	READY	OPTIONS: STK:[redacted] DLR:24-515
07:42 05MAY06	11:52 10MAY06	ENG:G.8L EFI V-10 ENGINE TRN:5 SPEED AUTOMATIC TRANS

LINE OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A CUSTOMER STATES THE TRUCK SHAKES TO THE POINT OF ALMOST LOOSING CONTROL IF DRIVEN OVER UNEVEN PAVEMENT AT 50MPH +							
W94 WARANTY REPAIR NO CHARGE TO CUSTOMER SEE TECH STORY							
		865	W94				(N/C)
,,,,4802 42 STEERING WHEEL SHAKES 052201A 2.2 TSB 05-22-01 PERFORM INSPECTION AND ADJUST MESHLOAD							
**********							
B PERFORM MULTI-POINT INSPECTION							
99P PERFORM MULTI-POINT INSPECTION							
		865	CF			0.00	0.00
**********							
C** PERFORM ALIGNMENT PER TSB							
CAUSE:							
W94 SUBLET WARRANTY REPAIR/ALIGNMENT PER TSB							
		99	W94				(N/C)
FC: PART#: COUNT:							
CLAIM TYPE:							
AUTH CODE:							
1234							
**********							

CONCERN:	CONCERN:	CONCERN:
CODE	CODE	CODE
COMMENTS	COMMENTS	COMMENTS

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIMS	PARTS SCRAP OUT	CROSS REFERENCE #

$ PARTS $ LABOR $ TOTAL

PROGRAM CODE	AUTHORIZATION NUMBER	COMMITMENT NUMBER	AUTHORIZED SIG & DATE
			X

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

(SIGNED) DEALER GENERAL MANAGER OR HIS AUTHORIZED PERSON (DATE)

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC	TOTAL LABOR	TOTAL PARTS	TOTAL CLAIM

"I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY BY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY INSPECTION."

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

P & A CODE: 04944

CUSTOMER SIGNATURE

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

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

PAGE 1

McCOTTER FORD, INC.

3000 Cheney Hwy. P.O. Box 5729
Titusville, FL 32783-5729
(321) 267-2112 (800) 940-2113
HOURS: 7:30 A.M. - 5:00 P.M. MONDAY - FRIDAY
PARTS & SERVICE NOW OPEN
SATURDAYS 7:30 A.M. - 3:30 P.M.
24 HOUR TOWING SERVICE
P & A CODE: 04944

TITUSVILLE, FL [redacted]
HOME: BUS [redacted]

SERVICE ADVISOR: 828 ALEX SLIMENT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
DARK TOREA	06	FORD F250 PICKUP	1FTSX21Y36E[redacted]		7672/7679	T3637

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP05 IS	05SEP05		17:00 05JUL06			CASH	20JUL06

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:24-515
08:55 05JUL06	11:08 20JUL06	ENG:6.8L EFI V-10 ENGINE TRN:5 SPEED AUTOMATIC TRANS

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES WHEN DRIVING OVER UNEVEN PAVEMENT AT HIGHWAY SPEEDS THE TRUCK BECOMES UNCONTROBALE			
CAUSE: 7679 42 STEERING VIBRATION OVER UNEVEN PAVEMENT W LOWER CASTER ON BOTH SIDE INSTALL CAMBER PLUGS RESET CASTER AND CAMBER ON BOTH SIDES SET			
3001A1T CASTER, CAMBER AND TOE-IN - CORRECT (FRONT/3B440) - L			(N/C)
805 W94			(N/C)
2 5C3Z*3B440*EEE ADJUSTER ASY			
3001A CASTER, CAMBER, TOE-IN - CHECK - L			(N/C)
805 W94			
FC: C50 42			
PART#: 5C3Z*3B440*EEE			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
6967			
,,,,7679 42 STEERING VIBRATION OVER UNEVEN PAVEMENT W LOWER CASTER ON			
,,,,BOTH SIDE INSTALL CAMBER PLUGS RESET CASTER AND CAMBER ON BOTH SIDES			
,,,,SET TOE LOWER CASTER 1.0 LOWER ON BOTH SIDES			
**********			
B PERFORM MULTI-POINT INSPECTION			
99P PERFORM MULTI-POINT INSPECTION		0.00	0.00
805 CF			
**********			
C** LUBE OIL & FILTER			
LOF LUBE OIL & FILTER		9.00	9.00
875 CF			
1 820 OIL FILTER AND OIL	15.95	15.95	15.95
HAZ HAZARDOUS WASTE CHARGE		1.50	1.50
875 CH			

CONCERN: **********	CONCERN: **********	CONCERN: **********
CODE	CODE	CODE
COMMENTS	COMMENTS	COMMENTS

(CHECK (✓) APPROPRIATE BOX)

[ ] CLAIMS REVIEW [ ] AUTHORIZATION TO RUN W/ CLAIMS [ ] PARTS RETAIL OUT

CROSS REFERENCE #

$ PARTS $ LABOR $ TOTAL

PROGRAM CODE	AUTHORIZATION NUMBER	COMMITMENT NUMBER	AUTHORIZED SIG & DATE
			x

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

(SIGNED) DEALER GENERAL MANAGER OR HIS AUTHORIZED PERSON (DATE)

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS ACC.	TOTAL LABOR	TOTAL PARTS	TOTAL CLAIM

"I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY BY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY INSPECTION."

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

P & A CODE: 04944

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	10.50
PARTS AMOUNT	15.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	26.45
LESS INSURANCE	0.00
SALES TAX	1.59
PLEASE PAY THIS AMOUNT	28.04

J#1590

CUSTOMER COPY

[redacted]

[redacted]

[redacted]

TITUSVILLE, FL [redacted]
HOME: [redacted] BUS [redacted]

INVOICE

PAGE 1

McCOTTER FORD, INC.

3000 Cheney Hwy, P.O. Box 5729
Titusville, FL 32783-5729
(321) 267-2112 (800) 940-2113
HOURS: 7:30 A.M. - 6:00 P.M. MONDAY - FRIDAY
PARTS & SERVICE NOW OPEN
SATURDAYS 7:30 A.M. - 3:30 P.M.
24 HOUR TOWING SERVICE

P & A CODE: 04944

SERVICE ADVISOR: 828 ALEX SLIMENT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
DARK TOREA	06	FORD F250 PICKUP	1FTSX21Y36E[redacted]		9736/9736	T3979

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23SEP05	I$0 5SEP05		13:18 21MAR07			CASH	15MAR07

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR: 24-515
10:19 14MAR07	17:25 15MAR07	ENG: 6.8L EFI V-10 ENGINE TRN: 5 SPEED AUTOMATIC TRANS

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUSTOMER STATES THE STEERING SHAKES WHEN DRIVING OVER UNEVEN PAVEMENT						
	M1 FORD ENGINEER PERFORMED LATEST TSB/DAMPER IS ON BACK ORDER/WAS DRIVEN OVER 300 MILES UNABLE TO VERIFY CONCERN						
		99	CF			0.00	0.00

****

CONCERN:	CONCERN:	CONCERN:
CODE	CODE	CODE
COMMENTS	COMMENTS	COMMENTS

(CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIMS ☐ PARTS SCRAP OUT

CROSS REFERENCE #

$ _____ PARTS $ _____ LABOR $ _____ TOTAL

PROGRAM CODE	AUTHORIZATION NUMBER	COMMITMENT NUMBER	AUTHORIZED SIG & DATE
			X

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

(SIGNED) DEALER GENERAL MANAGER OR HIS AUTHORIZED PERSON (DATE)

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC	TOTAL LABOR	TOTAL PARTS	TOTAL CLAIM

"I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER **LIMITED WARRANTY** BY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY INSPECTION."

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

P & A CODE: 04944

CUSTOMER SIGNATURE

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

CUSTOMER COPY

EXHIBIT C

FORD SALES & SERVICE AGREEMENT



Ford Motor Company
Ford Division

2. *RESPONSIBILITIES WITH RESPECT TO VEHICLES (Continued)*

(2) The Company shall not be liable to the Dealer in any respect for failure to ship or for delay in shipment of accepted orders for VEHICLES where such failure or delay is due wholly or in part to (i) shortage or curtailment of material, labor, transportation, or utility services, (ii) any labor or production difficulty in any of its own or any of its suppliers' locations, (iii) any governmental action, or (iv) any cause beyond the Company's control or without its fault or negligence.

2. (d) ***Stocks.*** The Dealer shall maintain stocks of current models of such lines or series of VEHICLES, of an assortment and in quantities as are in accordance with Company GUIDES therefor, or adequate to meet the Dealer's share of current and anticipated demand for VEHICLES in the DEALER'S LOCALITY. The Dealer's maintenance of VEHICLE stocks shall be subject to the Company's filling the Dealer's orders therefor.

2. (e) ***Demonstrators.*** The Dealer shall maintain at all times in good condition and running order for demonstration and loan to prospective purchasers, such numbers of the latest model of such lines or series of VEHICLES as are in accordance with Company GUIDES therefor.

2. (f) ***Factory Suggested Price Labels.*** If any CAR is delivered by the Company to the Dealer with an incorrect label, or without a completed label, affixed thereto pursuant to the Federal Automobile Information Disclosure Act, the Dealer shall promptly complete and affix to such CAR a correct label on the form and in accordance with the directions furnished by the Company.

2. (g) ***Owner Literature.*** The Dealer shall, in accordance with the Company's instructions, complete, execute and deliver to each retail purchaser of a VEHICLE from him the Company's then current publications for owners with respect to the operation, maintenance and warranty of that VEHICLE (hereinafter called "Owner's Literature"). The Dealer shall fulfill promptly all dealer responsibilities under each piece of the Owner's Literature delivered by him. The Company may specify in the Owner's Literature that the Dealer will perform certain inspections of the VEHICLE. The Dealer authorizes the Company to charge his account for work done by another Company authorized CAR or TRUCK dealer under the Owner's Literature delivered by the Dealer, and to credit his account for work done by him under Owner's Literature delivered by another Company authorized CAR or TRUCK dealer. The charge or credit shall be in the amount specified by the Company from time to time.

2. (h) ***Rebates and Allowances.*** The Dealer shall be entitled to such rebates and allowances from the Company on VEHICLES and factory-installed options, subject to such conditions and procedures, as may be specified in the applicable VEHICLE TERMS OF SALE BULLETIN or other notice pertaining thereto sent to the Dealer by the Company, provided that any change in the model close-out allowance shall be announced to the Dealer prior to the Company's solicitation of the build-out order.

2. (i) ***Warranty.*** The Company shall from time to time establish, by notice to the Dealer, the warranty to the owner applicable to each VEHICLE. There shall be NO OTHER WARRANTY, express or implied, including any warranty of MERCHANTABILITY OR FITNESS, or any other obligation of the Company to the Dealer or the owner with respect to the VEHICLE or any part thereof except the warranty established pursuant to this subparagraph. The Dealer shall expressly incorporate such warranty as a part of each buyer's order form or other contract for the sale of a VEHICLE and shall deliver a copy of the warranty, in the form furnished by the Company, to the owner at the time the VEHICLE is delivered to the owner, all in accordance with instructions set forth in the Company's then current Warranty and Policy Manual and supplements thereto (hereinafter called "Warranty Manual").

RESPONSIBILITIES WITH RESPECT TO GENUINE PARTS

3. (a) ***Sales.*** The Dealer shall promote vigorously and aggressively the sale of GENUINE PARTS to service, wholesale and other customers within the DEALER'S LOCALITY, and shall develop energetically and satisfactorily the potentials for such sale and obtain a reasonable share thereof; but the Dealer shall not be limited to the DEALER'S LOCALITY in making sales. To this end, the Dealer shall develop, maintain and direct a trained quality parts sales organization and shall conduct aggressive advertising and sales promotion activities, making use to the greatest feasible extent of the Company's advertising and sales promotion programs relating to GENUINE PARTS. The Dealer shall not sell or offer for sale or use in the repair of any COMPANY PRODUCT, as a GENUINE PART, any part or accessory that is not in fact a GENUINE PART.

The Dealer's performance of his sales responsibility for GENUINE PARTS shall be measured by such reasonable criteria as the Company may develop from time to time including:

(1) His sales as a percentage of the sales objectives established for him by the Company from time to time, and his sales per UIO, and

(2) A comparison of such percentage and sales per UIO with the percentage similarly obtained and sales per UIO of all other authorized Ford dealers combined in one or more of the following: (i) the DEALER'S LOCALITY, (ii) the Company's sales or service zone, and (iii) the district in which the Dealer is located, as the Company may determine.

3. (b) ***Orders.***

(1) Stock orders for the Dealer's requirements of GENUINE PARTS shall be furnished to the Company by the Dealer in accordance with the applicable PARTS AND ACCESSORIES TERMS OF SALE BULLETIN.

(2) Any order for a GENUINE PART not shipped in accordance with normal shipping schedules will remain in effect unless cancelled by the Dealer or the Company by written notice to the other.

(3) The Dealer shall not be liable to the Company for any failure to accept shipment of GENUINE PARTS ordered from the Company where such failure is due to any labor difficulty in the Dealer's place of business or to any cause beyond the Dealer's control or without the Dealer's fault or negligence.

3. (c) ***Consideration of Orders.***

(1) The Company shall make reasonable efforts to fill each order of the Dealer that is accepted by the Company.

(2) The Company shall not be liable to the Dealer in any respect for failure to ship or for delay in shipment of accepted orders for GENUINE PARTS where such failure or delay is due wholly or in part to (i) shortage or curtailment of material, labor, transportation or utility services, (ii) any labor or production difficulty in any of its own or any of its suppliers' locations, (iii) any governmental action or (iv) any cause beyond the Company's control or without its fault or negligence.

3. (d) ***Stocks.*** The Dealer shall maintain a stock of parts, including GENUINE PARTS, in accordance with Company GUIDES therefor, and of an assortment in quantities adequate to meet the current and anticipated demand therefor. The Dealer's maintenance of stocks of GENUINE PARTS shall be subject to the Company's filling the Dealer's orders therefor.

3. (e) ***Returns and Allowances.*** The Dealer shall be entitled to such allowances, discounts, incentives and return privileges from the Company on GENUINE PARTS subject to such conditions and procedures as may be specified in the applicable PARTS AND ACCESSORIES

2. *RESPONSIBILITIES WITH RESPECT TO VEHICLES (Continued)*

(4) In evaluating any comparisons provided for in subparagraph 2(a) (3) above, the Company shall give consideration to the availability of CARS to the Dealer and other authorized Ford dealers and any special local marketing conditions that might affect the Dealer's sales performance differently from the sales performance of COMPETITIVE or INDUSTRY CAR dealers or other authorized Ford dealers.

(5) The sales and registration data referred to in this subparagraph 2(a) shall include sales to and registrations in the name of leasing and daily rental operations and shall be those utilized in the Company's records or in reports furnished to the Company by independent sources selected by it and generally available for such purpose in the automotive industry. In the event such reports of the registrations and/or sales of INDUSTRY or COMPETITIVE CARS in the DEALER'S LOCALITY are not generally available, the evaluation of the Dealer's sales performance shall be based on such registrations and/or sales or purchase data as can be reasonably obtained by the Company.

The Dealer's performance of his sales responsibility for TRUCKS shall be determined in the same manner as for CARS.

The Company will provide to the Dealer an evaluation of his performance under this subparagraph (2)(a) from time to time as initiated by the Company, or not more than once a month upon the written request of the Dealer.

2. (b) *Orders.*

(1) To enable the Company to plan for and establish, and its manufacturing sources to carry out, production schedules, the Dealer shall, on the dates and forms provided by the Company, furnish the Company basic orders for types of VEHICLES and specific orders for individual VEHICLES against the applicable basic order as specified in the applicable VEHICLE TERMS OF SALE BULLETIN.

(2) The Company is authorized to have installed on any VEHICLE ordered by the Dealer any equipment or accessory required by any applicable federal, state or local law, rule, or regulation.

(3) Any order for a VEHICLE not shipped during the month for which delivery was scheduled will remain in effect unless cancelled by the Dealer or the Company by written notice to the other. An order for an "off standard" VEHICLE may be cancelled only by or with the consent of the Company. Any VEHICLE which differs from the Company's standard specifications, or which incorporates special equipment, shall be considered an "off standard" VEHICLE.

(4) The Dealer shall not be liable to the Company for any failure to accept shipments of VEHICLES ordered from the Company where such failure is due to any labor difficulty at the DEALERSHIP LOCATION or to any cause beyond the Dealer's control or without the Dealer's fault or negligence.

2. (c) *Consideration of Orders.*

(1) The Company may reject orders not submitted in accordance with subparagraph 2(b)(1) above. The Company shall make reasonable efforts to fill each order of the Dealer that is accepted by the Company. During any period of shortage of any VEHICLE, the Company shall be entitled to give priority to accepted orders for such VEHICLES for resale to users residing within the DEALER'S LOCALITY of the ordering dealer.

1. DEFINITIONS (Continued)

1. (q) "GUIDES" shall mean such reasonable standards as may be established by the Company for the Dealer from time to time under its standard procedures for authorized Ford dealers (i) for DEALERSHIP FACILITIES and equipment, capitalization and net working capital based on such factors as CAR and TRUCK PLANNING VOLUMES, UIO, the DEALER'S LOCALITY and (ii) for inventories, personnel, demonstrators and other elements of DEALERSHIP OPERATIONS based on such factors as sales and service volumes.

RESPONSIBILITIES WITH RESPECT TO VEHICLES

2. (a) ***Sales.*** The Dealer shall promote vigorously and aggressively the sale at retail (and, if the Dealer elects, the leasing and rental) of CARS and TRUCKS to private and fleet customers within the DEALER'S LOCALITY, and shall develop energetically and satisfactorily the potentials for such sales and obtain a reasonable share thereof; but the Dealer shall not be limited to the DEALER'S LOCALITY in making sales. To this end, the Dealer shall develop, maintain and direct a trained, quality vehicle sales organization and shall conduct throughout each model year aggressive advertising and sales promotion activities, making use to the greatest feasible extent of the Company's advertising and sales promotion programs relating to VEHICLES.

The Dealer's performance of his sales responsibility for CARS shall be measured by such reasonable criteria as the Company may develop from time to time, including:

(1) Dealer's sales of CARS to private and fleet users located in the DEALER'S LOCALITY as a percentage of:

(i) all private and all fleet registrations of CARS in the DEALER'S LOCALITY,

(ii) all private and all fleet registrations of COMPETITIVE CARS in the DEALER'S LOCALITY,

(iii) all private and all fleet registrations of INDUSTRY CARS in the DEALER'S LOCALITY, and

(iv) the private and fleet sales objectives for CARS established by the Company for the Dealer from time to time.

(2) If the Dealer is not the only authorized dealer in CARS in the DEALER'S LOCALITY, the following factors shall be used in computing percentages pursuant to 2(a) (1) above:

(i) The Dealer's sales of CARS to users located in the DEALER'S LOCALITY shall be deemed to be the total registrations thereof in the DEALER'S LOCALITY multiplied by the Dealer's percent of sales of all CARS made by all authorized Ford dealers located in the DEALER'S LOCALITY unless the Dealer or the Company shows that the Dealer actually has made a different number of such sales,

(ii) The registrations of CARS and COMPETITIVE and INDUSTRY CARS in the DEALER'S LOCALITY against which the Dealer shall be measured shall be the total thereof multiplied by the Dealer's PERCENT RESPONSIBILITY, and

(iii) The Dealer's objectives for CARS shall be the total objectives therefor of all authorized Ford dealers in the DEALER'S LOCALITY multiplied by the Dealer's PERCENT RESPONSIBILITY.

(3) A comparison of each such percentage with percentages similarly obtained for all other authorized Ford dealers combined in the Company's sales zone and district in which the Dealer is located, and where subparagraph 2(a) (2) applies, for all other authorized Ford dealers combined in the DEALER'S LOCALITY.

5. *RESPONSIBILITIES WITH RESPECT TO DEALERSHIP FACILITIES (Continued)*

5. (e) ***Fulfillment of Responsibility.*** The Dealer shall be deemed to be fulfilling his responsibilities under this paragraph 5 when and as long as the DEALERSHIP LOCATION is approved by the Company and the DEALERSHIP FACILITIES are substantially in accordance with the current GUIDES therefor. The execution of this agreement or of any Dealership Facilities Supplement shall not of itself be construed as evidence of the fulfillment by the Dealer of his responsibilities to provide adequate DEALERSHIP LOCATION and FACILITIES.

OTHER DEALER AND COMPANY RESPONSIBILITIES

6. (a) ***Signs.*** The Dealer shall install and maintain at the DEALERSHIP LOCATION signs of good appearance and adequate to identify such locations as (1) authorized sales and service establishments for VEHICLES and other COMPANY PRODUCTS identifying such products as products of the Company, (2) authorized sales locations for used vehicles and (3) authorized locations for the leasing or rental of vehicles, as the case may be. Each sign shall be compatible with the design standards established by the Company from time to time and shall be subject to the Company's approval with respect to any display of any trademark or trade name used or claimed by the Company or any of its subsidiaries. Fulfillment of any separate Dealership Identification Agreement between the Dealer and the Company shall be deemed fulfillment of this subparagraph 6(a). The Company will make available, at the request of the Dealer, and at a mutually convenient time and place, personnel to provide counsel and advice regarding dealership signs and identification.

6. (b) ***Personnel.*** The Dealer shall employ and train such numbers and classifications of competent personnel of good character, including, without limitation, sales, parts, service, owner relations and other department managers, salesmen and service technicians, as will enable the Dealer to fulfill all his responsibilities under this agreement. The Company shall provide assistance to the Dealer in determining personnel requirements. In response to the training needs of the Dealer's personnel, the Dealer at his expense shall cause his personnel to attend training schools or courses conducted by the Company from time to time.

6. (c) ***Dealer Residence.*** Effective operation of the Dealer's business is dependent in large part on the Dealer's management becoming a part of and accepted within his local community. Accordingly, each person named in subparagraph F(ii) hereof shall (unless otherwise approved in writing by the Company because of individual circumstances) reside within the DEALER'S LOCALITY.

6. (d) ***Capital.*** The Dealer shall at all times maintain and employ in connection with his DEALERSHIP OPERATIONS ~~separately from any other business of the Dealer, such total~~ investment, net working capital, adequate lines of wholesale credit and competitive retail financing plans for VEHICLES as are in accordance with Company GUIDES therefor and will enable the Dealer to fulfill all his responsibilities under this agreement.

6. (e) ***Accounting System.*** It is in the mutual interests of the Dealer and the Company that uniform accounting systems and practices be maintained by the Company's authorized dealers in order that the Company may develop and disseminate helpful information, evaluate the relative

6. *OTHER DEALER AND COMPANY RESPONSIBILITIES (Continued)*

operating performance of each dealer and develop criteria that will enable the Company to formulate plans and policies in the interests of its dealers and the Company and that will assist each dealer to obtain satisfactory results from his dealership operations. Accordingly, the Dealer shall install and use in his DEALERSHIP OPERATIONS, whether conducted as one or several business entities, an accounting system, not exclusive of any other system the Dealer may wish to use, in accordance with the Company's Manual of Dealer Accounting Procedures as amended from time to time.

6. (f) ***Financial Reports.*** In furtherance of the mutual interests set forth in paragraph 6(e) hereof, the Dealer shall furnish to the Company each month, at the time and on the forms prescribed by the Company, a complete statement reflecting the true financial condition and the month and year-to-date operating results of his DEALERSHIP OPERATIONS as of the end of the preceding month. The Dealer also shall promptly furnish to the Company a copy of any adjusted annual statement that may be prepared by or for the Dealer. All such statements, reports and data shall be based whenever applicable upon the accounting system installed and used by the Dealer in accordance with subparagraph 6(e). Financial information furnished by the Dealer shall be handled on a confidential basis by the Company and, unless authorized by the Dealer or required by law, or offered in evidence in judicial or arbitration proceedings, shall not be furnished, except as an unidentified part of a composite or coded report, to any party outside of the Company.

6. (g) ***Delivery and Sales Reports.*** To assist the Company in evaluating current sales and market trends, in advising its manufacturing sources of adjustments desired in production and distribution schedules, and in providing the type of information necessary to provide assistance and counsel to the Dealer, the Dealer shall (1) accurately complete the information prescribed on the vehicle delivery card and forward such card to the Company at or as soon as reasonably possible after the end of the day on which the new VEHICLE is delivered or sold, whichever shall occur first, to the private or fleet customer or to rental or leasing operations, if any, conducted or controlled by the Dealer, and (2) furnish the Company with accurate and complete delivery or sales reports and data relating to the Dealer and his DEALERSHIP OPERATIONS at the times and on such forms as the Company may specify from time to time.

6. (h) ***Customer Handling.*** The Dealer shall cooperate with Company programs, and develop and maintain his own programs, designed to develop good relationships between the Dealer and the public. The Dealer shall promptly investigate and handle all matters brought to his attention by the Company or the public relating to the sale or servicing of COMPANY PRODUCTS in the DEALER'S LOCALITY, in accordance with procedures set forth in the applicable CUSTOMER SERVICE BULLETIN, so as to develop public confidence in the Dealer, the Company and COMPANY PRODUCTS. The Dealer shall report promptly to the Company the details of each inquiry or complaint received by the Dealer relating to any COMPANY PRODUCT which the Dealer cannot handle satisfactorily. The Dealer shall not make, directly or indirectly, any false or misleading statement or representation to any customer as to any VEHICLE, GENUINE PART or other COMPANY PRODUCT as to the source, condition or capabilities thereof, or the Dealer's or the Company's prices or charges therefor or for distribution, delivery, taxes or other items.

6. (i) ***Business Practices, Advertising and Programs.*** The Dealer shall conduct DEALERSHIP OPERATIONS in a manner that will reflect favorably at all times on the reputation of the Dealer, other Company authorized dealers, the Company, COMPANY PRODUCTS and

6. OTHER DEALER AND COMPANY RESPONSIBILITIES (Continued)

trademarks and trade names used or claimed by the Company or any of its subsidiaries. The Dealer shall avoid in every way any "bait", deceptive, misleading, confusing or illegal advertising or business practice. The Company shall not publish or employ any such advertising or practice or encourage any dealer or group of dealers to do so.

*6. (j) **Compliance with Laws, Rules and Regulations.*** The Dealer shall comply with all applicable federal, state, and local laws, rules and regulations in the ordering, sale and service of COMPANY PRODUCTS and the sale and service of used vehicles, including without limitation those related to motor vehicle safety, emissions control and customer service. The Company shall provide the Dealer, and the Dealer shall provide the Company, such information and assistance as may be reasonably requested by the other in connection with the performance of obligations under such laws, rules and regulations.

*6. (k) **Indemnification by the Company.*** The Company shall defend, indemnify, hold harmless and protect the Dealer from any losses, damages or expense, including costs and attorney's fees, resulting from or related to lawsuits, complaints or claims commenced against the Dealer by third parties concerning:

(1) Property damage to a COMPANY PRODUCT or bodily injury or property damage arising out of an occurrence caused solely by a "production defect" in that product (i.e., due to defective materials or workmanship utilized or performed at the factory, except for any "production defect" in tires and diesel engines made by others, provided, however, that the "production defect" could not have been discovered by the Dealer in the reasonable pre-delivery inspection of the VEHICLE, as recommended by the Company.

(2) Property damage to a COMPANY PRODUCT or bodily injury or property damage arising out of an occurrence caused solely by a defect in the design of that product, except for a defect in the design of tires or diesel engines made by others.

(3) Any damage occurring to a new VEHICLE, and repaired by the Company (excluding removal and replacement of an entire component with a like component where no welding, riveting or painting is involved), from the time the VEHICLE leaves the Company's assembly plant or warehouse to the time it is delivered to the Dealer's designated location, provided the Company failed to notify the Dealer in writing of such damage and repair in transit prior to delivery of the VEHICLE to the first retail customer.

In the event that any legal action arising out of any of these causes is brought against the Dealer, the Company shall undertake, at its sole expense, to defend said action on behalf of the Dealer when requested to do so by the Dealer, provided that the Dealer promptly notifies the Company in writing of the commencement of the action against the Dealer and cooperates fully in the defense of the action in such manner and to such extent as the Company may reasonably require (provided, however, that the Company shall have the right to continue the suit in the name of the Dealer, if the Company deems such action to be necessary). Should the Company refuse to undertake the defense on behalf of the Dealer, or fail to undertake an adequate defense, the Dealer may conduct its own defense and the Company shall be liable for the cost of such defense, including reasonable attorney's fees, together with any verdict, judgment or settlement paid by the Dealer (provided, however, that the Dealer shall notify the Company within a reasonable period of any such settlement).

(4) Personal injury or property damage arising solely out of a negligent or improper act of an employe of the Company.

DEALER'S RESPONSIBILITIES WITH RESPECT TO HOURS OF BUSINESS

7. To the end that the needs of customers and owners served by the Dealer are fulfilled properly, the Dealer shall maintain DEALERSHIP OPERATIONS open for business during all hours and days which are customary in the trade and lawful for such operations in the DEALER'S LOCALITY.

PURCHASES FROM OTHERS AND SALES TO OTHERS

8. The Dealer reserves the right to make purchases from others without obligation or liability of any kind to the Company, provided that the Dealer shall not be relieved of any responsibility assumed by the Dealer under this agreement; and, except as otherwise expressly provided herein, the Company reserves the right to make sales to others (including without limitation to other dealers) without obligation or liability of any kind to the Dealer.

DETERMINATION OF DEALER REPRESENTATION

9. (a) ***Representation Planning.*** The Company reserves the right to determine, from time to time, in its best judgment, the numbers, locations and sizes of authorized dealers necessary for proper and satisfactory sales and service representation for COMPANY PRODUCTS within and without the DEALER'S LOCALITY. In making such determinations, the Company from time to time conducts, to the extent deemed adequate by the Company and subject to the ready availability of information, studies of the locality, including such factors as its geographic characteristics, consumer shopping habits, competitive representation patterns, sales and service requirements, convenience of customers or potential customers and past and future growth and other trends in marketing conditions, population, income, UIO, VEHICLE sales and registrations and COMPETITIVE and INDUSTRY CAR and TRUCK registrations.

9. (b) ***Information to Dealer.*** The Company will inform the Dealer of any proposed change in the Company's market representation plans for the DEALER'S LOCALITY, provided that if the Company's market representation plans do not provide for the continuation of representation of COMPANY PRODUCTS from the Dealer's DEALERSHIP FACILITIES (except for a relocation thereof), the Company shall not be obligated to inform other dealers thereof, but shall give the Dealer written notice thereof. If, in the Company's opinion, such changes should be disclosed to other dealers in connection with the Company's market representation plans for their respective DEALERSHIP OPERATIONS, the Company may inform such other dealers thereof, without liability to the Dealer, no earlier than thirty (30) days after such notice to the Dealer and shall inform such other dealers that the Dealer may maintain his DEALERSHIP OPERATIONS for so long as the Dealer desires and fulfills his responsibilities under this agreement.

DETERMINATION OF DEALER REPRESENTATION (Continued)

9. (c) ***Additional Dealers.*** The Company shall have the right to appoint additional dealers in VEHICLES within or without the DEALER'S LOCALITY except that, if an additional dealer will be within the DEALER'S LOCALITY and within ten (10) miles driving distance of the Dealer's principal place of business, the Company shall not appoint the additional dealer unless a study made pursuant to subparagraph 9(a) reasonably demonstrates, in the Company's opinion, that such appointment is necessary to provide VEHICLES with proper sales and service representation in such locality with due regard to the factors referred to above in subparagraph 9(a). The Company by written notice to the Dealer will give the Dealer thirty (30) days in which to review the applicable study (excluding information regarding other dealers considered confidential by the Company), to discuss such additional dealer with representatives of the Company and to give the Company written notice of objection to the proposed addition. If the Dealer fails to give such written notice by such time, he shall be deemed to have consented to the proposed addition. The Company will give consideration to any such written objection and advise the Dealer in writing of its decision before any commitment is made or negotiations conducted with any dealer prospect. If the Dealer appeals to the Dealer Policy Board within fifteen (15) days of such decision, no action will be taken by the Company until the Dealer Policy Board has rendered a decision on the matter.

9. (d) ***Established Dealer Points.***

Nothing in this paragraph 9 shall restrict the right of the Company to appoint a dealer in VEHICLES as a replacement for a dealer in VEHICLES, or to fill an established open point for a dealer in VEHICLES, at or near a location previously approved by the Company.

PRICES AND CHARGES

10. Sales of COMPANY PRODUCTS by the Company to the Dealer hereunder will be made in accordance with the prices, charges, discounts and other terms of sale set forth in price schedules or other notices published by the Company to the Dealer from time to time in accordance with the applicable VEHICLE TERMS OF SALE BULLETIN or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN. Except as otherwise specified in writing by the Company, such prices, charges, discounts and terms of sale shall be those in effect, and delivery to the Dealer shall be deemed to have been made and the order deemed to have been filled on the date of delivery to the carrier or the Dealer, whichever occurs first. The Company has the right at any time and from time to time to change or eliminate prices, charges, discounts, allowances, rebates, refunds or other terms of sale affecting COMPANY PRODUCTS by issuing a new VEHICLE or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN, new price schedules or other notices. In the event the Company shall increase the DEALER PRICE for any COMPANY PRODUCT, the Dealer shall have the right to cancel, by notice to the Company within ten (10) days after receipt by the Dealer of notice of such increase, any orders for such product placed by the Dealer with the Company prior to receipt by the Dealer of notice of such increase and unfilled at the time of receipt by the Company of such notice of cancellation.

TERMS AND TITLE

11. (a) ***Payment.*** Payment by the Dealer for each COMPANY PRODUCT shall be in accordance with the terms and conditions set forth in the applicable VEHICLE or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN.

11. (b) ***Title.*** Title to each COMPANY PRODUCT purchased by the Dealer shall (unless otherwise provided in the applicable VEHICLE or PARTS AND ACCESSORIES TERMS OF SALE BULLETIN) pass to the Dealer, or to such financing institution or other party as may have been designated to the Company by the Dealer, upon delivery thereof to the carrier or to the

11. TERMS AND TITLE (Continued)

Dealer, whichever occurs first, but the Company shall retain a security interest in and right to repossess any product until paid therefor.

11. (c) ***Risk of Loss and Claims.*** The Company shall assume all risk of loss or damage to any VEHICLE purchased by the Dealer from the Company which is not borne by the carrier while the VEHICLE is in the possession of the carrier provided the Dealer properly inspects and records any loss or damage of the VEHICLE upon receipt thereof. The Dealer shall cooperate with the Company in processing all claims for loss or damage of the VEHICLE in accordance with the Company's then current procedures.

11. (d) ***Demurrage and Diversion Liability.*** The Dealer shall be responsible for and pay any and all demurrage, storage and other charges accruing after arrival of any shipment at its destination. In the event the Dealer shall fail or refuse for any reason (other than labor difficulty in the Dealer's place of business or any cause beyond the Dealer's control or without the Dealer's fault or negligence) to accept delivery of any COMPANY PRODUCT ordered by the Dealer, the Dealer shall also pay the Company the amount of all expenses incurred by the Company in shipping such product to the Dealer and in returning such product to the original shipping point or diverting it to another destination; but in no event shall the Dealer pay the Company more for any such diversion than the expense of returning the product to its original shipping point.

11. (e) ***State and Local Taxes.*** The Dealer hereby represents and warrants that all COMPANY PRODUCTS purchased from the Company are purchased for resale in the ordinary course of the Dealer's business. The Dealer further represents and warrants that the Dealer has complied with all requirements for his collection and/or payment of applicable sales, use and like taxes, and has furnished or will furnish evidence thereof to the Company. These representations and warranties shall be deemed a part of each order given by the Dealer to the Company.

The Dealer agrees that, as to any COMPANY PRODUCT put to a taxable use by the Dealer, or in fact purchased by the Dealer other than for resale, the Dealer shall make timely and proper return and payment of all applicable sales, use and like taxes, and shall hold the Company harmless from all claims and demands therefor.

RECORDS, INSPECTIONS AND TESTS

12. (a) ***Record Retention.*** The Dealer shall retain for at least two (2) years all records and documents, including journals and ledgers, which relate in any way, in whole or in part, to DEALERSHIP OPERATIONS, except for records used as a basis for submission of warranty and policy claims, which shall be retained for at least one (1) year.

12. (b) ***Inspections and Tests.*** The Dealer shall allow persons designated by the Company, at reasonable times and intervals and during normal business hours, to examine the DEALERSHIP FACILITIES and OPERATIONS, the Dealer's stocks of COMPANY PRODUCTS and used vehicles and vehicles at the DEALERSHIP FACILITIES for service or repair, to test the Dealer's equipment, to check and instruct the Dealer and his employees in the proper handling of warranty and other repairs and claims based thereon, and to examine, copy and audit any and all of the Dealer's records and documents. The Company may charge back to the Dealer all payments or credits made by the Company to the Dealer pursuant to such claims or otherwise which were improperly claimed or paid.

CHANGES IN COMPANY PRODUCTS

13. The Company may change the design of any COMPANY PRODUCT, or add any new or different COMPANY PRODUCT or line, series or body style of VEHICLES, at any time and from

CHANGES IN COMPANY PRODUCTS (Continued)

time to time, without notice or obligation to the Dealer, including any obligation with respect to any COMPANY PRODUCT theretofore ordered or purchased by or delivered to the Dealer. Such changes shall not be considered model year changes as contemplated by the provisions of any VEHICLE TERMS OF SALE BULLETIN. The Company may discontinue any VEHICLE or other COMPANY PRODUCT at any time without liability to the Dealer.

DEALER NOT AGENT OF THE COMPANY

14. This agreement does not in any way create the relationship of principal and agent between the Company and the Dealer and under no circumstances shall the Dealer be considered to be an agent of the Company. The Dealer shall not act or attempt to act, or represent himself, directly or by implication, as agent of the Company or in any manner assume or create any obligation on behalf of or in the name of the Company.

TRADEMARKS AND TRADE NAMES

15. (a) ***Use in Firm Name.*** The Dealer may not use any trademark or trade name used or claimed by the Company or any of its subsidiaries in the Dealer's firm name or trade name except with the Company's prior written approval. If, after such approval, the Company should at any time so request, the Dealer shall promptly discontinue such use and take all steps necessary or appropriate in the opinion of the Company to eliminate such trademark or trade name from the Dealer's firm name or trade name.

15. (b) ***Limitations on Use.*** The Dealer shall not use any trademark or trade name used or claimed by the Company or any of its subsidiaries, or coined words or combinations containing the same or parts thereof, in connection with any business conducted by the Dealer other than in dealing in COMPANY PRODUCTS to which such trademark or trade name refers, and then only in the manner and form approved by the Company; provided that the word "Ford" may be used in connection with a business operated by or affiliated with the Dealer as the Dealer's used vehicle outlet if the Dealer obtains the Company's prior written approval, which may be revoked at any time, and if the Dealer retains the right to require any such affiliated business to discontinue such use at any time the Dealer may direct. The Dealer shall direct such discontinuance on request of the Company at any time.

The Dealer shall not contest the right of the Company to exclusive use of any trademark or trade name used or claimed by the Company or any of its subsidiaries.

REPORTS TO FORD MOTOR COMPANY'S DEALER POLICY BOARD

16. In the interest of maintaining harmonious relationships between the parties to this agreement, the Dealer shall report promptly in writing to the Company's Dealer Policy Board (hereafter called "Policy Board") any act or failure to act on the part of the Company or any of its representatives which the Dealer believes was not in accordance with this agreement or was not reasonable, fair, for good cause or provocation or in good faith as to the Dealer. For the purposes of this agreement, the term "good faith" shall mean the Company and its representatives acting in a fair and equitable manner toward the Dealer so as to guarantee the Dealer freedom from coercion or intimidation from the Company. It is the purpose of the Policy Board to receive, carefully evaluate and, to the extent possible, resolve any such claim to the mutual satisfaction of the parties. Any decision of the Policy Board shall be binding on the Company but shall not be binding on the Dealer.

TERMINATION OR NONRENEWAL OF AGREEMENT

17. (a) ***By Dealer.*** The Dealer may terminate or not renew this agreement at any time at will by giving the Company at least thirty (30) days prior written notice thereof.

17. (b) ***By Company Due to Events Controlled by Dealer.*** The following represent events which are substantially within the control of the Dealer and over which the Company has no control, and which are so contrary to the intent and purpose of this agreement as to warrant its termination or nonrenewal:

(1) Any transfer or attempted transfer by the Dealer of any interest in, or right, privilege or obligation under this agreement; or transfer by operation of law or otherwise, of the principal assets of the Dealer that are required for the conduct of DEALERSHIP OPERATIONS; or any change, however accomplished, without the Company's prior written consent, which consent shall not be unreasonably withheld, in the direct or indirect ownership or operating management of the Dealer as set forth in paragraph F.

(2) Any misrepresentation in applying for this agreement by the Dealer or any person named in paragraph F; or submission by the Dealer to the Company of any false or fraudulent application or claim, or statement in support thereof, for warranty, policy or campaign adjustments, for wholesale parts or VEHICLE sales incentives or for any other refund, credit, rebate, incentive, allowance, discount, reimbursement or payment under any Company program; or acceptance by the Dealer of any payment for any work not performed by the Dealer in accordance with the provisions of this agreement, the Warranty Manual or any applicable CUSTOMER SERVICE BULLETIN.

(3) Insolvency of the Dealer, inability of the Dealer to meet debts as they mature, filing by the Dealer of a voluntary petition under any bankruptcy or receivership law, adjudication of the Dealer as a bankrupt or insolvent pursuant to an involuntary petition under any such law, appointment by a court of a temporary or permanent receiver, trustee or custodian for the Dealer or the Dealer's assets, or execution of an assignment by the Dealer for the benefit of creditors; dissolution of the Dealer; or failure of the Dealer for any reason to function in the ordinary course of business, or to maintain the DEALERSHIP OPERATIONS open for business during and for not less than the hours customary in the trade and lawful in the DEALER'S LOCALITY as set forth in paragraph 7.

(4) Conviction in a court of original jurisdiction of the Dealer or any person named in paragraph F for any violation of law, or any conduct by any such person unbecoming a reputable businessman, or disagreement between or among any persons named in paragraph F, which in the Company's opinion tends to affect adversely the operation or business of the Dealer or the good name, goodwill or reputation of the Dealer, other authorized dealers of the Company, the Company, or COMPANY PRODUCTS.

(5) The Dealer shall have engaged, after written warning by the Company, in any advertising or business practice contrary to the provisions of subparagraph 6(i) of this agreement.

(6) Failure of the Dealer to fulfill any provision of paragraph 10 (as to prices or charges), or paragraph 11 (as to terms and title, including payment for COMPANY PRODUCTS), or paragraph 15 (as to trademarks or trade names), or to pay the Company any sum due pursuant to any agreement, including any purchase or lease agreement, between the Company and the Dealer.

Upon occurrence of any of the foregoing events, the Company may terminate this agreement by giving the Dealer at least fifteen (15) days prior written notice thereof.

TERMINATION OR NONRENEWAL OF AGREEMENT (Continued)

17. (c) ***By Company for Nonperformance by Dealer of Sales, Service, Facilities or Other Responsibilities.*** If the Dealer shall fail to fulfill any of his responsibilities with respect to:

(1) CARS or TRUCKS under the provisions of paragraph 2 of this agreement,

(2) GENUINE PARTS under the provisions of paragraph 3 of this agreement,

(3) Service under the provisions of paragraph 4 of this agreement,

(4) DEALERSHIP LOCATION or FACILITIES under the provisions of paragraph 5 of this agreement, or

(5) Other responsibilities under the provisions of subparagraphs 6(a) through 6(h) (as to signs, personnel, residence, capital, accounting system, financial reports, delivery or sales reports or customer handling), subparagraph 6(j) (as to laws, rules or regulations), paragraph 12 (as to records, inspections and tests) or paragraph 14 (as to the Dealer not being an agent of the Company) of this agreement,

the Company shall notify the Dealer in writing of such failure or failures, will offer to review promptly with the Dealer the reasons which, in the Company's or Dealer's opinion, account for such failure or failures and will provide the Dealer with a reasonable opportunity to cure the same. If the Dealer fails or refuses to cure the same within a reasonable time after such notice, the Company may terminate or not renew this agreement by giving the Dealer at least ninety (90) days prior written notice thereof.

17. (d) ***By Company or Dealer Because of Death or Physical or Mental Incapacity of any Principal Owner.*** Since this agreement has been entered into by the Company in reliance upon the continued participation in the ownership of the Dealer by the persons named in subparagraph F(i) hereof, the Company or the Dealer may (subject to the provisions of paragraph 20 hereof) terminate or not renew this agreement, by giving the other at least fifteen (15) days prior written notice thereof, in the event of the death or physical or mental incapacity of any owner of the Dealer named in subparagraph F(i); provided, however, that in order to facilitate orderly termination and liquidation of the dealership, the Company shall defer for a period of three (3) months to one (1) year, as the Company may determine, the exercise of its right to terminate in such event if the executor or representative of such deceased or incapacitated owner shall so request and shall demonstrate the ability to carry out the terms and conditions of this agreement.

17. (e) ***By Company or Dealer for Failure of Dealer or Company to be Licensed.*** If the Company or the Dealer requires a license for the performance of any responsibility under this agreement in any jurisdiction where this agreement is to be performed and if either party shall fail to secure and maintain such license, or if such license is suspended or revoked, irrespective of the cause or reason, either party may terminate or not renew this agreement by giving the other at least fifteen (15) days prior written notice thereof.

17. (f) ***By Company at Will.*** If this agreement is not for a stated term specified in paragraph G of this agreement, the Company may terminate this agreement at will at any time by giving the Dealer at least one hundred and twenty (120) days prior written notice thereof.

17. (g) ***By Company Upon the Offer of a New Agreement.*** The Company may terminate this agreement at any time by giving the Dealer at least thirty (30) days prior written

17. TERMINATION OR NONRENEWAL OF AGREEMENT (Continued)

notice thereof in the event the Company offers a new or amended form of agreement to its authorized dealers in COMPANY PRODUCTS.

17. (h) ***Acts in Good Faith.***

(1) The Dealer acknowledges that each of his responsibilities under this agreement is reasonable, proper and fundamental to the purpose of this agreement and that (i) his failure to fulfill any of them would constitute a material breach of this agreement, (ii) the occurrence of any of the events set forth in subparagraph 17(b), 17(c), or 17(e) would seriously impair fundamental considerations upon which this agreement is based, and (iii) the rights of termination or nonrenewal reserved in the events specified in subparagraph 17(g) are necessary to permit the Company to remain competitive at all times. The Dealer acknowledges that any such failure, occurrence or event constitutes a reasonable, fair, good, due and just cause and provocation for termination or nonrenewal of this agreement by the Company.

(2) The Dealer agrees that if the Company or any of its representatives (i) requests the Dealer to fulfill any of such responsibilities, (ii) believes that any such failure, occurrence or event is occurring or has occurred and advises the Dealer that, unless remedied, such failure, occurrence or event may result in Company termination or nonrenewal of this agreement, (iii) gives the Dealer notice of termination or nonrenewal, or terminates or fails to renew this agreement, because of any such failure, occurrence or event, then such request, advice, notice, termination or nonrenewal shall not be considered to constitute or be evidence of coercion or intimidation, or threat thereof, or to be unreasonable, unfair, undue or unjust, or to be not in good faith.

REQUIRED APPEAL TO POLICY BOARD—TERMINATIONS OR NONRENEWALS—OPTIONAL ARBITRATION PLAN

18. (a) ***Arbitration Plan.*** The Company has adopted the Ford Motor Company Plan and Rules of Arbitration ("Arbitration Plan") effective June 1, 1972, a copy of which was delivered to the Dealer with this agreement. The Company reserves the right to terminate, change or modify the Arbitration Plan at any time upon notice to the Dealer. Any arbitration pursuant to the Arbitration Plan shall be governed by the terms of the Arbitration Plan in effect on the date such arbitration is commenced.

18. (b) ***Appeal to Policy Board.*** Any protest, controversy or claim by the Dealer (whether for damages, stay of action or otherwise) with respect to any termination or nonrenewal of this agreement by the Company or the settlement of the accounts of the Dealer with the Company after any termination or nonrenewal of this agreement by the Company or the Dealer has become effective, shall be appealed by the Dealer to the Policy Board within fifteen (15) days after the Dealer's receipt of notice of termination or nonrenewal, or, as to settlement of accounts after termination or nonrenewal, within one year after the termination or nonrenewal has become effective. Appeal to the Policy Board shall be a condition precedent to the Dealer's right to pursue any other remedy available under this agreement or otherwise available under law. The Company, but not the Dealer, shall be bound by the decision of the Policy Board.

18. (c) ***Optional Arbitration.*** If the Dealer is dissatisfied with the decision of the Policy Board in a case referred to in subparagraph 18(b), the Dealer may, at his option, elect to arbitrate

18. REQUIRED APPEAL TO POLICY BOARD—TERMINATIONS OR NONRENEWALS—OPTIONAL ARBITRATION PLAN (Continued)

in accordance with the Arbitration Plan or elect not to arbitrate and retain the right to pursue whatever other remedies may be available, provided that:

(1) The Dealer's election to arbitrate shall be made by filing an Arbitration Demand with the Secretary appointed under the Arbitration Plan within thirty (30) days after receipt by the Dealer of a decision by the Policy Board. The Arbitration Demand shall set forth a clear and complete statement of the nature of the Dealer's claim and the basis thereof, the amount involved, if any, and the remedy sought. The Arbitration Demand shall be in writing and shall be given by personal delivery or sent by registered or certified mail, postage prepaid, to the Secretary, Arbitration Panel, Ford Motor Company, at the address shown in the Plan and Rules of Arbitration.

(2) If the Dealer, by filing a timely Arbitration Demand, elects to arbitrate, arbitration shall be the sole and exclusive remedy of the Dealer in such cases, and the decision and award of the Arbitration Panel provided for in the Arbitration Plan shall be final and binding on both parties.

(3) If the Dealer elects to arbitrate, either party may enjoin the other from pursuing any other remedy in such cases, except that either party may sue to enforce any order or award of the Arbitration Panel and judgment upon such order or award may be entered by any court having jurisdiction.

18. (d) ***Limitation of Actions.*** If the Dealer elects not to arbitrate by failing to file a timely Arbitration Demand, all causes of action at law or in equity and all rights and remedies before federal, state, or local administrative agencies, departments or boards shall be forever barred unless commenced or instituted within one year after the date of the decision of the Policy Board.

18. (e) ***Expenses of Arbitration.*** During the first quarter of each calendar year, the Company and the Chairmen of the Ford and Lincoln-Mercury National Dealer Councils ("Dealer Council Chairmen") shall jointly establish a budget for that calendar year for the retainer fees, daily fees, clerical costs, travel expenses and living allowances ("Compensation") of the Arbitrator selected by the Dealer Council Chairmen, for one-half of the Compensation of the Arbitrator selected as Chairman of the Arbitration Panel, and for one-half of the cost of outside services employed by the Arbitration Panel, pursuant to the Arbitration Plan.

(1) The amount of such budget shall be advanced by the Company to a Trustee selected by the Company and the Dealer Council Chairmen. The Trustee shall pay the Compensation of the Arbitrator selected by the Dealer Council Chairmen, one-half of the Compensation of the Chairman of the Arbitration Panel, and one-half of the cost of outside services employed by the Arbitration Panel, as statements are rendered therefor, from and to the extent of such advance. All other costs of the Arbitration Panel for that calendar year shall be borne by the Company except as hereinafter provided. Any unexpended portion of such budget shall be carried forward to the next calendar year.

(2) The amount of such budget shall be spread in equal amounts among all dealerships then having valid and outstanding Ford, Mercury or Lincoln Sales and Service Agreements with the Company ("Authorized Dealers"). Such equal amount shall be charged to each Authorized Dealer. The Dealer shall promptly pay the amount so charged.

18. *REQUIRED APPEAL TO POLICY BOARD—TERMINATIONS OR NONRENEWALS—OPTIONAL ARBITRATION PLAN (Continued)*

(3) Each party shall pay and bear all costs of any witness called or other evidence adduced by that party, of any attorney, accountant or other person retained by that party and of any transcript ordered by that party in connection with any arbitration under the Arbitration Plan.

(4) The Arbitration Panel, as a part of any award, may assess, against any party or parties to an arbitration under the Arbitration Plan, all or any part of the costs of any witness called, any other evidence adduced, or any outside service employed, at the direct request of any Arbitrator.

OBLIGATIONS UPON TERMINATION OR NONRENEWAL

19. Upon termination or nonrenewal of this agreement by either party, the Dealer shall cease to be an authorized Ford dealer; and:

19. (a) ***Sums Owing the Company.*** The Dealer shall pay to the Company all sums owing to the Company by the Dealer.

19. (b) ***Discontinuance of Use of Trademarks and Trade Names.*** The Dealer shall at his own expense (1) remove all signs erected or used by the Dealer, or by any business associated or affiliated with the Dealer, and bearing the name "Ford" or any other trademark or trade name used or claimed by the Company or any of its subsidiaries (except signs owned by the Company and except as such use may be permitted under other agreements relating to products of the Company other than COMPANY PRODUCTS) or any word indicating that the Dealer is an authorized dealer with respect to any COMPANY PRODUCT, (2) erase or obliterate all such trademarks, trade names and words from stationery, forms and other papers used by the Dealer, or any business affiliated with the Dealer, (3) discontinue all advertising of the Dealer as an authorized dealer in COMPANY PRODUCTS, (4) discontinue any use of any such trademark, trade name or word in the Dealer's firm or trade name and take all steps necessary or appropriate in the opinion of the Company to change such firm or trade name to eliminate any such trademark, trade name or word therefrom, and (5) refrain from doing anything whether or not specified above that would indicate that the Dealer is or was an authorized Dealer in COMPANY PRODUCTS.

If the Dealer fails to comply with any of the requirements of this subparagraph 19(b), the Dealer shall reimburse the Company for all costs and expenses, including reasonable attorney's fees, incurred by the Company in effecting or enforcing compliance.

19. (c) ***Warranty Work.*** The Dealer shall cease to be eligible to receive reimbursement from the Company with respect to any work thereafter performed or part thereafter supplied under any warranty or policy applicable to any COMPANY PRODUCT, unless specifically authorized by the Company in writing to perform such work and then only in the manner and for the period of time set forth in such authorization.

19. (d) ***Service Records.*** The Dealer shall deliver to the Company or its nominee all of the Dealer's records with respect to predelivery, warranty, policy, campaign and other service work of the Dealer.

19. (e) ***Orders and Customer Deposits.*** The Dealer shall assign to the Company or its nominee all customer orders for COMPANY PRODUCTS which the Dealer has not filled and

19. OBLIGATIONS UPON TERMINATION OR NONRENEWAL (Cont.)

which the Company is not obligated by subparagraph 19(f) to supply to the Dealer, and all customer deposits made thereon; and deliver to the Company or its nominee the names and addresses of the Dealer's existing and prospective customers for COMPANY PRODUCTS.

19. (f) ***Deliveries After Termination or Nonrenewal.*** If this agreement shall be terminated or not renewed by the Company (1) because of the death or physical or mental incapacity of any principal owner of Dealer pursuant to subparagraph 17(d) hereof, or (2) at will pursuant to subparagraph 17(f) hereof, the Company shall use its best efforts to fill the Dealer's bona fide orders for COMPANY PRODUCTS outstanding on the effective date of termination or nonrenewal. The Company's fulfillment of such orders for VEHICLES, however, may be limited to the number and type of VEHICLES delivered to the Dealer by the COMPANY during the ninety (90) days immediately preceding such date, or the number and type of bona fide retail orders for VEHICLES accepted by the Dealer and unfilled on such date, whichever is smaller. Deliveries under this subparagraph shall be made in substantial accord with the Company's normal delivery schedules for the area, unless the Company elects to make all such deliveries within thirty (30) days after the effective date of termination. The Dealer shall inspect, condition and repair such VEHICLES in the manner specified in this agreement and in accordance with procedures outlined by the Company from time to time.

Except for deliveries required by this subparagraph 19(f), each order for a COMPANY PRODUCT received by the Company from the Dealer and unfilled on the effective date of termination or expiration of this agreement shall be deemed cancelled.

SUCCESSOR TO THE DEALER IN THE EVENT OF DEATH OR INCAPACITY

20. In the event of termination or nonrenewal of this agreement by the Company pursuant to subparagraph 17(d) because of the death or physical or mental incapacity of a principal owner of the Dealer named in subparagraph F(i) hereof:

20. (a) ***Interim Agreement.*** The Company, subject to the other provisions of this paragraph, shall offer an Interim Ford Sales and Service Agreement for COMPANY PRODUCTS:

(1) To a successor dealership composed of the last person nominated by such principal owner as his successor, together with any other principal and remaining owners named in subparagraphs F(i) and F(iii) (hereafter called "Other Owners") hereof, provided that:

(i) The nomination had been submitted to the Company in writing on the form supplied by the Company with the consent of the Other Owners prior to such death or the occurrence of such incapacity, and

(ii) The Company, upon receipt of the nomination had accepted the nominee as then being qualified (or as capable of becoming qualified in five (5) years), and at the time the notice of termination or nonrenewal is given approves the nominee as then being qualified, to assume full managerial authority for the DEALERSHIP OPERATIONS, which acceptance or approval shall not be unreasonably withheld, and

(iii) The nominee has been named as a manager of, and has been actively participating in the general management of, the Dealer or a satisfactorily performing automotive or comparable retail business for a reasonable period of time prior to the time of the notice of termination or nonrenewal, and

20. *SUCCESSOR TO THE DEALER IN THE EVENT OF DEATH OR INCAPACITY (Continued)*

(iv) The successor dealership, at the time the Interim Agreement is to be offered, has capital and facilities substantially in accordance with Company GUIDES therefor, and

(v) In the event more than one nominee fulfills the above conditions, the Company, in its discretion, shall determine which nominee or nominees, together with the Other Owners, shall compose the successor dealership to which such Interim Agreement shall be offered;

(2) To a successor dealership, in the event that such principal owner has notified the Company in writing that the spouse or another relative or heir of such principal owner shall retain or acquire a financial interest in the successor dealership and the Company has approved such spouse, relative or heir for such financial interest which approval shall not be unreasonably withheld. Such successor dealership shall be composed of such spouse, relative or heir, together with the Other Owners and any nominee or nominees approved and qualified pursuant to subparagraph 20(a) (1) hereof, provided that:

(i) The Other Owners and any nominees and such spouse, relative or heir agree in writing how each of them shall participate in the ownership and management of the successor dealership, and

(ii) Managerial authority and responsibility of the successor dealership shall be vested in a nominee approved and qualified pursuant to subparagraph 20(a) (1) hereof, or in a person or persons who have been named in subparagraph F (ii) of this agreement and have been actually participating in the general management of the Dealer for a reasonable period of time prior to the notice of termination or nonrenewal or in another person or persons qualified to assume managerial authority and responsibility and approved by the Company to be so named, which approval shall not be unreasonably withheld, and

(iii) The successor dealership, at the time the Interim Agreement is to be offered, has capital and facilities substantially in accordance with Company GUIDES therefor;

(3) To a successor dealership, in the event that the deceased or incapacitated principal owner has neither nominated a successor pursuant to subparagraph 20(a) (1) hereof, nor notified the Company of a retained or acquired financial interest pursuant to subparagraph 20(a) (2) hereof, which successor dealership shall be composed of the Other Owners; provided that the Other Owners agree in writing how each of them shall participate in the ownership and management of the successor dealership and the successor dealership fulfills the conditions set forth in subparagraphs 20(a) (2)(ii) and (iii) of this agreement.

20. (b) ***Buy-Out.*** The successor dealership named in such Interim Agreement shall arrange in writing, subject to the approval of the Company which shall not be unreasonably withheld, for one or more persons named in subparagraph F(ii) of the Interim Agreement to have the right to acquire during its term at least a 20% ownership interest in the successor dealership and, if the successor dealership is offered a standard Sales and Service Agreement for

20. SUCCESSOR TO THE DEALER IN THE EVENT OF DEATH OR INCAPACITY (Continued)

COMPANY PRODUCTS at the expiration of the Interim Agreement, to have the right to acquire additional ownership interests therein during the first five (5) years of such standard agreement and, at the end of such five (5) years, to acquire the entire ownership interest therein.

20. (c). ***Term/Continuation.*** Any Interim Agreement offered pursuant to this paragraph 20 shall be in the form in effect between the Company and its authorized dealers in COMPANY PRODUCTS at the time of such offer, and the term of such Interim Agreement shall be for twenty-four (24) months, or such longer term as the Company shall determine to be reasonable to permit the person or persons named in subparagraph F(ii) thereof to acquire a 20% ownership interest in the successor dealership pursuant to subparagraph 20(b) of this agreement, subject to termination during such term as provided in such Interim Agreement. At least ninety (90) days prior to the end of the term of such Interim Agreement, the Company shall determine whether or not the person or persons composing the successor dealership with which such Interim Agreement shall have been executed possess the qualifications with respect to management, capital and facilities necessary to fulfill the responsibilities of an authorized dealer in COMPANY PRODUCTS and, if the Company shall determine that they do possess the same, which determination shall not be unreasonably made, the Company shall offer to such successor dealership, upon the expiration of the term of the Interim Agreement, a standard Sales and Service Agreement for COMPANY PRODUCTS in the form then in effect.

20. (d) ***Limitation of Offer.*** Notwithstanding anything stated or implied to the contrary in this paragraph 20, the Company shall not be obligated to offer an Interim Agreement to any successor dealership if the Company has notified the Dealer in writing prior to such death or physical or mental incapacity that the Company's market representation plans do not provide for continuation of representation from the DEALERSHIP FACILITIES as determined by the Company under paragraph 9 of this agreement. If such market representation plans provide for the relocation of the Dealer to another location, however, the Company shall offer an Interim Agreement subject to the condition that the successor dealership relocate within a reasonable time to such other location in facilities approved by the Company.

20. (e) ***Limitation for Acceptance.*** In the event that the person or persons composing a proposed successor dealership to which any offer of an Interim Agreement or Standard Sales and Service Agreement for COMPANY PRODUCTS shall have been made pursuant to this paragraph 20 shall not accept the same within thirty (30) days after notification to them of such offer, such offer shall automatically expire.

REACQUISITION OF COMPANY PRODUCTS AND ACQUISITION OF THE DEALER'S SIGNS, SPECIAL TOOLS AND EQUIPMENT, AND MAINTENANCE ITEMS

21. Upon termination or nonrenewal of this agreement by the Company, the Dealer may elect as provided in paragraph 23 or, upon termination or nonrenewal of this agreement by the Dealer, the Dealer may demand in his notice of termination or nonrenewal, to have the Company purchase or accept upon return from the Dealer, in return for his general release specified in paragraph 23:

21. (a) ***Vehicles.*** Each unused, undamaged and unsold VEHICLE (together with all factory-installed options thereon) in the Dealer's stock on the effective date of such termination or

21. *REACQUISITION OF COMPANY PRODUCTS AND ACQUISITION OF THE DEALER'S SIGNS, SPECIAL TOOLS AND EQUIPMENT, AND MAINTENANCE ITEMS (Continued)*

nonrenewal, provided such VEHICLE is in first-class salable condition, is of a then current model has not been altered outside the Company's factory, and was purchased by the Dealer from the Company or another authorized dealer in VEHICLES prior to giving or receiving notice of such termination or nonrenewal. The price for such VEHICLE shall be its DEALER PRICE, plus the Company's charges for distribution, delivery and taxes, at the time it was purchased from the Company, less all allowances paid or applicable allowances offered thereon by the Company.

21. (b) ***Genuine Parts.*** Each unused, undamaged and unsold GENUINE PART, and each unopened item of appearance and maintenance materials and paints (hereinafter called "maintenance items") in the Dealer's stock on the effective date of such termination or nonrenewal, provided such GENUINE PART or maintenance item is offered for sale by the Company to authorized dealers in VEHICLES in the Company's then current Parts and Accessories Price Schedules, is in first-class salable condition including reasonably legible and usable packaging and was purchased by the Dealer from the Company or another Company authorized dealer in normal volume prior to giving or receiving notice of such termination or nonrenewal. Notwithstanding the foregoing, the repurchase of such GENUINE PARTS identified by the Company as accessories shall be limited to those so purchased by the Dealer within twelve (12) months preceding such date, or those sold to the Dealer by the Company for use in a VEHICLE that is a current model on such effective date. The price for each such GENUINE PART or maintenance item shall be its DEALER PRICE in effect on the effective date of termination or nonrenewal, less all allowances paid or applicable allowances offered thereon by the Company. The Dealer, at his own expense, shall carefully pack and box such of the eligible GENUINE PARTS and maintenance items as the Company may direct, and the Company shall pay the Dealer an additional five percent (5%) of the DEALER PRICE of the eligible GENUINE PARTS and maintenance items so packaged and boxed.

21. (c) ***Dealer's Signs.*** Each sign at DEALERSHIP LOCATION which bears a trademark or trade name used or claimed by the Company or any of its subsidiaries, is owned by the Dealer on the effective date of termination or nonrenewal, was approved by the Company pursuant to subparagraph 6(a) and, if requested by the Company, is removed by the Dealer at his expense. The price for each such sign shall be its fair market value on such effective date as agreed by the Company and the Dealer, or, if they cannot agree, as determined by a qualified independent appraiser selected by the Company and the Dealer.

21. (d) ***Special Tools and Equipment.*** All special tools and automotive service equipment owned by the Dealer on the effective date of termination or nonrenewal which were designed especially for servicing VEHICLES, which are of the type recommended in writing by the Company and designated as "special" tools and equipment in the applicable CUSTOMER SERVICE BULLETIN or other notice pertaining thereto sent to the Dealer by the Company, which are in usable and good condition except for reasonable wear and tear, and which were purchased by the Dealer within the three (3) year period preceding the effective date of termination or nonrenewal. The price for each special tool and item of automotive service equipment shall be its fair market value on such effective date as agreed by the Company and the Dealer, or, if they cannot agree, as determined by a qualified independent appraiser selected by the Company and the Dealer.

21. *REACQUISITION OF COMPANY PRODUCTS AND ACQUISITION OF THE DEALER'S SIGNS, SPECIAL TOOLS AND EQUIPMENT, AND MAINTENANCE ITEMS (Continued)*

21. (e) ***Procedures, Delivery and Title.*** The Dealer shall return all property to be purchased or acquired by the Company pursuant to this paragraph 21 in accordance with the procedures and timetables then established by the Company, shall deliver such property at the DEALERSHIP FACILITIES unless the Company directs otherwise (in which event the Company shall pay transportation costs to the place of delivery), shall and hereby does warrant good clear title to all such property, and shall furnish to the Company evidence satisfactory to the Company that the Dealer has complied with all applicable bulk sales laws and that such property is free and clear of all claims, liens and encumbrances.

21. (f) ***Payment.*** The Company shall pay the Dealer for the property purchased or acquired by it pursuant to this paragraph 21 within a reasonable time following the Dealer's fulfillment of all of the Dealer's obligations under paragraph 19 and this paragraph 21 subject to the Dealer's tender of a general release as specified in paragraph 23, and further subject to offset ~~of any obligations owing by the Dealer to the Company. If the Company has not paid the Dealer~~ the net amount due the Dealer for such property within a period of two (2) months after the Dealer has fulfilled his obligations under this paragraph 21 and provided the Dealer has fully complied with paragraphs 19 and 23, the Company will, at the Dealer's request, advance the Dealer seventy-five percent (75%) of the estimated amount due the Dealer net of any monies owed to the Company by the Dealer. The Company will pay the balance of such amount as soon as practical thereafter.

21. (g) ***Assignment of Benefits.*** As an assist to the Dealer in effecting an orderly transfer of his assets to a replacement dealer and to minimize possible interruptions in customer convenience and service, in the event of termination or nonrenewal by either party, any rights or benefits with respect to subparagraphs 21(a), 21(b), 21(c) and 21(d), herein may be assigned by the Dealer to anyone to whom the Dealer has agreed to sell the respective property and whom the Company has approved as a replacement for the Dealer. Such assignments will be subject to Dealer's fulfillment of his obligations under paragraph 19 and this paragraph 21 and subject to the Dealer's tender of a general release as specified in paragraph 23.

DEALERSHIP FACILITIES ASSISTANCE UPON NONRENEWAL OR CERTAIN TERMINATIONS BY THE COMPANY

22. (a) ***Dealer Eligibility.*** The Dealer may elect, as provided in paragraph 23, to have the Company assist the Dealer with respect to the Dealer's Eligible Facilities (as herein defined), in return for the Dealer's general release as specified in paragraph 23, upon nonrenewal of this agreement by the Company, or upon termination of this agreement by the Company, for the following reasons:

(1) Because of disagreement among persons named in paragraph F pursuant to subparagraph 17(b) (4) or because of the Dealer's failure with respect to prices or charges, terms or title or trademarks or trade names, or other sums due the Company pursuant to subparagraph 17(b) (6);

(2) Because of the Dealer's nonperformance of his responsibilities set forth in paragraphs 2, 3, 4 or 6 pursuant to subparagraph 17(c);

22. *DEALERSHIP FACILITIES ASSISTANCE UPON NONRENEWAL OR CERTAIN TERMINATIONS BY THE COMPANY (Continued)*

(3) Because of the death or physical or mental incapacity of a principal owner named in subparagraph F(i) pursuant to subparagraph 17(d) providing that a successor dealership is not appointed as provided under paragraph 20;

(4) Because of failure of the Dealer or the Company to be licensed pursuant to subparagraph 17(e); or

(5) At will pursuant to subparagraph 17(f) if this agreement is not for a stated term specified in paragraph G of this agreement.

22. (b) ***Eligible Facilities.*** "Eligible Facilities" are hereby defined as only those DEALERSHIP FACILITIES which are listed in the Dealership Facilities Supplement in effect at the time of such nonrenewal or termination, are approved by the Company pursuant to paragraph 5, are owned or leased by the Dealer and are being used by the Dealer solely for fulfilling his responsibilities under this agreement (or under this agreement and one or more other vehicle sales agreements with the Company which are not renewed or are terminated by the Company at the same time as this agreement) at the time the Dealer received notice of such nonrenewal or termination.

22. (c) ***Company's Obligation.*** Subject to the provisions of subparagraph 22(d) hereof, if neither the Dealer nor the Company can arrange with a third party within ninety (90) days after the effective date of such termination or nonrenewal:

(1) In the case of Eligible Facilities which are owned by the Dealer, either a lease for one year commencing within such ninety (90) days at fair rental value or a sale within such ninety (90) days at fair market value; or

(2) In the case of Eligible Facilities which are leased by the Dealer, either an assignment of lease, or a sublease for one year (or for the balance of the term of the Dealer's lease if that is shorter) commencing within such ninety (90) days at the Dealer's rental rate (or, if the facilities are owned by an affiliate of the Dealer at fair rental value, if that is different);

the Company shall offer either to make monthly payments to the Dealer, commencing with the ninety-first day, pursuant to subparagraph 22(e) hereof, or to make a lump sum payment to the Dealer pursuant to said subparagraph 22(e), or to accept for itself on the ninety-first day such a lease or sale from the Dealer-owner or such an assignment or sublease from the Dealer-lessee.

For the purpose of this subparagraph 22(c), fair market or fair rental value shall mean value based on the use of the facilities in the conduct of DEALERSHIP OPERATIONS. In the event the Dealer and the Company are unable to agree on the fair market or rental value of any Eligible Facilities, such value shall be determined by an independent real estate appraiser selected by the Dealer and the Company.

22. (d) ***Limitations on Company's Obligation.*** The Company's obligation with respect to any Eligible Facilities shall be limited to those expressly set forth in this paragraph 22. The Company shall be released from all obligations with respect to any Eligible Facilities if (1) the Dealer fails to give the Company, within thirty (30) days after the Company shall have sent him a tender of benefits as provided in paragraph 23, a written request for assistance pursuant to this paragraph 22, accompanied by a written representation by the Dealer that the Dealer

22. *DEALERSHIP FACILITIES ASSISTANCE UPON NONRENEWAL OR CERTAIN TERMINATIONS BY THE COMPANY (Continued)*

and each owner named in subparagraph F(i) is, for a period of at least one (1) year, retiring from the business of selling new and used passenger cars and trucks in the general area of the DEALER'S LOCALITY, (2) the Dealer fails to make diligent efforts to obtain from third parties an offer to purchase, lease, sublease or take an assignment of lease described in subparagraph 22(c), or refuses, or within a reasonable time fails to accept, such an offer from a third party; (3) the Dealer does not accept any offer with respect to Eligible Facilities made by the Company in accordance with subparagraph 22(c) within thirty (30) days after receiving it, (4) the Dealer or anyone else occupies such facilities for any purpose for a period of more than ninety (90) days following the effective date of such termination or nonrenewal, or (5) the Company arranges a cancellation of the lease of any leased facilities without cost to the Dealer or the Dealer fails or refuses to execute an agreement covering such cancellation.

22. (e) ***Satisfaction of Company's Obligation.*** The Company may satisfy all of its obligations under this paragraph 22 with respect to any Eligible Facilities by paying to the Dealer (1) if the facilities are owned by the Dealer, the difference, each month for twelve months (or until facilities are sold if that is earlier), between any lesser rentals received by the Dealer for such facilities for such month and the fair rental value of such facilities for such month, or (2) if the facilities are leased by the Dealer, the difference, each month for twelve months (or until the expiration of the lease if that is earlier) between any lesser rentals received by the Dealer for such facilities for such month and the rental paid by the Dealer (or, if the facilities are owned by an affiliate of the Dealer, the fair rental value if that is different) for such facilities for such month, or (3) at the election of the Company, a lump sum equal to the total payments contemplated in items (1) or (2) of this subparagraph 22(e), or such lesser sum as may be agreed upon between the Dealer and the Company, or by paying any lease cancellation cost negotiated by the Dealer or the Company not to exceed the total of the Company's obligations under subparagraphs 22(c) and 22(e).

TERMINATION BENEFITS FULL COMPENSATION; GENERAL RELEASE

23. In the event of termination or nonrenewal of this agreement by the Company, the Company, within thirty (30) days after the effective date thereof, shall submit to the Dealer (1) a written tender of the benefits provided for in paragraph 21 (and in paragraph 22 where applicable) and (2) a form for the Dealer to use to elect either to reject all of such benefits or to accept one or more of them as full and complete compensation for such nonrenewal or termination. The Dealer shall have thirty (30) days after receipt of such form to return the same to the Company evidencing his election. If the Dealer fails to return the form stating such election within such thirty (30) days, the Dealer shall be deemed to have elected to accept such benefits. Upon the Dealer's election to accept any of such benefits, or upon the Dealer's demand of any such benefits upon any termination or nonrenewal by the Dealer, the Company shall be released from any and all other liability to the Dealer with respect to all relationships and actions between the Dealer and the Company, however claimed to arise, except any liability that the Company may have under subparagraph 19(f) and said paragraphs 21 and 22, and except for such amounts as the Company may have agreed in writing to pay to the Dealer. Simultaneously with the receipt of any benefits so elected or demanded, the Dealer shall execute and deliver to the Company a general release with exceptions, as above described, satisfactory to the Company.

DISPOSITION OF THE DEALER'S ASSETS

24. (a) *Company Right to Approve Change in Ownership.*

(1) In view of the nature, purposes and objectives of the Company's Dealer Sales and Service Agreements, and the differences in operating requirements among dealerships of differing sizes and types of markets, the Company expressly reserves the right to select the dealers with whom it will enter into such agreements so as to maintain as high quality a dealer organization as possible.

(2) In the event this agreement is terminated or not renewed by either party or if the Dealer plans to terminate or not renew this agreement, the Company acknowledges that the Dealer has the right to negotiate for the sale of the assets of the Dealer as such price as may be agreed upon by the Dealer and the prospective purchaser. In turn, the Dealer acknowledges that the Company has the right to approve or decline to approve any prospective purchaser as to his character, automotive experience, management, capital and other qualifications for appointment as an authorized dealer in COMPANY PRODUCTS for the DEALERSHIP OPERATIONS involved. Approval by the Company of the prospective purchaser shall not, however, be unreasonably withheld. If, in the opinion of the Company, the price to be paid for such assets appears, on the basis of the average operating results of other dealers, to result in an unsatisfactory return on investment so that such prospective purchaser (1) may not remain as a dealer, or (2) may be impelled to sell COMPANY PRODUCTS at high noncompetitive prices with a probable reduction in sales volume, the Company may, without liability to the Dealer, counsel with such prospective purchaser regarding such opinions.

24. (b) *Company Right of First Refusal to Purchase.*

(1) In the event the Dealer proposes a change in the ownership of 51 percent or more of the stock or transfer by sale or otherwise of the dealership business or its principal assets to any person or entity conditioned upon the Company entering into a Sales and Service Agreement with that person or entity, the Company shall have a Right of First Refusal to Purchase the stock or assets on the same terms and conditions offered or agreed to with such person, regardless of whether the proposed buyer is qualified to be a dealer.

(2) To exercise its Right of First Refusal, the Company must notify the Dealer in writing within thirty days of its receipt of the completed proposal for the proposed sale or transfer.

(3) Upon the Company's request the Dealer shall provide all documents relating to the transfer. The Company shall have the right to inspect the assets, including real estate, before exercising its Right of First Refusal.

(4) The Company's Right of First Refusal under this subparagraph 24(b) may be assigned to any third party ("Assignee"). If there is an assignment, Company will guarantee full payment of the purchase price by the Assignee. The Company shall have the opportunity to discuss the terms of the buy/sell agreement with any potential Assignee, as long as such information is treated confidentially.

DISPOSITION OF THE DEALER'S ASSETS (Continued)

(5) The Company's rights hereunder are binding on and enforceable against any successor in interest of the Dealer or purchaser of the Dealer's assets. When the proposed change of ownership involves a transfer by the Dealer solely to a member or members of his or her immediate family, or to a qualifying member of Dealer management, the Company's Right of First Refusal will not apply. An "immediate family member" shall be the spouse, child, grandchild, spouse of a child or grandchild, brother, sister or parent of the Dealer owner or his or her spouse. A "qualifying member of the Dealer's management" shall be an individual who has been employed by the Dealer in the dealership for at least four years and is otherwise qualified as a dealer operator.

(6) The Company agrees to pay the reasonable expenses, including attorney's fees which do not exceed the usual, customary, and reasonable fees charged for similar work done for other clients, incurred by the proposed new owners and transferee prior to the Company's exercise of its Right of First Refusal in negotiating and implementing the contract for the proposed sale or transfer of the Dealer or Dealer's assets.

(7) Notwithstanding the foregoing, no payment of such expenses and attorney's fees shall be required if the Dealer has not submitted or caused to be submitted an accounting of those expenses within thirty days of the Dealer's receipt of the Company's written request for such an accounting. Such accounting may be requested before the exercise by the Company of its Right of First Refusal.

NEW AGREEMENT

25. The termination or nonrenewal of this agreement by the Company in connection with the offer by the Company of a new sales and service agreement for one or more COMPANY PRODUCTS to the Dealer or the Dealer's successor in interest shall not give rise to the rights and obligations provided in paragraphs 19, 21 and 22 with respect to the COMPANY PRODUCTS included in such new agreement, unless otherwise specified by the Company in writing.

ACKNOWLEDGEMENTS

26. This agreement terminates and supersedes all other agreements concerning the DEALERSHIP OPERATIONS and constitutes the entire agreement between the parties with respect to the subject matter hereof. Each party acknowledges that, except as expressly set forth herein, no representation, understanding or presumption of law or fact has been made or relied upon (1) which has induced the execution of this agreement or would in any way modify any of its provisions, or (2) with respect to the effectiveness or duration of this agreement or the sales or profit expectancy of the DEALERSHIP OPERATIONS. The Dealer further acknowledges that he has voluntarily entered into this agreement without coercion or intimidation or threats thereof from the Company, and that each of its provisions is reasonable, fair and equitable.

NO IMPLIED WAIVERS

27. Except as expressly provided in this agreement, the waiver by either party, or the failure by either party to claim a breach, of any provision of this agreement shall not constitute a waiver of any subsequent breach, or affect in any way the effectiveness, of such provision.

RELATIONS AFTER TERMINATION NOT A RENEWAL

28. In the event that, after termination or nonrenewal of this agreement, either party has any business relations with the other party with respect to any COMPANY PRODUCT, such relations shall not constitute either a renewal of this agreement or a waiver of such termination or nonrenewal, but all such relations shall be governed by terms identical with the provisions of this agreement unless the parties execute a new and different agreement.

LIMITATION OF THE COMPANY'S LIABILITY

29. This agreement contemplates that all investments by or in the Dealer shall be made, and the Dealer shall purchase and resell COMPANY PRODUCTS, in conformity with the provisions hereof, but otherwise in the discretion of the Dealer and the Dealer's owners. Except as herein specified, nothing herein contained shall impose any liability on the Company in connection with the DEALERSHIP OPERATIONS or otherwise or for any expenditure made or incurred by the Dealer in preparation for performance or in performance of the Dealer's responsibilities under this agreement.

NOTICES

30. Any notice required or permitted by this agreement, or given in connection herewith, shall be in writing and shall be given by personal delivery or by first-class or certified or registered mail, postage prepaid. Notices to the Company shall be delivered to or addressed to the District Sales Manager of the area in which the Dealer is located except notices given by the Dealer either to the Policy Board or pursuant to the Arbitration Plan. Notices to the Dealer shall be delivered to any person designated in paragraph F(ii) of this agreement or directed to the Dealer at the Dealer's principal place of business as decribed herein.

AMENDMENT

31. Notwithstanding anything in this agreement to the contrary, the Company shall have the right to amend, modify or change this agreement in case of legislation, government regulation or changes in circumstances beyond the control of the Company that might affect materially the relationship between the Company and the Dealer.

MICHIGAN AGREEMENT

32. This agreement has been signed by the Dealer and sent to the Company in Michigan for final approval and execution and has there been signed and delivered on behalf of the Company. The parties intend this agreement to be executed as a Michigan Agreement and to be construed in accordance with the laws of the State of Michigan.

CONFLICT WITH STATUTE

33. If performance under this agreement is illegal under a valid law of any jurisdiction where such performance is to take place, the performance will be modified to the minimum extent necessary to comply with any such law as was effective on the date of execution of this agreement.

Server Name : AWS Production- Claims loaded through 21-JUN-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTSX21Y36[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	408052166324
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YH - 6.8L 3V EFI NA V10 GAS
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA - ##########	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA - ##########	**Prod Date:**	06-SEP-2005

SALE INFORMATION:

Region:	NA - ##########	**Selling Dealer:**	124515 - *
Country:	USA - ##########	**Selling Dlr St/Prov:**	FL
		Buyer St/Prov:	*
Arrival Date:	14-SEP-2005	**Red Carpet Lease:**	*
Sale Date:	23-SEP-2005	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	23-SEP-2005	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	23-SEP-2005	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

1---------2---------3---------4---------5---------6---------7---------8---------9---------0

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	S
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAMD - 4.10 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BD - DRIVER LARGE HEAD/LONG ARM MIR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5A	**Paint:**	PNEVB - DARK TOREADOR C/C WATER BASED
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AF - ELECTRONIC AM/FM/STRO/CLOCK
Calibration Code:	6F718P0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AP - Continental
Delivery Type:	E	**Tire Brand:**	431VUB - Contitrac 121/118S
Driveshaft Code:	D	**Tire Size:**	D3KBK - LT245/75/R17E A/S BSW
Front Seat:	T/E - SEAT-FULL BENCH	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5431VUB1805	**RF:**	P5431VUB1905
LR:	P5431VUB1905	**RR:**	P5431VUB1905
LI:	*	**RI:**	*

SPARE: P5431VUB3305 **DOT Plant Manufacturer:** P5 - GENERAL POPO S.A. ; SAN LUIS POTOSI ; S.L.P. ; MEXICO

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAB - DGAAB
Emission Cert Type:	*
Emission Decal Suffix:	NAS
Engine Family:	6FMXK068RF2

Any comments? You can contact



webmaster

Server Name : AWS Production- Claims loaded through 21-JUN-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 25-JUN-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 21-JUN-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21Y36E[redacted]7		T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/YH	06-09-05	23-09-05	124515	USA	8	5R02	*	3600	*	S11	S11	V44	D50	42

AWS Claim Key: 928781 **Doc #:** 194715A **Trx Code:** 1 **Labor Hrs:** 2.2 **Labor Cost:** 192.32 **Material Cost:** 0 **Total Cost:** 192.32
Dlr Cd-Sub Cd: 04944-* **Name:** MCCOTTER FORD - MERCURY **Ph:** 321-2672112 **St:** FL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-MAY-2006 **DIST(Mile):**4762
Cust Comments: CUSTOMER STATES THE TRUCK SHAKES TO THE POINT OF ALMOST LOOSING CONTROL IF DRIVEN OVER UNEVEN PAVEMENT AT 50MPH +
Tech Comments: 4802 42 STEERING WHEEL SHAKES 052201A 2.2 TSB 05 22 01 PERFORM INSPECTION AND ADJUST MESHLOAD

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21Y36E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/YH	06-09-05	23-09-05	124515	USA	10	5G02	5C3Z	3B440	EEE	S13	S10	V89	C50	42

AWS Claim Key: 1382175 **Doc #:** 196777A **Trx Code:** 1 **Labor Hrs:** 2.3 **Labor Cost:** 165.5 **Material Cost:** 19.96 **Total Cost:** 185.46
Dlr Cd-Sub Cd: 04944-* **Name:** MCCOTTER FORD - MERCURY **Ph:** 321-2672112 **St:** FL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-JUL-2006 **DIST(Mile):**7672
Cust Comments: CUSTOMER STATES WHEN DRIVING OVER UNEVEN PAVEMENT AT HIGHWAY SPEEDS THE TRUCK BECOMES UNCONTROBALE
Tech Comments: 7679 42 STEERING VIBRATION OVER UNEVEN PAVEMENT W LOWER CASTER ON BOTH SIDE INSTALL CAMBER PLUGS RESET CASTER AND CAMBER ON BOTH SIDES SET TOE LOWER CASTER 1.0 LOWER ON BOTH SIDES.

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21Y36E[redacted]F7		T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/YH	06-09-05	23-09-05	124515	USA	17	5G02	8C3Z	3049	A	S13	S10	V89	N24	42

AWS Claim Key: 2957363 **Doc #:** 204214A **Trx Code:** E84 **Labor Hrs:** 2.2 **Labor Cost:** 158.31 **Material Cost:** 90.71 **Total Cost:** 249.02
Dlr Cd-Sub Cd: 04944-* **Name:** MCCOTTER FORD - MERCURY **Ph:** 321-2672112 **St:** FL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-FEB-2007 **DIST(Mile):**9682
Cust Comments: CUSTOMER STATES THE TRUCK SHAKES UNCONTROLABLY WHEN DRIVING OVER UNEVEN PAVEMENT AT HIGHWAY SPEEDS
Tech Comments: 9692 42 STEERING SHAKES W DIAG REPLACE RIGHT UPPER BALL JOINT 4X4

Any comments? You can contact



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Attorneys for Plaintiffs

FILED
Butte County
Superior Court
SEP 28 2007
Sheryl Strickland Clerk
By: C. LOZANO Deputy
FILED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

[redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY, and DOES 1 through 10, inclusive,

Defendants.

Case No. [redacted]

COMPLAINT FOR RESTITUTION AND DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

FAX Filing

Plaintiffs, [redacted] allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are informed and believe, and thereon allege, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of Butte.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiffs at this time and therefore plaintiffs sue those defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

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3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times mentioned in this complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, plaintiffs are informed and believe and thereon allege that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about April 4, 2006, plaintiffs purchased a new 2006 Ford F-350 Crew Cab 4x4 Truck, Vehicle Identification Number: 1FTWW33P16E[redacted]

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes "consumer goods" used, bought or leased primarily for personal, family or household purposes and plaintiffs have used the vehicle primarily for said purposes.

6. Plaintiffs are a "buyer" of consumer goods under the Act.

7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

8. Defendant FORD MOTOR COMPANY offered an "express warranty" under the Act.

9. The sale of the aforementioned vehicle to plaintiffs was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to plaintiffs was also accompanied by defendant FORD MOTOR COMPANY's implied warranty of fitness.

10. The subject vehicle has suffered from serious defects and non-conformities to warranty, including, but not limited to, repeated failure of the engine system manifested by loss of power, rough idle, activation of the "CHECK ENGINE" warning light, and emission of smoke from the engine. The foregoing defects and non-conformities to warranty manifested themselves within the applicable express warranty period.

11. Plaintiffs delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned non-conformities on numerous occasions.

12. Defendant has been unable and/or has refused to conform plaintiffs' vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned non-conformities substantially impair the use, value and/or safety of the subject vehicle to plaintiffs.

13. Notwithstanding plaintiffs' entitlement, defendant refused to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiffs are entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiffs prior to discovery of the non-conformities.

17. Plaintiffs are entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

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WHEREFORE, plaintiffs pray for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;

2. For actual compensatory and general damages according to proof at time of trial;

3. That such actual, compensatory and general damages be doubled and awarded to plaintiffs as a civil penalty;

4. Prejudgment interest from date of rescission;

5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: September 26, 2007

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiffs

By: [redacted]
DEBORAH L. HOROWITZ

SRM CONTRACTING

61 LUMBERJACK LN

YANKEE HILL CA 95965

OROVILLE FORD LINCOLN MERCURY
1725 MONTGOMERY STREET
OROVILLE, CA 95965
(530) 533-3313
BAR#: AA243153 EPA#: CAL000301947

*** REPRINT ***

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
02/07/07	06	FORD	F350	1FTWW33P16E[redacted]	[redacted]	35982	35888	5355

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV DATE
04/04/06	02/09/07	16	00:00		85.00	01	06/05/07

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
[redacted]		[redacted]		Z1 WHITE 2

========== REPAIR LINE 001 ==========

CUSTOMER STATES WHILE AT HIGHWAY WHEN GOING OVER BUMPS CAN FEEL MAJOR SHIMMEY IN STEERING WHEEL CHECK AND ADVISE
FRONT TIRES ARE WORN ON EDGES RECOMEND 2 NEW TIRES AND RETEST CUSTOMER REQUESTED INSTALL 6 NEW TIRES INSTALLED 6 NEW TIRES BALANCED AND ROAD TESTED ALL OK AT THIS TIME
Bill Code - C
REPAIR R/R TIRES

		40 M A	
		Total Labor	50.00
FD 9001 / 7486361/89	LT245/75R	6	50.00
		Total Parts	1115.70
			1115.70

MISCELLANEOUS:
TIRE TAX - 5 TIRES
Bill Code - C PO Number .

	8.75
Total Misc	8.75
Total Line	1174.45

Payment Type - [redacted]

OUR SERVICE WORK IS GUARANTEED FOR 90 DAYS OR 4,000 MILES. IF OUR REPAIR OR REPLACEMENT FAILS IN NORMAL SERVICE WITHIN THAT PERIOD, WE WILL FIX IT FREE OF CHARGE, PARTS AND LABOR. NOT TRANSFERABLE. THANK YOU FOR BRINGING YOUR CAR TO OROVILLE FORD LINCOLN MERCURY FOR SERVICE AND REPAIRS.

"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary."

WARNING: THIS FACILITY CONTAINS ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR REPRODUCTIVE HARM.
CALIFORNIA STATE AND SAFETY CODE 25249.6

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the said products. Buyer shall not be entitled to recover from the seller any consequential damages, damage for loss of use, loss of time, loss of profit or income, or any other inconsequential damages.

CUSTOMER SIGNATURE

>

LABOR AMOUNT	50.00
PARTS AMOUNT	1115.70
MISC. SALES	8.75
MATERIALS	
TOTAL CHARGE	1174.45
DEDUCTIBLE	
SALES TAX	80.89
OTHER PAY	
CUSTOMER PAY	1255.34



IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY, PENNSYLVANIA
CIVIL DIVISION

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiff, [redacted] an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, [redacted], Scranton, PA [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at this address.

BACKGROUND

3. On or about April 04, 2005, Plaintiff purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNF21595E[redacted]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $33,200.00.

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. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal, defective, dangerous and distracting vibration over bumbs and vehicle pulls all over roadway.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Tom Hesser 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.

15. On or about April 04, 2005, 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.

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

17. 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 purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. 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.

19. 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.

20. 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.

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

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

23. 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.

24. 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.

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

26. 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).

27. 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

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

29. 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).

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

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

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

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

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

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

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

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

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

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

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

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

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. 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

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

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

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

48. 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."

49. 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.

50. 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.

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

52. 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.

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

54. 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 Twenty Five Thousand Dollars ($25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

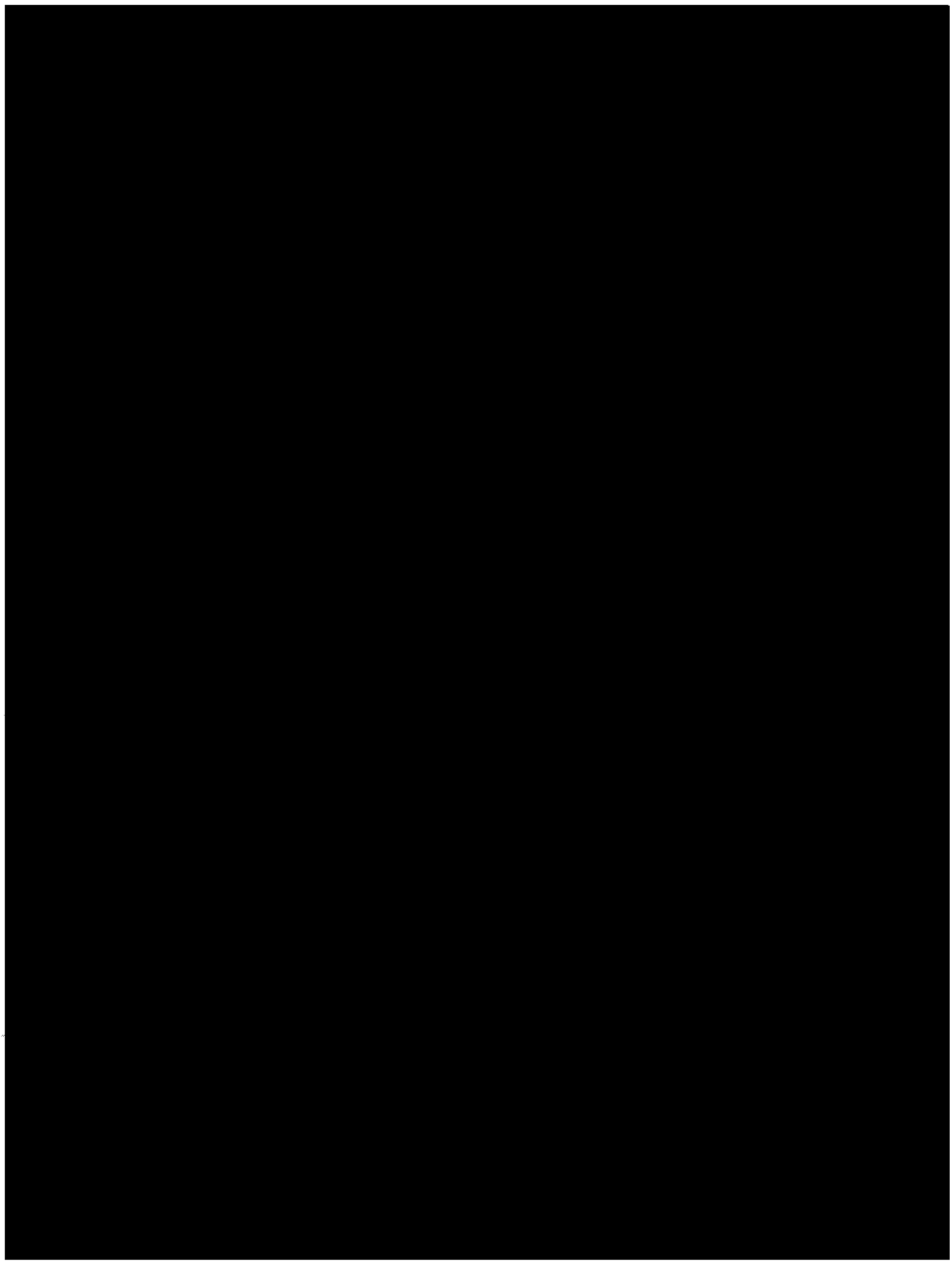
KIMMEL & SILVERMAN, P.C.

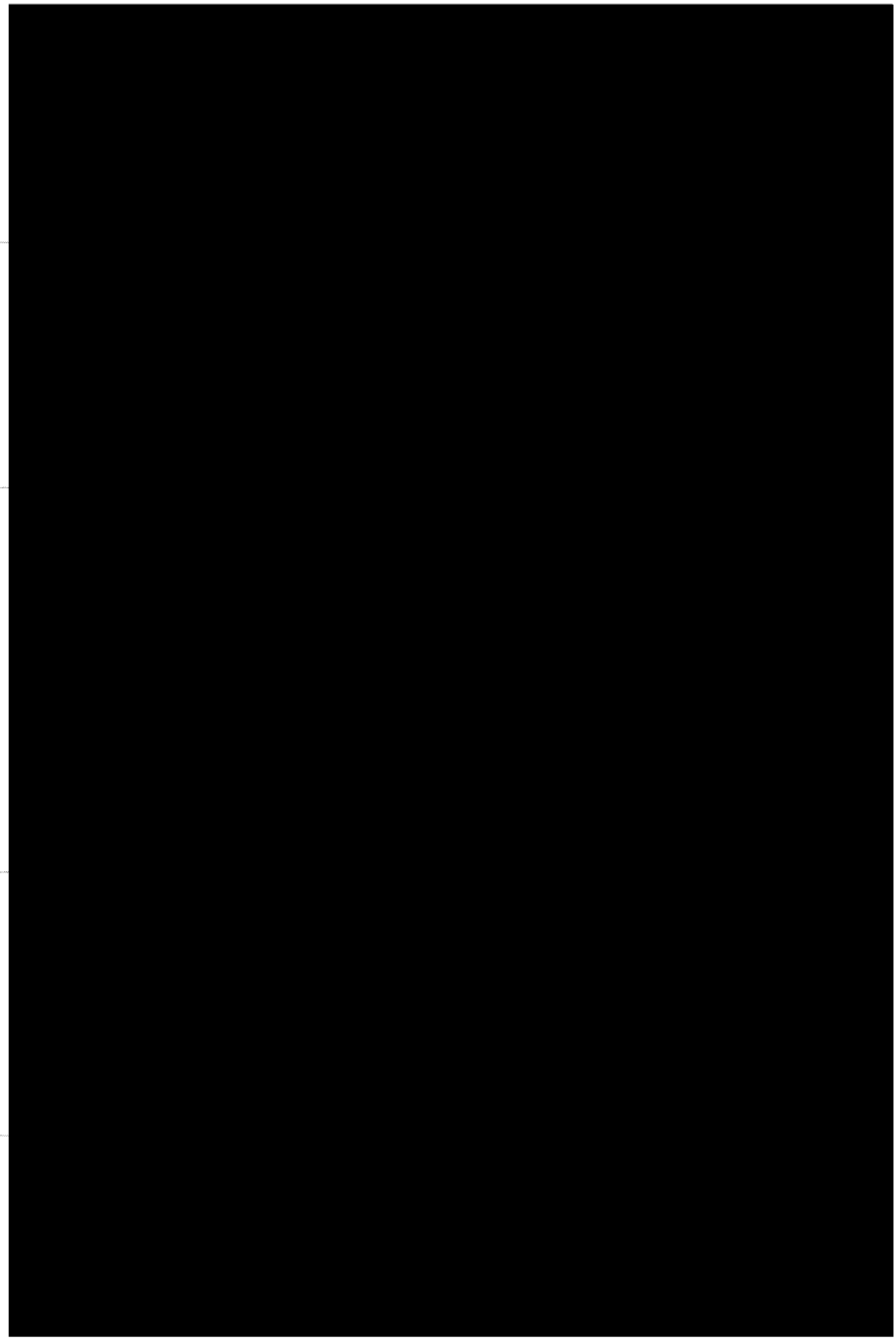
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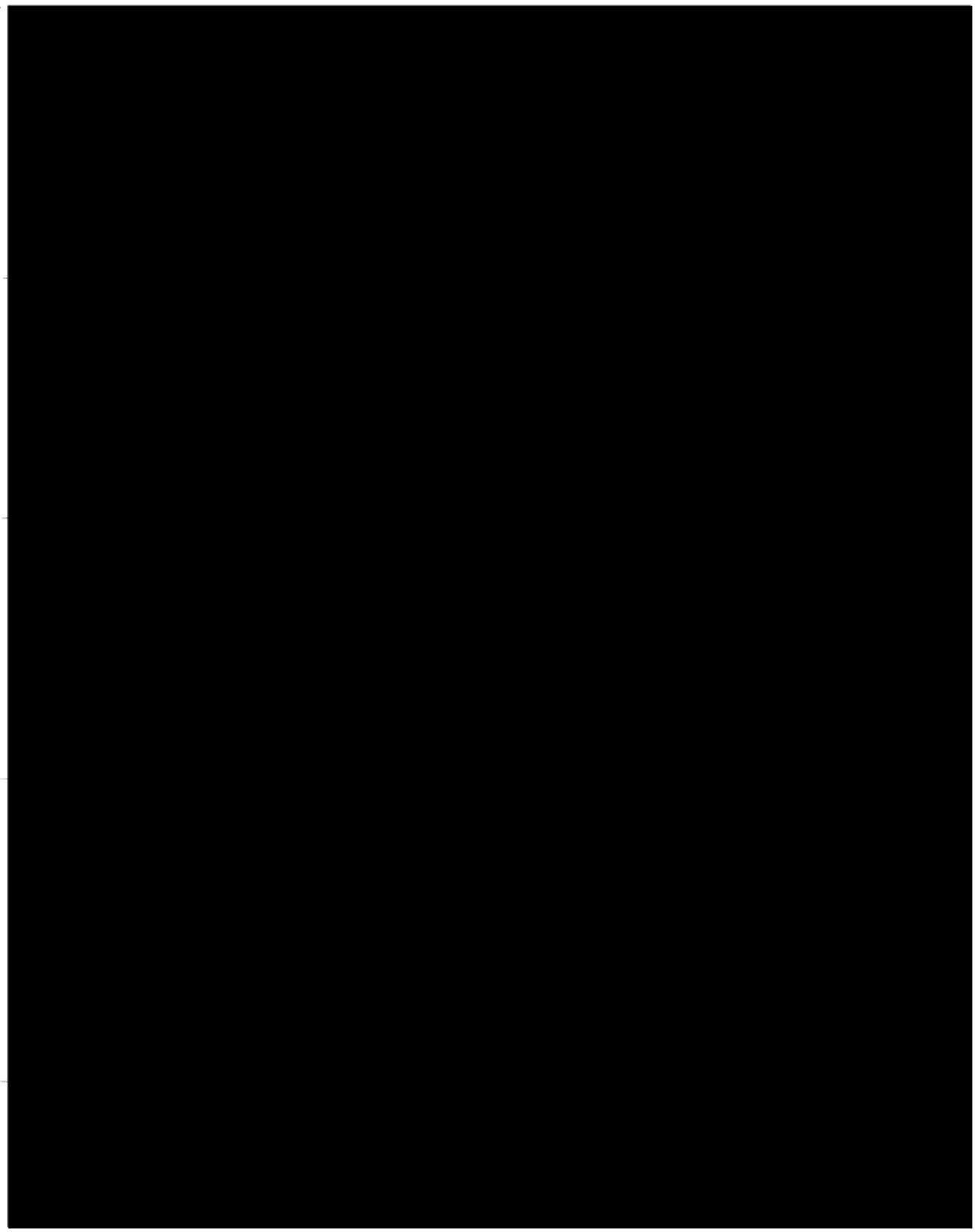
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Craig Thor Kimmel, Esquire
Robert A. Rapkin, Esquire

Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002







Server Name : AWS Production- Claims loaded through 03-OCT-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTNF21595E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2005	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	202050531541
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/WX - MOD 5.4L-3V SOHC GAS/ESSEX
Inv. Dealer:	*	**Body Cab Style:**	- SINGLE CAB (REGULAR CAB)	**Transmission:**	T/TQ - 5 SPD AUTO TRANS NAAO 5R110W
Vehicle Status Code:	800	**Version/Series:**	T/BD - 250 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA	**Prod Date:**	11-MAR-2005

SALE INFORMATION:

Region:	NA	**Selling Dealer [code]:**	SCRANTON FORD [116101 - *]
Country:	USA	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*

Arrival Date:	21-MAR-2005	**Red Carpet Lease:**	*		
Sale Date:	05-APR-2005	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	05-APR-2005	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	05-APR-2005	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

--0
51

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	5A	**GVW Class Code:**	N
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	AA	**Paint:**	PNKLW - TRUE BLUE CC WB
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	5F714D0A	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	0	**Tire Brand:**	AHDP21 - Rugged Trail T/A 106R
Driveshaft Code:	*	**Tire Size:**	D3KCE - LT265/70/R17E A/T BSW
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M3AHDP213504	**RF:**	M3AHDP213504
LR:	M3AHDP213404	**RR:**	M3AHDP213504
LI:	*	**RI:**	*

SPARE: M3AHDP21???? **DOT Plant Manufacturer:** M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAC - DGAAC
Emission Cert Type:	5
Emission Decal Suffix:	MFG
Engine Family:	5FMXK054SF5

Any comments? You can contact



webmaster

Server Name : AWS Production- Claims loaded through 03-OCT-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 04-OCT-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 03-OCT-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTNF21595E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	11-03-05	05-04-05	116101	USA	5	*	*	*	*	SXX	SXX	V00	*	*

AWS Claim Key: 1764447 **Doc #:** 505138A **Trx Code:** 05S33 **Labor Hrs:** .2 **Labor Cost:** 12.81 **Material Cost:** 3.54 **Total Cost:** 16.35
Dlr Cd-Sub Cd: 09138-* **Name:** TOM HESSER FORD, LLC **Ph:** 570-3475611 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 18-AUG-2005 **DIST(Mile):** 4996
Cust Comments: CUSTOMER STATES RECALL 05S33
Tech Comments: FUEL LINE CLIP INSTALL FUEL LINE RETAINER CLIP

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTNF21595E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	11-03-05	05-04-05	116101	USA	11	7F02	YF1Z	17528	AB	S06	S07	V15	W05	42

AWS Claim Key: 3849184 **Doc #:** 508927A **Trx Code:** 1 **Labor Hrs:** .2 **Labor Cost:** 12.81 **Material Cost:** 23.66 **Total Cost:** 36.47
Dlr Cd-Sub Cd: 08169-* **Name:** SCRANTON FORD **Ph:** 570-3475611 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 28-FEB-2006 **DIST(Mile):** 9551
Cust Comments: CUSTOMER STATES WIPERS DO NOT CLEAN WINDSHIELD PROPERLY
Tech Comments: REPLACED WIPER BLADES FOR STREAKING

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTNF21595E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	11-03-05	05-04-05	116101	USA	17	5N01	5C3Z	3E651	CA	S13	S10	V89	N24	42

AWS Claim Key: 5488858 **Doc #:** 511898A **Trx Code:** E84 **Labor Hrs:** 3.7 **Labor Cost:** 246.24 **Material Cost:** 23.76 **Total Cost:** 270
Dlr Cd-Sub Cd: 08169-* **Name:** SCRANTON FORD **Ph:** 570-3475611 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 03-AUG-2006 **DIST(Mile):** 13508
Cust Comments: CUSTOMER STATES VEHICLE HAS A VERY BAD FRONT AND BACK SHIMMEY SHAKES SO BAD NEEDS TO BE PULLED OFF THE ROAD
Tech Comments: PREFORMED TSB AS PER FORD

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTNF21595E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	11-03-05	05-04-05	116101	USA	27	5N01	8C3Z	3E651	C	S13	S10	V89	N25	42

AWS Claim Key: 8095734 **Doc #:** 518038A **Trx Code:** E84 **Labor Hrs:** 1.4 **Labor Cost:** 96.25 **Material Cost:** 69.88 **Total Cost:** 166.13
Dlr Cd-Sub Cd: 08169-* **Name:** SCRANTON FORD **Ph:** 570-3475611 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 07-JUN-2007 **DIST(Mile):** 22203
Cust Comments: CUSTOMER STATES VEHICLE IS SHAKING REAL BAD AT HIGHWAY SPPEEDAS ONCE HE HITS 70 MPH AND HITS A BUMP SHAKES BAD
Tech Comments: VERIFED COMPLAINT CHECKED TIRE PRESSURE AND SET CONCERN STILL PRESENT PERFORMED TSB 07 10 10 REPLACED STEERING DAMPER

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTNF21595E[redacted]	F7	T/F7	F	T/BB	T/BD	T/E	A1	T/TQ	T/WX	11-03-05	05-04-05	116101	USA	29	7P01	4C3Z	13K359	AAA	S09	S09	V17	L30	42

AWS Claim Key: 8368159 **Doc #:** 519381A **Trx Code:** E83 **Labor Hrs:** .7 **Labor Cost:** 48.13 **Material Cost:** 57.43 **Total Cost:** 105.56
Dlr Cd-Sub Cd: 08169-* **Name:** SCRANTON FORD **Ph:** 570-3475611 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-AUG-2007 **DIST(Mile):**23106
Cust Comments: TUNING SIGNAL SWITCH INOP CHECK ORDERED SWITCH
Tech Comments: CHECKED TURNING SIGNAL SWITCH FOUND TO BE INOP REPLACED SWITCH

1FTNF21595E[redacted] F7 T/F7 F T/BB T/BD T/E A1 T/TQ T/WX 11-03-05 05-04-05 116101 USA 29 6Y20 * MISC * SXX SXX V00 A98 82
AWS Claim Key: 8533023 **Doc #:** 519423A **Trx Code:** P01 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 425
Dlr Cd-Sub Cd: 08169-* **Name:** SCRANTON FORD **Ph:** 570-3475611 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-AUG-2007 **DIST(Mile):**23107
Cust Comments: AWA ASSISTANCE FOR RENTAL
Tech Comments: FORD TO REIMBURSE CUSTOMER FOR RENTAL

Any comments? You can contact

webmaster



DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiffs
Identification No. 53084
1301 Grant Bldg.
310 Grant Street
Pittsburgh, PA 15219
(412) 894-7004

[redacted]	: COURT OF COMMON PLEAS
Warren, PA [redacted]	:
	: ALLEGHENY COUNTY
vs.	:
	:
	:
FORD MOTOR COMPANY	:
c/o CT CORPORATION	:
1515 Market Street	:
Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing a[redacted] Warren, PA [redacted]

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

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about March 28, 2006 Plaintiff purchased a new 2006 Ford F350 manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTWX31P66E[redacted] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $39,085.95.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective suspension and a vibration.

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

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and

repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

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

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I

PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

31. Plaintiff uses the subject product for personal, family and household purposes.

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

33. Defendant failed to make effective repairs.

34. 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.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited

to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: [redacted]
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

1089 MARKET STREET, N. WARREN PA. 16365 (814) 723-5400

"Your Home Town Dealer Where Ever You Are"

18444

PLEASE ENTER MY ORDER FOR THE FOLLOWING
XX NEW or ☐ USED ☐ DEMO ☐ CAR XX TRUCK PRIOR USE:

DATE 03/28/2006

YR 2006 MAKE FORD TRUCK MODEL F350 S-CAB 4X4 TYPE STYLESIDE

COLOR SILVER CC | TRIM MED FLINT | MILEAGE 15

VIN 1FTWX31P66E [redacted]

STOCK NO [redacted] | SALESMAN ANTHONY T VAVALA | TO BE DELIVERED ON OR ABOUT 03/28/2006

NAME [redacted]

ADDRESS [redacted]

CITY N WARREN PA [redacted] STATE [redacted] ZIP [redacted]

PHONE [redacted]

SOC. SEC. NO. [redacted] | AGE | DATE OF BIRTH

DESCRIPTION OF TRADE IN

YR 2004 MAKE FORD MODEL F350 4X4 S/C TK TYPE

COLOR WHITE | TRIM LARIET | MILEAGE 3024

VIN 1FTSW31P84E [redacted]

[redacted] EXP. DATE 11/30/2006

[redacted] LOAN # [redacted]

LIENHOLDER NATIONAL CITY | PHONE

ADDRESS | SPOKE WITH

AMOUNT 32779.03 | GOOD TILL 03/30/2006 | VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT GARRISON SIMONSON | PHONE (814)723-2300

ADDRESS PA AVE W WARREN PA 16365

POLICY NUMBER [redacted] | COLLISION DEDUCTIBLE

INSURANCE CO FIREMENS INSURANCE CO | SPOKE WITH

EFFECTIVE DATE 09/27/2005 | EXP. DATE 09/27/2006 | VERIFIED BY

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.

☐ AS IS - This mo[redacted]ser will bear the en[redacted]r in the vehicle.

PURCHASER'S SIGNATURE X [redacted]

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

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

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause

PRICE OF VEHICLE	44945.00
LESS REBATE-	6000.00
ADJUSTED PRICE	38945.00
EXTENDED WARRANTY TYPE API	N/A
MONTHS N/A MILES N/A	
Cash Price of Vehicle & Accessories	38945.00
Sales Tax	N/A
REGISTRATION N/A TITLE 22.50 TRANSFER 5.00 ENCUMBRANCE 5.00	33.50
Documentary Fee	55.00
ONLINE REG FEE XXXXXXXXXX Messenger Fee	15.45
DEALER ONLINE REG FEE XXXXXXXXXX Notary Fee	5.00
OTHER CHARGES PA TIRE TAX	5.00
	N/A
	N/A
Total Price	39058.95

TOTAL CREDIT

	Trade-In	39058.95
*Payoff Amount Is Subject To Verification	Less Payoff *	32779.03
	Net Trade In	6279.92
	Deposit	N/A
	Cash on Delivery	N/A
Net Trade + Deposit + Cash on Delivery =	Total Down Payment	6279.92
NORTHWEST SAVINGS BANK	Unpaid Balance of Total Price	32779.03

Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer may cancel this contract and receive a full refund a[redacted]y an authorized dealer representative by giving written notice of cancellation to the dealer.

Purchaser by hi[redacted]erms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE X [redacted] 8/2006 ACCEPTED BY _____ DATE 03/28/20

DEALER OR HIS AUTHORIZED REPRESENTATIVE

FORM PAA-910701

Oct 08 07 03:49p Robert Hoffner 814-726-4006 p.5

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: NOV 30, 2007 **VALID: 11/16/06**

PLATE: [redacted]
TITLE:
VIN: 1FTWA31P66E[redacted]
YR/MAKE: 2006 FORD
TYPE: TK
WID: 06320 3902 102492-001

REG. GROSS WT: 09000

UNLADEN WEIGHT: 06912
CLASS: 03

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

[redacted]
NORTH WARREN PA
[redacted]

Change your address online at: www.state.pa.us Pa Keyword **"DMV"**

[redacted]

08/20/2007
08:18:52

SUMMARY HISTORY DISPLAY

3030
PAGE 1

CUSTOMER NAME [redacted]
TOTAL R/O'S [redacted] TOTAL SERV. DAYS 128 SERIAL NO. 1FTWX31P66E[redacted]
MAKE FT FORD TRUCK

LN#	RO.NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
1	[redacted]	07/16/2007	6075	A	219			
				T	212	1	W 45FOZ	*STEERING/SUSPEN
2	[redacted]	06/01/2007	4970	A	219			
				T	244	1	C 00FOZINSPECT	STATE INSPECTION
				T	244	2	C 99FOP	MULTI-POINT INSP
				T	244	3	C 00FOZGBK	BRAKES 8-14/32
				T	244	4	C 00FOZGTIRE	TIRES 7-18/32
				T	244	5	C 99FO1	CHECK TIRES
				T	244	6	C 99FO2	CHECK FLUIDS
				T	244	7	C 99FO3	CURTESY WASH
				T	244	8	I 46FOZ	WHEELS/TIRES
3	[redacted]	01/18/2007	2613	A	219			
				T	212	1	W 47FOZ12	VIBRATION
4		09/14/2006	2049	A	219			
				T	212	1	W 47FOZ12	VIBRATION
5		07/20/2006	1489	A	219			
				T	208	1	W 47FOZ12	VIBRATION
				T	304			
6		04/13/2006	292	A	219			
				T	212	1	C 47FOZ12	VIBRATION
				T	212	2	C 98FOZ01	GENERAL BODY MEC
7		02/13/2006	5	A	227			
				T	387	1	I 75FOZ01	PDI

Oct 08 07 03:49p Robert Hoffner 814-726-4006 p.4

Customer Name: [redacted]

Case Number: FRD0749479

First Repair Attempt (any reported problem) Date: 4/13/06 Mileage: 0 292
Last Repair Attempt (last reported problem) Date: 7/16/07 Mileage: 6075
Total Days out of Service: 20 ?

Problems – describe each symptom (List primary problem first)	Current? (Yes or No)	Servicing Dealer(s)	Repair Date	Mileage on Date	Days Out of Service
Vibration	Yes	Midtown Motors	4/13/06	292	
Vibration	Yes	Midtown Motors	7/20/06	1489	
Vibration	yes	Midtown	9/14/06	2049	
Vibration	yes	Midtown	1/18/07	2613	
Vibration	yes	Midtown	7/16/07	6075	

If you need additional space, please attach a separate sheet of paper following the above outline.

All Action Details for Issue

Print

VIN: 1FTWX31P66E[redacted] **Year:** 2006 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]

Name: [redacted] **Owner Status:** Original **WSD:** 2006-03-30

Symptom Desc: STRG/HANDLING VIB./SHIMMY ACCELERATION/DECEL

Primary Phone: [redacted]

Reason Desc: DSB - APPLICATION REQUEST

Secondary Phone: [redacted]

Issue Type: 04 REGION **Issue Status:** CLOSED

Initial Customer Contact: 08/03/2007

Action: ADVISE CUST INFO HAS BEEN DOCUMENTED AND DSB APP IS BEING SENT

Dealer: 00733 WARREN MIDTOWN MOTORS INC **Origin Desc:** US CONCERN CASE BASE

Odometer: 6000 MI **Comm Type:** PHONE

Analyst Name: JENNIFER WILLINGHAM (JWILLIN7) **Analyst:** JWILLIN7

Action Date: 08/02/2007 **Action Time:** 10.32.51.409 **Action Data:** No

Comments CUSTOMER SAID: -HAVING PROBLEMS WITH THE FRONT END1. SHIMMY IN THE FRONT END-HAS HAD VEH IN SHOP MANY TIMES-I DON'T THINK IT CAN BE FIXED-I FEEL VEH IS A LEMON-SEEKING INFORMATION ON THE LEMON LAW-THIS IS THE WORST TRUCK I HAVE EVER OWNED-THE DLRSHP HAS BEEN GREAT AND I GUESS THEY CAN'T FIGURE IT OUTDEALER SAID: WARREN MIDTOWN MOTORS INC 1089 MARKET STREET NORTH WARREN, PA 16365TEL:(814) 723-5400FAX:(814) 723-0204-DLR NOTE'S IN CRC ADVISEDCRC ADVISED: AT YOUR REQUEST I AM INITIATING THE MAILING OF A DRP (DISPUTE RESOLUTION PROGRAM) APPLICATION FOR YOU IN CASE YOU DECIDE TO INITIATE THAT PROCESS. I AM ALSO SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THAT THEY MAY REVIEW THE SITUATION. YOU WILL BE CONTACTED BY A CUSTOMER CARE SPECIALIST TO DISCUSS YOUR CONCERNS. ADDITIONAL INFORMATION ON THE DRP PROCESS CAN BE FOUND IN THE CUSTOMER ASSISTANCE SECTION OF YOUR OWNERS MANUAL. NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING.-DLR NOTE'S--SPOKE TO RANDY SM AT DLRSHP-JULY 16TH 2007 AT 6075 MILES CONCERN WITH SHIMMY AND PERFORMED A TSB AND NEW STABILIZER SHOCK-JULY 18TH 2007 AT 2613 MILES INDEXED TIRES AND REPLACED DRIVE SHAFT

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00733 WARREN MIDTOWN MOTORS INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 6000 MI **Comm Type:** PHONE

Analyst Name: PIMENTEL OSCAR **Analyst:** OPIMENTE

Action Date: 08/03/2007 **Action Time:** 09.43.36.459 **Action Data:** No

Comments = OBC TO DLR SPOKE TO RANDY PARTS AND SERVICE DIRECTOR=SM STATES THAT THE CUST IS HAVING A VIBRATION ISSUE THAT THEY BELIEVE IS NORMAL ROAD VIBRATION=RANDY STATES THAT THEY PERFORMED TSB FOR ROAD FORCE BALANCE TSB #05-17-06 , TSB 05-22-01 FOR SETTING CASTER TO DESIRE SPECS=07-04-5 FOR USING THE ROAD FORCE MACHINE.=WHEN SM PERFORMED 07-04-5 THEY HAD TO RE-INDEX THE TIRE ON THE WHEEL.=OBC TO CUST=CUST STATES THAT THE DLRSHP HAS BEEN GREAT TO HIM BUT THEY JUST CANT FIX THE ISSUE=VEH SHIMMY AT 45MPH =CUST STATES THAT IF HE HITS A BUMP THE STEERING WHEEL WOBBLES AND IT TAKES A WHILE TO STOP.=CUST STATES THAT HE WANTS TO GO LL BECAUSE HE IS SICK OF TRYING TO HAVE THE VEH REPAIRED.=REP ADVISED CUST THAT I HAVE ASKED THE DLRSHP TO CONTACT THE TECH HOTLINE FOR ANY KNOWNS.=CCS WILL FOLLOW UP WITH CUST ON TUESDAY 08/07/07 BY 5:30 PM EST TO DISCUSS TECH HOTLINE COMMENTS.

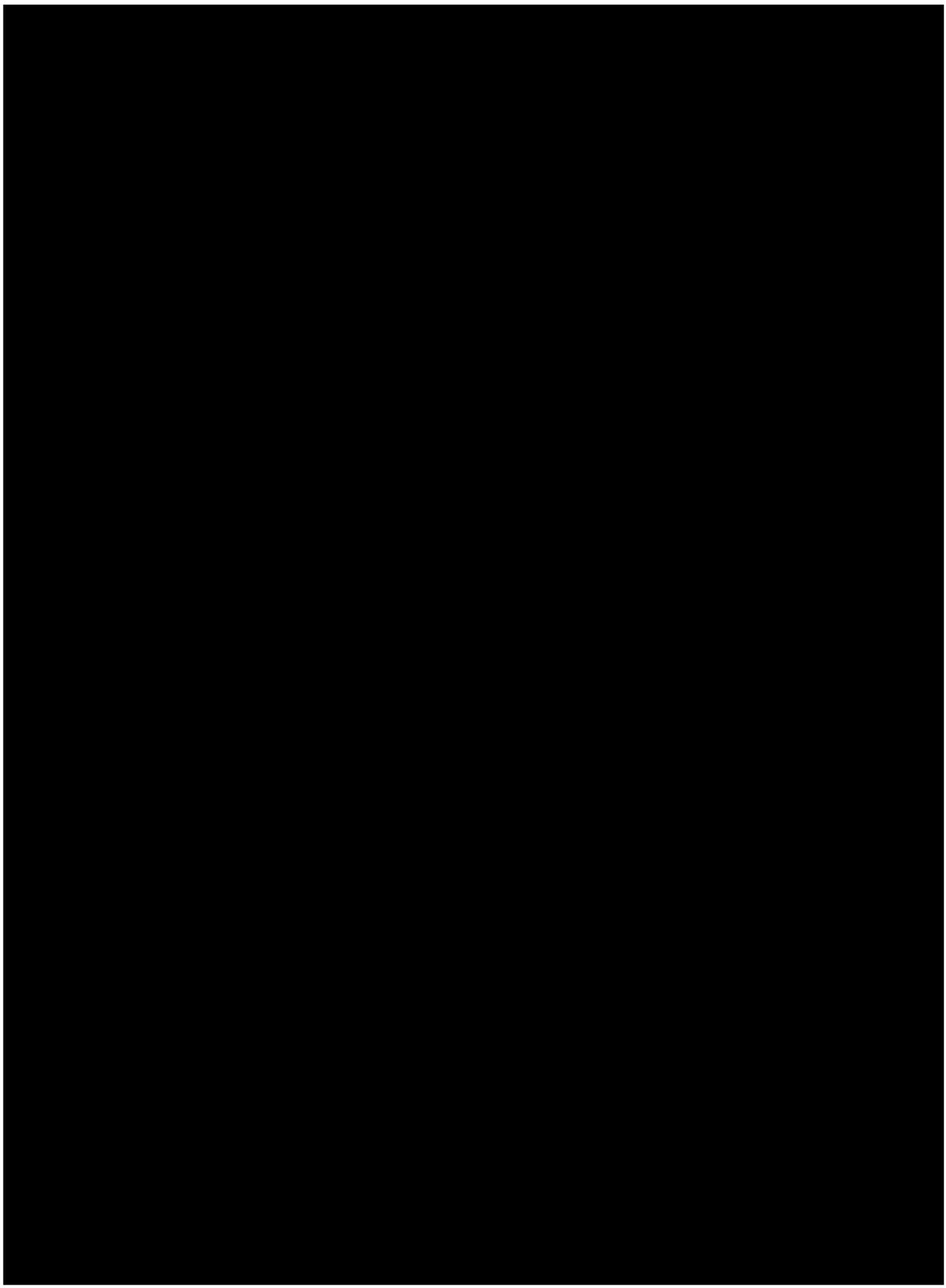
Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00733 WARREN MIDTOWN MOTORS INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 6000 MI **Comm Type:** PHONE

Analyst Name: PIMENTEL OSCAR **Analyst:** OPIMENTE

Action Date: 08/09/2007 **Action Time:** 16.14.09.026 **Action Data:** No





Server Name : AWS Production- Claims loaded through 19-OCT-2007

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTWX31P66E[redacted]	**Veh Line:**	T/F7 - F250HD/350/450/550 [99-08]	**Body Shell:**	*
Model Year:	2006	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	401060304078
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/YB - 6.0L 325H/550# OHV DI TC V8 DS
Inv. Dealer:	*	**Body Cab Style:**	- SUPER SINGLE CAB (SUPER CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		
Trace Eng Serial No:					

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

[redacted]

BUILD INFORMATION:

Region:	NA	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA	**Prod Date:**	29-JAN-2006

SALE INFORMATION:

Region:	NA	**Selling Dealer [code]:**	WARREN MIDTOWN MOTORS, INC. [144566 - *]
Country:	USA	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*

Arrival Date:	09-FEB-2006	**Red Carpet Lease:**	*		
Sale Date:	30-MAR-2006	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	30-MAR-2006	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	30-MAR-2006	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

[redacted]

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	62	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BK - DRV. SHORT ARM POWER MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5B	**Paint:**	PNZJK - SILVER MET WATERBORNE
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000NF - MEDIUM FLINT INTERIOR	**Tire Manufacturer:**	AP - Continental
Delivery Type:	0	**Tire Brand:**	151V3W - Contitrac TR 125/122S
Driveshaft Code:	*	**Tire Size:**	D3HBM - LT 275/70R18E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	P5151V3W0206	**RF:**	P5151V3W0206
LR:	P5151V3W0206	**RR:**	P5151V3W0206
LI:	*	**RI:**	*
SPARE:	P5151V3W0206	**DOT Plant Manufacturer:**	P5 - GENERAL POPO S.A. ; SAN LUIS POTOSI ; S.L.P. ; MEXICO

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAE - DGAAE
ESP Coverage(Miles):	*	**Emission Cert Type:**	5
ESP Coverage(Time):	*	**Emission Decal Suffix:**	NJL
ESP Plan Year:	*	**Engine Family:**	6FMXA060AED
ESP Signature Date:			

Any comments? You can contact



webmaster

Server Name : AWS Production- Claims loaded through 19-OCT-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-OCT-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 19-OCT-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWX31P66F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	29-01-06	30-03-06	144566	USA	4	5R02	*	3600	*	S13	S10	V89	N25	42

AWS Claim Key:	1357509	**Doc #:**	18588701	**Trx Code:**	1	**Labor Hrs:**	4.5	**Labor Cost:**	274.24	**Material Cost:**	19.96	**Total Cost:**	294.2
Dlr Cd-Sub Cd:	00733-*	**Name:**	WARREN MIDTOWN MOTORS, INC.	**Ph:**	814-7235400	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	20-JUL-2006	**DIST(Mile):** 1489
Cust Comments:	SHAKE VIBRATION IN FRONT END, MOST NOTICED ON PRESTON ROAD RUN ALL TESTED AND INSPECTIONS AS PER TSB 05 22 01,												
Tech Comments:	INCLUDING AND SETTING CASTER TO NEW DESIRES SPECS. ROAD TEST AND COULD NOT DUPLICATE AFTER THAT N25 3600 42												

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWX31P66F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	29-01-06	30-03-06	144566	USA	6	5H02	EOTZ	4A209	A	S13	S10	V89	N25	42

AWS Claim Key:	1840391	**Doc #:**	18721901	**Trx Code:**	1	**Labor Hrs:**	2.2	**Labor Cost:**	134.07	**Material Cost:**	99.75	**Total Cost:**	233.82
Dlr Cd-Sub Cd:	00733-*	**Name:**	WARREN MIDTOWN MOTORS, INC.	**Ph:**	814-7235400	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	14-SEP-2006	**DIST(Mile):** 2049
Cust Comments:	CONCERN WITH SHAKE VIBRATION CHECKED AND ROAD TESTED AND VERIFY CONCERN. OASIS AND FOUND												
Tech Comments:	TSB 05 17 06 AND GO THROUGH PROCESS OD SHIMMING THE DRIVE SHAFT CARRIER TO ELIMINATE N25 4A209 42												

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWX31P66F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	29-01-06	30-03-06	144566	USA	10	5C01	3C3Z	4R602	CU	S13	S10	V89	N22	D4

AWS Claim Key:	2839132	**Doc #:**	18995301	**Trx Code:**	1	**Labor Hrs:**	5.8	**Labor Cost:**	353.45	**Material Cost:**	634.11	**Total Cost:**	987.56
Dlr Cd-Sub Cd:	00733-*	**Name:**	WARREN MIDTOWN MOTORS, INC.	**Ph:**	814-7235400	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	18-JAN-2007	**DIST(Mile):** 2588
Cust Comments:	CUSTOMER CONCERNED WITH SHAKES AND VIBRATION. CHECKED AND INSPECTED TIRES. ROAD FORCE BALANCED AND ROTATED ONE TIRE ON												
Tech Comments:	WHEEL TO GET WITH IN SPEC.THEN HAD VIBRATION AT CRUISE, ATTEMPTED TO BALANCE DRIVE SHAFT AND WOULD GET BETTER BUT NOT RIGHT AND HAD TO REPLACE, THEN IS VIBRATED ON ACCEL ONLY CHECKED ALL DRIVE SHAFT AND DRIVE LINE ANGLES AND OFF, LOOSE N REAR SPRING ON SADDLES AND INSTALLED 1 DEGREE SHIMS TO GET CLOSER TO DESIRED. ROAD TETED AND SMOOTH AT ALL SPEEDS NOW												

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWX31P66F[redacted]	F7	T/F7	F	T/BD	T/CD	T/E	A1	T/BE	T/YB	29-01-06	30-03-06	144566	USA	16	5N01	8C3Z	3E651	C	S10	S10	V87	H21	33

AWS Claim Key:	4159821	**Doc #:**	19424501	**Trx Code:**	E84	**Labor Hrs:**	2.9	**Labor Cost:**	182.56	**Material Cost:**	222.34	**Total Cost:**	404.9
Dlr Cd-Sub Cd:	00733-*	**Name:**	WARREN MIDTOWN MOTORS, INC.	**Ph:**	814-7235400	**St:** PA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	16-JUL-2007	**DIST(Mile):** 6022

Cust Comments: CONCERN WITH HANDLING CHECKED AND FOLLOW TSB AND INSTALLED NEW STYLE STAB SHOCK

Tech Comments: KIT ON FRONT, ROAD TESTED AND NOTICED BETTER. ROAD TEST WITH CUSTOMER AND STILL NOT HAPPY, CALLED DSE AND ADVISED TO ROAD FORCE TIRES AGAIN, AND DID THAT AND RE INDEX ONE TO GET ALL BELOW NEW SPECS OUTLINED BY DSE. CONTINUED WITH TSB AND IN WEIGHT ON REAR OF VEHICLE AND ROAD TESTED AGAIN. DEFFINANT IMPROVEMENT. RETURNED VEHICLE TO CUSTOMER

1FTWX31P66E[redacted] F7 T/F7 F T/BD T/CD T/E A1 T/BE T/YB 29-01-06 30-03-06 144566 USA 17 5G02 5C3Z 3B440 CCC S13 S10 V89 H26 07

AWS Claim Key: 4493865 **Doc #:** 19466201 **Trx Code:** E84 **Labor Hrs:** 3.3 **Labor Cost:** 207.74 **Material Cost:** 52.7 **Total Cost:** 260.44

Dlr Cd-Sub Cd: 00733-* **Name:** WARREN MIDTOWN MOTORS, INC. **Ph:** 814-7235400 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 31-JUL-2007 **DIST(Mile):** 6192

Cust Comments: STEERING WHEEL OFF CENTER AND DRIFTS LEFT. SHAKE ? PERFORM ALL TESTED AND ADJUSTMENT AS TECH TECH HOT LINE

Tech Comments: AND DSE DROVE AND DIRECTED ON REPAIRS

Any comments? You can contact



webmaster



COPY

RENÉ KORPER (#115947)
BRET A. SHEFTER (#176363)
KORPER & SHEFTER
27240 Turnberry Lane, Suite 200
Valencia, California 91355
(661) 362-0728

Attorneys for Plaintiff [redacted]

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
OCT 17 2007
John A. Clarke, Executive Officer/Clerk
By _____, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

[redacted]

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY, a corporation; and DOES 1 through 50, inclusive,

Defendants

Case No.:

COMPLAINT RE: VIOLATION OF MAGNUSON-MOSS WARRANTY – FEDERAL TRADE COMMISSION IMPROVEMENT ACT {15 U.S.C. § 2301 et seq.}:

1. **BREACH OF WRITTEN WARRANTY OBLIGATIONS UNDER MAGNUSON-MOSS;**
2. **BREACH OF IMPLIED WARRANTY OBLIGATIONS UNDER MAGNUSON-MOSS**

Plaintiff [redacted] hereby alleges as follows:

GENERAL ALLEGATIONS

COMMON TO ALL CAUSES OF ACTION

1. [redacted] is an individual, residing in the City of Palmdale, County of Los Angeles, in the State of California.

2. [redacted] is informed and believes and thereon alleges that Defendant Ford Motor Company is a corporation, currently doing business in the County of Los Angeles, State of California.

3. a) The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants Does 1 through 50, inclusive, are unknown to [redacted] who therefore sues these Defendants by such fictitious names, and [redacted] will seek leave to amend this Complaint to set forth their true names and capacities when he has ascertained them.

b) [redacted] is informed and believes, and thereon alleges, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to King as herein alleged.

4. a) [redacted] is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, were the agents, servants and employees of each of their Co-Defendants.

b) [redacted] is informed and believes, and thereon alleges, that in doing the things hereinafter alleged Defendants, and each of them, were acting in the course and scope of their employment as such agents, servants and employees, and with the permission, consent, knowledge, and ratification of their Co-Defendants, principals and employers.

5. [redacted] is informed and believes and thereon alleges that before February 11, 2005, Defendants Ford and Does 1 through 50, and each of them (individually and collectively "Warrantor"), manufactured and distributed, in the United States, a consumer good identified as a new 2005 Ford F350 truck, vehicle identification number 1FTWW33P05E[redacted] [the "Subject Vehicle"], for its eventual sale or lease to retail buyers or lessees.

6. At all times mentioned herein, the Subject Vehicle was and is a "consumer product" as defined under Magnuson-Moss, 15 U.S.C. § 2301(1), in that it is tangible personal property that is normally used for personal, family or household purposes.

7. On or about February 11, 2005, King purchased the Subject Vehicle primarily for personal, family, or household purposes from Warrantor, through an

authorized dealer and agent of Warrantor, authorized by Warrantor to do business on behalf of Warrantor, for a total consideration over the term of the contract of $71,541.04.

8. At the time of sale, Warrantor appended to the Subject Vehicle an express written "new car" warranty, in which it warranted to perform any repairs or replacement of parts necessary to ensure that the Subject Vehicle and the components therein, were free from all defects in material and workmanship, and to perform any adjustments necessary to maintain the utility of the Subject Vehicle and the parts, components, and various electrical and mechanical systems contained therein, for a period of at least three years or 36,000 miles. A true and correct copy of this written warranty is attached hereto as Exhibit "A" and incorporated by this reference.

9. [redacted] duly performed all the conditions on his part under the purchase contract and under each of the written warranties referenced above, except insofar as the acts or omissions of Defendants, and each of them, as hereinafter alleged, prevented or excused such performance.

10. a) On or about April 10, 2006, and at or near 25,321 miles, King first returned the Subject Vehicle to one of Warrantor's authorized service and repair facilities for repairs under the warranties referenced above, because of defects, nonconformities, misadjustments, or malfunctions relating to the engine, ECS system, windows, and various other problems.

b) Subsequently, the Subject Vehicle exhibited further and additional defects, nonconformities, misadjustments, or malfunctions in the same components or systems.

c) In addition, the Subject Vehicle subsequently exhibited new and different defects, nonconformities, misadjustments, or malfunctions that related to violent shaking, suspension, lights, electrical system, transmission, air conditioning, seat belts, and numerous other problems.

11. a) On each occasion on which the Subject Vehicle exhibited these defects, nonconformities, misadjustments, or malfunctions, as hereinabove described,

[redacted] notified Warrantor, through one of its other authorized service and repair facilities, within a reasonable time after King's discovery thereof.

b) On each occasion of notification, [redacted] attempted to invoke the applicable warranties, demanding that the authorized repair facilities repair such non-conformities under the warranties.

12. a) On each such occasion, Defendants, and each of them, represented to [redacted] that they could and would make the Subject Vehicle conform to the applicable warranties, or that they had successfully repaired the Subject Vehicle.

b) However, Defendants, and each of them, failed to make the Subject Vehicle conform to the applicable warranties.

13. On or about March 13, 2007 [redacted] iscovered that Defendants, and each of them, were unable or unwilling to make the Subject Vehicle conform to the applicable warranties.

FIRST CAUSE OF ACTION

(Breach of Written Warranty Obligations under Magnuson-Moss against All Defendants)

14. [redacted] realleges each and every paragraph contained in the General Allegations, and incorporates them by this reference as though fully set forth herein.

15. The actions of Defendants, and each of them, in failing to perform the proper repairs, parts replacements, and adjustments to make the Subject Vehicle conform to the applicable written warranties constitute a breach of the written warranties that Warrantor provided to [redacted] and a breach of Defendants' obligations under Magnuson-Moss.

16. Defendants, and each of them, failed to perform the necessary repairs and service in a good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the written warranties

and proper operational characteristics of like vehicles, all in violation of Defendants' obligations under Magnuson-Moss.

17. As a proximate result of the actions of Defendants, and each of them, and under the provisions of Magnuson-Moss, [redacted] is entitled to replacement of the Subject Vehicle, or refund of the actual purchase price under the contract, at [redacted] option, plus prejudgment interest thereon at the legal rate, and [redacted] will seek leave of the Court to amend this Complaint to set forth the exact amount of the refund and interest, upon election, when he has ascertained it.

18. a) Defendants' limited warranties have failed of their essential purpose, in that Defendants have not repaired the nonconformities in the Subject Vehicle, within a reasonable period of time or at all, despite repeated efforts to do so, and as a result the Subject Vehicle is not reasonably free of material defects.

b) Because Defendants' limited warranties have failed of their essential purpose, under Magnuson-Moss [redacted] is entitled to a full refund of the purchase price paid under the contract, including interest and finance charges paid, plus prejudgment interest thereon at the legal rate, and [redacted] will seek leave of the Court to amend this Complaint to set forth the exact amount thereof when he has ascertained it.

19. As a further proximate result of the actions of Defendants, and each of them, and in accordance with Magnuson-Moss, [redacted] has sustained and is entitled to incidental damages in an amount yet to be determined, plus interest thereon at the legal rate, and [redacted] will seek leave of the Court to amend this Complaint to set forth the exact amount of incidental damages when he has ascertained them.

20. As a further result of the actions of Defendants, and each of them, and in accordance with Magnuson-Moss, [redacted] has sustained and is entitled to consequential damages in an amount yet to be determined, plus interest thereon at the legal rate, and [redacted] will seek leave of the Court to amend this Complaint to set forth the exact amount of consequential damages when he has ascertained them.

21. a) Defendants' purported disclaimers of incidental and consequential damages are not conspicuous, and Defendants did not disclose them to [redacted] before the sale. Defendants' purported disclaimers also unreasonably favor Defendants, and each of them, and [redacted] had no meaningful choice but to accept the disclaimers. Moreover, the knowledge and bargaining power of Defendants was substantially superior to that of [redacted] – which was effectively nonexistent – and [redacted] is a comparatively unsophisticated consumer. Defendants' purported disclaimers are therefore fundamentally unfair, unconscionable, and unenforceable.

b) [redacted] is also entitled to recover incidental and consequential damages, notwithstanding Defendants' purported disclaimers, because Defendants' limited warranties have failed of their essential purpose, as set forth in paragraph 18 above, and Defendants' disclaimers would otherwise operate to deprive [redacted] of the substantial value of the bargain.

22. a) As a direct result of the actions of Defendants, and each of them, and in pursuing [redacted] claim, it was necessary for King to retain the law firm of Korper & Shefter.

b) Under Magnuson-Moss, [redacted] is entitled to the recovery of all costs and expenses, including attorney's fees based upon actual time expended, reasonably incurred in connection with the commencement and prosecution of this action.

SECOND CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability Obligations under Magnuson-Moss against All Defendants)

23. [redacted] realleges each and every paragraph contained in the General Allegations, and incorporates them herein by reference as though fully set forth at length.

24. At the time that Defendants, and each of them, distributed the Subject Vehicle into commerce, and at the time that [redacted] acquired the Subject Vehicle,

Defendants, and each of them, impliedly warranted that the Subject Vehicle was merchantable.

25. The Subject Vehicle was not merchantable as evidenced by the defects, nonconformities, misadjustments, or malfunctions as hereinabove alleged.

26. As the result of the actions of Defendants, and each of them, [redacted] has sustained damages in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate, and [redacted] will seek leave to amend this Complaint to set forth the exact amount thereof when he has ascertained it.

27. a) Defendants' limited warranties have failed of their essential purpose, in that Defendants have not repaired the numerous nonconformities in the Subject Vehicle, within a reasonable period of time or at all, despite repeated efforts to do so, and as a result the Subject Vehicle is not reasonably free of material defects.

b) Because Defendants' limited warranties have failed of their essential purpose, under Magnuson-Moss [redacted] is entitled to a full refund of the purchase price paid under the contract, including interest and finance charges paid, plus prejudgment interest thereon at the legal rate, and [redacted] will seek leave of the Court to amend this Complaint to set forth the exact amount thereof when he has ascertained it.

28. As a further result of the actions of Defendants, and each of them, [redacted] has sustained and is entitled to incidental damages in an amount yet to be determined, plus interest thereon at the legal rate, and [redacted] will seek leave to amend this Complaint to set forth the exact amount of incidental damages when he has ascertained them.

29. As a further result of the actions of Defendants, and each of them, [redacted] has sustained and is entitled to consequential damages in an amount yet to be determined, plus interest thereon at the legal rate, and [redacted] will seek leave to amend this Complaint to set forth the exact amount of consequential damages when he has ascertained them.

30. a) Defendants' purported disclaimers of incidental and consequential damages are not conspicuous, and Defendants did not disclose them to [redacted] before the sale. Defendants' purported disclaimers also unreasonably favor Defendants, and each of

them, and [redacted] had no meaningful choice but to accept the disclaimers. Moreover, the knowledge and bargaining power of Defendants was substantially superior to that of [redacted] – which was effectively nonexistent – and [redacted] is a comparatively unsophisticated consumer. Defendants' purported disclaimers are therefore fundamentally unfair, unconscionable, and unenforceable.

b) [redacted] is also entitled to recover incidental and consequential damages, notwithstanding Defendants' purported disclaimers, because Defendants' limited warranties have failed of their essential purpose, as set forth in paragraph 30 above, and Defendants' disclaimers would otherwise operate to deprive [redacted] of the substantial value of the bargain.

31. a) As a direct result of the actions of Defendants, and each of them, and in pursuing [redacted] claim, it was necessary for [redacted] to retain the law firm of Korper & Shefter.

b) Under Magnuson-Moss, [redacted] is entitled to the recovery of all costs and expenses, including attorney's fees based upon actual time expended, reasonably incurred in connection with the commencement and prosecution of this action.

Wherefore [redacted] prays for judgment against Defendants, and each of them, as follows:

FIRST AND SECOND CAUSES OF ACTION

1. For replacement or refund, at the option of [redacted] as required under Magnuson-Moss;
2. For incidental damages according to proof;
3. For consequential damages according to proof;
4. For prejudgment interest at the legal rate;
5. For attorney's fees based upon actual time expended, according to proof;
6. For all costs and expenses of suit incurred; and,

7. For such other and further relief as this Court may deem just and proper.

DATED: October 12, 2007

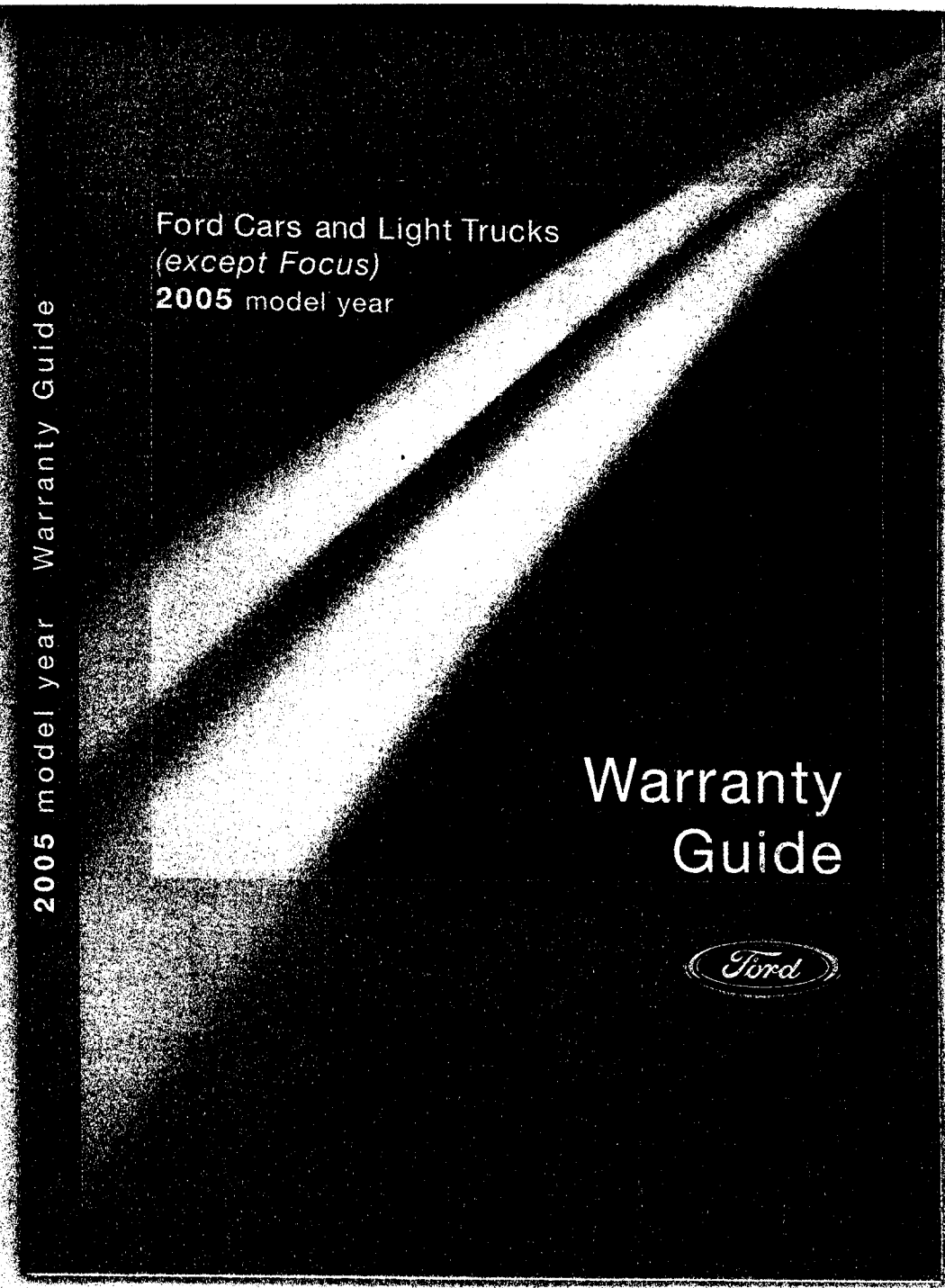
KORPER & SHEFTER

[redacted]

By: _____
René Korper
Attorneys for Plaintiff

[redacted]

EXHIBIT A


2005 model year Warranty Guide
Ford Cars and Light Trucks
(except Focus)
2005 model year
Warranty
Guide
Ford

Your satisfaction is our #1 goal. If you have questions or concerns with your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If the inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
TDD for hearing impaired:
1-800-232-5952

In Canada:

Ford Motor Company
of Canada, Limited
Customer Relationship Centre
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)

In Caribbean, Central America, Israel and Sub-Saharan Africa:

Ford Motor Company
Worldwide Direct Market Operations
Attention: Owner Relations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: wdmocac@ford.com

In Puerto Rico and Virgin Islands:

Ford Motor Company
Caribbean Inc.
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: (787) 782-5959
Fax: (787) 781-8975
E-mail: prcac@ford.com

In Middle East & North Africa:

Ford Middle East & North Africa
Customer Relationship Center
API World Tower 17th Floor
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3327299
E-Mail: menacac@ford.com

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Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2005-model E-350 Livery Van equipped with the Livery Service Package or a 2005-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2005-model car or light truck. If you bought a previously owned 2005-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-23).

Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (pages 4-7), except that Ford Motor Company provides the New Vehicle Limited Warranty in Alaska, Illinois, Louisiana, Minnesota, Montana, New Hampshire, New Jersey, New York, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin. This list is accurate as of the publishing date of this guide. If you are interested in verifying the warranty provider for your vehicle, please call the Customer Relationship Center at 1-800-392-3673. Where it is the warranty provider, Ford Motor Vehicle Assurance Company will use Ford Motor Company as its agent. The warranty coverage you receive and your dealer's handling of any warranty-covered repair will be the same regardless of the warranty provider.

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the Dispute Settlement Board. The Board is a panel of impartial individuals who resolve disputes. For details, see **Dispute Settlement Board**, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint or Corrosion, or Emissions Coverage.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

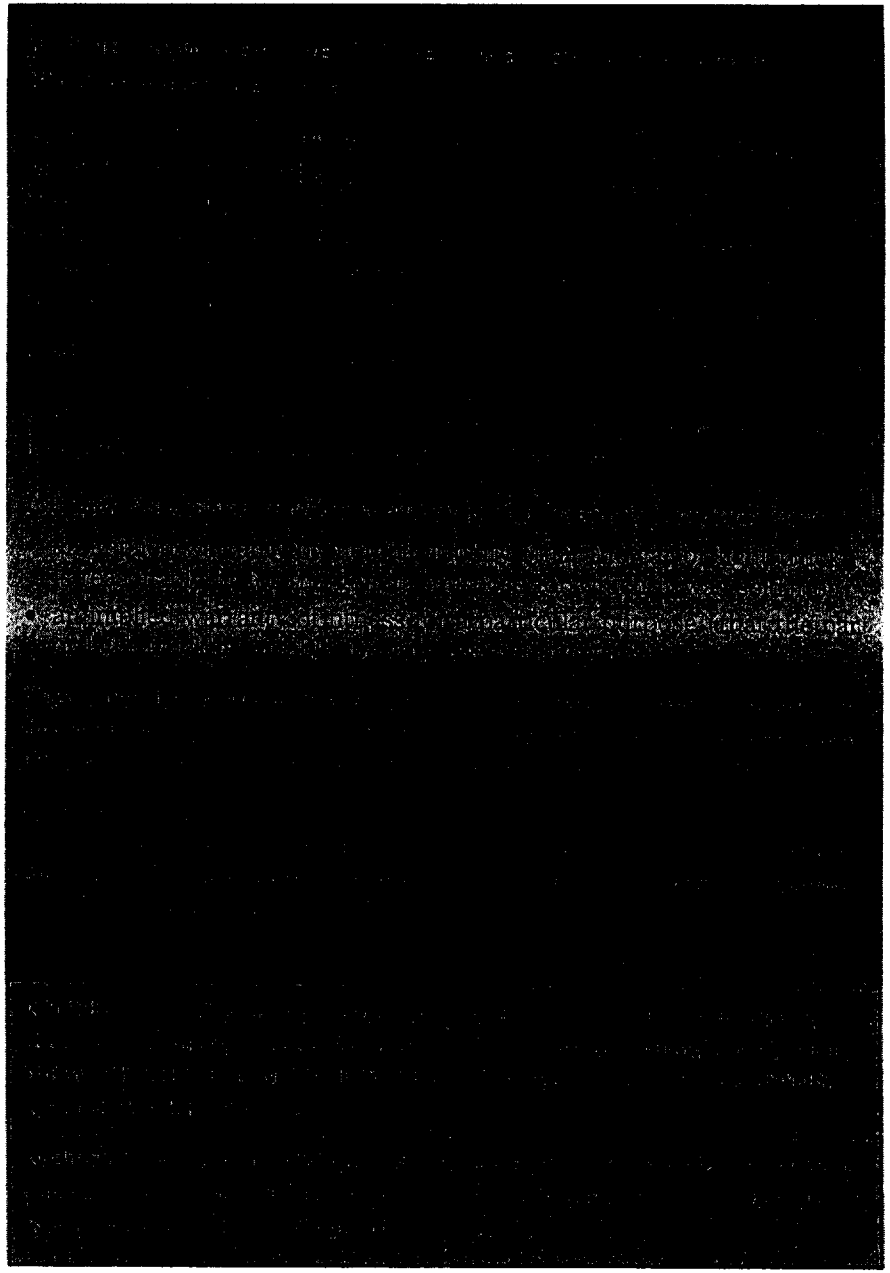
Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call **1-800-392-3673 (FORD)** to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Worldwide Direct Marketing Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.



QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
SAFETY RESTRAINT SYSTEM	5/50,000
CORROSION (Perforation only)	5/UNLIMITED
6.0L POWERSTROKE DIESEL ENGINE	5/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 5-7)
➡ **What is Not Covered?** (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 6.0L Power-Stroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or

conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle.

During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

6.0L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers the direct injection diesel engine and engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a $100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers the engine and these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-23.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a "certified" emissions part) or any part (Ford or non-Ford) designed for "off-road use only" installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Some maintenance and wear items have limited coverage, as follows:

- wiper blade replacements are not covered beyond 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever occurs first
- Brake pad/lining replacements are not covered beyond 12 months or 18,000 miles, whichever occurs first

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn-out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair
- tire vibration or ride harshness and uneven or rapid tire wear. However, limited coverage for these conditions will be provided for the first 12 months in service or 12,000 miles, whichever occurs first, even though caused by maintenance and wear items such as wheel alignment or tire balancing. This limitation for ride harshness and uneven or rapid tire wear does not apply to tire replacement on the New Style F-150 Truck.

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Vehicle Limited Warranty
- any Ford or Mercury vehicles (except Excursion modified by a Qualified Vehicle Modifier using the XLT package with a 6.8L engine and 4:30 axle (XC3) that are converted to limousines. This will void the New Vehicle Limited Warranty. See additional information about authorized Excursion modification on page 28
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 28)

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program Ford will cover:

- towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- flat tire change
- fuel delivery
- jump starts
- lock-out assistance

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty, but the Program's time period runs concurrently with Bumper to Bumper Warranty Coverage (three years or 36,000 miles, whichever occurs first). If you need towing after Bumper to Bumper Coverage has ended, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call **1-800-241-3673 (FORD), 24 hours a day, 365 days a year.**

For daily rental units that must be towed because a covered part has failed during the Bumper to Bumper Warranty period, Ford will cover towing to the nearest Ford Motor Company dealership.

Excursion Limousine Limited Warranty

If you have purchased or leased a 2005-Model Ford Excursion Truck equipped with the 800A Limousine Builder's Package converted into a limousine or professional funeral car by a qualified vehicle modifier, your Ford Excursion is eligible for the Ford Excursion Truck Limousine Limited Warranty Coverage for three years or 100,000 miles (whichever occurs first) on certain major components. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Waranty. Refer to the warranty Addendum Card that was given to you when you took delivery of your 2005-model Ford Excursion Truck Limousine for details of the Ford Excursion Limousine Limited Warranty.

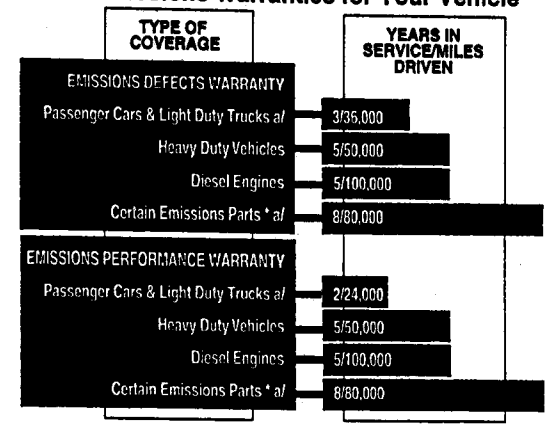
See page 28 for additional details about the 800A Limousine Builder's Package.

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



a/ Includes heavy-duty vehicles and medium-duty vehicles certified to light-duty emissions standards. Your underhood emissions label title will be "Vehicle Emissions Control Information" instead of "Important Engine Information" if this is the case.

* Catalytic converters, Powertrain Control Module (PCM), Electronic Emissions Control Unit (ECU), Transmission Control Module (TCM), onboard emissions diagnostic device, and Natural Gas Vehicle (NGV) module (Bi-fuel/CNG) for passenger cars and light-duty trucks only.

For full details on emissions control coverage, see:

- ➡ **Emissions Defect Warranty** (page 12)
- ➡ **Emissions Performance Warranty** (pages 12-13)
- ➡ **What is Covered?** (pages 13-15)
- ➡ **What is Not Covered?** (page 15)

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from defects in factory-supplied materials or workmanship that could prevent it from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of defective emissions-related parts listed under **What is Covered?** on pages 13-15.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8,500 pounds or less, or over 8,500 pounds if certified to light duty emission standards)
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emission control unit, and transmission control module;
  - — 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (vehicles with a gross vehicle weight over 8,500 pounds)
  - — 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts;
  - — 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

See WHAT IS COVERED for list of covered parts.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (vehicles with a GVWR of 8,500 pounds or less, or over 8,500 pounds if certified to light duty emission standards)
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, powertrain control module, onboard emissions diagnostic device, natural gas vehicle (NGV) module (Bi-fuel/CNG), electronic emission control unit, and transmission control module;
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (vehicles with a gross vehicle weight over 8,500 pounds)
  - — 5 years or 100,000 miles (whichever occurs first) for covered diesel engine parts;
  - — 5 years or 50,000 miles (whichever occurs first) for all other covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

These parts are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

List of Parts Covered by Emissions Warranties For Cars, Light Duty Trucks and Heavy Duty Vehicles

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter
- Cold Start Enrichment System
- Cold Start Fuel Injector (1)
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Emissions Control Unit (ECU)

- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Sensor (1)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (1)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Powertrain Control Module
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- NGV module (Bi-fuel/CNG)

(1) Flex Fuel vehicle only

List of Parts Covered for 5 Years or 100,000 Miles (whichever occurs first) by Emissions Warranties for Diesel Engines

- Air Flow Sensor
- Air Fuel Feedback Control System and Sensors
- Cold Start Enrichment System
- Electronic Engine Control Sensors and Switches
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Fuel Injection System
- Intercooler Assembly - Engine Charger
- Powertrain Control Module (PCM)
- Turbocharger Assembly

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first).

Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

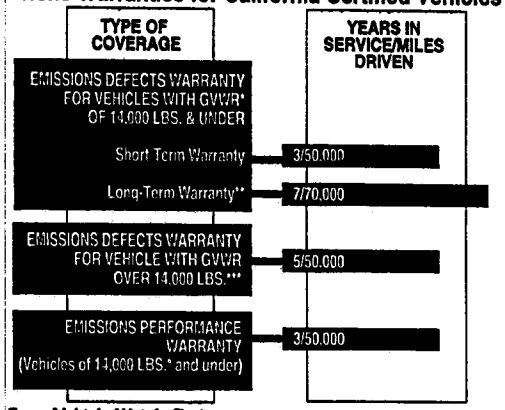
Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the coverage Ford Motor Company provides under the emissions control warranty to owners of vehicles certified for sale in California, (your Vehicle Emissions Control Information label will indicate certified for sale in California or conforms to California regulations) **and** registered in California, Maine, Massachusetts, New York or Vermont. Also, diesel engine vehicles over 14,000 pounds (GVWR) registered in Maine, Massachusetts, or Pennsylvania qualify for California emissions warranty coverage. This coverage is in addition to Federal Emission warranties (Page 11). There are four warranties:

- Short-Term Defects Warranty (vehicles of 14,000 lbs.* and under)
- Long-Term Defects Warranty (vehicles of 14,000 lbs.* and under)
- Defects Warranty (vehicles over 14,000 lbs.*)
- Performance Warranty (vehicles of 14,000 lbs.* and under)

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California.
***Diesel engine vehicles are covered for 5 years or 100,000 miles.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 17-21)
➡ **Performance Warranty** (page 17)
➡ **What Is Covered?** (pages 19-21)
➡ **What Is Not Covered?** (page 21)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

(Applicable if your vehicle is certified for sale in California **and** registered in California, Maine, Massachusetts, New York or Vermont, or for diesel engine vehicles over 14,000 pounds GVWR registered in Maine, Massachusetts, or Pennsylvania.)

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2005-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 17-18, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 20 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990

WHAT IS COVERED?

The parts on the following list are covered by the Defects Warranties.

List of Parts Covered by Defects Warranties

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter
- Cold Start Enrichment System
- Cold Start Fuel Injector (2)
- Controls for Deceleration
- Electronic Emissions Control Unit (ECU)
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System (1)
- Fuel Injector Supply Manifold
- Fuel Sensor (2)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (2)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold (1)
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Powertrain Control Module
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- NGV module (Bi-fuel/CNG)

(1) Coverage for diesel engines is for five years or 100,000 miles (whichever first occurs)

(2) Flex Fuel vehicle only

COVERAGE FOR 2005-MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG-TERM DEFECTS WARRANTY
(Coverage for Up to 7 Years/70,000 Miles, Whichever First Occurs)
Ford and Mercury Vehicles Excluding Focus and Escape Hybrid

Part Name	Engine Size								
	2.3L	3.0L	3.9L	4.0L	4.2L	4.6L	5.4L	6.0L	6.8L
Anti-Lock Brake (ABS) Module			X(4)						
Cam Timing Assembly	X(1)	X	X	X(2)	X	X	X	X	X
Camshaft Assembly (Cam timing concerns only)								X(7)	
Catalytic Converter	X	X	X	X	X	X	X	X	X
Charge Air Cooler							X(3)		
EGR Cooler Assembly								X	
Evap. Vap. Storage Can.			X(4)				X(3)		
Exhaust Manifold - Left		X(8)					X(9)	X(7)	X
Exhaust Manifold - Right		X(10)				X(11)	X(9)	X(7)	X
Flex Fuel Composition Sensor & Bracket Assembly		X(12)							
Fuel Filler Kit	X(13)	X(13)		X(13)			X(21)		X(22)
Fuel Injector		X(10)							
Fuel Injector Fuel Supply Manifold			X(4)			X(14)	X(3)		
Fuel Injector Nozzle Assembly								X(5)	
Fuel Injection Control Module							X(3)		
Fuel Pressure Regulator						X(15)			
Fuel Pump and Bracket Assembly (less sender)							X(3)		
Fuel Return & Brake Tube Assembly						X(15)			
Fuel Tank	X	X(16)	X	X(17)	X(18)	X	X		X
Fuel Tank Filler Pipe						X(15)			
Fuel Tank Fuel Flange Assembly						X(15)			
Fuel Tank Sender & Pump Assembly					X(18)	X(18)	X(19)		
Injector Driver Module								X	
Intake Manifold		X(20)	X	X(14)	X	X	X	X	X
NGV Module							X		
Solenoid Body Assembly							X	X	X
Supercharger							X(3)		
Throttle Body and Motor Assembly		X(10)			X(18)				
Timing Chain Cassette, Right				X					
Timing Chain Cassette, Left				X					
Turbine Shaft Speed Sensor	X(13)	X(13)		X(6)					
Turbocharger								X	
Valve Rocker Cover							X(21)		

(1) Escape, Mariner; (2) Except Ranger; (3) GT only; (4) Thunderbird; (5) F-Series & Econoline; (6) Ranger & Sport Trac; (7) Econoline only; (8) Ford 500, Montego, Escape, Mariner; (9) Excursion only; (10) Escape only; (11) Explorer and Mountaineer; (12) Taurus & Sable FFV only; (13) Ranger only; (14) Mustang only; (15) Crown Victoria CNG only; (16) Except Ford 500, Montego, Freestyle; (17) Except Sport Trac; (18) F-150 only; (19) Expedition; (20) Freestyle, Ford 500, Montego; (21) F-150 & Super Duty; (22) Super Duty

Important Information about List of Parts

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible.

If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts.

If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been "certified" by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been "certified" by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA-certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Dispute Settlement Board**, page 26.

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories.

To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (Ford Motor Service Company or the American Road Insurance Company). They provide:

- benefits during the warranty period depending on the plan you purchase (such as: reimbursement for rentals; coverage for certain maintenance and wear items); and
- protection against covered repair costs after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or see our website at Ford-ESP.com. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States and Canada are not eligible for Ford ESP coverage.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

10 Dispute Settlement Board

DO YOU NEED THE DISPUTE SETTLEMENT BOARD?

Your satisfaction is important to Ford Motor Company and to your dealer. Experience has shown that our customers have been very successful in achieving satisfaction by following the three-step procedure outlined on the front page of this booklet.

However, if your warranty concern has not been resolved using the three-step procedure, you may be eligible to participate in the Dispute Settlement Board, an informal, cost-free alternative process for resolving disputes.

A warranty dispute must be submitted to the Dispute Settlement Board before taking action under the Magnuson-Moss Warranty Act, or to the extent allowed by state law, before pursuing replacement or repurchase remedies provided by certain state laws. This dispute handling procedure is not required prior to enforcing state-created rights or other rights which are independent of the Magnuson-Moss Warranty Act or state replacement or repurchase laws.

HOW DOES THE BOARD WORK?

The Dispute Settlement Board offers a free independent process for resolving warranty disputes. You may apply to the Board if you are an eligible owner of a Ford Motor Company vehicle in the United States.

For details, please refer to your **Owner Guide**. For a brochure/application, speak to your dealer or write to:

Dispute Settlement Board
P.O. Box 1424
Waukesha, WI 53187-1424
1-800-428-3718

NOTE: The Dispute Settlement Board may not be available in all states. Ford Motor Company reserves the right to change eligibility limitations, modify procedures, and/or to discontinue this process at any time without notice and without obligation.

11 State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice.

Send your written notification to:

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121

[redacted]

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

[redacted]

Ford Motor Company authorizes only those Qualified Vehicle Modifiers (QVM's) of limousines, as listed at www.certifiedlimo.com <http://www.certifiedlimo.com> to perform Ford Excursion limousine conversions using the XLT package with a 6.8L engine and 4:30 axle (XC3). In addition, the Excursion limousine must have the brake hydro-boost and tire upgrade. Only Pirelli 265/75R16 E or Goodyear 235/85R16 E tires may be used. 2004-model year and later Excursions must have the 800A Limousine Package Option. The wheelbase on Ford Excursions modified into limousines cannot exceed the maximum extension of 140 inches beyond the standard wheelbase of 277.1 inches total. In addition, the conversion fully loaded must not exceed a total Gross Vehicle Weight Rating (GVWR) of 11,000 pounds. If the Excursion limousine has not been modified by an authorized QVM and/or stretched 140 inches beyond the standard wheel base, or has a GVWR of over 11,000 pounds, then the New Vehicle Limited warranty is **voided** and any Ford Extended Service Plan (ESP) contract is voided. In addition, applicable Emissions Warranty may also be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for Emissions Warranty, recall, and in-use compliance).

www.ownerconnection.com

Designed with Ford owners in mind, this site features updated information on vehicle service, special offers and Ford-sponsored events in your community.





COPY

SHORT TITLE: [redacted] v. FORD MOTOR COMPANY, et al.	CASE NUMBER [redacted]

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? [X] YES CLASS ACTION? [ ] YES LIMITED CASE? [ ] YES TIME ESTIMATED FOR TRIAL 5-7 [ ] HOURS/ [X] DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check **one** Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (See Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	[ ] A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	[ ] A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	[ ] A6070 Asbestos Property Damage	2.
		[ ] A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	[ ] A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	[ ] A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		[ ] A7240 Other Professional Health Care Malpractice	1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	[ ] A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		[ ] A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		[ ] A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		[ ] A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	[ ] A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	[ ] A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	[ ] A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	[ ] A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE [redacted] v. FORD MOTOR COMPANY, et al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	☐ A6017 Legal Malpractice	1., 2., 3.
		☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case	1., 2., 3.
		☐ A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
		☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		☐ A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		☒ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1. (2.) 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		☐ A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud	1., 2., 3., 5.
		☐ A6031 Tortious Interference	1., 2., 3., 5.
		☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure	2., 6.
		☐ A6032 Quiet Title	2. ,6.
		☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer	Unlawful Detainer - Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: [redacted] v. FORD MOTOR COMPANY, et al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2., 8.
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2.
		☐ A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	☐ A6150 Other Writ / Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2., 9.
		☐ A6160 Abstract of Judgment	2., 6.
		☐ A6107 Confession of Judgment (non-domestic relations)	2., 9.
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		☐ A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2., 3., 9.
		☐ A6123 Workplace Harassment	2., 3., 9.
		☐ A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		☐ A6190 Election Contest	2.
		☐ A6110 Petition for Change of Name	2., 7.
		☐ A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		☐ A6100 Other Civil Petition	2., 9.

SHORT TITLE: [redacted] v. FORD MOTOR COMPANY, et al.	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
☐1. ☒2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			1155 Auto Mall Drive
CITY: Lancaster	STATE: CA	ZIP CODE: 93534	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Superior Court, County of Los Angeles courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: October 15, 2007

[redacted]
(SIGNATURE OF ATTORNEY/FILING PARTY)
René Korper, Esq.

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE
CASE NUMBER _____

[redacted]

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3 (c)). There is additional information on the reverse side of this form.

	ASSIGNED JUDGE	DEPT	ROOM
	Hon. Gregory Alarcon	36	410
	Hon. Yvette M. Palazuelos	28	318
	Hon. Conrad Aragon	49	509
	Hon. Helen I. Bendix	18	308
	Hon. Elihu M. Berle	42	416
	Hon. Tricia Ann Bigelow	23	315
	Hon. Soussan Bruguera	71	729
	Hon. Susan Bryant-Deason	52	510
	Hon. James C. Chalfant	13	630
	Hon. Victoria Chaney	324	CCW
	Hon. Judith C. Chirlin	19	311
	Hon. Ralph W. Dau	57	517
	Hon. Maureen Duffy-Lewis	38	412
	Hon. James R. Dunn	26	316
	Hon. Mark Mooney	68	617
X	Hon. William F. Fahey	78	730
	Hon. Irving Feffer	51	511
	Hon. Edward A. Ferns	69	621
	Hon. Kenneth R. Freeman	64	601
	Hon. Haley J. Fromholz	20	310
	Hon. Richard Fruin	15	307
	Hon. Terry Green	14	300
	Hon. Elizabeth A. Grimes	30	400
	Hon. Paul Gutman	34	408
	Hon. Robert L. Hess	24	314

	ASSIGNED JUDGE	DEPT	ROOM
	Hon. William Highberger	32	406
	Hon. Ernest Hiroshige	54	512
	Hon. Jane Johnson	56	514
	Hon. Elizabeth Allen White	48	506
	Hon. Malcolm H. Mackey	55	515
	Hon. Ruth Ann Kwan	72	731
	Hon. Rita Miller	16	306
	Hon. David L. Minning	61	632
	Hon. Aurelio Munoz	47	507
	Hon. Mary Ann Murphy	25	317
	Hon. Joanne O'Donnell	37	413
	Hon. Michael C. Solner	39	415
	Hon. Mel Recana	45	529
	Hon. Andria K. Richey	31	407
	Hon.Teresa Sanchez-Gordon	74	735
	Hon. Ann I. Jones	40	414
	Hon. John P. Shook	53	513
	Hon. Ronald M. Sohigian	41	417
	Hon. Michael L. Stern	62	600
	Hon. Mary Thornton House	17	313
	Hon. Rolf M. Treu	58	516
	Hon. John Shepard Wiley Jr.	50	508
	Hon. Charles C. Lee	33	409
	OTHER		

*Class Actions

Given to Plaintiff/Cross-Complainant/Attorney of record on _____ John A. Clarke, Executive Officer/Clerk

_____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter 7 Rules as applicable in the Central District are summarized for your assistance

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complain Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days prior to the trial to have timely filed and served all motions limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions and special jury instructio and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days prior to this conference, counsel mu also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel required by Chapter Eight of the Los Angeles Superior Court Rules.

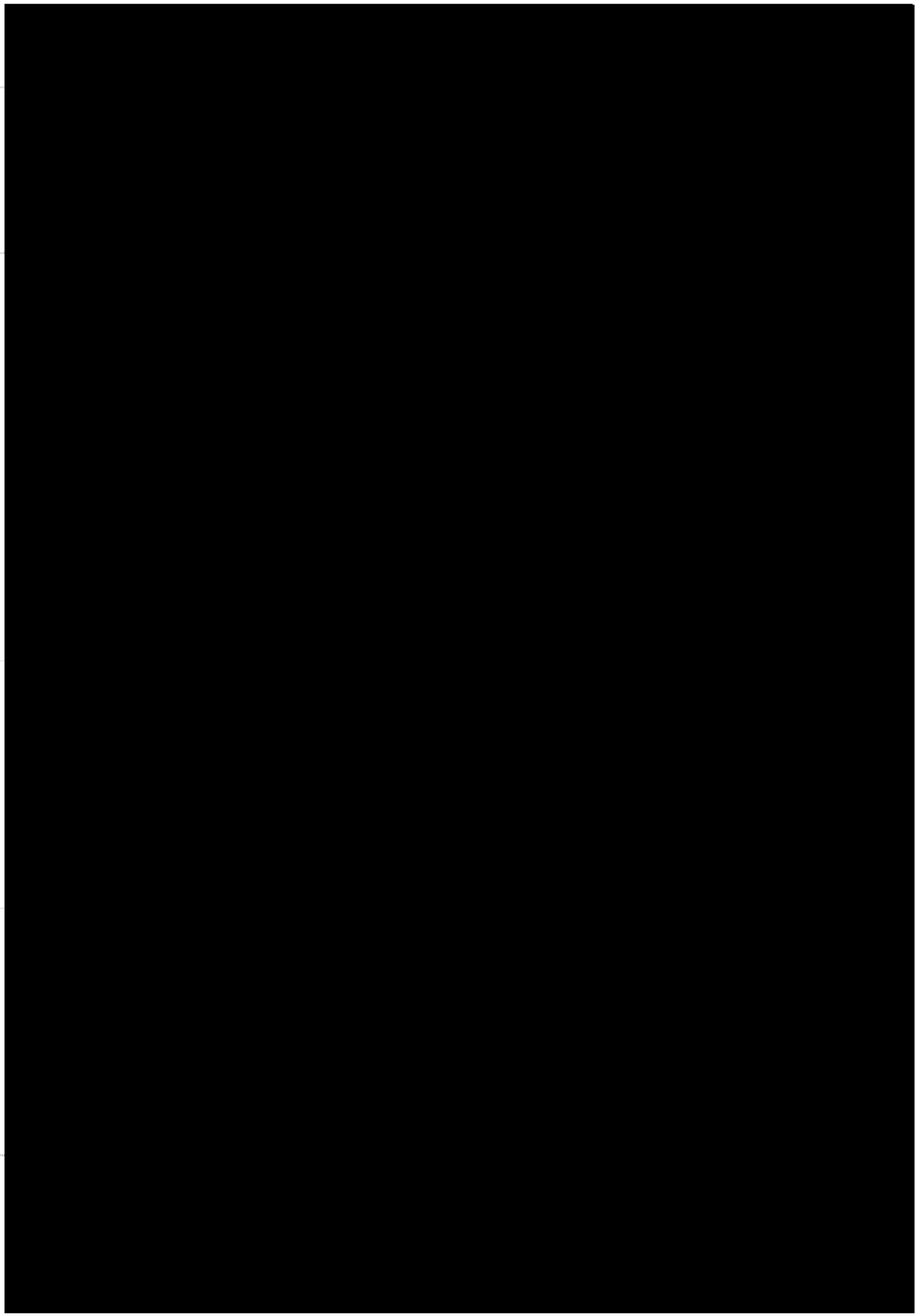
SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and tir standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on couns for the party.

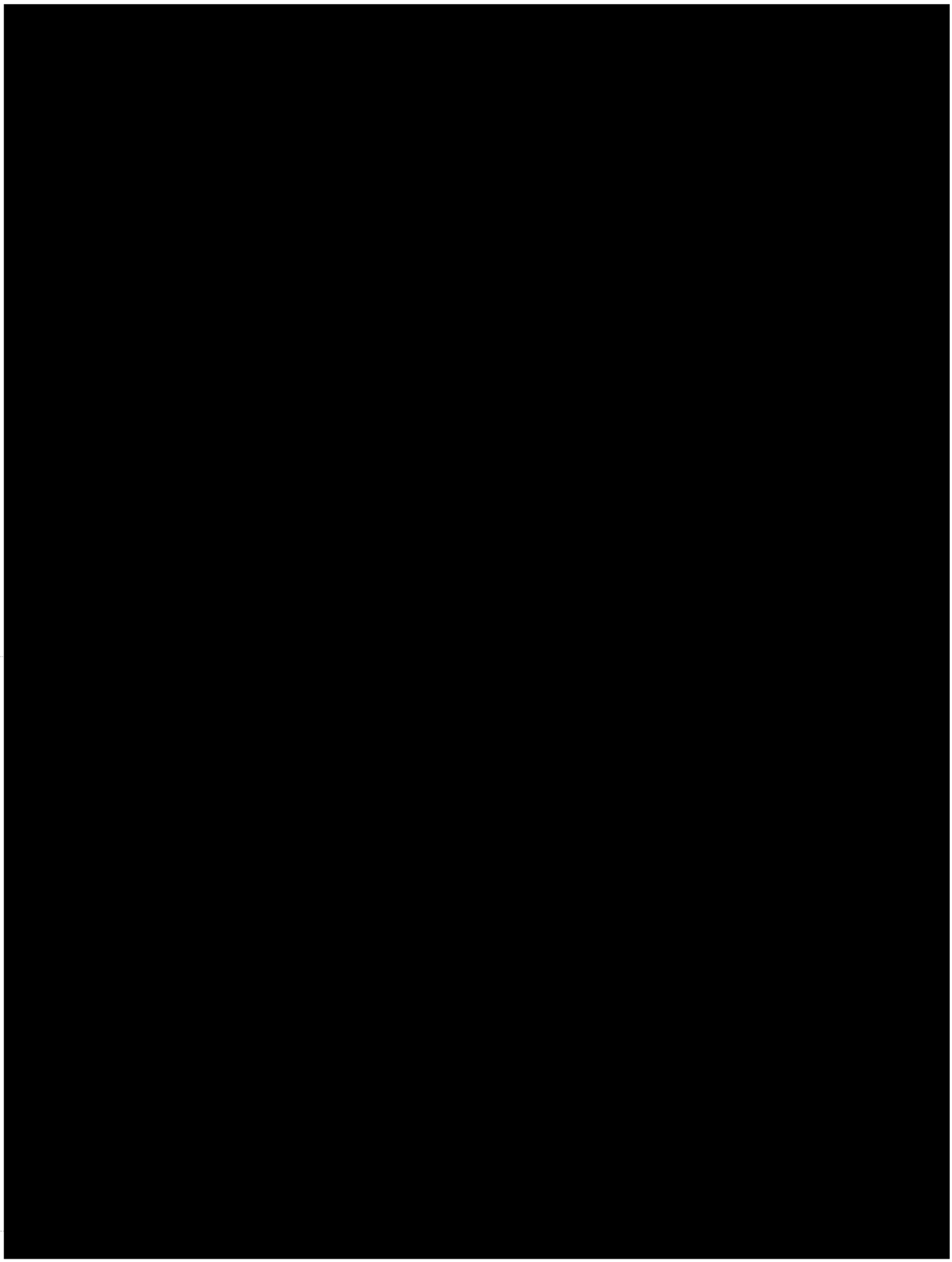
This is not a complete delineation of the Chapter 7 Rules, and adherence only to the above provisions is therefore not a guarant against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rul is absolutely imperative.

*Class Actions

All class actions are initially assigned to Judge Victoria Chaney in Department 324 of the Central Civil West courthouse (600 S. Commonwea St., Los Angeles 90005). This assignment is for pretrial purposes and for the purpose of assessing whether or not the case is complex within t meaning of California Rules of Court rule 3.400.rule 3.400. Depending on the outcome of that assessment, the class action case may reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.











All Action Details for Issue

Print

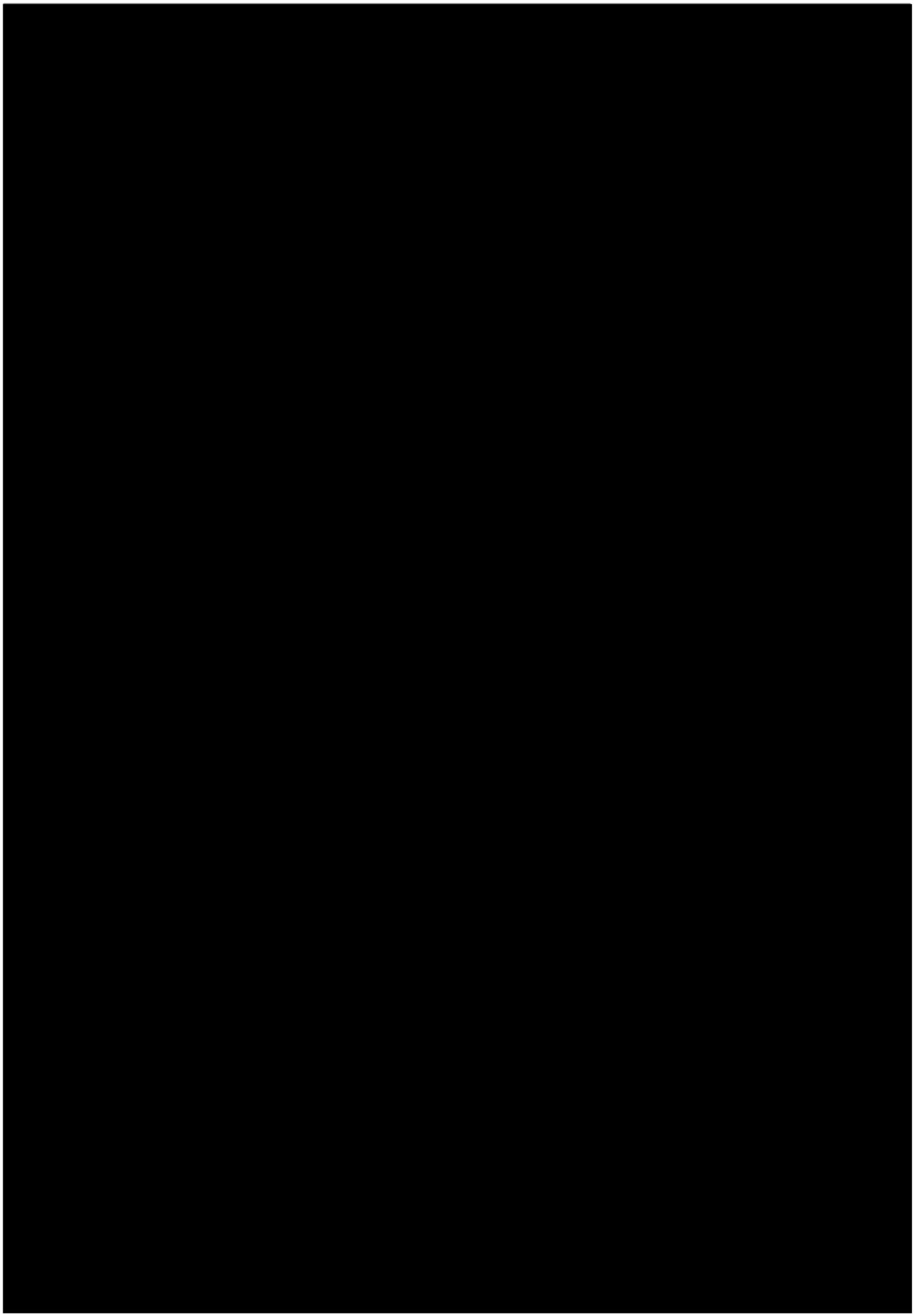
VIN: 1FTWW33P05[redacted] **Year:** 2005 **Model:** F-SERIES SUPER DUTY **Case:** [redacted]
Name: [redacted] **Owner Status:** Original **WSD:** 2005-02-11
Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 02/20/2007

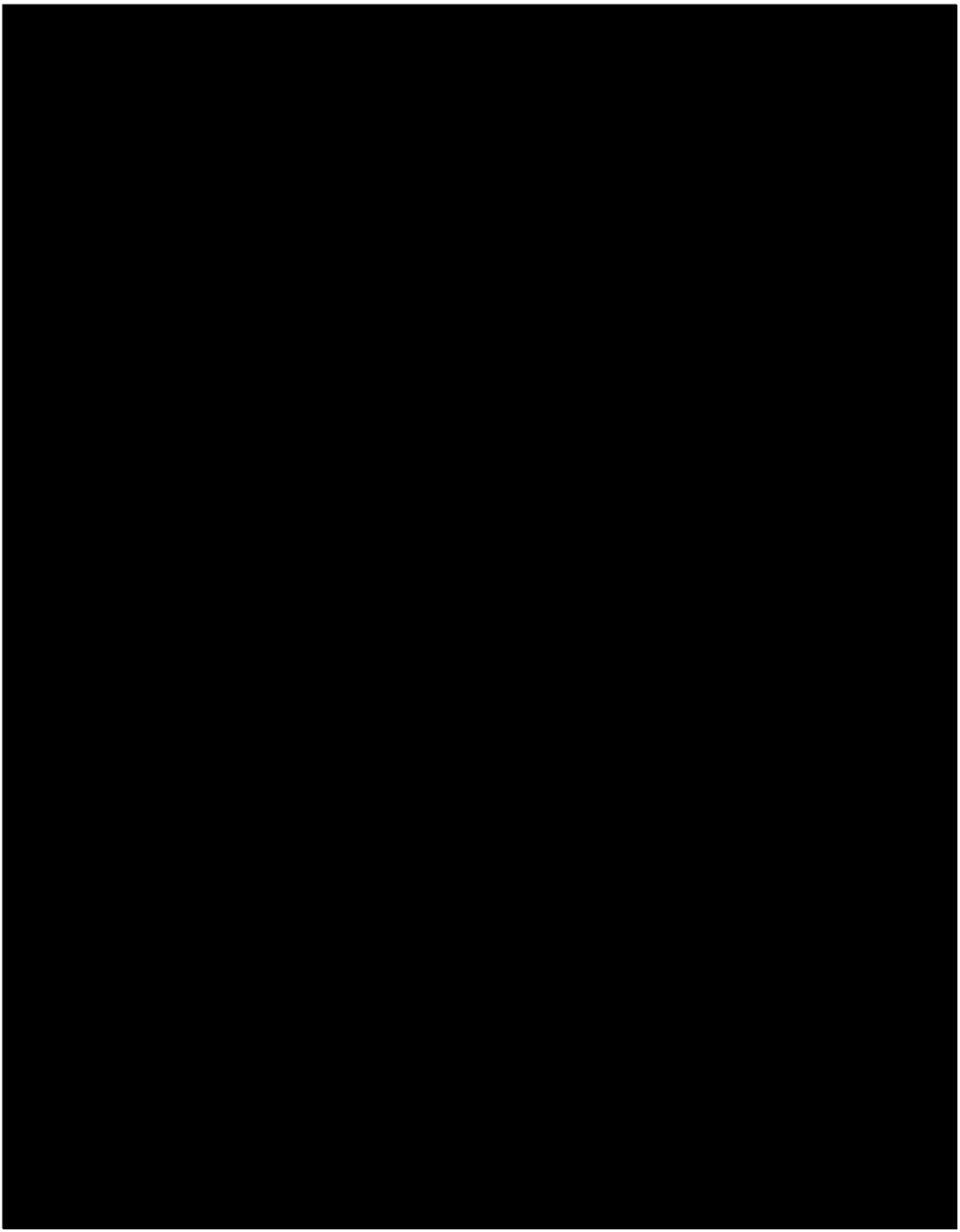
Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
Dealer: 05426 ANTELOPE VALLEY FORD LINCOLN MERCURY **Origin Desc:** US CONCERN CASE BASE
Odometer: 40000 MI **Comm Type:** PHONE
Analyst Name: MELISSA KULESZA (MKULEZA) **Analyst:** MKULEZA
Action Date: 02/19/2007 **Action Time:** 11.33.11.947 **Action Data:** No

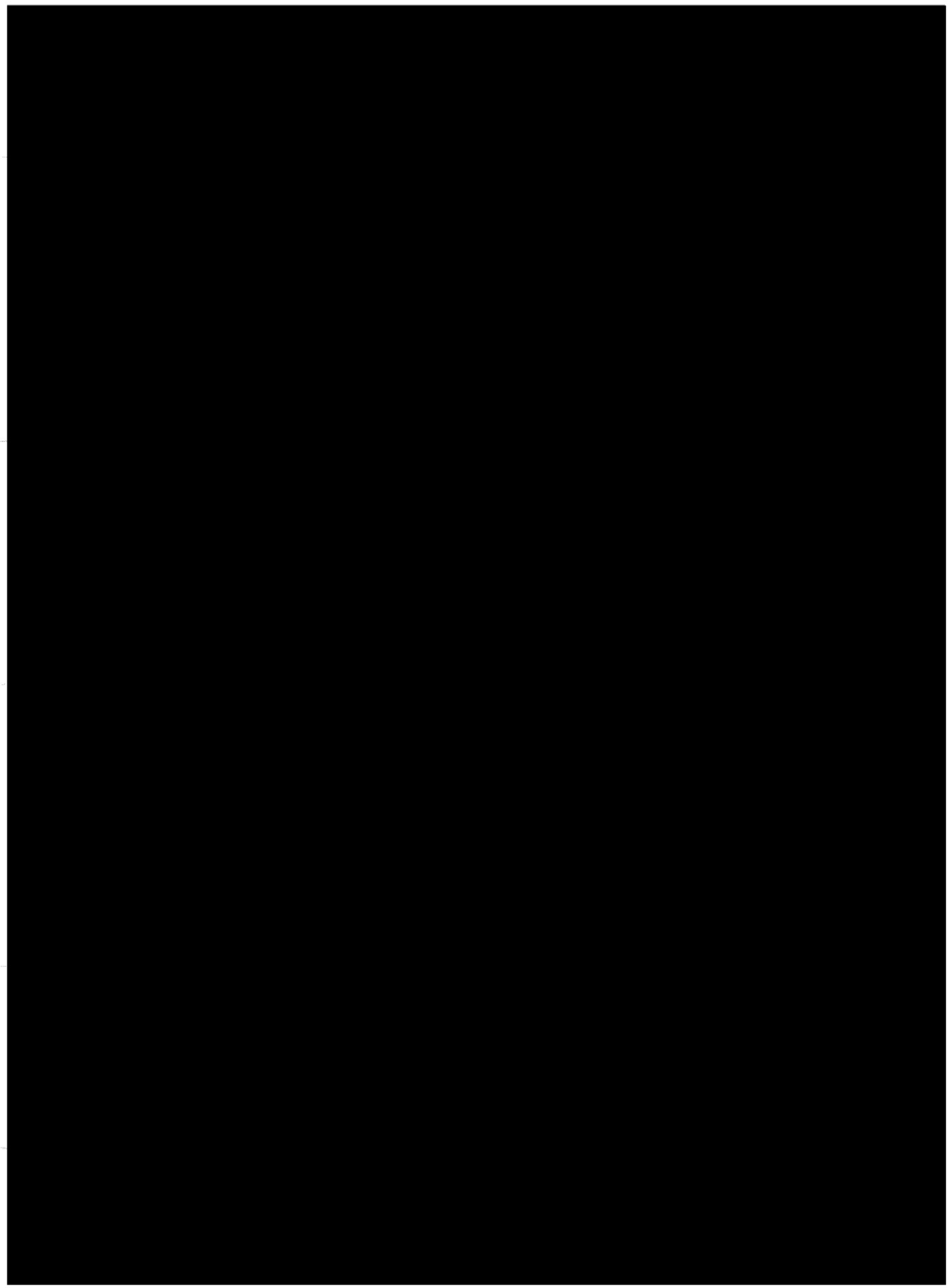
Comments CUSTOMER SAID: -REALLY UPSET ABOUT THE REPEATED PROBLEMS WITH THE VEH -BEEN IN DLR REPEATEDLY FOR CONCERN -STEERING IS STILL UNRESOLVED -WHEN HITTING A BUMP THE STEERING WHEEL JUMPS OUT OF THE CUST HANDS -ENGINE DIED WHEN ON THE OFF RAMP -BRAKES WENT OUT AND ALMOST WENT THROUGH STOP LIGHT -SITTING AT DLR-CUST IS WANTING THE VEH BOUGHT BACKDEALER SAID: ANTELOPE VALLEY FORD LINCOLN MERCURY1155 AUTO MALL DRIVE LANCASTER, CA 93534-BROOKE/SM TOLD TO CALL FOR A REP TO LOOK AT THE VEHCRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A CUSTOMER CARE SPECIALIST TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD 'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY*** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.-ADVISED CUST OF ABOVE - CUST DOESN'T WANT DLR TO WORK ON TRUCK UNTIL HE IS CONTACTED ***OBC TO DLR***-SPOKE TO BROOKE/CRM-FIRST TIME IN FOR THE DYING CONCERN -BEEN IN THERE AT LEAST TWO TIMES FOR STEERING CONCERN -HAVING AN ENGINEER TO COME LOOK AT THE VEH -LAST TIME WAS JANUARY 30 FOR STEERING CONCERN -OCTOBER 24TH WAS THE OTHER TIME IT WAS THERE

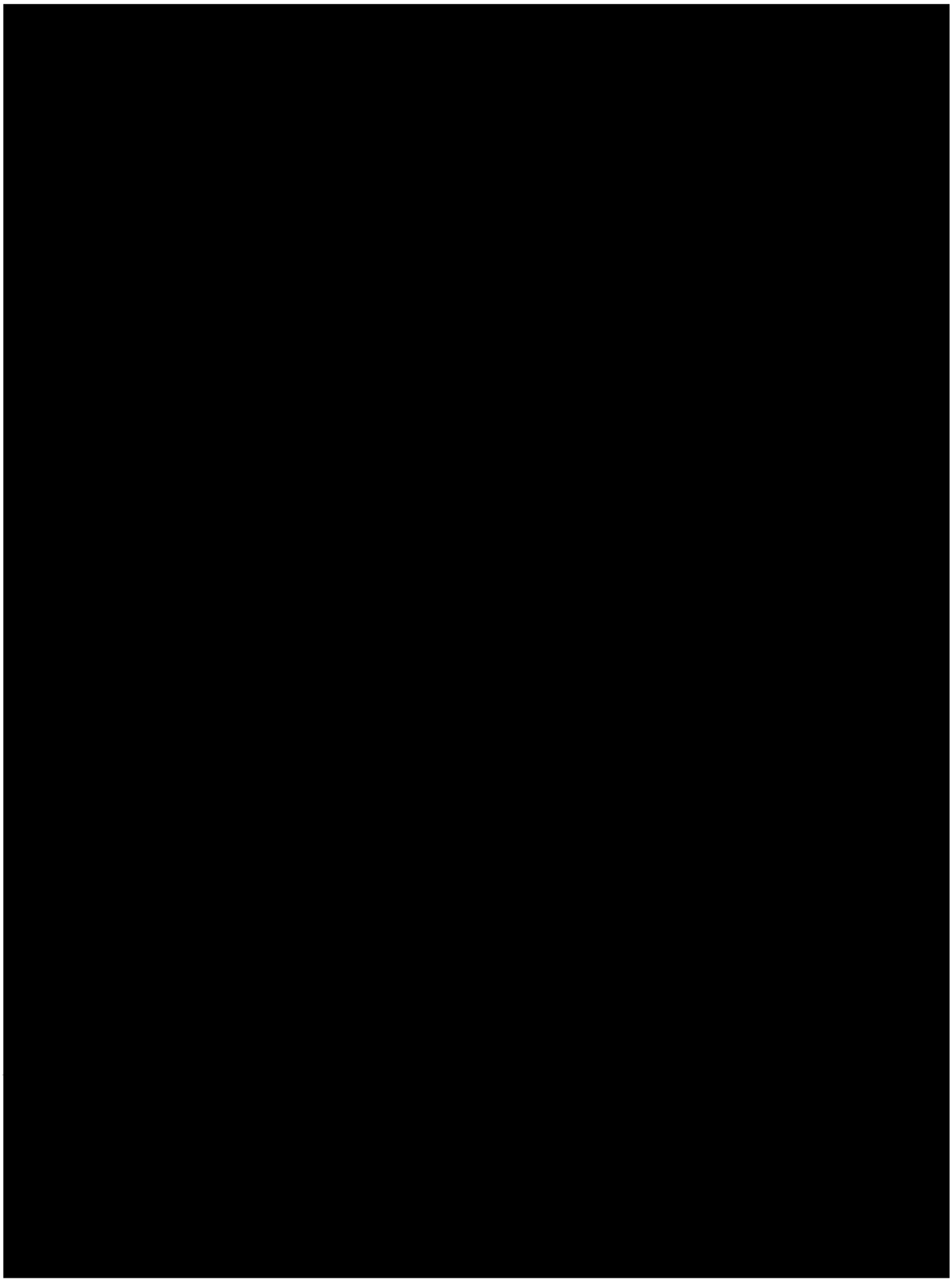
Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05426 ANTELOPE VALLEY FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 40000 MI **Comm Type:** PHONE
Analyst Name: CRISTIANO (TCRISTIA),TAMALLA **Analyst:** TCRISTIA
Action Date: 02/20/2007 **Action Time:** 14.45.02.201 **Action Data:** No

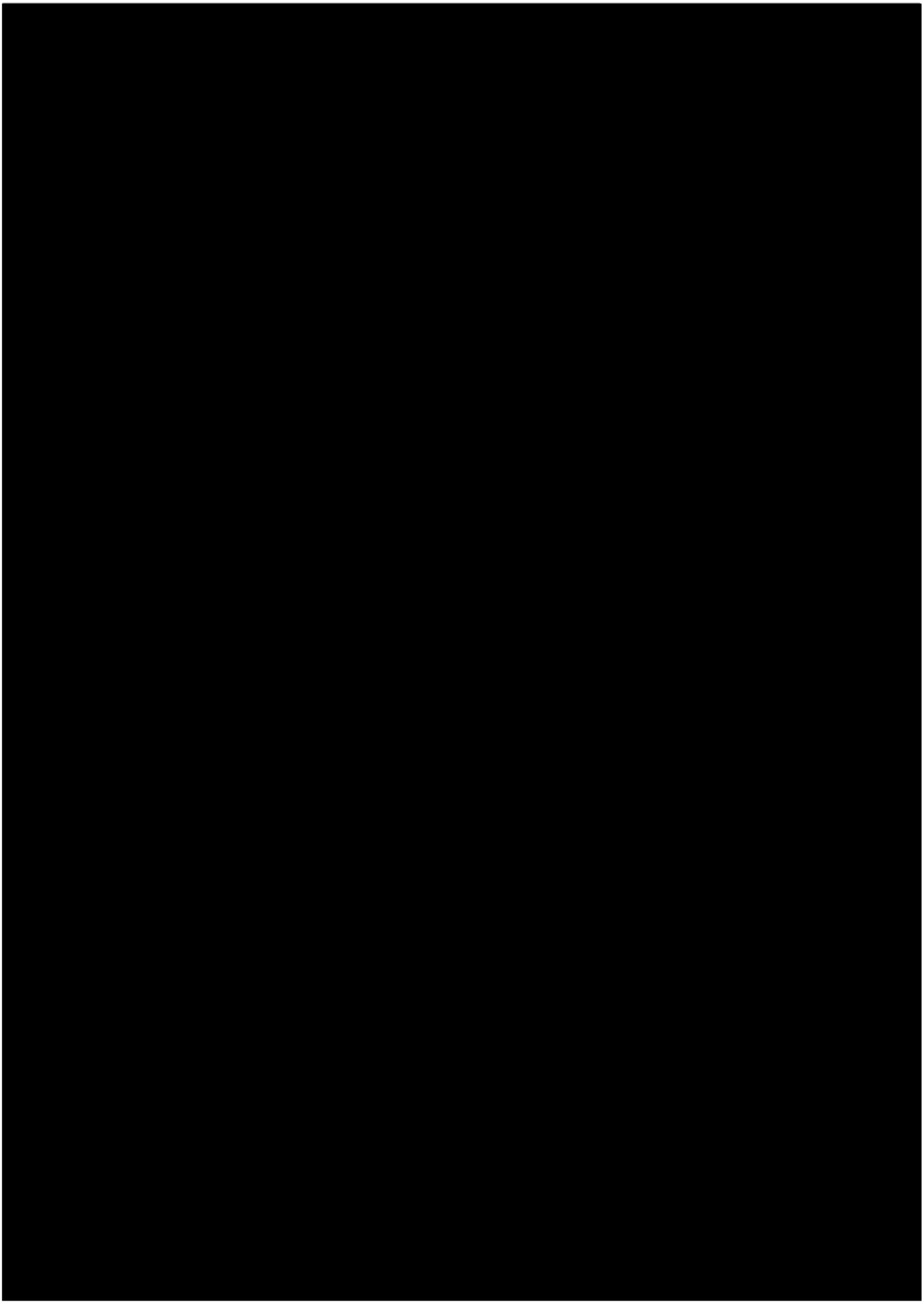
Comments ***CCS TAMMY EXT 7105*** MADE OBC TO DEALERSHIP AND SPOKE TO SERVICE ADVISOR RAY EXT 234. TIRES WERE OUT OF BALANCE 2-5-07. MADE OBC TO THE CUSTOMER HE REVIEWED THE REPAIR HISTORY HE HAS HAD WITH THIS VEHICLE WHICH INCLUDES REPLACING THE FRONT MAIN SEAL. THERE WAS A REPAIR TO THE WINDOWS DUE TO SMALL ROCKS WERE BEING COLLECTED AND DEPOSITED IN THE WINDOW CREVICES. HE HAS ALSO HAD TO HAVE THE AC REPAIRED. FOR THE LAST SIX MONTHS THE STEERING WHEEL SHAKES VIOLENTLY WHEN EVER THERE IS A AN IREGULARITY IN THE ROAD. MORE RECENTLY THE CUSTOMER WAS TRAVELING WITH HIS FAMILY, DRIVING ON THE INTERSTATE AND THE VEHICLE WOULD NOT GO OVER 60 MPH. . WHEN GOING ONTO AN OFF RAMP THE CUSTOMER LOST ALL POWER TO THE VEHICLE LOST CONTROL OF THE STEERING AND WAS UNABLE TO BRAKE.WAS TOWED TO THE DEALERSHIP. HAD A VERY LONG CONVERSATION WITH THE CUSTOMER. HE IS GETTING ALOT OF INFORMATION ON THE INTERNET INCLUDING TSB'S AND BUY BACK INFORMATION. THE CUSTOMER HAS ALSO BEEN CALLING OTHER DEALERSHIPS TO FIND OUT WHAT THE BUY BACK PROCESS IS. INFORMED THE CUSTOMER I WOULD REVIEW HIS REQUEST FOR A VEHICLE REPLACEMENT. HOWEVER THERE WILL BE FSE AT THE DEALERSHIP ON WEDNESDAY, I WOULD LIKE FOR HIM TO GIVE THE AUTHORIZATION FOR THE VEHICLE TO BE INSPECTED. HE WANTS TO BE CONTACTED PRIOR SO HE CAN BE THERE. INFORMED THE CUSTOMER I WOULD ASSIST WITH THE RENTAL. MADE OBC TO THE DEALERSHIP AND LEFT A MESSAGE FOR CRM BROOK REGARDING THE CUSTOMER'S REQUEST.

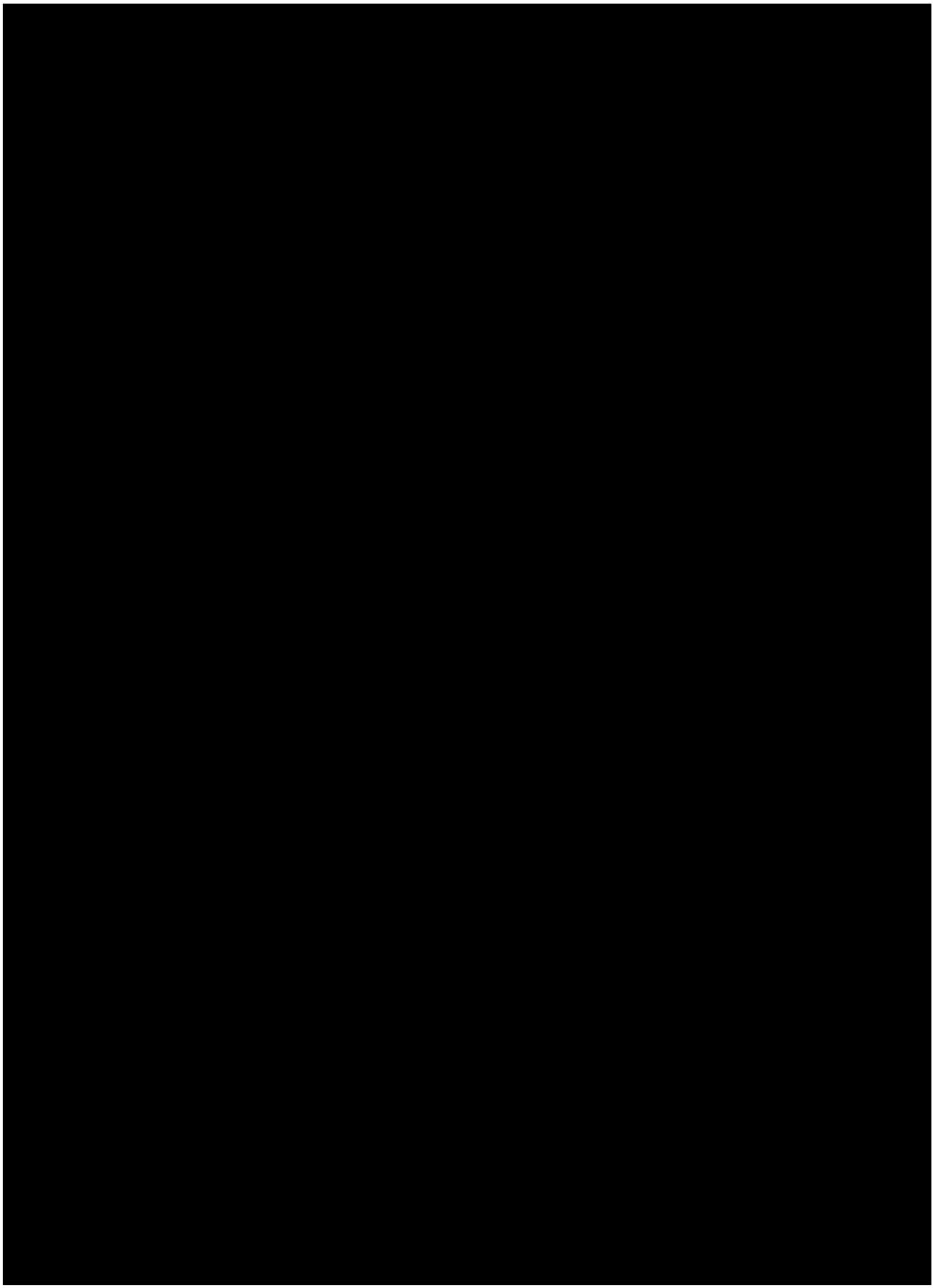


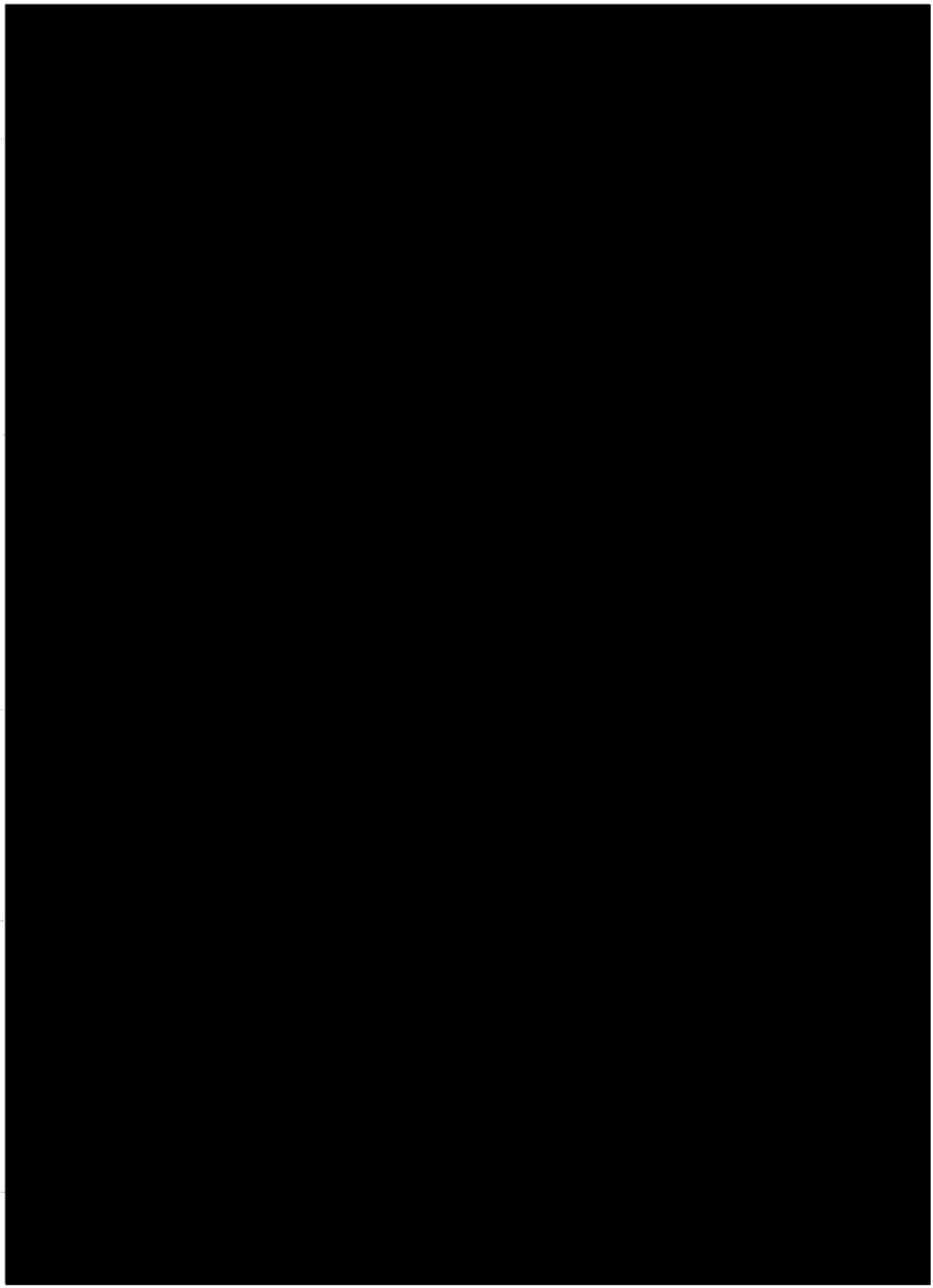


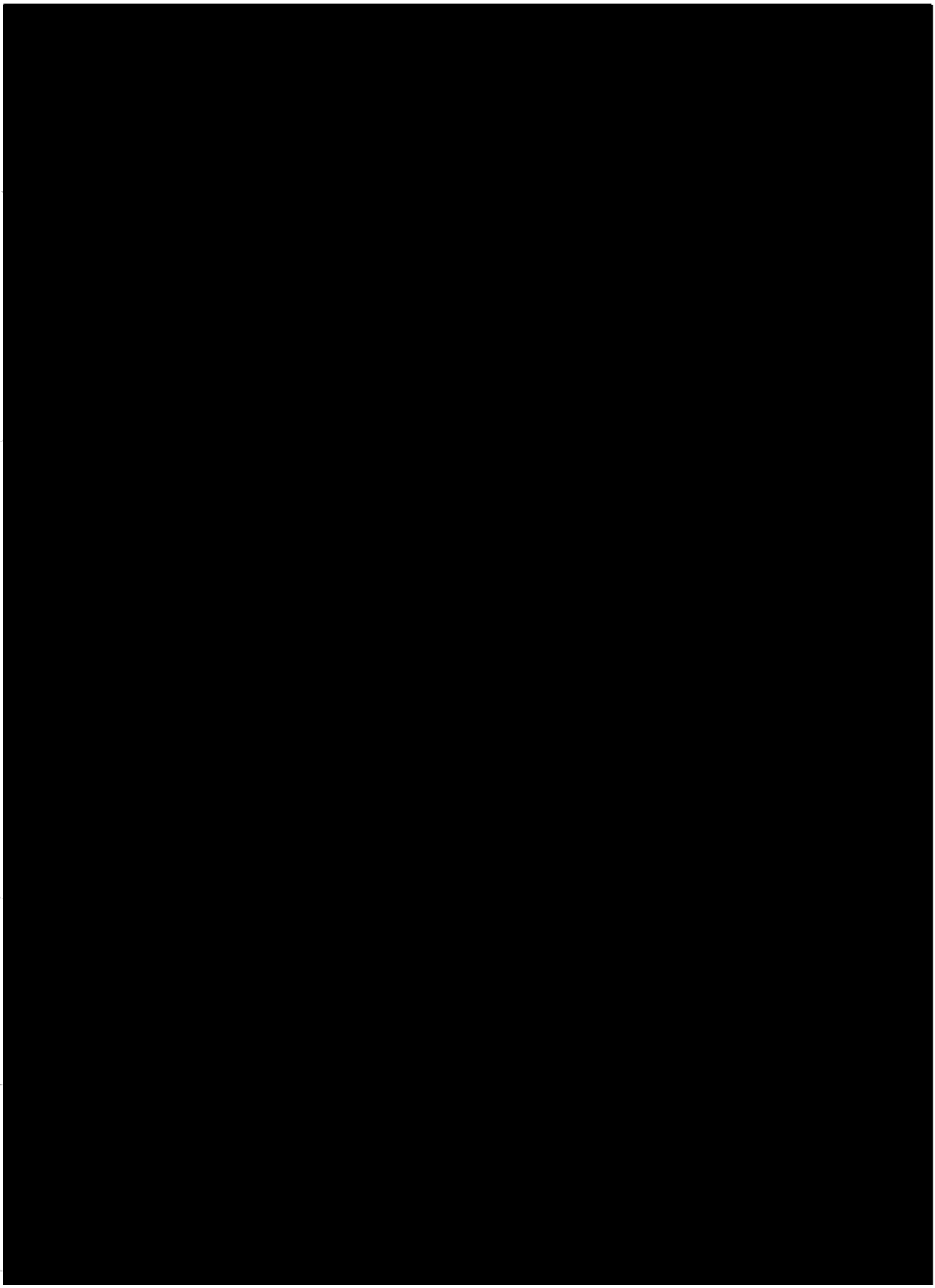
















Server Name : AWS Production- Claims loaded through 24-OCT-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 26-OCT-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 24-OCT-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	3	6Y05	*	MAINT	*	SXX	SXX	V00	A96	82
AWS Claim Key:	829269	**Doc #:**	02698251		**Trx Code:**		0712S	**Labor Hrs:**		1.3	**Labor Cost:**		62.77	**Material Cost:**		62.48	**Total Cost:**		128.28				
Dlr Cd-Sub Cd:	03893-*	**Name:**	VISTA FORD OF OXNARD				**Ph:**	805-9836511		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**29-APR-2005			**DIST(Mile):**5962			
Cust Comments:	5K SERVICE PER QCM NORMAL																						
Tech Comments:	QCM MAINT SERVICE CHANGE OIL AND FILTER, ROTATE TIRES, CHECK BRAKES, CHECK FLUIDS																						
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	3	5G04	*	5482	*	S13	S05	V39	N50	07
AWS Claim Key:	829270	**Doc #:**	02698252		**Trx Code:**		2	**Labor Hrs:**		.5	**Labor Cost:**		40.24	**Material Cost:**		0	**Total Cost:**		40.24				
Dlr Cd-Sub Cd:	03893-*	**Name:**	VISTA FORD OF OXNARD				**Ph:**	805-9836511		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**29-APR-2005			**DIST(Mile):**5962			
Cust Comments:	CHECK TORSION BAR FOR LOOSE BUSHING ON DRIVER SIDE.																						
Tech Comments:	STABILIZER BAR LOOSE DIAGNOSE, ROAD TEST, RESECURE STABILIZER BAR, RETEST																						
1FTWW33P05E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	7	6Y05	*	MAINT	*	SXX	SXX	V00	A96	82
AWS Claim Key:	1724861	**Doc #:**	03461250		**Trx Code:**		0712S	**Labor Hrs:**		1.8	**Labor Cost:**		90.03	**Material Cost:**		113.69	**Total Cost:**		206.56				
Dlr Cd-Sub Cd:	03893-*	**Name:**	VISTA FORD OF OXNARD				**Ph:**	805-9836511		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**25-AUG-2005			**DIST(Mile):**15984			
Cust Comments:	15,000 MILE SERVICE QCM																						
Tech Comments:	15K QCM MAINT CHANGE OIL AND FILTER, ROTATE TIRES, CHECK BRAKES, CHECK FLUIDS																						
1FTWW33P05EB[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	9	5G04	*	5493	*	S13	S05	V39	N50	07
AWS Claim Key:	2310469	**Doc #:**	03864152		**Trx Code:**		E84	**Labor Hrs:**		.3	**Labor Cost:**		25.01	**Material Cost:**		0	**Total Cost:**		25.01				
Dlr Cd-Sub Cd:	03893-*	**Name:**	VISTA FORD OF OXNARD				**Ph:**	805-9836511		**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**27-OCT-2005			**DIST(Mile):**17934			
Cust Comments:	CUSTOMER STATES DRIVER FRONT NOISE, ADVISE																						
Tech Comments:	SWAY BAR BUSHING LOOSE, INSPECT, REMOVE LEFT FRONT SWAY BAR BRACKET, REINSTALL BUSHING, RETEST																						

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 9 6L03 5C3Z 2504302 BAC S08 S08 V71 B85 01

AWS Claim Key: 2647145 **Doc #:** 03912751 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** 50.03 **Material Cost:** 79.44 **Total Cost:** 129.47

Dlr Cd-Sub Cd: 03893-* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-NOV-2005 **DIST(Mile):**18510

Cust Comments: C S GLOVE BOX UNDER AUX SWITCH PANEL JAMMED, INSTALL SOP

Tech Comments: GLOVE BOX BROKEN INSPECT, REMOVE AND REPLACE GLOVE BOX ASSY..

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 9 1D01 3C3Z 6700 BA S11 S11 V44 L65 D8

AWS Claim Key: 2556490 **Doc #:** 03912752 **Trx Code:** E84 **Labor Hrs:** 1.9 **Labor Cost:** 158.42 **Material Cost:** 41.37 **Total Cost:** 199.79

Dlr Cd-Sub Cd: 03893-* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-NOV-2005 **DIST(Mile):**18510

Cust Comments: CUSTOMER STATES ENGINE OIL LEAKS, ADVISE

Tech Comments: FRONT CRANK SEAL LEAKING, DIAGNOSE FOR LEAKS, REPLACE FRONT CRANK SEAL, RETEST

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 11 6Y05 * MAINT * SXX SXX V00 A96 82

AWS Claim Key: 2802637 **Doc #:** 04141521 **Trx Code:** 0712S **Labor Hrs:** 1.3 **Labor Cost:** 65.02 **Material Cost:** 64.93 **Total Cost:** 132.79

Dlr Cd-Sub Cd: 03893-* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**12-DEC-2005 **DIST(Mile):**20937

Cust Comments: CUSTOMER REQUEST 20,000 MILE SERVICE

Tech Comments: 20K QCM MAINT CHANGE OIL AND FILTER, ROTATE TIRES, CHECK BRAKES, CHECK FLUIDS

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 11 6H01 F81Z 2521452 AA S13 S05 V39 G09 07

AWS Claim Key: 2890871 **Doc #:** 04141552 **Trx Code:** E84 **Labor Hrs:** 1.6 **Labor Cost:** 133.4 **Material Cost:** 436.85 **Total Cost:** 570.25

Dlr Cd-Sub Cd: 03893-* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**12-DEC-2005 **DIST(Mile):**20937

Cust Comments: CUSTOMER STATES BOTH FRONT WINDOWS ARE SCRATCHED, INSTALL SOP

Tech Comments: BELT MOULDING LOOSE, SCRATCHED GLASS, INSPECT, REPLACE BOTH BELT MOULDINGS, NECEGLASS, RETEST

1FTWW33P05[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 6Y05 * MAINT * SXX SXX V00 A96 82

AWS Claim Key: 4304038 **Doc #:** 08629151 **Trx Code:** 0712S **Labor Hrs:** 1.3 **Labor Cost:** 58.72 **Material Cost:** 63.65 **Total Cost:** 128.5

Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-APR-2006 **DIST(Mile):**25321

Cust Comments: CUSTOMER REQUEST 25K QCM SERVICE

Tech Comments: 25000 MILES (40000 KMS) NORMAL SCHEDULED MAINTENANCE

1FTWW33P05[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 * * * * SXX SXX V00 * *

AWS Claim Key: 4304039 **Doc #:** 08629240 **Trx Code:** 05E15 **Labor Hrs:** 1 **Labor Cost:** 75.28 **Material Cost:** 142.28 **Total Cost:** 217.56

ANTELOPE VALLEY FORD **Ctry**

Dlr Cd-Sub Cd: 05426-* **Name:** LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Cd:** USA **Reg Cd:** NA **Repr Date:**10-APR-2006 **DIST(Mile):**25321
Cust Comments: 05E15 EXHAUST PRESSURE SENSOR REPLACEMENT, ON BOARD DIAGNOSTIC SYSTEM A
Tech Comments: RECALL 05E15 EP SENSOR, CONNECTOR, AND RECALIBRATION

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 * * * * SXX SXX V00 * *
AWS Claim Key: 4304040 **Doc #:** 08629241 **Trx Code:** 59B01 **Labor Hrs:** .3 **Labor Cost:** 22.58 **Material Cost:** 0 **Total Cost:** 22.58
Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-APR-2006 **DIST(Mile):**25321
Cust Comments: 59B01 ELIGIBLE FOR ONE TIME CUSTOMER ASSURANCE TEST DRIVE. SEE EMISSIO
Tech Comments: RECALL 59B01 CUSTOMER ASSURANCE TEST DRIVE REPLACE

1FTWW33P05EE[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 * * * * SXX SXX V00 * *
AWS Claim Key: 4304041 **Doc #:** 08629242 **Trx Code:** 05B32 **Labor Hrs:** .2 **Labor Cost:** 15.06 **Material Cost:** 0 **Total Cost:** 15.06
Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-APR-2006 **DIST(Mile):**25321
Cust Comments: 05B32 DE GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT
Tech Comments: RECALL 05B32 COOLANT DEGAS BOTTLE LABEL INSTALLATION AND COOLANT LEVEL AD

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 6Y05 * MAINT * SXX SXX V00 A96 82
AWS Claim Key: 6044134 **Doc #:** 09569151 **Trx Code:** 0712S **Labor Hrs:** 2.4 **Labor Cost:** 112.64 **Material Cost:** 201.66 **Total Cost:** 333.71
Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2006 **DIST(Mile):**34582
Cust Comments: THE CUSTOMER REQUESTS 30K QCM SERVICE.
Tech Comments: 30000 MILES (48000 KMS) NORMAL SCHEDULED MAINTENANCE

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 7P01 4C3Z 13K359 AAA S09 S09 V17 A85 28
AWS Claim Key: 6044135 **Doc #:** 09569751 **Trx Code:** E83 **Labor Hrs:** 1 **Labor Cost:** 78.22 **Material Cost:** 65.3 **Total Cost:** 143.52
Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2006 **DIST(Mile):**34582
Cust Comments: THE CUSTOMER STATES THAT THE TURN SIGNAL INDICATOR BLINKS TOO FAST ON RIGHT TURNS, POSS RT FRONT BULB IS OUT. CHECK AND ADVISE
Tech Comments: SHORT IN MULTIFUNCTION SWITCH HAD TO WIGGLE SWITCH FOR RIGHT TURN SIGNAL TO WORK ALSO RIGHT FRONT TURN SIGNAL BULB BURNT OUT REPLACED SWITCH AND TURN SIGNAL BULB

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 7H12 6C3Z 19980 AA S08 S08 V79 C05 28
AWS Claim Key: 6044136 **Doc #:** 09569752 **Trx Code:** E83 **Labor Hrs:** .9 **Labor Cost:** 70.4 **Material Cost:** 398.13 **Total Cost:** 468.53
Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2006 **DIST(Mile):**34582
Cust Comments: THE CUSTOMER STATES THAT THE A C INTERMITTENTLY QUITS WORKING, AS WELL AS THE DASH CLIMATE CONTROL DISPLAY. CHECK AND ADVISE.
Tech Comments: CLIMATE CONTROL SHUTS OFF BYITSELF ORDERED CLIMATE CONTROL HEAD CAR DOWN CONTROL HEAD HAS A SHORT INSIDE REPLACED CLIMATE CONTROL HEAD RETEST OK

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 2G04 * DIAG * S11 S11 V52 D02 82

AWS Claim Key: 6055350 **Doc #:** 09569755 **Trx Code:** S07 **Labor Hrs:** 1.6 **Labor Cost:** 125.15 **Material Cost:** 0 **Total Cost:** 125.15

Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-SEP-2006 **DIST(Mile):**34582

Cust Comments: THE CUSTOMER STATES THAT THE COMPUTER WAS FLASHED FOR CA EMISSIONS, BUT THE VEHICLE IS REGISTERED TO OREGON, AND NOW THERE IS A FUEL ECONOMY LOSS.

Tech Comments: KOEO KOER ON DEMAND INJ TEST FUEL PRESSURE 50PSI NO CODES RD TEST 19.6 MILES MONITOR MGP 66MPH 2130 RPM FOR 7 MINUTES 36SEC AVERAGE MPG 14.7 SPECS 14 16 NORMAL NO PROBLEM FOUND ALL WITHIN SPECS

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 21 5N01 * 3A131 * S13 S10 V89 N24 33

AWS Claim Key: 6044137 **Doc #:** 09592451 **Trx Code:** E84 **Labor Hrs:** .5 **Labor Cost:** 39.11 **Material Cost:** 0 **Total Cost:** 39.11

Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-OCT-2006 **DIST(Mile):**34601

Cust Comments: THE CUSTOMER STATES THAT WHEN YOU HIT A BUMP WHILE DRIVING, THE STEERING WHEEL AND FRONT END SHAKE BAD. CHECK AND ADVISE.

Tech Comments: CAME OUT OF BRACKET LOOSENED BRACKET REPLACED BUSHING BACK INTO BRACKET RETEST OK

1FTWW33P05T[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 21 5U88 * NPF * S13 S10 V89 N25 82

AWS Claim Key: 6553761 **Doc #:** 09691751 **Trx Code:** E84 **Labor Hrs:** .4 **Labor Cost:** 31.29 **Material Cost:** 0 **Total Cost:** 31.29

Dlr Cd-Sub Cd: 08650-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** *-* **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-OCT-2006 **DIST(Mile):**35591

Cust Comments: THE CUSTOMER STATES THAT THE STEERING WHEEL WILL SHAKE VIOLENTLY BACK AND FORTH AFTER HITTING A BUMP ABOVE 40 MPH. CK AND ADVISE.

Tech Comments: FRONT TIRES WERE AT 53 PSI REAR AADJUSTED TIRE PRESSURE TO FRONT 75 PSI REAR 60 PSI SETTING TIRE

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 21 6R01 6C3Z 78611B09 AAB S08 S08 V05 S25 41

AWS Claim Key: 6541599 **Doc #:** 09691752 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** 46.93 **Material Cost:** 54 **Total Cost:** 100.93

Dlr Cd-Sub Cd: 08650-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** *-* **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-OCT-2006 **DIST(Mile):**35591

Cust Comments: THE CUSTOMER STATES THAT THE DRIVERS SEAT BELT LOCKS UP WHEN YOU ARE DRIVING AND TRY TO LEAN FORWARD, NO MATTER HOW SLOW. CK AND ADVISE.

Tech Comments: RETRACTORS BINDS REPLACE DRIVERS SIDE RETRACTOR

1FTWW33P05E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 25 2E06 5C4Z 9A543 A S11 S11 V44 D50 42

AWS Claim Key: 7575204 **Doc #:** 01274751 **Trx Code:** S07 **Labor Hrs:** 8 **Labor Cost:** 625.76 **Material Cost:** 940.8 **Total Cost:** 1566.56

Dlr Cd-Sub Cd: 05426-* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-FEB-2007 **DIST(Mile):**44593

Cust Comments: CUST SAYS VEHICLE HAS CRANK NO START BEFORE THAT VEH LOST POWER 3XS WENT FROM 70MPH 40MPH & WOULD NOT EXCEEED 40MPH FOR 30 SEC WHEN SHUT OFF VEHICLE WOULD NOT BRAKE OR STEER

Tech Comments: HP OILPUMP BLOCK AND FITTING LEAKING FOUND HP OIL SYSTEM LOSING PRESSURE PRESSURE TEST REPLACED BLOCK AND FITTING ALSO FOUND WHEN PUMP WAS REMOVED LOTS OF METAL DEBRIS AND IPR VALVE CAP INSIDE HP OILPUMP REPLACED PUMP REASSEMBLED RECHECK RD TEST ALL OK REPAIRS WHERE PERFORMED WITH NICL WALTER FSE

1FTWW33P05[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	25	5O01	7C3Z	3504	A	S13	S10	V89	C50 30

AWS Claim Key:	7594767	**Doc #:**	01274752	**Trx Code:**	P01	**Labor Hrs:**	10.5	**Labor Cost:**	821.31	**Material Cost:**	945.87	**Total Cost:**	1767.18
Dlr Cd-Sub Cd:	05426-*	**Name:**	ANTELOPE VALLEY FORD LINCOLN MERCURY	**Ph:**	661-9493586	**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	27-FEB-2007	**DIST(Mile):** 44593

Cust Comments: CUST SAYS EXCESSIVE DRIFTING SWEEPING TO THE LEFT APPROX 65MPH IF U HIT A SLIGHT BUMP THEN VEH WILL LOSE CONTROL & CUST CANNOT STEER FOR A FEW SECONDS INTERMITTENT SEE HISTORY

Tech Comments: EXCESSIVE DRIFTING TO THE LEFT ALL REPAIRS WHERE PERFORMED WITH NICL WALTER FSE REPLACED STEERING GEAR CKD TORQUE ON ALL STG AND SUSP ADJUSTED TO SPECS USED ALIGNMENT ADJUSTED BUSHING TO REDUCE FRT CASTER RT CONCERN STILL THERE FSE ADVISED TO REPLACE STG GEAR AND LOWER CASTER 1.50 L AND 2.00 RT ROAD TESTED STILL PRESENT INSTALLED AFTERMARKET RANCHO STG DAMPER AND BAR

1FTWW33P05[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	25	6Y20	*	MISC	*	SXX	SXX	V00	A98 82

AWS Claim Key:	7740426	**Doc #:**	01274753	**Trx Code:**	P98	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	924
Dlr Cd-Sub Cd:	05426-*	**Name:**	ANTELOPE VALLEY FORD LINCOLN MERCURY	**Ph:**	661-9493586	**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	27-FEB-2007	**DIST(Mile):** 44593

Cust Comments: LOANER RENTAL 28 DAY FORD CRC PER BROOKE POWELL PO# 149660

Tech Comments: GOODWILL RENTAL PER FORD MOTOR CO GOODWILL RENTAL PER FORD MOTOR CO

1FTWW33P05[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	25	6Y05	*	MAINT	*	SXX	SXX	V00	A96 82

AWS Claim Key:	7436154	**Doc #:**	01283251	**Trx Code:**	0712S	**Labor Hrs:**	1.3	**Labor Cost:**	61.01	**Material Cost:**	66.96	**Total Cost:**	134.41
Dlr Cd-Sub Cd:	05426-*	**Name:**	ANTELOPE VALLEY FORD LINCOLN MERCURY	**Ph:**	661-9493586	**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	01-MAR-2007	**DIST(Mile):** 44593

Cust Comments: CUST REQUESTS QCM 40K

Tech Comments: 40000 MILES (64000 KMS) NORMAL SCHEDULED MAINTENANCE

Any comments? You can contact

webmaster



DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

SUPERIOR CT., OCEAN CO.

[redacted]
TOMS RIVER, NJ [redacted]

vs.

FORD MOTOR COMPANY
c/o CT CORPORATION
820 Bear Tavern Road
West Trenton, N.J. 08628

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: OCEAN COUNTY
:
: DOCKET NO. [redacted]
:
:
: CIVIL ACTION
:
: COMPLAINT AND JURY TRIAL DEMAND

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of New Jersey, residing at [redacted] Toms River, NJ [redacted]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 820 Bear Tavern Road, West Trenton, N.J. 08628.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about November 9, 2004, Plaintiff purchased a new 2005 Ford F-250

Super Duty (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW21575E[redacted] The vehicle was purchased in the State of New Jersey and registered in the State of New Jersey.

5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled more than $50,126.00.

6. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet, including a three (3) year or thirty-six thousand mile bumper-to-bumper express warranty.

7. On or about November 9, 2004, Plaintiff took possession of the above mentioned vehicle and experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

8. Said nonconformities consisted of, but were not limited to a defective suspension system. Copies of the repair orders are attached hereto and marked as Exhibit "A".

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

10. Plaintiff has delivered the nonconfirming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.

11. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

12. In addition, the above vehicle has or will in the future be out of service by reason

of the non-conformities complained of for a cumulative total of twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

14. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and/or its authorized service center, may not have maintained records.

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

16. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney's fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

20. Plaintiff uses the subject product for personal, family and household purposes.

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

22. Defendant failed to make effective repairs, or failed to make effective repairs within a reasonable time.

23. 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.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in her favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. Amount not in excess of $75,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

26. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

27. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability,

c. Breach of Implied Warranty of Fitness For a Particular Purpose,

d. Breach of Duty of Good Faith.

28. The purpose for which Plaintiff purchased the vehicle include but are not limited to her personal, family and household use.

29. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

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

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

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

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

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: [redacted]
Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

TO ORDER CALL (800) 422-3102 OR FAX 888-299-8534 LINE UP COMPUTER/PRINTER SQUARELY WITH BRACKET BELOW

CHASE

NEW JERSEY RETAIL INSTALLMENT CONTRACT Date NOVEMBER 9, 2004

NOTE - A TABLE OF CONTENTS FOR THIS CONTRACT APPEARS AS PARAGRAPH NO. 36 ON THE REVERSE SIDE

1. **NATURE OF CONTRACT:** If this box is checked, this is a simple interest contract ***WITH*** a "Balloon Payment" as the last scheduled payment. (The Balloon Payment option is not available if the cash price of the vehicle is $10,000 or less.) If this box is not checked, this is a simple interest contrac ***WITHOUT*** a "Balloon Payment" as the last scheduled payment.

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)	Seller (Creditor) Name and Business Address
[redacted] TOMS RIVER NJ [redacted] OCEAN [redacted] TOMS RIVER NJ [redacted] OCEAN	DOWNS FORD, INC. 360 HIGHWAY 37 EAST TOMS RIVER NJ 08753

2. **WHO IS BOUND:** You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicl on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we," "us," and "our" mean the Selle named above and, after assignment and acceptance, the Seller's assignee, Chase Manhattan Bank USA, N.A., acting on its own or as agent for an affiliated entity (an any subsequent assignee).

3. **DESCRIPTION OF VEHICLE:** You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Weight (lbs.)	Make and Model	Body Type	Vehicle Identification No.	Key No.	Use for Which Purchased
NEW	05		FORD F-250 SD	CREW CAB	1FTSW21575E[redacted]	1251X	X personal business agricultural

If truck – Describe body, gross vehicle weight and major items of equipment sold:

4. **NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: The information you see on the window form for thi vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.**

5. **FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 500.00
6.90 %	$ 9200.00	$ 40426.00	$ 49626.00	$ 50126.00

PAYMENT SCHEDULE: Your payment schedule will be 72 monthly payments of $ 689.25 each due on the same day of each month starting on DECEMBER 24, 2004

BALLOON PAYMENT: If this Contract is checked with "Balloon Payment" above, your payment schedule will be monthly payments of $ N/A each, due on the same day of each month starting on , an then your last payment will be $ N/A, due on .

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If a payment is more than 10 days late, you may be charged $10.00.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and o right to require prepayment in full before the scheduled maturity date.

6. **ITEMIZATION OF THE AMOUNT FINANCED**

1. Cash Price (including any accessories, installation of accessories, and sales taxes of $ 2280.00):		$ 39878.
2. Downpayment:		
A. Net Trade-in	$ N/A	
Your Trade-in is a Year Make Model		
B. Cash Downpayment	$ 500.00	
C. Total Downpayment (A + B)		$ 500.
		$ 39878.

3. Unpaid Balance of Cash Price (1 - 2) ..... $

4. Other Charges Including Amounts Paid to Others on Your Behalf:

A. Cost of Optional Credit Insurance for the Term(s) Specified in the "Credit Insurance" Paragraph of this Contract Paid to the Insurance Company (s) Named Below:

Life $ N/A Disability, Accident and Health $ N/A $ N/A ..

B. Official Fees Paid to Government Agencies $ N/A

C. Government License and/or Registration Fees (Itemize) $ 7.50

D. Government Certificate of Title Fees $ 540.00

E. Other Charges (Describe who will receive payment and purpose)

To JMA TLPP For Optional Gap Coverage $ 500.00

To For $ N/A ..

I request Optional Gap coverage under the terms in Section 31 [redacted]

F. Total Other Charges and Amounts Paid to Others on Your Behalf (A + B + C + D + E) $ 1047.50

5. Amount Financed – (Unpaid Balance) (3 + 4F): $ 40426.00

** We may retain, or receive, a portion of these amounts.

7. **PROMISE TO PAY:** You promise to pay us the Amount Financed shown above, plus a Finance Charge determined by applying a daily rate of 1/365th of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed each day.

8. **PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received.** If no late charge and/or returned check charge is owed, we credit each payment first to accrued Finance Charge and then to the unpaid balance of the Amount Financed. If a late charge and/or returned check charge is owed, we credit each payment first to accrued Finance Charge, then to the scheduled unpaid balance of the Amount Financed, then to unpaid late charge and/or returned check charge, and then to the unpaid balance of the Amount Financed. We compute your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more).

9. **BALLOON PAYMENT:** IF THIS CONTRACT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. Paragraph 16 appearing on the reverse entitled "LAST PAYMENT OPTIONS" applies and the odometer reading referred to in Section (B)(4) of such paragraph is * miles.

10. **LOCATION OF VEHICLE:** The vehicle will be kept at the above address of the Buyer, unless another address is listed:

CREDIT INSURANCE

11. **Credit life and credit disability, accident and health insurance are not required to obtain credit** and will not be provided under this Contract unless you sign for them and agree to pay the additional cost. The policies or certificates issued by the insurer will describe the terms and conditions in further detail.

If you want the following insurance, sign below:

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A

Credit Life insurance will pay your debt on this Contract up to $ N/A

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of N/A

Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

12. **PROPERTY INSURANCE:** Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller, it will be furnished by N/A for the initial term of N/A at a premium of N/A, **but such charge is not included in this Contract.**

13. THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT IT CONTAINS AN "AGREEMENT TO ARBITRATE DISPUTES" ON THE REVERSE SIDE, THAT YOU HAVE READ IT AND AGREE TO ITS TERMS.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

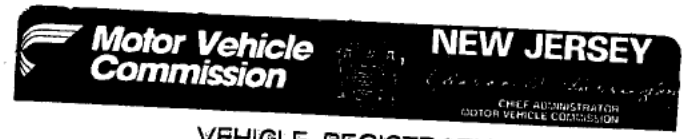
14. **ACKNOWLEDGEMENT: You acknowledge that you have read both sides of this Agreement, agreed to all terms, and received a completed copy of it signed by Seller.**

NOTICE TO RETAIL [redacted] act if blank. You are [redacted] e time you sign. Keep it to p

15. Buyer Signs _____ Co-Buyer Signs _____

Seller (Creditor) Signs _____

By signing here [redacted] ract and assigns this Contract to Seller's assignee under the terms agreed to by Seller and Seller's assignee.



VEHICLE REGISTRATION

[redacted]

VIN: [redacted] GOOD THRU: 11/2008

FOR 2005 PKUP BK 250 GW:9000 AX:2

[redacted] PASS-COMM FEE 15

DL:A80071260054734

TOMS RIVER NJ [redacted] REPLACEMENT PT:PR

FEE: 50.00 SR200435000002892

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753
Phone (732) 349-2240 Ext. 918
www.downsford.com

ESTABLISHED 1930

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

DOWNS FORD - TOMS RIVER, NJ
P & A CODE: 20681-7 (CHECK (√) APPROPRIATE BOX)

[ ] CLAIMS REVIEW [ ] AUTHORIZATION TO SUBMIT CLAIM [ ] PARTS SCRAP OUT

$ _____ PARTS $ _____ LABOR $ _____ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

INVOICE TO

[redacted]

TOMS RIVER NJ [redacted]
CELL: [redacted] HOME: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]

TOMS RIVER NJ [redacted]
CELL: [redacted] HOME: [redacted]

FOR OFFICE USE

ADV: 110 LAUREIGH, INVOICE: QUOTE WAR W LN
MFG: 13L582 INVOICED: 09/01/2005 09:17:28
ODOMETER IN: 18621 OUT: 18626
DATES BEGIN: 08/30/05 DONE: 09/01/05

VEHICLE INFORMATION

VIN 1FTSW21575E[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD CREW CAB BLACK
STOCK# [redacted]

*** R.O. NOT COMPLETE ***

CONCERN 51 05B27 TRANS LOW/ REVERSE SNAP RING RECALL
CAUSE A
CORRECTION R&R TRANS AND PERFORMED RECALL

OPERATION	TECH HOURS	AMOUNT
A	200 .0	

PART NUMBER	DESCRIPTION	QTY	SELL
FMC 5C3Z 7D483 Y	RING	1	
FMC XT 6 QSP	FLUID - TRANSMISSION	12	

FACTORY CUST CODE : A99
FP-XT6QSP
REPAIR TYPE 02 VISIT 1 CODES - PROGRAM: 05B27

INDICATORS - FRANCHISE: N

CONCERN 52 05S33 FUEL LINE CLIP RECALL
CORRECTION PERFORMED RECALL

OPERATION	TECH HOURS	AMOUNT

PART NUMBER	DESCRIPTION	QTY	SELL
FMC 5C3Z 9J278 A	RETAINER	1	

FACTORY CUST CODE : A99
REPAIR TYPE 02 VISIT 1 CODES - PROGRAM: 05S33

INDICATORS - FRANCHISE: N

PAYMENT DISTRIBUTION FOR INVOICE W52214

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	RO#	DATES INVOICED
08/30/05	52210	

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ROBERT LAUREIGH

PF
LAS

eReorder From: njear Services, Inc. (609) 883-5058 w 18297 (5-03)

Quick Lane™

Tire & Auto Repair Center
360 Route 37, Toms River, NJ 08753
(732) 349-6776 X 918
(Located at Downs Ford, Inc)

VISIT US AT "WWW.DOWNSFORD.COM"
APPOINTMENTS UNDER PARTS & SERVICE.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

Reorder From: by car Services, Inc. (800) 883-5056 20996 (8/05)

---------- INVOICE TO ----------

[redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]

---------- FOR OFFICE USE ----------

---------- VEHICLE INFORMATION ----------

ADV: 110 LAUREIGH INVOICED: 09/13/2005 15:09:20 PC 05 F-250 SD BLACK LICENSE NUMBER: [redacted]

CAUSE FOUND NO ABNORMAL CONCERN
CORRECTION CK AS NEC NO ABNORMAL CONCERN FOUND
FACTORY CERT#: 2300
CUST CODE : P83

W	205	.5	.00

INDICATORS - FRANCHISE: N

TYPE: W

---------- SUBTOTAL ----------

TOTAL CHARGE FOR CONCERN .00

CONCERN 53* C/S DRIVER SIDE F-250 AUPER DUTY EMBLEM PEELIING
CAUSE F250 EMBLEM IS PEELING
CORRECTION REPLACED EMBLEM AS NEC

OPERATION	TECH	HOURS	AMOUNT
MT16720	205	.5	41.78

PART NUMBER		DESCRIPTION		QTY	SELL	
FMC 5C3Z	16720 NA	*NAME PLATE	-SPO	1	13.65	13.65
SPO 5C3Z	16720 NA	*NAME PLATE		1		
PARTS: COUNT	2	ALLOWANCE:	11.96			

FACTORY CERT#: 2300
CUST CODE : B62 COND CODE : 42
FP-5C3Z16720NA
REPAIR TYPE 01 VISIT 1 CODES -

---------- SUBTOTAL ----------

PARTS	25.61
LAB-MECHANICAL	41.78
TOTAL CHARGE FOR CONCERN	67.39

TYPE: W

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE W52210

PARTS	25.61
LAB-MECHANICAL	225.59
TOTAL CHARGE	251.20

PAYMENT DISTRIBUTION FOR INVOICE W52210

TOTAL CHARGE	251.20
FAC WARRANTY	251.20

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	RO#	DATES INVOICED
08/30/05	52214	WAR - 08/31/05 (*)

Quick Lane™

Tire & Auto Repair Center
360 Route 37, Toms River, NJ 08753
(732) 349-6776 X 918
(Located at Downs Ford, Inc)

VISIT US AT "WWW.DOWNSFORD.COM"
APPOINTMENTS UNDER PARTS & SERVICE.

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X _____

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED

REPRINT

INVOICE TO

[redacted]
TOMS RIVER NJ [redacted]
CELL: [redacted] HOME: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]
TOMS RIVER NJ [redacted]
CELL: [redacted] HOME: [redacted]

FOR OFFICE USE

ADV: 110 LAUREIGH, INVOICE: FINAL WAR W FC
MFG: 13L582 INVOICED: 09/13/2005 15:09:20
ODOMETER IN: 17000 OUT: 18626
DATES BEGIN: 08/30/05 DONE: 09/13/05

VEHICLE INFORMATION

VIN 1FTSW21575[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD CREW CAB BLACK
STOCK# [redacted]

		OPERATION	TECH	AMOUNT
CONCERN 49	SPECIAL-FREE PREVENTIVE CHECK-			
CAUSE	A	99P	222	
CORRECTION	PERFORM BASIC MAINTENANCE CHECK CHECK ALL BELTS,HOSES,TIRES AND LIGHTS.CHECK FOR LEAKS,CHECK EXHAUST SYSTEM & NOTE ANY BROKEN OR LOOSE PARTS.SERVICE CHECK VEHICLE. CHECK AIR FILTER AND ADVISE.CHECK BATTERY CONDITION.FILL OUT REPORT CARD.			
COMMENT	SPECIAL "SERVICE CHECK VEHICLE"			
FACTORY	CERT#: 2375			
	CUST CODE : A9S			
TYPE: W	LINE FLAGS: NOS	INDICATORS - FRANCHISE: N		
		TOTAL CHARGE FOR CONCERN		.00

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 51	C/S AFTER HITTING A BUMMP AT HI-SPEED/ F/E SHAKES BADLY, HAVE TO RIDE IT IF YOU APPLY BRAKES IT GETS WORST	042601A	222	2.2	183.81
CAUSE	FRT END SZHAKES BADLY				
CORRECTION	CK FRT END AS NEC, SET TIRE PRESSURE AND ADJ STEERING GEAR, ROAD T				
FACTORY	CERT#: 2375				
	CUST CODE : C50 COND CODE : 42				
	FP-3600				
	REPAIR TYPE 01 VISIT 1 CODES -				
	INDICATORS - FRANCHISE: N				
	SUBTOTAL				
TYPE: W	LAB-MECHANICAL				183.81
	TOTAL CHARGE FOR CONCERN				183.81

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 52	C/S TAKES TO LONG TO ENGAGE INTO DRIVE				

Receipt From: Mycar Services, Inc. (800) 889-6662 20996 (8/00)

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753

Phone (732) 349-2240 Ext. 918

www.downsford.com

ESTABLISHED 1930

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED

DOWNS FORD - TOMS RIVER, NJ
P & A CODE: 20681-7 (CHECK (√) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ _____ PARTS $ _____ LABOR $ _____ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

---------- INVOICE TO ----------

[redacted]

TOMS RIVER NJ [redacted]

CELL: [redacted] WORK: [redacted] WORK EXT:8204

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted] ----------

[redacted]

TOMS RIVER NJ [redacted]

CELL: [redacted] WORK: [redacted] WORK EXT: 8204

---------- FOR OFFICE USE ----------

ADV: 110 LAUREIGH, INVOICE: QUOTE WAR W RL

MFG: 13L582 INVOICED: 07/14/2006 15:53:39

ODOMETER IN: 35787 OUT: 35787

DATES BEGIN: 07/11/06 DONE: 07/14/06

---------- VEHICLE INFORMATION ----------

VIN 1FTSW21P[redacted] LICENSE NUMB[redacted]

05 FORD F-250 SD XLT 4WD CREW CAB BLACK

STOCK# [redacted]

---------- *** R.O. NOT COMPLETE *** ----------

			OPERATION	TECH	HOURS	AMOUNT
CONCERN 51*						
CAUSE	A					
CORRECTION	ADVISED CUST. NEEDS PROPER OIL FILTER & OIL, SEE NOTES ON RO.711c3					
CONCERN 52	C/S ENGINE RACES AT TIMES & TRANS DOESN'T WANT TO SHIFT		OPERATION	TECH	HOURS	AMOUNT
CAUSE	ROAD TESTED, CHECKED OUT & TESTED		A	200	.0	
CORRECTION	REPLACED CID SENSOR, CLEARED CODES, ROAD TESTED OK AT THIS TIME					
	PART NUMBER	DESCRIPTION	QTY		SELL	
	FMC 1W7Z 6B288 AB	SENSOR ASY	1			
FACTORY	CUST CODE : P69					
	FP-1W7Z6B288AB LINE AUTH: BL 071406 15:47					
	REPAIR TYPE 01 VISIT 1 CODES -					
CONCERN 53	C/S TRUCK SHUTTERS WHEN DRIVING & HITTING BUMPS		OPERATION	TECH	HOURS	AMOUNT
CAUSE	CK OUT & RE-TORQUED FRONT SUS-					
CORRECTION	PENION, ADJ STEERING BOX & REPLACED CAMBER KITS. RE SET TIRE PRESS					
COMMENT	RE					
	PART NUMBER	DESCRIPTION	QTY		SELL	
	FMC 5C3Z 3B440 EEE	ADJUSTER ASY	2			
FACTORY	CUST CODE : H21					
CONCERN 54*	LL/R SIGNAL BULB OUT		OPERATION	TECH	HOURS	AMOUNT
	ADD ON R.LL.		A	200	.0	
CAUSE	A					
CORRECTION	REPLACED BULB					
	PART NUMBER	DESCRIPTION	QTY		SELL	

Reorder From: Ajcar Services, Inc. (609) 883-8686 18297 (5-03)

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753

Phone (732) 349-2240 Ext. 918

www.downsford.com

ESTABLISHED 1930

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED

DOWNS FORD - TOMS RIVER, NJ

P & A CODE: 20681-7 (CHECK (✓) APPROPRIATE BOX)

[ ] CLAIMS REVIEW [ ] AUTHORIZATION TO SUBMIT CLAIM [ ] PARTS SCRAP OUT

$ _____ PARTS $ _____ LABOR $ _____ TOTAL

Authorized Signature And Date

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(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X _____

---------- INVOICE TO ----------

[redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]

---------- FOR OFFICE USE ----------

---------- VEHICLE INFORMATION ----------

ADV: 110 LAUREIGH INVOICED: 07/14/2006 15:53:39 AL 05 F-250 SD BLACK LICENSE NUMBER [redacted]

*** R.O. NOT COMPLETE ***

FMC# F4CZ 13466 A BULB

FACTORY CUST CODE : L30

FP-F4CZ13466A

REPAIR TYPE 01 VISIT 1 CODES -

PAYMENT DISTRIBUTION FOR INVOICE [redacted]

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	RO#	DATES INVOICED
07/14/06	[redacted]	

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ROBERT LAUREIGH

Reorder From: ujcar Services, Inc. (800) 883-4055 FT 18287 (5-03)

Quick Lane™

Tire & Auto Repair Center
360 Route 37, Toms River, NJ 08753
(732) 349-6776 X 918
(Located at Downs Ford, Inc)

VISIT US AT "WWW.DOWNSFORD.COM"
APPOINTMENTS UNDER PARTS & SERVICE.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

INVOICE TO

[redacted]
TOMS RIVER NJ [redacted]
CELL: [redacted] WORK: [redacted] WORK EXT:8204

FOR OFFICE USE

ADV: 110 LAUREIGH, INVOICE: PRELIM MAN M AL
MFG: 13L582 INVOICED: 07/14/2006 15:54:00
ODOMETER IN: 35787 OUT: 35787
DATES BEGIN: 07/14/06 DONE: 07/14/06

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]
TOMS RIVER NJ [redacted]
CELL: [redacted] WORK: [redacted] WORK EXT: 8204

VEHICLE INFORMATION

VIN 1FTSW21575[redacted] LICENSE NUMBER: [redacted]
05 FORD F-250 SD XLT 4WD CREW CAB BLACK
STOCK# [redacted]

CONCERN 05 LUBE OIL AND FILTER
CORRECTION CHANGE OIL AND FILTER,LUBRICATION AND SERVICE CHECK VEHICLE.
CHECK ALL BELTS,HOSES AND TIRES.CHECK PRESSURE AND CONDITION.
CHECK ALL FLUID LEVELS OF BRAKES,TRANS.,DIFF.,STEERING AND
COOLANT PROTECTION TO -20 DEGREES.SERVICE CHECK VEHICLE,LUBRICATION.
CHANGE OIL AND REPLACE FILTER (MOTORCRAFT).
CHECK AIR FILTER.12-POINT INSPECTION
TECH NOTES ADVISED CUST TO USE PROPER OIL FILTER & OIL & SERVICE MORE OFTEN
NOTE; 2 QUARTS LLOW ON OIL & VERY DIRTY & SLUGGED

OPERATION	TECH	AMOUNT
LOF	216	

PART NUMBER		DESCRIPTION	QTY	LIST	SELL
FMC FL	820 S	FILTER ASY - OIL	1		
FMC XO	5W20 QSP	ENGINE OIL SAE5W20 A	7		

TYPE: M

TOTAL CHARGE FOR CONCERN 29.45

CONCERN 08* OUR INSPECTION OF YOUR BATTERY INDICATES
CORRECTION "CHECKED AND FOUND OK" WHICH MEANS GOOD CONDITION.

OPERATION	TECH	AMOUNT
GBATT	200	.00

TYPE: M

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

CONCERN 10* OUR INSPECTION OF YOUR TIRES INDICATES
CORRECTION "MAY REQUIRE FUTURE ATTENTION"

OPERATION	TECH	AMOUNT
YTIRE	200	.00

TYPE: M

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

CONCERN 49* SPECIAL-FREE PREVENTIVE CHECK-
CORRECTION PERFORM BASIC MAINTENANCE CHECK

OPERATION	TECH	AMOUNT
99P	216	

Reorder From: ijj car Services, Inc. (609) 8655068 20996 (8/03)

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753

Phone (732) 349-2240 Ext. 918

www.downsford.com

ESTABLISHED 1930

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED

DOWNS FORD - TOMS RIVER, NJ
P & A CODE: 20681-7 (CHECK (√) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ _____ PARTS $ _____ LABOR $ _____ TOTAL

Authorized Signature And Date

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(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X _____

---------- INVOICE TO ----------

[redacted]

TOMS RIVER NJ [redacted]

CELL: [redacted] WORK: [redacted] WORK EXT [redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted] ----------

[redacted]

TOMS RIVER NJ [redacted]

CELL: [redacted] WORK: [redacted] WORK EXT: [redacted]

---------- FOR OFFICE USE ----------

ADV: 103 VIVONA, A INVOICE: QUOTE CUS C DW

MFG: 13L582 INVOICED: 11/02/2006 13:45:08

ODOMETER IN: 36198 OUT: 36198

DATES BEGIN: 08/02/06 DONE: 11/02/06

---------- VEHICLE INFORMATION ----------

VIN 1FTSW21575[redacted] LICENSE NUMBER: [redacted]

05 FORD F-250 SD XLT 4WD CREW CAB BLACK

STOCK# [redacted]

---------- *** R.O. NOT COMPLETE *** ----------

CONCERN 51	C/S ENGINE MAKING A LOT OF NOISE & MISSING	OPERATION	TECH / AMOUNT
CORRECTION	A	A	216 / 177.19
TECH NOTES	CHECKED OUT. VERIFIED CONCERN, NOISE COMING FROM ENGINE AT AN IDLE & RUNS ROUGH, TESTED FOR CODES, FOUND MIS-FIRE CODES FOR #5 & #7 CYLINDERS& LEFT CAM SOLINOID, PERFORMED POWER BALANCE. LOW COMPRESSION #5 & #7 CYLINDERS. AT TIMES MIS-FIRE OCCURS AT IDLE WHILE IN GEAR, PROBLEM IMPROVES WHEN YOU TIP IN ON THROTTLE/ ADVISED CUSTOMER OF CONCERNS NOTE; ON 07/11/06 CUSTOMER WAS ADVISED, ENGINE WAS LOW ON OIL, VERY DIRTY & SLUGGED, NEEDED TO BE SERVICED MORE OFTEN ADVISED CUSTOMER SHOULD HAVE MAINTANCE RECORDS, NO FURTHER WORK DONE AT THIS TIME. NO AUTHORIZATION TO WORK ON.		

---------- SUBTOTAL ----------

LAB-MECHANICAL 177.19

TOTAL CHARGE FOR CONCERN 177.19

TYPE: C LINE FLAGS: NOS

CONCERN 52*	CUSTOMER REQUEST ENGINE TEARDOWN AND DIAG	OPERATION	TECH / AMOUNT
CORRECTION	DISASSEMBLE ENGINE AS NEC, FOUND OIL SLUDGE THROUGH OUT	M	202 / 404.82
COMMENT	NEEDS REMAN ENGINE, ESTIMATE AND ADVISED OWNER. ENGINE IS APART.		

---------- SUBTOTAL ----------

LAB-MECHANICAL 404.82

TOTAL CHARGE FOR CONCERN 404.82

TYPE: C

Reorder From: dj cdr Services, Inc. (800) 833-5058 8297 (5-03)

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753

ESTABLISHED 1930

Phone (732) 349-2240 Ext. 918

www.downsford.com

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED

DOWNS FORD - TOMS RIVER, NJ

P & A CODE: 20681-7 (CHECK (✓) APPROPRIATE BOX)

[ ] CLAIMS REVIEW	[ ] AUTHORIZATION TO SUBMIT CLAIM	[ ] PARTS SCRAP OUT
$ _____ PARTS	$ _____ LABOR	$ _____ TOTAL

Authorized Signature And Date

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

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X _____

---------- INVOICE TO ----------

[redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]

---------- FOR OFFICE USE ----------

ADV: 103 VIVONA, INVOICED: 11/02/2006 13:45:08 DW

---------- VEHICLE INFORMATION ----------

05 F-250 SD BLACK LICENSE NUMBER: [redacted]

---------- *** R.O. NOT COMPLETE *** ----------

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE [redacted]

LAB-MECHANICAL	582.01
SUB-TOTAL	582.01
TAX	40.74
TOTAL CHARGE	622.75

PAYMENT DISTRIBUTION FOR INVOICE C72240

TOTAL CHARGE	622.75
CASH DUE	622.75

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ANTHONY VIVONA
*NOTE;SUFFIX OF PART NUMBER DETERMINES NEW OR REMANUFACTURED PARTS,ALL PARTS WITH "RM-" OR "X" ARE CONSIDERED REMANUFACTURED,ALL OTHER SUFFIX INDICATE NEW PARTS. "USED" PARTS HAVE NO GUARANTEE ON PARTS OR LABOR.

** Reorder From: DJ Forms Services, Inc. (800) 852-8056 18297 (5-03)



Server Name : AWS Production- Claims loaded through 15-JAN-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 17-JAN-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 15-JAN-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21575EA[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-09-04	09-11-04	113582	USA	10	5R02	*	3600	*	S13	S10	V89	C50	42

AWS Claim Key: 1896106 **Doc #:** 05221051 **Trx Code:** E84 **Labor Hrs:** 2.2 **Labor Cost:** 183.81 **Material Cost:** 0 **Total Cost:** 183.81
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 30-AUG-2005 **DIST(Mile):** 17000
Cust Comments: C S AFTER HITTING A BUMMP AT HI SPEED F E SHAKES BADLY, HAVE TO RIDE IT IF YOU APPLY BRAKES IT GETS WORST
Tech Comments: FRT END SZHAKES BADLY CK FRT END AS NEC, SET TIRE PRESSURE AND ADJ STEERING GEAR, ROAD T

1FTSW21575E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-09-04	09-11-04	113582	USA	10	6N04	5C3Z	16720	NA	S07	S07	V75	B62	42

AWS Claim Key: 1896107 **Doc #:** 05221053 **Trx Code:** E84 **Labor Hrs:** .5 **Labor Cost:** 41.78 **Material Cost:** 25.61 **Total Cost:** 67.39
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 30-AUG-2005 **DIST(Mile):** 17000
Cust Comments: C S DRIVER SIDE F 250 AUPER DUTY EMBLEM PEELIING
Tech Comments: F250 EMBLEM IS PEELING REPLACED EMBLEM AS NEC

1FTSW21575E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-09-04	09-11-04	113582	USA	10	3A11	*	*	*	SXX	SXX	V00	*	*

AWS Claim Key: 1780784 **Doc #:** 05221451 **Trx Code:** 05B27 **Labor Hrs:** 7 **Labor Cost:** 584.85 **Material Cost:** 101.59 **Total Cost:** 686.44
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 30-AUG-2005 **DIST(Mile):** 18621
Cust Comments: 05B27 TRANS LOW REVERSE SNAP RING RECALL
Tech Comments: 05B27 PERFORM RECALL 05B27

1FTSW21575[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-09-04	09-11-04	113582	USA	10	*	*	*	*	SXX	SXX	V00	*	*

AWS Claim Key: 1780785 **Doc #:** 05221452 **Trx Code:** 05S33 **Labor Hrs:** .2 **Labor Cost:** 16.71 **Material Cost:** 4.75 **Total Cost:** 21.46
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 30-AUG-2005 **DIST(Mile):** 18621
Cust Comments: 05S33 FUEL LINE CLIP RECALL
Tech Comments: RECALL 05S33 PERFORMED RECALL 05S33

1FTSW21575E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/TQ	T/WX	07-09-04	09-11-04	113582	USA	21	2B01	1W7Z	6B288	AB	S11	S11	V48	P69	42

AWS Claim Key: 5271453 **Doc #:** 07092752 **Trx Code:** S07 **Labor Hrs:** 1.4 **Labor Cost:** 121.53 **Material Cost:** 24.16 **Total Cost:** 145.69
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 11-JUL-2006 **DIST(Mile):** 35787
Cust Comments: C S ENGINE RACES AT TIMES & TRANS DOESNT WANT TO SHIFT
Tech Comments: CID SENSOR EEC (QUICK TEST) DIAGNOSIS

1FTSW21575E[redacted]F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-09-04 09-11-04 113582 USA 21 5R02 * 3600 * S10 S10 V87 H21 42
AWS Claim Key: 5271454 **Doc #:** 07092753 **Trx Code:** E84 **Labor Hrs:** 4.5 **Labor Cost:** 390.64 **Material Cost:** 26.75 **Total Cost:** 417.39
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 11-JUL-2006 **DIST(Mile):** 35787
Cust Comments: C S TRUCK SHUTTERS WHEN DRIVING & HITTING BUMPS
Tech Comments: CK OUT & RE TORQUED FRONT SUS PENION,ADJ STEERING BOX & REPLACED CAMBER KITS, RE SET TIRE PRESSU

1FTSW21575E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/TQ T/WX 07-09-04 09-11-04 113582 USA 21 7D07 F4CZ 13466 A S09 S09 V17 L30 46
AWS Claim Key: 5271455 **Doc #:** 07092754 **Trx Code:** E83 **Labor Hrs:** .3 **Labor Cost:** 26.04 **Material Cost:** 2.16 **Total Cost:** 28.2
Dlr Cd-Sub Cd: 20681-* **Name:** DOWNS FORD, INC. **Ph:** 732-3492240 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 11-JUL-2006 **DIST(Mile):** 35787
Cust Comments: LL R SIGNAL BULB OUT ADD ON R.LL.
Tech Comments: BURNT OUT BULBS EXTERIOR REPLACE

Any comments? You can contact



webmaster



Robert M. Silverman, Esquire
Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

RECEIVED & FILED
APR 16 2007
SUPERIOR CT., OCEAN CO.

ATTORNEYS FOR PLAINTIFF

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

[redacted]
Jackson, NJ [redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY

CIVIL ACTION

NO. [redacted]

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of New Jersey, [redacted] Jackson, NJ [redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about December 17, 2004, Plaintiff purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21595E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

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 $37,100.01. 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. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: no start; front end shakes; transmission slips; inoperable taillights; vibration in front end; acceleration shifts very hard; leak from engine area and knocking noise in motor. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

12. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

14. Freehold Ford, Freehold, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about December 17, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

> a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

> a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
>
> (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
>
> (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 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 twenty (20) 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. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney 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

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

28. 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).

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

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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.

40. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. 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
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

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

KIMMEL & SILVERMAN, P.C.

By: [redacted]
RC

1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

Motor Vehicle
Retail Order

☒ New ☐ Used
☐ Demo ☐ ____

FORD

Blue Oval Certified

FREEHOLD FORD, Inc.

3572 ROUTE 9 SOUTH
FREEHOLD, NJ 07728
Telephone (732) 462-3131

[redacted]

PRESIDENT'S AWARD

CUSTOMER [redacted] DATE 12/17/2004 STOCK NO. [redacted]

ADDRESS [redacted] JACKSON NJ [redacted]
(Street) (State) (ZIP)

HOME PHONE [redacted] WORK PHONE [redacted] SALESPERSON VYACHESLAV PERE

D. L. # [redacted] SOC. SEC. # [redacted] D.O.B [redacted]

PLEASE ENTER MY ORDER FOR ONE 2005 FORD MODEL F-250 SD
(YEAR AND MAKE)

BODY TYPE XCAB COLOR SILVER MILES 17 SERIAL NO. 1FTSX21595E[redacted]

INTERIOR TRIM COLOR TE

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
* Cash Purchase * Finance Purchase * Lease

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

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

TO BE DELIVERED ON OR ABOUT 12/17/2004

Price of Unit	36,111.00
Additional Equipment (options)	
	N/A
	N/A
	N/A
	N/A
	N/A

ALL USED VEHICLES ARE SOLD COSMETICALLY AS SHOWN X _____

THIS ORDER IS SUBJECT TO CREDIT APPROVAL BY PRIMARY LENDING SOURCE

M.V.I.D. # _____ Date _____

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT $ N/A

TERM: _____ MONTHS

MILEAGE PER YEAR _____

CASH DUE AT DELIVERY $ N/A

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	36,111.00
Less Trade-in	12,000.00
M.V.I.D. Transfer Fee	[illegible]

IF A NEW VEHICLE SALE OR LEASE

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES AND LEASES-DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold/leased and intended to be registered in the State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

__/__/__ (Date) X _____ (Customer's Signature)

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE OR LEASE)

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a

PLAINTIFF'S EXHIBIT A

ALL-STATE LEGAL

TOTAL TAXABLE AMOUNT	24,111.00
State Sales Tax	1,446.66
N.J. Tire Tax - $1.50 per New Tire	7.50
	N/A
Registration/Title Fee (Estimated)	356.00
Documentary Fee CLERICAL EXPENSE $79.00 DOCUMENT DELIVERY SERVICE $70.00	$149.00
NET PAY-OFF ON TRADE-IN (Estimated)	11,029.85
	N/A
TOTAL	37,100.01
Deposit	1,800.00
REBATE	1,300.00
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY BALANCE DUE ON DELIVERY →	
AMOUNT FINANCED	34,000.01

/ / X
Date Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year 2000 Make FORD Model E-150
Serial No. 1FTRE1426YH[redacted] Mileage 29489
Trade-in Value 12,000.00 Date of 12/17/2004
Less Balance Owed 11,029.85
Net Trade-in Allowance 970.15
Balance O[redacted]
Address: [redacted] PATONTOWN NJ [redacted]
Account No.:
Info. From Good Thru
Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have [redacted] been in a flood or had [redacted]. Customer certifies the [redacted]

12/17/2004
Date

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. **THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN[redacted] PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.**

Accepted By: [redacted]

12/17/2004 [redacted] 12/17/
Date Dealer or His Authorized Representative Date

Customer agrees that this Order on the face and on the reverse side and any attachments t[redacted] ther agrees this Order cancels and supersedes any prior agreements and as of the date si[redacted] exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. **YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED.** I am 18 years of age or older [redacted]

Accepted By: [redacted]

12/17/200[redacted] 12/1[redacted]
Date Dealer or His Authorized Representative Date

THIS ORDER NOT SUBJECT TO CANCELLATION[redacted]
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

[redacted]

[redacted]

LARSON FORD

1150 Ocean Ave., Lakewood, NJ 08701

(732) 363-8100

www.larsonford.net

INVOICE

PAGE 1

[redacted] RD

BUS:

SERVICE ADVISOR: 5700 THOMAS W FORTIN

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
05	FORD F250 PICKUP	1FTSX21595E[redacted]		28112/28112	T389

MODEL DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O. NO.	TERMS	PAYMENT	INV. DATE
			28DEC05		VARY	CASH	28DEC05

R.O. OPENED	READY
1JAN05 DD	
9:07 28DEC05	13:20 28DEC05

OPTIONS: DLR:13L584 ENG:5.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STATES THE VEHICLE WILL NOT START, TOWED IN, ADVISE			
CAUSE: TESTED & CONFIRMED, VEHICLE WILL NOT START. PERFOR MED CHARGING SYSTEM TEST; 14.68VOLTS AT IDLE. BATT ERY HAS 119CCA AVAILABLE.			
REPLACED BAT			
10654C BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/10655) - L			
6092 EOSSO JAMES LIC#: 6092			(N/C)
W94 0.30			(N/C)
PC: 1 BXT*65*850 BATTERY			
10654C1 BATTERY - REPLACE (10653/10654/10655) - L			
6092 EOSSO JAMES LIC#: 6092			(N/C)
W94 0.20			
PC: D02 X4			
PART#: BXT*65*850			
COUNT:			
CLAIM TYPE:			
AUTH CODE: HC28M			
6092			
**********			
B CUST STATES THE FRT END SHAKES WHILE DRIVING, ADVISE			
SOP SPECIAL ORDER PARTS			
6092 EOSSO JAMES LIC#: 6092	0.00	0.00	
C 0.00			
**********			
C PERFORM COMPLEMENTARY QCM MULTI-POINT QUALITY MAINTENANCE ATW INSPECTION.			
99P PERFORM COMPLEMENTARY QCM MULTI-POINT QUALITY MAINTENANCE ATW INSPECTION.			
6092 EOSSO JAMES LIC#: 6092	0.00	0.00	
C 0.00			
**********			
D** CUST STATES THE TRANS IS SLIPPING WHILE DRIVING, NOT SHIFTING PROPERLY, ADVISE			
CNV COULD NOT VERIFY OR DUPLICATE CONCERN AT THIS			

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CUSTOMER AUTHORIZATION X_____

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

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

ALL-STATE LEGAL®

PLAINTIFF'S EXHIBIT

B

SHOP COPY

[redacted]

[redacted]

INVOICE

LARSON FORD
1150 Ocean Ave., Lakewood, NJ 08701
(732) 363-8100
www.larsonford.net

[redacted]

S: [redacted] OS:

L:

SERVICE ADVISOR: 5700 THOMAS W FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		28112/28112	T389

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
1JAN05 DD			28DEC05		VARY	CASH	28DEC05

RO. OPENED	READY
9:07 28DEC05	13:20 28DEC05

OPTIONS: DLR:13L584 ENG:5.4_Liter

LINE OPCODE TECH TYPE HOURS TIME		LIST	NET	TOTAL
	6092 EOSSO JAMES LIC#: 6092		0.00	0.00
	C 0.00			
	**********			
	**** CUST STATES THE TAILLIGHTS ARE INOP., ADVISE.			
	CAUSE: TESTED & CONFIRMED, RIGHT REAR TAILLAMP INOPERTIVE . TESTED &			
	FOUND BULB BURNT OUT; REPLACED. RETESTED, OK.			
	13465A BULBS-EXTERIOR - REPLACE (13465/13466) - L			
	6092 EOSSO JAMES LIC#: [redacted]92			(N/C)
	W94 0.30			(N/C)
	1 F4CZ*13466*A BULB			
	FC: L26 46			
	PART#: F4CZ*13466*A			
	COUNT:			
	CLAIM TYPE:			
	AUTH CODE:			
	6092			
	**********			
	"IT IS HERE " SATURDAY HOURS " ALL DAY !!!			
	OUR PARTS AND SERVICE DEPARTMENT WILL BE			
	OPEN SATURDAYS FROM 8:00 AM TO 4:30 PM			
	TAKE ADVANTAGE OF OUR LOW,LOW PRICES.			
	YOUR VEHICLE IS PARKED IN SPOT #			
	THANK YOU FOR CHOOSING LARSON FORD ,SUZUKI			

SHOP COPY

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. PLEASE SEE THE BACK OF THIS INVOICE FOR DETAILS.

CUSTOMER AUTHORIZATION X _____

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

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

SHOP COPY

☐ YES ☐ NO

[redacted] [redacted]

INVOICE

LARSON FORD

1150 Ocean Ave., Lakewood, NJ 08701

(732) 363-8100

www.larsonford.net

[redacted]

PAGE 1

HOME: [redacted] BUS:

CELL: [redacted]

SERVICE ADVISOR: 5700 THOMAS W FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		20734/20741	T758

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	PAYMENT	INV. DATE
01JAN05 DD			09SEP05	VARY	CASH	20SEP05

R.O. OPENED	READY	OPTIONS: DLR:13L584 ENG:5.4_Liter
13:03 09SEP05	10:49 20SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A PERFORM OIL AND FILTER CHANGE SERVICE,CHECK TIRE PRESSURE,TOP OFF ALL FLUIDS,GREASE FITTINGS WHEN APPLICABLE.			
LOF PERFORM OIL AND FILTER CHANGE SERVICE,CHECK TIRE PRESSURE,TOP OFF ALL FLUIDS,GREASE FITTINGS WHEN APPLICABLE.			
6092 EOSSO JAMES LIC#: 6092			
C 0.30		9.88	9.88
1 FL*820*S FILTER ASY - OIL	7.24	4.95	4.95
6 XO*5W20*DSP ENGINE OIL SAE5W20 API SJ/	1.70	1.70	10.20
GTIRE TIRE TREAD WEAR CHECKED. TIRES WEARING OK AT THIS TIME			
6092 EOSSO JAMES LIC#: 6092			
C 0.00		0.00	0.00
**********			
B CUST STATES THERE IS A SEVERE VIBRATION IN THE FRT END WHILE DRIVING, WORSE OVER BUMPS, ADVISE			
CAUSE: ROADTESTED & CONFIRMED, STRONG VIBRATION WHEN DRIV ING UNDER MODERATE TO HEAVY ACCELERATION & STEERIN G OSCILLATION. REFERD TO TSB 04-26-1;			
051706C INSTALLED THREE SHIMS & REROADTESTED TO VERIFY REPAIR.			
6092 EOSSO JAMES LIC#: 6092			
W94 2.20			(N/C)
1 5C3Z*3E651*CA DAMPER ASY			(N/C)
3 E0TZ*4A209*A SHIM			(N/C)
2 *56564*S2 BOLT			(N/C)
1 TA*26* ADHESIVE			(N/C)
042601B PERFORMED INSPECTION/EVALUATION-ADJUST MESH & INSTAL DAMPR			
6092 EOSSO JAMES LIC#: 6092			
W94 2.30			(N/C)
FC: C50 42			
PART#: 3600			
COUNT:			

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CUSTOMER AUTHORIZATION X_____

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

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

SHOP COPY

[redacted]

[redacted]

INVOICE

LARSON FORD

1150 Ocean Ave., Lakewood, NJ 08701

(732) 363-8100

www.larsonford.net

BUS:

SERVICE ADVISOR: 5700 THOMAS W FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		20734/20741	T758

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN05 DD			09SEP05		VARY	CASH	20SEP05

R.O. OPENED	READY	OPTIONS:
13:03 09SEP05	10:49 20SEP05	DLR:13L584 ENG:5.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
SHOP CHARGES							2.88

" ITVIS HERE " SATURDAY HOURS " ALL DAY !!!
OUR PARTS AND SERVICE DEPARTMENT WILL BE
OPEN SATURDAYS FROM 8:00 AM TO 4:30 PM
TAKE ADVANTAGE OF OUR LOW,LOW PRICES.

YOUR VEHICLE IS PARKED IN SPOT #
THANK YOU FOR CHOOSING LARSON FORD ,SUZUKI

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CUSTOMER AUTHORIZATION X_____

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

DESCRIPTION	TOTALS
LABOR AMOUNT	9.88
PARTS AMOUNT	15.15
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.88
TOTAL CHARGES	27.91
LESS INSURANCE	0.00
SALES TAX	1.67
PLEASE PAY THIS AMOUNT	29.58

SHOP COPY

[redacted]

[redacted]

INVOICE

LARSON FORD

1150 Ocean Ave., Lakewood, NJ 08701

(732) 363-8100

www.larsonford.net

[redacted] BUS:

SERVICE ADVISOR: 5700 THOMAS W FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		20734/20741	T758

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN05 DD			09SEP05		VARY	CASH	20SEP05

R.O. OPENED	READY	OPTIONS: DLR:13L584 ENG:5.4_Liter
13:03 09SEP05	10:49 20SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
DIAGNOSIS - L			
6092 EOSSO JAMES LIC#: 6092			
W94 0.60			(N/C)
FC: C24 D1			
PART#: 5C3Z*19D850*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
6092			
**********			
** PERFORM RECALL 05B27, TRANS LOW/REVERSE SNAP RING			
CAUSE: PERFORMED FSA 05B27 AS PER FORD MOTOR COMPANY.			
05B27B REVERSE CLUTCH-TO-CASE SNAP RING			
REPLACEMENT - L			
6092 EOSSO JAMES LIC#: 6092			
W94 7.00			(N/C)
1 5C3Z*7D483*Y RING			(N/C)
16 XT*6*QSP FLUID - TRANSMISSION			(N/C)
1 3C3Z*7H200*AA GASKET			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE: 05B27			
AUTH CODE:			
6092			
**********			
** PERFORM RECALL 05S33, FUEL LINE RETAINER CLIP			
CAUSE: PERFORMED FSA 05S33 AS PER FORD MOTOR COMPANY.			
05S33B FUEL LINE RETAINER CLIP INSTALLATION - L			
6092 EOSSO JAMES LIC#: 6092			
W94 0.20			(N/C)
1 5C3Z*9J278*A RETAINER			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE: 05S33			
AUTH CODE:			
6092			

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CUSTOMER

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

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

[redacted] [redacted]

[redacted]

[redacted]

INVOICE

LARSON FORD

1150 Ocean Ave., Lakewood, NJ 08701

(732) 363-8100

www.larsonford.net

[redacted]

HOME [redacted] BUS:

CELL

SERVICE ADVISOR: 5700 THOMAS W FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		20734/20741	T758

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO		PAYMENT #	INV. DATE
01JAN05 DD			09SEP05		VARY	CASH	20SEP05

R.O. OPENED	READY	OPTIONS: DLR:13L584 ENG:5.4_Liter
13:03 09SEP05	10:49 20SEP05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
CLAIM TYPE:			
AUTH CODE:			
6092			
**********			
C CUST STATES AFTER DRIVING AT HIGHWAY SPEEDS FOR A WHILE WHEN STOP AND			
ACCEL SHIFTS ARE VERY HARSH. ADVISE			
CAUSE: ROADTESTED & CONFIRMED, TRANSMISSION HARSH ENGAGME NTS. REFERD			
TO TSB 05-18-02; REPROGRAMED PCM WITH LATEST CALIBRATION.			
REROADTESTED & RETE			
051802A CHECKD FOR DIAG CODES & REPROGRAMED			
PCM-RETESTED, OK			
6092 EOSSO JAMES LIC#: 6092			
W94 0.40			(N/C)
FC: P66 04			
PART#: RECAL			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
6092			
**********			
D CUST STATES THERE IS SOMETHING LEAKING FROM PASS SIDE ENGINE AREA,			
ADVISE			
CAUSE: INSPECTED & CONFIRMED, LEAKING FROM AIR CONDITION. DYE			
PREVIOUSLY INSTALLD; FOUND AC MANIFOLD LINES LEAKING. EVACUATE			
AC & REPLACED AC MANIF			
19700A3 O-RING(S) OR O-RING KIT - REPLACE			
(19E889) - L			
6092 EOSSO JAMES LIC#: 6092			
W94 0.20			(N/C)
1 5C3Z*19D850*AA TUBE - COMPRESSOR TO MANIFOLD			(N/C)
4 1F1Z*19E889*AB "O" RING			(N/C)
16 YN*19* R134A A/C REFRIGERANT			(N/C)
19700A PRESSURIZE, LEAK TEST, DISCHARGE, EVACUATE			
AND CHARGE AIR CONDITIONING SYSTEM. -			

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CUSTOMER AUTHORIZATION X _____

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

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

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[redacted]

1150 Ocean Ave., Lakewood, NJ 08701

INVOICE

(732) 363-8100

PAGE 1

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[redacted] BUS:

CELL: [redacted]

SERVICE ADVISOR: 9496 MITCHELL J SPERLING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		45716/45716	T914F

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN05 DD					VARY	CASH	19JUN06

R.O. OPENED	READY	OPTIONS: DLR:13L584 ENG:5.4_Liter
08:13 19JUN06	16:34 19JUN06	

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
A CUSTOMER STATES WHEN DRIVING ON THE HWY AND HITTING A BUMP VEH OIS ALL OVER THE ROAD				
16 INSPECTED FRONT END CHECK FOR LOOSE SUSPENSION ALL TIGHT.POSSIBLE CASTER OUT CAUSING VEH TO SWAY.CUSTOMER DECLINED REPAIR				
6092 EOSSO JAMES LIC#: 6092 Line				
C 0.50			43.44	43.44
**********				
B CUSTOMER STATES KNOCKING NOISE IN MOTOR				
12 TECH HEARD KNOCKING NOISE TRACED NOISE TO ALT REMOVED BELT NOISE GONE TRIED TO TURN ALT BY HAND FOUND TO BE SIEZED.CUSTOMER DECLINED REPAIR				
6092 EOSSO JAMES LIC#: 6092				
C 1.00			86.88	86.88
**********				
C PERFORM OIL AND FILTER CHANGE SERVICE,CHECK TIRE PRESSURE,TOP OFF ALL FLUIDS,GREASE FITTINGS WHEN APPLICABLE.				
LOF PERFORM OIL AND FILTER CHANGE SERVICE,CHECK TIRE PRESSURE,TOP OFF ALL FLUIDS,GREASE FITTINGS WHEN APPLICABLE.				
6092 EOSSO JAMES LIC#: 6092				
C 0.30			9.95	9.95
1 FL*820*S FILTER ASY - OIL		7.24	4.95	4.95
6 XO*5W20*DSP ENGINE OIL SAE5W20 API SJ/		1.80	1.80	10.80
**********				
D CUSTOMER STATES AFTER DRIVING AT HWY SPEED AND THAN COMING TO A STOP AT A TOLL THAN ACCEL VEH BANGS INTO GEAR				
CNV COULD NOT VERIFY OR DUPLICATE CONCERN AT THIS TIME.				
6092 EOSSO JAMES LIC#: 6092				
C 0.00			0.00	0.00
UNABLE TO ROAD TEST DUE TO KNOCKING NOISE.				
**********				

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CUSTOMER AUTHORIZATION X_____

PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

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

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[redacted] [redacted]

LARSON FORD

1150 Ocean Ave., Lakewood, NJ 08701

(732) 363-8100

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INVOICE

PAGE 2

[redacted]

JACKSON, NJ [redacted]
HOME [redacted] BUS:
CELL

SERVICE ADVISOR: 9496 MITCHELL J SPERLING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	05	FORD F250 PICKUP	1FTSX21595E[redacted]		45716/45716	T914F

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN05 DD					VARY	CASH	19JUN06

R.O. OPENED	READY	OPTIONS:
08:13 19JUN06	16:34 19JUN06	DLR:13L584 ENG:5.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
SHOP CHARGES								5.46
NEEDS FRONT AND REAR BRAKES,ALTERNATOR,AIR FILTER FUEL FILTER PCV.					" IT IS HERE " SATURDAY HOURS " ALL DAY !!! OUR PARTS AND SERVICE DEPARTMENT WILL BE OPEN SATURDAYS FROM 8:00 AM TO 4:30 PM TAKE ADVANTAGE OF OUR LOW,LOW PRICES.			
					YOUR VEHICLE IS PARKED IN SPOT #			
					THANK YOU FOR CHOOSING LARSON FORD ,SUZUKI			

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CUSTOMER AUTHORIZATION X_____

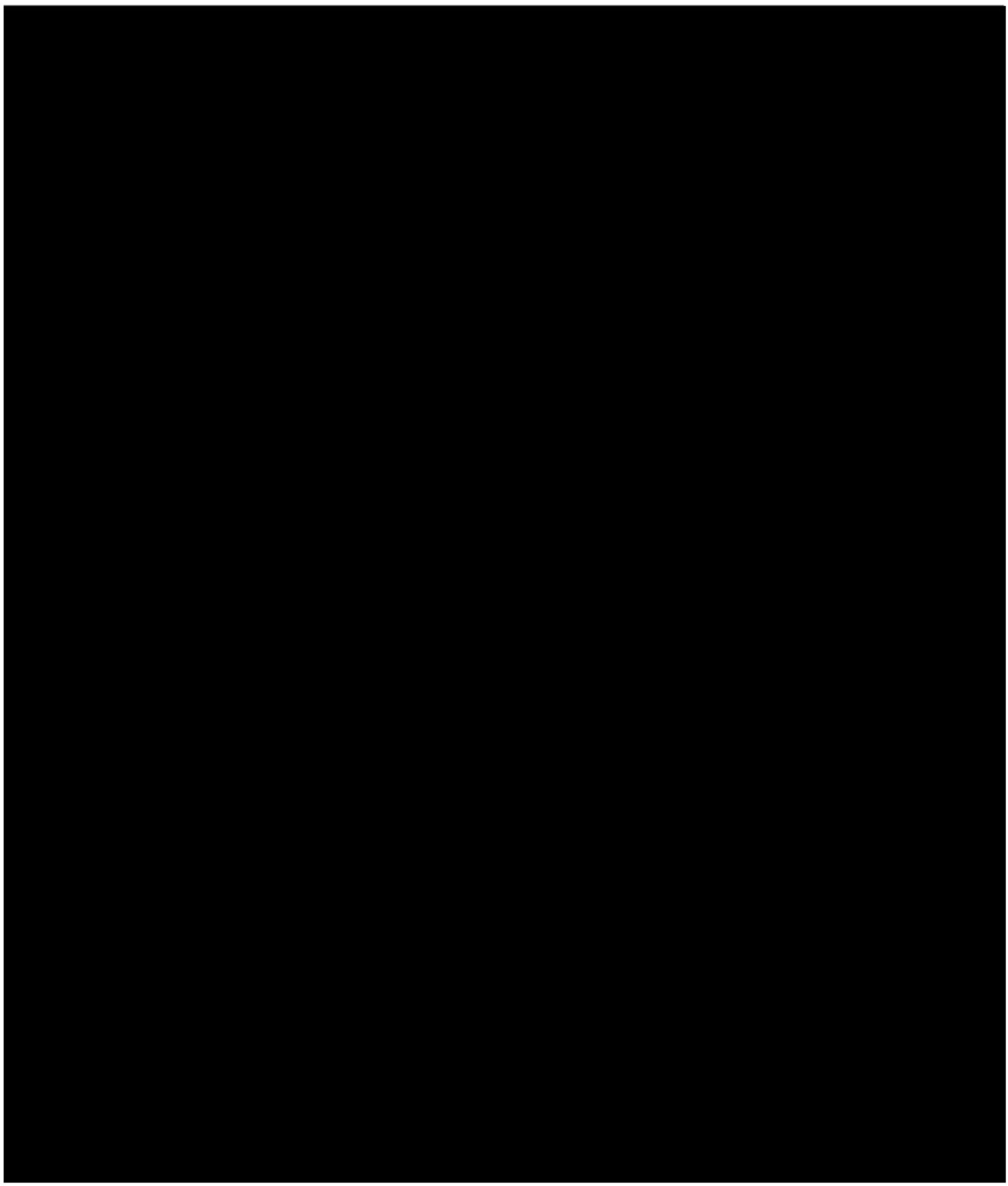
PARTS AND LABOR GUARANTEED

for defects in workmanship or material for 4000 miles or 90 days whichever comes first. Valid only if returned to our Service Department for adjustments.

THANK YOU!

DESCRIPTION	TOTALS
LABOR AMOUNT	140.27
PARTS AMOUNT	15.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	5.46
TOTAL CHARGES	161.48
LESS INSURANCE	0.00
SALES TAX	9.70
PLEASE PAY THIS AMOUNT	171.18

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Server Name : AWS Production- Claims loaded through 08-MAY-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 10-MAY-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 08-MAY-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21595E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	04-08-04	17-12-04	113470	USA	9	5R02	*	3600	*	S13	S10	V89	C50	42
AWS Claim Key:	1949255	**Doc #:**	057279B		**Trx Code:**		E84	**Labor Hrs:**		4.5	**Labor Cost:**		370.71	**Material Cost:**		176.3	**Total Cost:**		547.01				
Dlr Cd-Sub Cd:	20589-*	**Name:**	LARSON FORD, INC.				**Ph:**	732-3638100		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**09-SEP-2005			**DIST(Mile):**20734			
Cust Comments:	CUST STATES THERE IS A SEVERE VIBRATION IN THE FRT END WHILE DRIVING, WORSE OVER BUMPS, ADVISE																						
Tech Comments:	ROADTESTED & CONFIRMED, STRONG VIBRATION WHEN DRIVING UNDER MODERATE TO HEAVY ACCELERATION & STEERING OSCILLATION. REFERD TO TSB 04 26 1; ADJUSTD MESH& REPLACED DAMPER (LEAKING). REROADTESTED, STEERING OK ALTHOUGH STRONG VIBRATION WHEN ACCELERATING. REFERD TO TSB 05 17 6; NECESSARY TO INSTALL 3 SHIMS TO CORRECT VIBRATION. REROADTESTED, OK.																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21595E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	04-08-04	17-12-04	113470	USA	9	2G05	*	RECAL	*	S11	S11	V48	P66	04
AWS Claim Key:	1949256	**Doc #:**	057279C		**Trx Code:**		E84	**Labor Hrs:**		.4	**Labor Cost:**		32.95	**Material Cost:**		0	**Total Cost:**		32.95				
Dlr Cd-Sub Cd:	20589-*	**Name:**	LARSON FORD, INC.				**Ph:**	732-3638100		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**09-SEP-2005			**DIST(Mile):**20734			
Cust Comments:	CUST STATES AFTER DRIVING AT HIGHWAY SPEEDS FOR A WHILE WHEN STOP AND ACCEL SHIFTS ARE VERY HARSH, ADVISE																						
Tech Comments:	ROADTESTED & CONFIRMED, TRANSMISSION HARSH ENGAGMENTS. REFERD TO TSB 05 18 02; REPROGRAMED PCM WITH LATEST CALIBRATION. REROADTESTED & RETESTED, OK. NORMAL TRANSMISSION OPERATIONS & PASSED.																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21595E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	04-08-04	17-12-04	113470	USA	9	7H11	5C3Z	19D850	AA	S08	S08	V79	C24	D1
AWS Claim Key:	1949257	**Doc #:**	057279D		**Trx Code:**		E83	**Labor Hrs:**		.8	**Labor Cost:**		65.91	**Material Cost:**		143.16	**Total Cost:**		209.07				
Dlr Cd-Sub Cd:	20589-*	**Name:**	LARSON FORD, INC.				**Ph:**	732-3638100		**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**09-SEP-2005			**DIST(Mile):**20734			
Cust Comments:	CUST STATES THERE IS SOMETHING LEAKING FROM PASS SIDE ENGINE AREA, ADVISE																						
Tech Comments:	INSPECTED & CONFIRMED, LEAKING FROM AIR CONDITION.DYE PREVIOUSLY INSTALLD; FOUND AC MANIFOLD LINES LEAKING. EVACUATE AC & REPLACED AC MANIFOLD LINES AND ORINGS. RECHARGED SYSTEM & RETESTED. REINSPECTED FOR LEAKS, OK.																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21595E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	04-08-04	17-12-04	113470	USA	9	3A11	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	1949258	**Doc #:**	057279E		**Trx Code:**		05B27	**Labor Hrs:**		7	**Labor Cost:**		576.66	**Material Cost:**		153.78	**Total Cost:**		730.44				
											Ctry												

Dlr Cd-Sub Cd: 20589-* **Name:** LARSON FORD, INC. **Ph:** 732-3638100 **St:** NJ **Cd:** USA **Reg Cd:** NA **Repr Date:**09-SEP-2005 **DIST(Mile):**20734
Cust Comments: PERFORM RECALL 05B27, TRANS LOW REVERSE SNAP RING
Tech Comments: PERFORMED FSA 05B27 AS PER FORD MOTOR COMPANY.

1FTSX21595E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 04-08-04 17-12-04 113470 USA 9 * * * * SXX SXX V00 * *
AWS Claim Key: 1949259 **Doc #:** 057279F **Trx Code:** 05S33 **Labor Hrs:** .2 **Labor Cost:** 16.48 **Material Cost:** 4.64 **Total Cost:** 21.12
Dlr Cd-Sub Cd: 20589-* **Name:** LARSON FORD, INC. **Ph:** 732-3638100 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-SEP-2005 **DIST(Mile):**20734
Cust Comments: PERFORM RECALL 05S33, FUEL LINE RETAINER CLIP
Tech Comments: PERFORMED FSA 05S33 AS PER FORD MOTOR COMPANY.

1FTSX21595E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 04-08-04 17-12-04 113470 USA 13 7A01 BXT 65 850 S11 S11 V52 D02 X4
AWS Claim Key: 2951321 **Doc #:** 062475A **Trx Code:** E83 **Labor Hrs:** .5 **Labor Cost:** 41.19 **Material Cost:** 88.87 **Total Cost:** 130.06
Dlr Cd-Sub Cd: 20589-* **Name:** LARSON FORD, INC. **Ph:** 732-3638100 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**28-DEC-2005 **DIST(Mile):**28112
Cust Comments: CUST STATES THE VEHICLE WILL NOT START, TOWED IN, ADVISE
Tech Comments: TESTED & CONFIRMED, VEHICLE WILL NOT START. PERFORMED CHARGING SYSTEM TEST; 14.68VOLTS AT IDLE. BATTERY HAS 119CCA AVAILABLE. REPLACED BATTERY AS NECESSARY & RETESTED STARTING OPERATIONS.

1FTSX21595E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 04-08-04 17-12-04 113470 USA 13 7D07 F4CZ 13466 A S07 S07 V77 L26 46
AWS Claim Key: 2951322 **Doc #:** 062475E **Trx Code:** E83 **Labor Hrs:** .3 **Labor Cost:** 24.71 **Material Cost:** 1.96 **Total Cost:** 26.67
Dlr Cd-Sub Cd: 20589-* **Name:** LARSON FORD, INC. **Ph:** 732-3638100 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**28-DEC-2005 **DIST(Mile):**28112
Cust Comments: CUST STATES THE TAILLIGHTS ARE INOP., ADVISE
Tech Comments: TESTED & CONFIRMED, RIGHT REAR TAILLAMP INOPERTIVE. TESTED & FOUND BULB BURNT OUT; REPLACED. RETESTED, OK.

Any comments? You can contact



webmaster



Robert M. Silverman, Esquire
Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEYS FOR PLAINTIFF

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

[redacted]
South Plainfield, N[redacted]

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY

CIVIL ACTION

NO. [redacted]

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of New Jersey, [redacted] South Plainfield, N[redacted]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about December 11, 2004, Plaintiff purchased a new 2005 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW21P25E[redacted]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

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 $41,925.60. 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. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: noise when in reverse; vehicle is pulling; unven tire wear; water in fuel light on; shimmy in steering wheel; when making turns vehicle chokes; noise in front of vehicle; hard to start; long crank; flutter noise when releasing gas pedal and outer tie rod no good. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

12. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

14. Malouf Ford, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about December 11, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 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 twenty (20) 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. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney 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

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

28. 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).

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

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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.

40. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

43. 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
UNIFORM COMMERCIAL CODE

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

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

48. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

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

KIMMEL & SILVERMAN, P.C.

By: [redacted]

1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

[redacted]

SOUTH PLAINFIELD NJ [redacted]

MALOUF FORD INC.
RT1 & COMMERCE BLVD
NORTH BRUNSWICK, NJ 08902

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2005 FORD	F250		1FTSW21P25E[redacted]	☒ Personal ☐ Agricultural ☐ Commercial

Trade-in _____ (Year and Make) $ N/A (Gross Allowance) $ N/A (Amount Owing)

1. Cash Price (including $ 2339.10 sales tax)		$ 41324.10 (1)
2. Down Payment		
Third Party Rebate Assigned To Creditor	$ 1000.00	
Cash Down Payment	$ 9000.00	
Trade-in (description above)	$ N/A	
Total Down Payment		$ 10000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		$ 31324.10 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials (i) for official fees (license, title & registration fees $ 399.00 and for filing fees $ N/A);		
(ii) for taxes (not in Cash Price) $ N/A		$ 399.00
To Insurance Companies for:		
Credit Life Insurance		$ N/A
Credit Disability Insurance		$ N/A
_____		$ N/A
To _____ for _____		$ N/A
To DEALER for DOC FEE		$ 195.00
To _____ for _____		$ N/A
To N.J. STATE for M.V. TIRE FEE		$ 7.50
Total		$ 601.50 (4)
5. Amount Financed (3 plus 4)		$ 31925.60 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of $ 10000.00
11.49%	$ 12615.04	$31925.60	$44540.64	$ 54540.64

[redacted]

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. If you purchased the vehicle for personal, family or household use, the charge is 5% of the late amount or $10, whichever is less. Otherwise, the charge is 7.5% of the late amount or $50, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, non payment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Any cha[redacted]n writing and signed by you and the Creditor.

BUYER: [redacted] CO-BUYER: _____

YOU [redacted] YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.
Buyer (and Co-Buyer) acknowledge that (1) before signing this contract, Buyer (and Co-Buyer) [redacted] and reviewed a true and completely filled in copy of this con[redacted] of signing this contract, Buyer (and Co-Buyer) received a tr[redacted] in copy of this contract.

Buye[redacted] (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller MALOUF FORD INC. By _____ Title _____

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

[redacted]

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the itemization of Amount Financed under Section 4.

Buyer _____ 1572

Program No. _____

QUESTIONS?

Ford Credit

PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
SEE BACK FOR ADDITIONAL AGREEMENTS

03-001

ALL-STATE LEGAL®

PLAINTIFF'S EXHIBIT

A

Motor Vehicle
Retail Order

☒ New ☐ Used

☐ Demo ☐ DEAL # 54714

MALOUF FORD, INC.
U.S. HIGHWAY 1 & COMMERCE BLVD.
NORTH BRUNSWICK, NJ 08902
TELEPHONE (732) 951-0300
www.maloufford.com
Email: maloufford@yahoo.com

CUSTOMER [redacted] DATE 12/11/04 STOCK NO. [redacted]

ADDRESS [redacted] SOUTH PLAINFIELD NJ 07060
Street City State ZIP

HOME PHONE [redacted] WORK PHONE [redacted] SALESPERSON CIACCIA, STEVEN

D.L # S2260 39361 11635 SOC. SEC. # [redacted] D.O.B [redacted]

PLEASE ENTER MY ORDER FOR ONE 2005 FORD MODEL F250 PICKUP
(YEAR AND MAKE)

BODY TYPE _____ COLOR BLACK CC MILES 12 SERIAL NO. 1FTSW21P25E[redacted]

E-MAIL _____ CELL PHONE _____

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
• Cash Purchase • Finance Purchase • Lease

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

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

TO BE DELIVERED ON OR ABOUT 12/11/04

Price of Unit	38836.00
Additional Equipment (options)	
[redacted]	
	N/A
	N/A

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT $ _____
TERM: _____ MONTHS
MILEAGE PER YEAR _____
CASH DUE AT DELIVERY $ _____

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	38836.00
Less Trade-In	
Responsive Etch System (Optional)	$149.00
TOTAL TAXABLE AMOUNT	38985.00
State Sales Tax	2339.10
Motor Vehicle Tire Fee	7.50
Registration/Title Fee (Estimated)	399.00
Documentary Fee CLERICAL EXPENSE $ 100.00 DOCUMENT DELIVERY SERVICES $ 95.00	$195.00
NET PAY-OFF ON TRADE-IN	
TOTAL	41925.60
Deposit	9000.00
REBATE	1000.00
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY	
BALANCE DUE ON DELIVERY →	31925.60

IF A NEW VEHICLE SALE . . .
The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the selling dealer.

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX

☐ This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 7 days from the date of delivery of such vehicle.

12/11/04 (Date) X _____ (Customer's Signature)

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)
The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

12/11/04 (Date) X _____ (Customer's Signature)

TRADE-IN DESCRIPTION AND ALLOWANCE

Year _____ Make _____ Model _____
Serial No. _____ Mileage _____
Trade-in Value 0.00 Date of _____
Less Balance Owed 0.00
Net Trade-in Allowance 0.00
Balance Owed to: _____
Address: _____
Account No.: _____
Info. From _____ Good Thru _____

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

X _____ (Customer's Signature) 12/11/04 (Date)

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-In-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be Arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS INCLUDING YOUR R[redacted]D HAVE A JURY TRIAL. PLEASE READ IT CAREFULLY, PRIOR TO SIGNI[redacted]

Accepted By: 12/11/04 (Date) [redacted] (Dealer) 12/11/04 (Date) X [redacted]

Customer agrees that this Order on the face and reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees that [redacted] or his authorized agent comprises the complete and exclusive statement

[redacted] [redacted]

[redacted]

Showroom *INVOICE*

SOUTH PLAINFIELD, NJ [redacted]
HOME: [redacted] BUS: [redacted]

PAGE 1

MALOUF
P.O. BOX 7480
US Route 1 & Commerce Blvd.
NORTH BRUNSWICK, NEW JERSEY 08902
MAIN (732) 951-0300
SERVICE (732) 951-0400
NEW-USED LEASING-FLEET
www.malouf.com

FORD FORD

SERVICE ADVISOR: 5992 STEPHANIE ORAK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		11647/11647	T153

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 26JUL05		90.00	CASH	29JUL05

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:20527
09:35 26JUL05	17:40 29JUL05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CUSTOMER STATES HE HEARS A NOISE WHEN BACKING VEHCLE UP
CAUSE: 11647 FOUND TSB 05-6-13 FOR P-S NOISE PEFORMED P-S HOSE REPLACEMENT, REFILLED W-NEW P-S FLUID AS PER TSB, REROAD TESTED FIXED CONCERN
050613A STEERING GEAR NOISE - 6.0L DIESEL ENGINE - L
24 TAMBO, JOHN LIC#: 6847
WS94

1 5C3Z*3A713*C TUBE ASY		(N/C)
1 5C3Z*3A719*A HOSE ASY		(N/C)
1 5C3Z*3E523*G CLIP		(N/C)
6 F7AZ*3F823*AA FLUID - POWER ASSISTED STEERIN		(N/C)

FC: N50 42
PART#: 3504
COUNT:
CLAIM TYPE:
AUTH CODE:
3345

11647 FOUND TSB 05-6-13 FOR P/S NOISE PEFORMED P/S HOSE REPLACEMENT, REFILLED W/NEW P/S FLUID AS PER TSB, REROAD TESTED FIXED CONCERN

****

B CUSTOMER STATES VEHICLE IS PULLING AND THERE IS UNEVEN TIRE WEAR
INFO CUSTOMER INFORMATION LINE
24 TAMBO, JOHN LIC#: 6847
ISHOP
SUBL TIRE BARN ALIGN RO#[redacted], PO#[redacted], INV#177811 (N/C)
WS94 (N/C)

****

THANK YOU FOR SERVICING YOUR VEHICLE AT MALOUF FORD

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY INCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM--WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO THE CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER. TO OBTAIN REPAIRS UNDER THIS WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE ADDRESS SHOWN ON THE REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME OR PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.

THE PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOT	0.00
LES	0.00
SA	0.00
PL TH	0.00

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT 6

CUSTOMER COPY

[redacted]

SOUTH PLAINFIELD, NJ [redacted]
HOME [redacted] BUS: [redacted]

INVOICE

PAGE 1

MALOUF
P.O. BOX 7480
US Route 1 & Commerce Blvd.
NORTH BRUNSWICK, NEW JERSEY 08902
MAIN (732) 951-0300
SERVICE (732) 951-0400
NEW-USED LEASING-FLEET
www.malouf.com

FORD FORD

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		18371/18375	T5513

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 31JAN06		90.00	CASH	03FEB06

R.O. OPENED	READY	OPTIONS: STK:[redacted] DLR:20527
07:37 31JAN06	08:38 03FEB06	

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
A CUST STATES PERFORM 05E15 RECALL EXHAUST PRESSURE SENSOR				
CAUSE: 18371 PERFORMED RECALL 05E15				
05E15M EMISSIONS RECAQLL				
3 SINGH, JASWINDER LIC#: 0173				
WS94				
1 4C3Z*9J460*A SENSOR ASY				(N/C)
1 5C3Z*12224*A CONNECTOR - 3-WAY				(N/C)
FC: PART#: COUNT:				(N/C)
CLAIM TYPE: 05E15				
AUTH CODE:				
8230				
18371 PERFORMED RECALL 05E15				
**********				
B REVERSE CLUTCH-TO-CASE SNAP RING REPLACEMENT - L				
05B27B REVERSE CLUTCH-TO-CASE SNAP RING				
REPLACEMENT - L				
3 SINGH, JASWINDER LIC#: 0173				
WS94				
1 5C3Z*7D483*W RING				(N/C)
19 XT*6*QSP FLUID - TRANSMISSION				(N/C)
				(N/C)
18371 PERFORMED RECALL 05B27 DIESEL 4X4 ROAD TESTED VEHICLE				
**********				
C** 15,000 MILE MAINTENANCE SERVICE				
3015 15,000 MILE MAINTENANCE SERVICE				
3 SINGH, JASWINDER LIC#: 0173				
CPF				
1 FL*2016* KIT - ELEMENT & GASKET - OIL F		217.00	217.00	217.00
15 XO*15W40*QSD OIL - ENGINE		28.75	28.75	28.75
1 FD*4604* ELEMENT		3.04	3.04	45.60
1 30086 DIESEL ADD		94.62	94.62	94.62
18371 PERFORMED 15000 MILE SERVICE PER MENU		33.00	33.00	33.00
**********				

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY INCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.
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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

[redacted]

[redacted]

INVOICE

MALOUF
P.O. BOX 7480
US Route 1 & Commerce Blvd.
NORTH BRUNSWICK, NEW JERSEY 08902
MAIN (732) 951-0300
SERVICE (732) 951-0400
NEW-USED LEASING-FLEET
www.malouf.com
FORD FORD

[redacted]
SOUTH PLAINFIELD, NJ [redacted]
HOME [redacted] BUS: [redacted]

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25[redacted]		18371/18375	T5513

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 31JAN06		90.00	CASH	03FEB06

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:20527
07:37 31JAN06	08:38 03FEB06	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
D** CUST STATES THE WATER IN FUEL LIGHT IS ON			
CAUSE: 18371 VERIFY CONCERN DRAINED WIF MODULE			
9288A FUEL/WATER SEPARATOR - REPLACE			
(9J288/9N184/9155) - L			
3 SINGH, JASWINDER LIC#: 0173			
WS94			(N/C)
FC: A85 42			
PART#: 9155			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
8230			
18371 VERIFY CONCERN DRAINED WIF MODULE			
**********			
E CUST STATES TIRE WEAR AND WHEN HIT BUMPS THERE IS A SHIMMY IN STEERING WHEEL			
CAUSE: 18371 OUT 18379 SET TIRE PRESSURE PERFORMED FRONT DIAGNOSE DRIVE GARSHNESS ROTATE DRIVE SHAFT VERIFY			
1007D ROTATIONAL NOISE/VIBRATION/HARSHNESS -			
DIAGNOSIS - L			
3 SINGH, JASWINDER LIC#: 0173			
WS94			(N/C)
1007D5 DRIVE SHAFT - ROTATE AND RECHECK RUNOUT			
(4602) - L			
3 SINGH, JASWINDER LIC#: 0173			
WS94			(N/C)
FC: N25 33			
PART#: 4602			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
8230			
18371 OUT 18379 SET TIRE PRESSURE PERFORMED FRONT END INSPECTION ROAD TESTED VEHICLE COULD NOT VERIFY			

"LIMITED LABOR WARRANTY"

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

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[redacted] [redacted]

[redacted]

SOUTH PLAINFIELD, NJ [redacted]
HOME: [redacted] BUS: [redacted]

INVOICE

PAGE 3

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MAIN (732) 951-0300
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NEW-USED LEASING-FLEET
www.malouf.com

FORD FORD

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		18371/18375	T5513

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 31JAN06		90.00	CASH	03FEB06

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR: 20527
07:37 31JAN06	08:38 03FEB06	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

F** CUST STATES PERFOMR 59B01 RECALL
CAUSE: 18371 PERFORMED RECALL 59B01
59B01A CUSTOMER ASSURANCE TEST DRIVE - REPLACE - L
3 SINGH, JASWINDER LIC#: 0173
WS94
FC: PART#: COUNT: (N/C)
CLAIM TYPE: 59B01
AUTH CODE:
8230
18371 PERFORMED RECALL 59B01

****

G** PERFOMR 05B32 RECALL
POO PART ON ORDER
3 SINGH, JASWINDER LIC#: 0173
ISHOP
18371 ORDERED PART (N/C)

****

THANK YOU FOR SERVICING YOUR VEHICLE AT
MALOUF FORD

Check 318
PAID
FEB 0 3 2006
B[redacted]

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY INCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM–WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.
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DESCRIPTION	TOTALS
LABOR AMOUNT	217.00
PARTS AMOUNT	201.97
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	418.97
LESS INSURANCE	0.00
SALES TAX	25.14
PLEASE PAY THIS AMOUNT	444.11

CUSTOMER COPY

[redacted]

[redacted]

SOUTH PLAINFIELD, NJ [redacted]
HOME: [redacted] BUS [redacted]

INVOICE

DUPLICATE 1
PAGE 2

MALOUF
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SERVICE (732) 951-0400
NEW-USED LEASING-FLEET
www.malouf.com

FORD FORD

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		33667/33670	T2431

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 10JAN07		98.00	CASH	12JAN07

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:20527
10JAN07	12JAN07	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
		15	SCHONDEK,JOHN LIC#: 9254					
			ISHOP					(N/C)
33667 CHECK FRONT END FOR WORN PARTS, NONE AT THIS TIME HAD BILL CHECK TIRE WEAR, SAID TO BE NORMAL WEAR.								
			**********					
CUSTOMER PAY MISC.SHOP FEES FOR REPAIR ORDER								5.12
CUST PAYS $462.26 CHARGE $225.00 TO ACCOUNT# [redacted] CLASS ACTION					THANK YOU FOR SERVICING YOUR VEHICLE AT MALOUF FORD-LINCOLN-MERCURY			

RECEIVED JAN 12 2007 BY 155

"LIMITED LABOR WARRANTY"

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DESCRIPTION	TOTALS
LABOR AMOUNT	341.00
PARTS AMOUNT	296.18
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	5.12
TOTAL CHARGES	642.30
LESS INSURANCE	0.00
SALES TAX	44.96
PLEASE PAY THIS AMOUNT	687.26

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[redacted] [redacted]

[redacted]

SOUTH PLAINFIELD, NJ [redacted]
HOME: [redacted] BUS [redacted]

INVOICE

PAGE 1

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US Route 1 & Commerce Blvd.
NORTH BRUNSWICK, NEW JERSEY 08902
MAIN (732) 951-0300
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NEW-USED LEASING-FLEET
www.malouf.com

FORD FORD

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		34317/34317	T2509

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 01FEB07		98.00	CASH	02FEB07

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR: 20527
01FEB07	02FEB07	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES WHEN MAKING RIGHT TURNS THE VEH STARTS TO CHOKE OUT AND
DOES NOT SEEM LIKE IT GETTINNG FUEL
CAUSE: 34317 VERIFY CONCERN, PERFROM IDS TEST P0404. PERFROM TSB
06-19-6. CLEAN EGR VALVE AND RETEST.
061906C CLEAN AND THEN REPL EGR VALVE
15 SCHONDEK,JOHN LIC#: 9254
WS

1 PM*3* CLEANER - CARBURETTOR		(N/C)
1 PM*6* CLEANER - FUEL INJECTORS		(N/C)
1 3C3Z*9P455*AB GASKET		(N/C)

FC: D36 55
PART#: 9F452
COUNT:
CLAIM TYPE:
AUTH CODE:
9254
34317 VERIFY CONCERN, PERFROM IDS TEST P0404. PERFROM TSB 06-19-6.
CLEAN EGR VALVE AND RETEST.

****

B CUST STATES WHEN VEH IS IN MOTION AND TAKING FOOT OF GAS THERE IS A
NOISE COMING FROM FRONT OF VEH
CAUSE: 34317 Follow Pin Point Test KA In The PC-ED Manual. I VERIFY
CONCERN, PERFROM IDS TEST P0299. PERFROM TSB 06-23-02 TRY TO
CLEAN TURBO. TUR
062302A REPLACE TURBO AS PER TSB
15 SCHONDEK,JOHN LIC#: 9254
WS

1 PM*17*A ADDITIVE - FUEL LUBRICITY ENHA		(N/C)
1 PM*18*A ADDITIVE - FUEL LUBRICITY ENHA		(N/C)
1 4C3Z*6K682*CBRM REMAN TURBOCHARGER ASY		(N/C)

FC: D36 42
PART#: 6F089
COUNT:
CLAIM TYPE:

"LIMITED LABOR WARRANTY"

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

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[redacted]

[redacted]

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FORD FORD

SOUTH PLAINFIELD, NJ [redacted]
HOME: [redacted] BUS: [redacted]

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		34317/34317	T2509

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 01FEB07		98.00	CASH	02FEB07

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:20527
01FEB07	02FEB07	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

AUTH CODE:
9254
34317 Follow Pin Point Test KA In The PC/ED Manual. I VERIFY CONCERN, PERFROM IDS TEST P0299. PERFROM TSB 06-23-02 TRY TO CLEAN TURBO. TURBO FALS INSPECTION REPLACE TURBO. REPROGRAM PCM, TCM, AND FICM. RETEST AND ROAD TEST.

****

C CUST STATES VEH HARD TO START IN MORNING LONG CRANK
CAUSE: 34317 PERFROM BATTERY TEST, ONE BATTERY FAILED, DTC 100JSW05S0AQR - ACES XE0FM REPLACE BATTERY AND RETEST

10654C BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/10655) - L
15 SCHONDEK,JOHN LIC#: 9254
WS (N/C)

1 BXT*65*750 BATTERY (N/C)
1 3C3Z*6750*AA INDICATOR ASY - OIL LEVEL (N/C)

10654C1 BATTERY - REPLACE (10653/10654/10655) - L
15 SCHONDEK,JOHN LIC#: 9254
WS (N/C)

FC: C25 42
PART#: BXT*65*750
COUNT:
CLAIM TYPE:
AUTH CODE: XE0FM
9254
34317 PERFROM BATTERY TEST, ONE BATTERY FAILED, DTC 100JSW05S0AQR - ACES XE0FM REPLACE BATTERY AND RETEST

****

THANK YOU FOR SERVICING YOUR VEHICLE AT
MALOUF FORD-LINCOLN-MERCURY

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY INCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM--WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.
DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO THE CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER.TO OBTAIN REPAIRS UNDER THIS WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE ADDRESS SHOWN ON THE REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED, TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.
ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME OR PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.
THE PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES, IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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

CUSTOMER COPY

[redacted]

[redacted]

SOUTH PLAINFIELD NJ [redacted]
HOME: [redacted] BUS: [redacted]

INVOICE

DUPLICATE 1
PAGE 1

MALOUF
P.O. BOX 7480
US Route 1 & Commerce Blvd.
NORTH BRUNSWICK, NEW JERSEY 08902
MAIN (732) 951-0300
SERVICE (732) 951-0400
NEW-USED LEASING-FLEET
www.malouf.com

FORD FORD

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25E[redacted]		39665/39668	T154

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 11JUL07		98.00	CASH	13JUL07

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:20527
10JUL07	13JUL07	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	CUST STATES WHEN RELEASING GAS PEDAL THERE IS A FLUTTER TYPE NOISE							
	AND ALSO VEH HAS NO PICKUP							
	INFO CUSTOMER INFORMATION LINE							
	15 SCHONDEK,JOHN LIC#: 9254							
	ISHOP							
	39665 TEST DROVE VERIFY FLUTTER NOISE AT DECEL. TRY REFLASH PCM, TCM, AND FICM, STILL THERE. CHECK FOR SSM AND TSB, SSM 18845 SAID TO BE NORMAL ORPERATION.							(N/C)
	**********							
B	CUSTOMER REQUESTS DIESEL OIL AND FILTER CHANGE							
	1MDC COMPLETED DIESEL OIL AND FILTER CHANGE							
	15 SCHONDEK,JOHN LIC#: 9254							
	CPFD							
	1 FL*2016* KIT - ELEMENT & GASKET - OIL F					28.75	29.95	29.95
	15 XO*15W40*QSD OIL - ENGINE					3.50	28.75	28.75
	39665 LOF						3.50	52.50
	**********							
	CUSTOMER PAY MISC.SHOP FEES FOR REPAIR ORDER							1.00
	CHARGE TO ACCOUNT# 1996 CLASS ACTION						THANK YOU FOR SERVICING YOUR VEHICLE AT MALOUF FORD-LINCOLN-MERCURY	

"LIMITED LABOR WARRANTY"

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DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO THE CUSTOMER, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF ANY DEFECT IN LABOR PERFORMED WHILE COMPLETING THE REPAIRS LISTED ON THIS REPAIR ORDER.TO OBTAIN REPAIRS UNDER THIS WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE ADDRESS SHOWN ON THE REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED. TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.
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DESCRIPTION	TOTALS
LABOR AMOUNT	29.95
PARTS AMOUNT	81.25
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.00
TOTAL CHARGES	112.20
LESS INSURANCE	0.00
SALES TAX	7.86
PLEASE PAY THIS AMOUNT	120.06

CUSTOMER COPY

18845 2003-2006 F-SUPER DUTY/2003-2005 EXCURSION/2004-2006 E-SERIES 6.0L - FLUTTER NOISE ON DECELERATION
SOME VEHICLES EQUIPPED WITH A 6.0L DIESEL ENGINE MAY EXHIBIT A FLUTTER TYPE NOISE FROM THE AIR BOX/INTAKE AREA ON DECELERATION. THIS NOISE TYPICALLY OCCURS WHEN DECELERATING AFTER HEAVY ACCELERATION. THE NOISE IS A NORMAL CHARACTERISTIC OF THIS ENGINE AND HAS NO IMPACT ON ENGINE OR TURBOCHARGER DURABILITY. NO REPAIR ATTEMPT SHOULD BE MADE FOR THIS CONDITION.
EFFECTIVE DATE: 09/21/2005

[redacted]

[redacted]

SOUTH PLAINFIELD, NJ [redacted]
HOME: [redacted] BUS: [redacted]

INVOICE

DUPLICATE 1
PAGE 1

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FORD FORD

SERVICE ADVISOR: 4065 SAL GIORDANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK CC	05	FORD F250 PICKUP	1FTSW21P25[redacted]		40120/40122	T106

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11DEC04 IS			16:30 26JUL07		98.00	CASH	01AUG07

R.O. OPENED	READY	OPTIONS: STK: [redacted] DLR:20527
26JUL07	01AUG07	

LINE OPCODE TECH TYPE HOURS — LIST — NET — TOTAL

A CUST STATES WAS TOLD THAT OUTER TIE ROD ENDS NO GOOD
CAUSE: 40120 M-O 40131 REPLACE UPPER AND LOWER BALL JOINTS BECAUSE THEY WERE WORN. REPLACE RIGHT UPPER AND LOWER TIE ROD ENDS, THEY HAD PLAY IN

3049AT BALL JOINT - REPLACE (3049/3050) - L
115 SCHONDEK, JOHN LIC#: 9254
WS

2	8C3Z*3049*A JOINT ASY - BALL	(N/C)
2	5C3Z*3050*AB JOINT ASY - BALL	(N/C)
1	7C3Z*3A131*H END - SPINDLE ROD CONNECTING	(N/C)
1	6C3Z*3A131*D END ASY - DRAG LINK ROD	(N/C)
2	5C3Z*4A322*AA SEAL	(N/C)
1	2C3Z*3254*AA SEAL ASY - OIL	(N/C)
2	5C3Z*3254*AA SEAL ASY - OIL	(N/C)
2	BRS*84* SEAL	(N/C)

3130AT TIE ROD END AND/OR DRAG LINK - REPLACE (3A130/3A131/3304) - L
115 SCHONDEK, JOHN LIC#: 9254
WS

FC: N50 33 (N/C)
PART#: 8C3Z*3049*A
COUNT:
CLAIM TYPE: P05
AUTH CODE:

✓620

40120 M/O 40131 REPLACE UPPER AND LOWER BALL JOINTS BECAUSE THEY WERE WORN. REPLACE RIGHT UPPER AND LOWER TIE ROD ENDS, THEY HAD PLAY IN THEM.

****

CUST PAYS $258.86 CHARGE $104.94 TO ACCOUNT# 1996 CLASS ACTION

THANK YOU FOR SERVICING YOUR VEHICLE AT MALOUF FORD-LINCOLN-MERCURY

CUSTOMER PAY DEDUCTIBLE FOR LINE A 340.00

"LIMITED LABOR WARRANTY"

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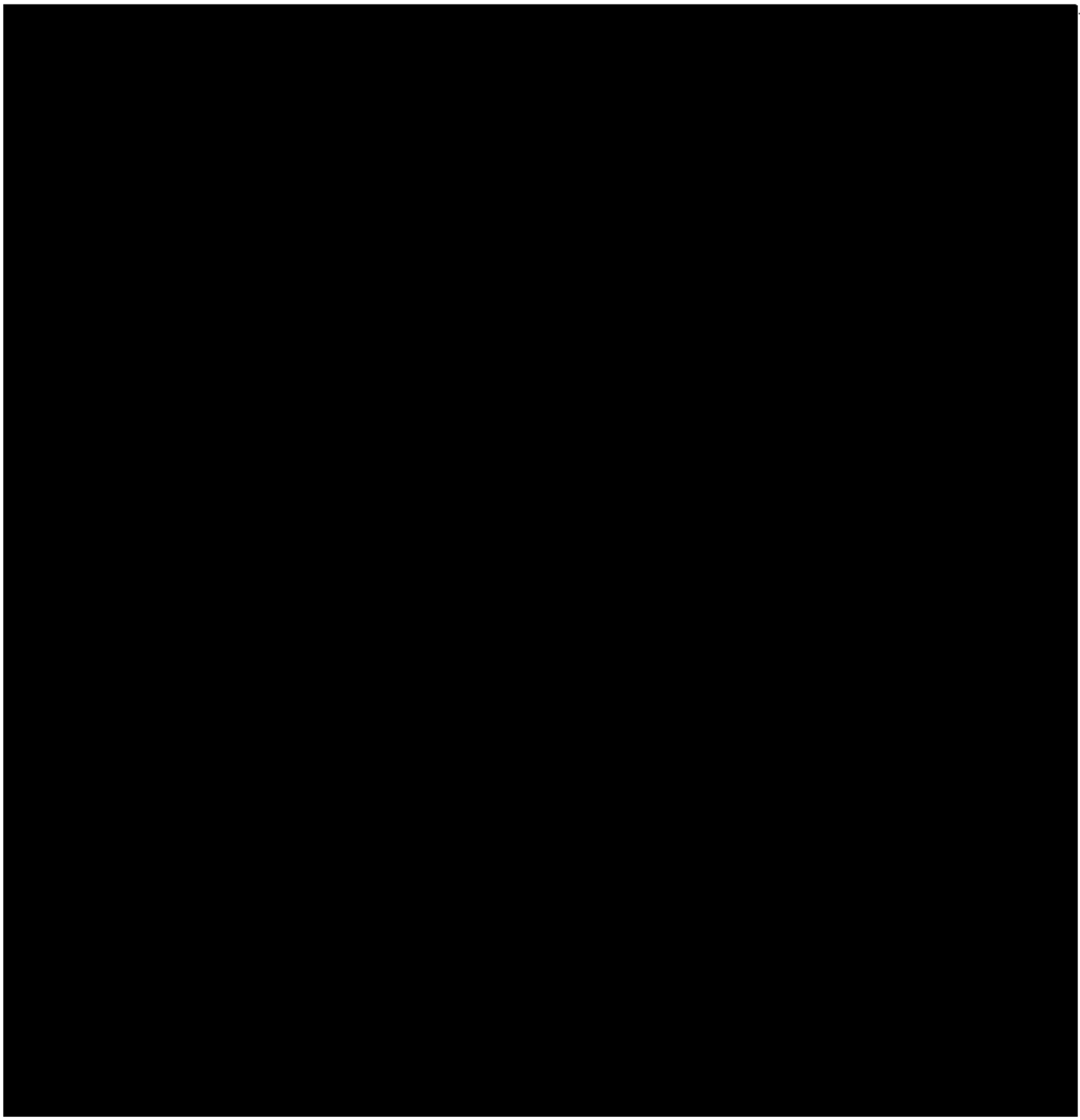
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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	340.00
TOTAL CHARGES	340.00
LESS INSURANCE	0.00
SALES TAX	23.80
PLEASE PAY THIS AMOUNT	363.80

CUSTOMER COPY

SERVICE INVOICE #3 V6.0C





Server Name : AWS Production- Claims loaded through 01-NOV-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 05-NOV-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 01-NOV-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P25E[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	13-08-04	11-12-04	113055	USA	8	5O01	*	3504	*	S13	S05	V39	N50	42

AWS Claim Key:	1475427	**Doc #:**	277913A	**Trx Code:**	1	**Labor Hrs:**	1.5	**Labor Cost:**	132.08
Material Cost:	219.9	**Total Cost:**	351.98						
Dlr Cd-Sub Cd:	20527-*	**Name:**	MALOUF FORD - LINCOLN MERCURY, INC.	**Ph:**	732-9510300	**St:** NJ	**Ctry Cd:**	USA	
Reg Cd:	NA	**Repr Date:**	26-JUL-2005	**DIST(Mile):**	11647				
Cust Comments:	CUSTOMER STATES HE HEARS A NOISE WHEN BACKING VEHCLE UP								
Tech Comments:	11647 FOUND TSB 05 6 13 FOR P S NOISE PEFORMED P S HOSE REPLACEMENT, REFILLED W NEW P S FLUID AS PER TSB, REROAD TESTED FIXED CONCERN								

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P25E[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	13-08-04	11-12-04	113055	USA	14	*	*	*	*	SXX	SXX	V00	*	*

AWS Claim Key:	3425088	**Doc #:**	287527A	**Trx Code:**	05E15	**Labor Hrs:**	1	**Labor Cost:**	88.05
Material Cost:	185.07	**Total Cost:**	273.12						
Dlr Cd-Sub Cd:	20527-*	**Name:**	MALOUF FORD - LINCOLN MERCURY, INC.	**Ph:**	732-9510300	**St:** NJ	**Ctry Cd:**	USA	
Reg Cd:	NA	**Repr Date:**	31-JAN-2006	**DIST(Mile):**	18371				
Cust Comments:	CUST STATES PERFORM 05E15 RECALL EXHAUST PRESSURE SENSOR								
Tech Comments:	18371 PERFORMED RECALL 05E15								

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P25[redacted] F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	13-08-04	11-12-04	113055	USA	14	3A11	*	*	*	SXX	SXX	V00	*	*

AWS Claim Key:	3425092	**Doc #:**	287527B	**Trx Code:**	05B27	**Labor Hrs:**	6.4	**Labor Cost:**	563.52
Material Cost:	149.12	**Total Cost:**	712.64						
Dlr Cd-Sub Cd:	20527-*	**Name:**	MALOUF FORD - LINCOLN MERCURY, INC.	**Ph:**	732-9510300	**St:** NJ	**Ctry Cd:**	USA	
Reg Cd:	NA	**Repr Date:**	31-JAN-2006	**DIST(Mile):**	18371				
Cust Comments:	REVERSE CLUTCH TO CASE SNAP RING REPLACEMENT L								
Tech Comments:	18371 PERFORMED RECALL 05B27 DIESEL 4X4 ROAD TESTED VEHICLE								

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P25E[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	13-08-04	11-12-04	113055	USA	14	2E05	*	9155	*	S09	S09	V17	A85	42

AWS Claim Key:	3425089	**Doc #:**	287527D	**Trx Code:**	E84	**Labor Hrs:**	.5	**Labor Cost:**	44.03
Material Cost:	0	**Total Cost:**	44.03						
Dlr Cd-Sub Cd:	20527-*	**Name:**	MALOUF FORD - LINCOLN MERCURY, INC.	**Ph:**	732-9510300	**St:** NJ	**Ctry Cd:**	USA	
Reg Cd:	NA	**Repr Date:**	31-JAN-2006	**DIST(Mile):**	18371				
Cust Comments:	CUST STATES THE WATER IN FUEL LIGHT IS ON								
Tech Comments:	18371 VERIFY CONCERN DRAINED WIF MODULE								

1FTSW21P25E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 13-08-04 11-12-04 113055 USA 14 5C02 * 4602 * S13 S10 V89 N25 33

AWS Claim Key: 3425090 **Doc #:** 287527E **Trx Code:** E84 **Labor Hrs:** 1 **Labor Cost:** 88.06 **Material Cost:** 0 **Total Cost:** 88.06

Dlr Cd-Sub Cd: 20527-* **Name:** MALOUF FORD - LINCOLN MERCURY, INC. **Ph:** 732-9510300 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**31-JAN-2006 **DIST(Mile):**18371

Cust Comments: CUST STATES TIRE WEAR AND WHEN HIT BUMPS THERE IS A SHIMMY IN STEERING WHEEL

Tech Comments: 18371 OUT 18379 SET TIRE PRESSURE PERFORMED FRONT DIAGNOSE DRIVE GARSHNESS ROTATE DRIVE SHAFT VERIFY

1FTSW21P25E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 13-08-04 11-12-04 113055 USA 14 * * * * SXX SXX V00 * *

AWS Claim Key: 3425091 **Doc #:** 287527F **Trx Code:** 59B01 **Labor Hrs:** .3 **Labor Cost:** 26.42 **Material Cost:** 0 **Total Cost:** 26.42

Dlr Cd-Sub Cd: 20527-* **Name:** MALOUF FORD - LINCOLN MERCURY, INC. **Ph:** 732-9510300 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**31-JAN-2006 **DIST(Mile):**18371

Cust Comments: CUST STATES PERFOMR 59B01 RECALL

Tech Comments: 18371 PERFORMED RECALL 59B01

1FTSW21P25E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 13-08-04 11-12-04 113055 USA 26 * * * * SXX SXX V00 * *

AWS Claim Key: 6892290 **Doc #:** 306669A **Trx Code:** 05B32 **Labor Hrs:** .2 **Labor Cost:** 18.3 **Material Cost:** 0 **Total Cost:** 18.3

Dlr Cd-Sub Cd: 20527-* **Name:** MALOUF FORD - LINCOLN MERCURY, INC. **Ph:** 732-9510300 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-JAN-2007 **DIST(Mile):**33667

Cust Comments: COOLANT DEGAS BOTTLE LABEL INSTALLATION AND COOLANT LEVEL ADJUSTMENT L

Tech Comments: 33667 DO NOT HAVE LABELS

1FTSW21P25E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 13-08-04 11-12-04 113055 USA 27 1H03 * 9F452 * S11 S11 V52 D36 55

AWS Claim Key: 7061458 **Doc #:** 500023A **Trx Code:** S07 **Labor Hrs:** 2.3 **Labor Cost:** 210.4 **Material Cost:** 28.21 **Total Cost:** 238.61

Dlr Cd-Sub Cd: 20527-* **Name:** MALOUF FORD - LINCOLN MERCURY, INC. **Ph:** 732-9510300 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-FEB-2007 **DIST(Mile):**34317

Cust Comments: CUST STATES WHEN MAKING RIGHT TURNS THE VEH STARTS TO CHOKE OUT AND DOES NOT SEEM LIKE IT GETTINNG FUEL

Tech Comments: 34317 VERIFY CONCERN, PERFROM IDS TEST P0404. PERFROM TSB 06 19 6. CLEAN EGR VALVE AND RETEST.

1FTSW21P25E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 13-08-04 11-12-04 113055 USA 27 2H02 * 6F089 * S11 S11 V52 D36 42

AWS Claim Key: 7061459 **Doc #:** 500023B **Trx Code:** S07 **Labor Hrs:** 5.6 **Labor Cost:** 512.29 **Material Cost:** 1372.56 **Total Cost:** 1884.85

Dlr Cd-Sub Cd: 20527-* **Name:** MALOUF FORD - LINCOLN MERCURY, INC. **Ph:** 732-9510300 **St:** NJ **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-FEB-2007 **DIST(Mile):**34317

Cust Comments: CUST STATES WHEN VEH IS IN MOTION AND TAKING FOOT OF GAS THERE IS A NOISE COMING FROM FRONT OF VEH

Tech Comments: 34317 F P P T KA I T PC ED M. I VERIFY CONCERN, PERFROM IDS TEST P0299. PERFROM TSB 06 23 02 TRY TO CLEAN TURBO. TURBO FALS INSPECTION REPLACE TURBO. REPROGRAM PCM, TCM, AND FICM. RETEST AND ROAD TEST.

1FTSW21P25E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 13-08-04 11-12-04 113055 USA 27 7A01 BXT 65 750 S09 S09 V19 C25 42

AWS Claim Key: 7061460 **Doc #:** 500023C **Trx Code:** E83 **Labor Hrs:** .5 **Labor Cost:** 45.74 **Material Cost:** 121.38 **Total Cost:** 167.12

Dlr Cd-Sub Cd:	20527-*	**Name:**	MALOUF FORD - LINCOLN MERCURY, INC.		**Ph:**	732-9510300	**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**01-FEB-2007		**DIST(Mile):**34317								
Cust Comments:	CUST STATES VEH HARD TO START IN MORNING LONG CRANK																					
Tech Comments:	34317 PERFROM BATTERY TEST, ONE BATTERY FAILED, DTC 100JSW05S0AQR ACES XE0FM REPLACE BATTERY AND RETEST																					

1FTSW21P25E[redacted]F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	13-08-04	11-12-04	113055	USA	32	5G02	8C3Z	3049	A	S13	S05	V39	N50	33
AWS Claim Key:	8307734	**Doc #:**	512167A		**Trx Code:**	P05	**Labor Hrs:**	5.7		**Labor Cost:**	538.65	**Material Cost:**	648.41	**Total Cost:**	1187.06							
Dlr Cd-Sub Cd:	20527-*	**Name:**	MALOUF FORD - LINCOLN MERCURY, INC.		**Ph:**	732-9510300	**St:** NJ	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**26-JUL-2007		**DIST(Mile):**40120								
Cust Comments:	CUST STATES WAS TOLD THAT OUTER TIE ROD ENDS NO GOOD																					
Tech Comments:	40120 M O 40131 REPLACE UPPER AND LOWER BALL JOINTS BECAUSE THEY WERE WORN. REPLACE RIGHT UPPER AND LOWER TIE ROD ENDS, THEY HAD PLAY IN THEM. VERY GOOD SERVICE CUST IN ON TIME OUT ON MILEAGE																					

Any comments? You can contact

webmaster



FILED
NOV 28 2007
NANCY S. REINBOLD
STARK COUNTY OHIO
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

[redacted]
Massillon, Ohio [redacted]

Plaintiff

vs.

FORD MOTOR COMPANY
c/o CT Corporation System
1300 E. 9th Street, Suite 1010
Cleveland, Ohio 44114
Defendant

Case No: [redacted]

Judge: Haas

COMPLAINT

Now comes Plaintiff, [redacted] by and through undersigned counsel and states as follows:

COUNT 1
OHIO LEMON LAW

1. Plaintiff [redacted] is an individual citizen and legal resident of the State of Ohio ("Plaintiff).
2. Defendant, Ford Motor Company ("Defendant") is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local Agent listed above.

3. On or about February 24, 2006 Plaintiff purchased a 2006 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX21546E[redacted] (hereinafter the "vehicle").
4. The vehicle was purchased in the State of Ohio and is registered in Ohio.
5. The price of the vehicle and/or the total of payments is approximately $35,000.00.
6. Plaintiff presented the vehicle to Defendant's authorized dealers on many occasions and any repairs which were attempted (or not attempted) were insufficient and/or performed in an unworkmanlike manner
7. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), Plaintiff has lost all faith and confidence in the vehicle and defendant's actions have resulted in a substantial impairment of the use, value and/or safety of the vehicle.
8. As part of the consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties and the warranty has ultimately failed of its essential purpose and/or has been breached by the Defendant.
9. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions that Plaintiff was revoking acceptance of the vehicle and requested the return of all funds paid toward the vehicle.
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(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 Defendant.

15. Plaintiff had the vehicle serviced at Defendant's "Authorized Dealer(s).

16. Plaintiff reported one or more "nonconformities," to the manufacturer, through its authorized dealer(s).

17. 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.

18. Plaintiff's vehicle satisfies one or more of the presumptions set forth in Section 1345.73.

19. Plaintiff has fully complied with Defendant's qualified Informal Dispute Resolution forum prior to filing this lawsuit, if required.

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. Such other relief as this court deems just and proper.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

20. Plaintiff re-alleges all of the previous allegations as if fully rewritten herein.

21. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301.

22. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C.2301.

23. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301.

24. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6) and/or a "Service Contract" as defined by 15 USC 2301(8).

25. Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities and has been unable or unwilling to do so by failing to repair one or more nonconformities within a reasonable number of attempts and/or a reasonable amount of time.

26. Plaintiff states that Defendant's actions or inactions constitute a breach or their written, express, and or implied warranty(ies).

27. 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. 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 Judgment in the following manner:

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. Such other relief as this court deems just and proper.

COUNT III
OHIO UNIFORM COMMERCIAL CODE

30. Plaintiff hereby reavers all statements and allegations previously set forth as if fully rewritten herein.

31. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

    a. Express Warranty

    b. Implied Warranty of Merchantability; and

    c. Implied Warranty of Fitness for a Particular Purpose.

32. At the time of delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

33. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

34. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach of warranty.

35. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

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

COUNT IV
IMPLIED WARRANTY IN TORT

36. Plaintiff hereby re-alleges all statements and allegations previously set forth as if fully rewritten herein.

37. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:

    a. Implied Warranty of Merchantability sounding in Tort; and

    b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.

38. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.

39. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.

40. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

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

COUNT V
OHIO CONSUMER SALES PRACTICES ACT

41. Plaintiff hereby re-alleges all statements and allegations previously set forth as if fully rewritten herein.

42. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."

43. Plaintiff is a "Person," as defined by R.C. § 1345.01(B).

44. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C) & (B).

45. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

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

47. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.

48. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and was of merchantable quality in the industry, was untrue.

49. Defendant's representation that the vehicle was fit for ordinary purpose, was untrue.

50. Defendant's violation of the Ohio Lemon Law constitutes an unfair, deceptive and/or unconscionable sales practice.

51. In connection with said transaction, Defendant also 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), of the Ohio Attorney General and said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. §1345.05(A)(3).

52. Defendant never disclosed any defects in connection with the sale of the vehicle, as required by O.A.C. 109:4-13-16 (B)(14).

53. Defendant, who had a legal obligation to Plaintiff under the written warranty, knowingly breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.

54. Defendant knowingly exhibited a pattern of inefficiency, stalling and/or in competency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 332 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).

55. Defendant knowingly failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).

56. Defendant knowingly refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc. No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).

57. Defendant knowingly committed all of the above unfair, deceptive, and/or unconscionable acts and practices, and plaintiff has incurred damages as a result of defendant's actions and/or inaction.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages and/or the statutory minimum of $200 for each additional unlawful act specified;

2. Costs, including expert witness fees and reasonable attorney's fees;

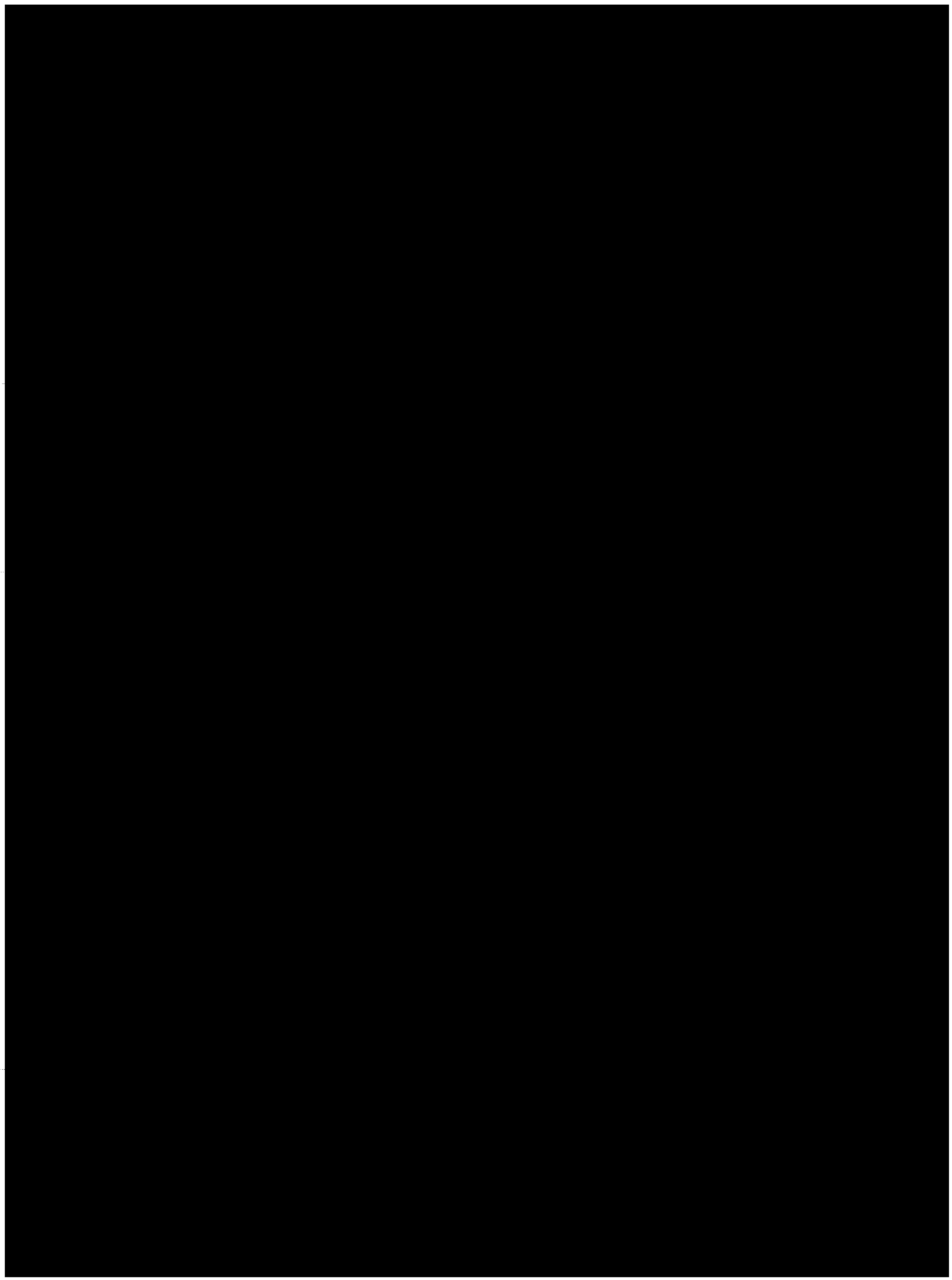
3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and

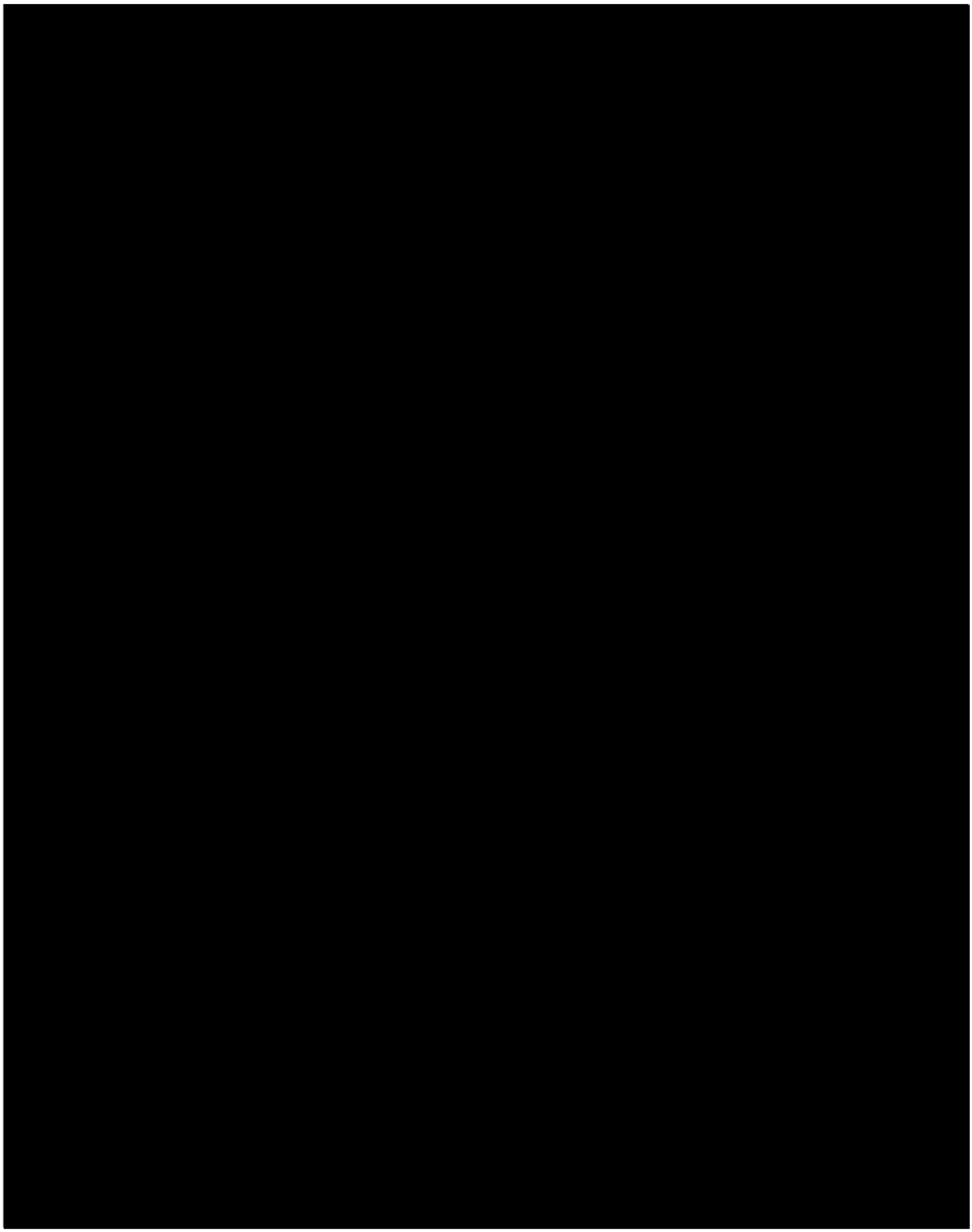
4. Such other relief as this court deems just and proper.

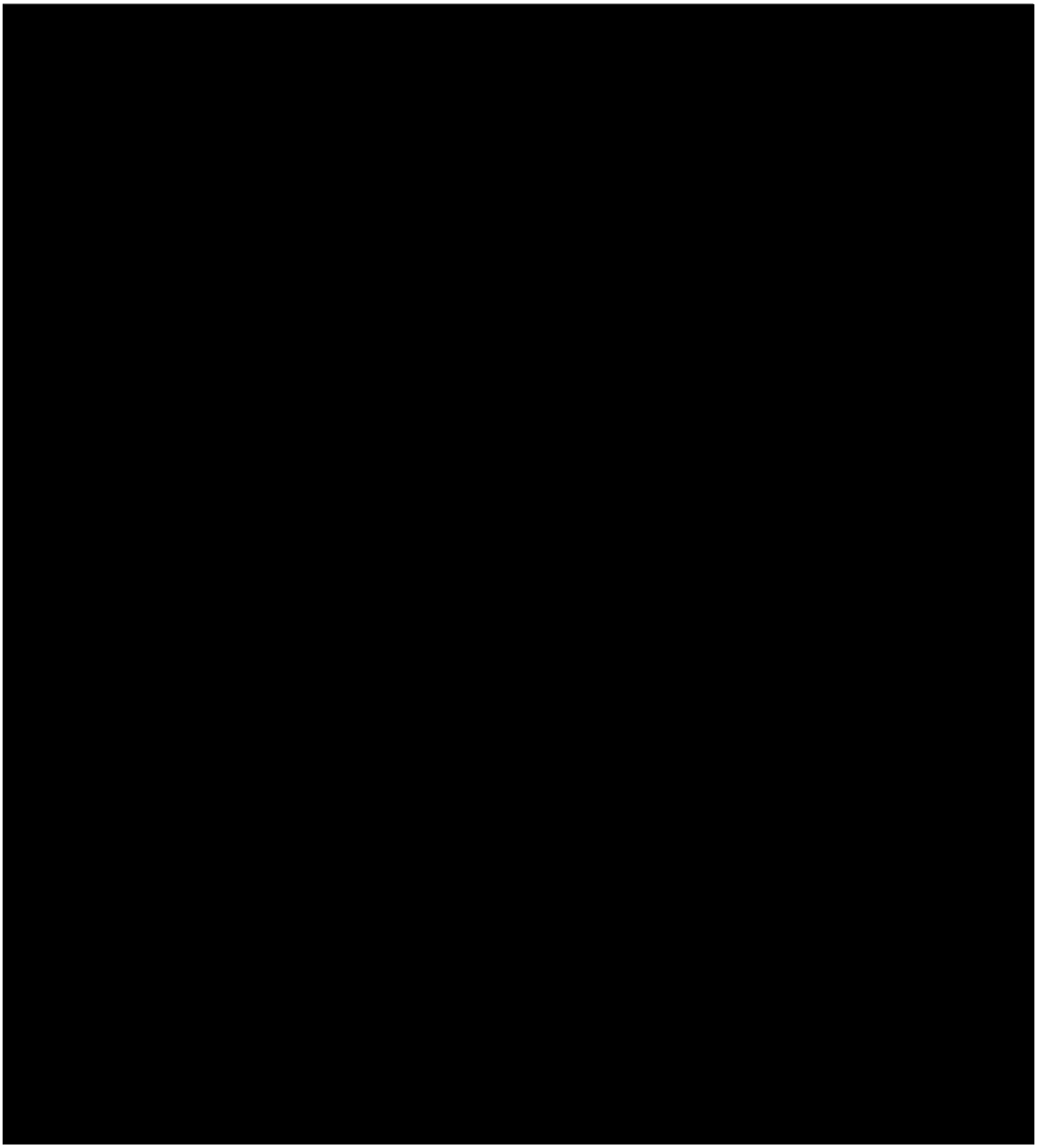
Respectfully submitted,

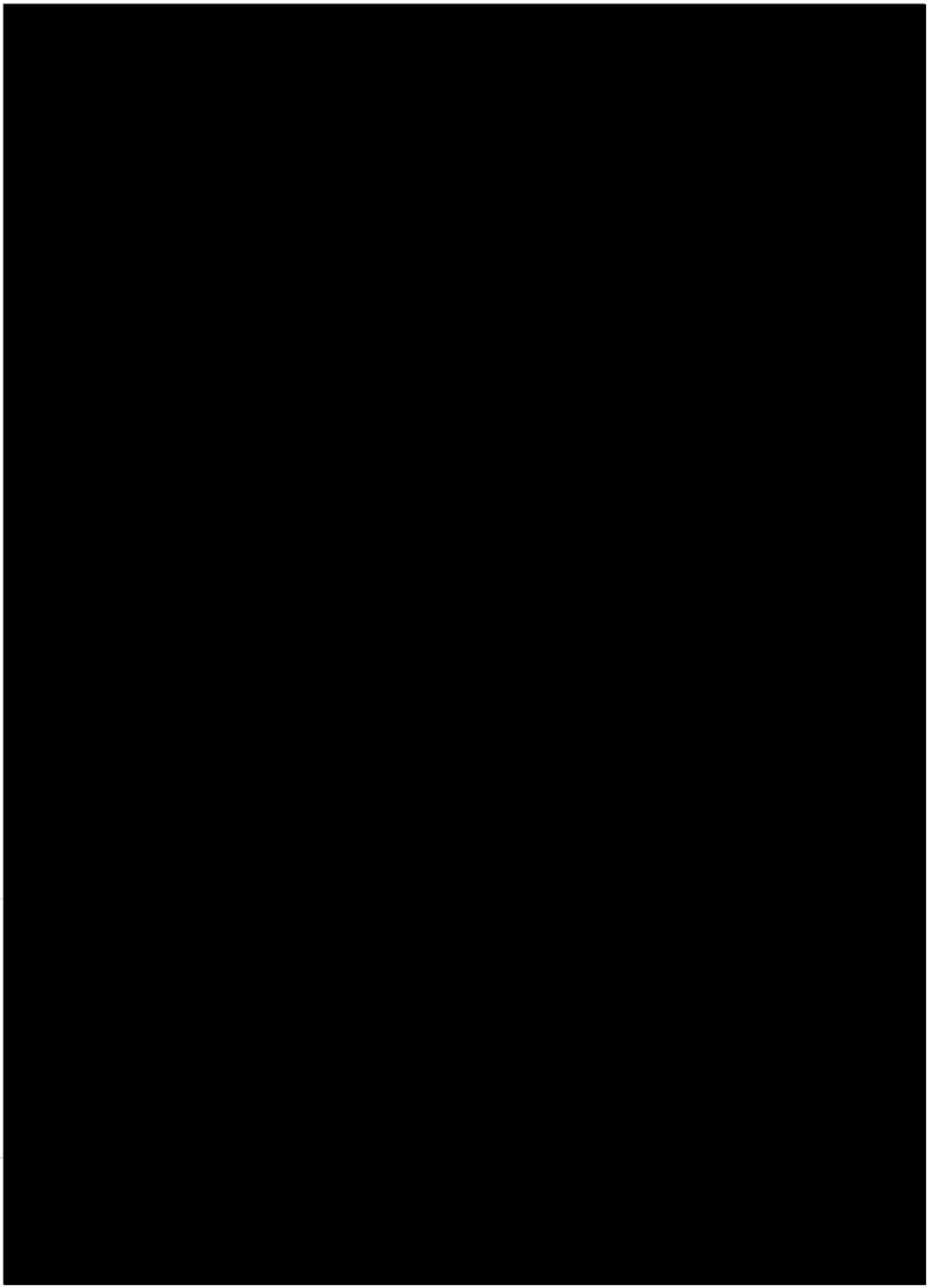
PERRY, CHERNOSKY & ASSOCIATES, CO. LPA.

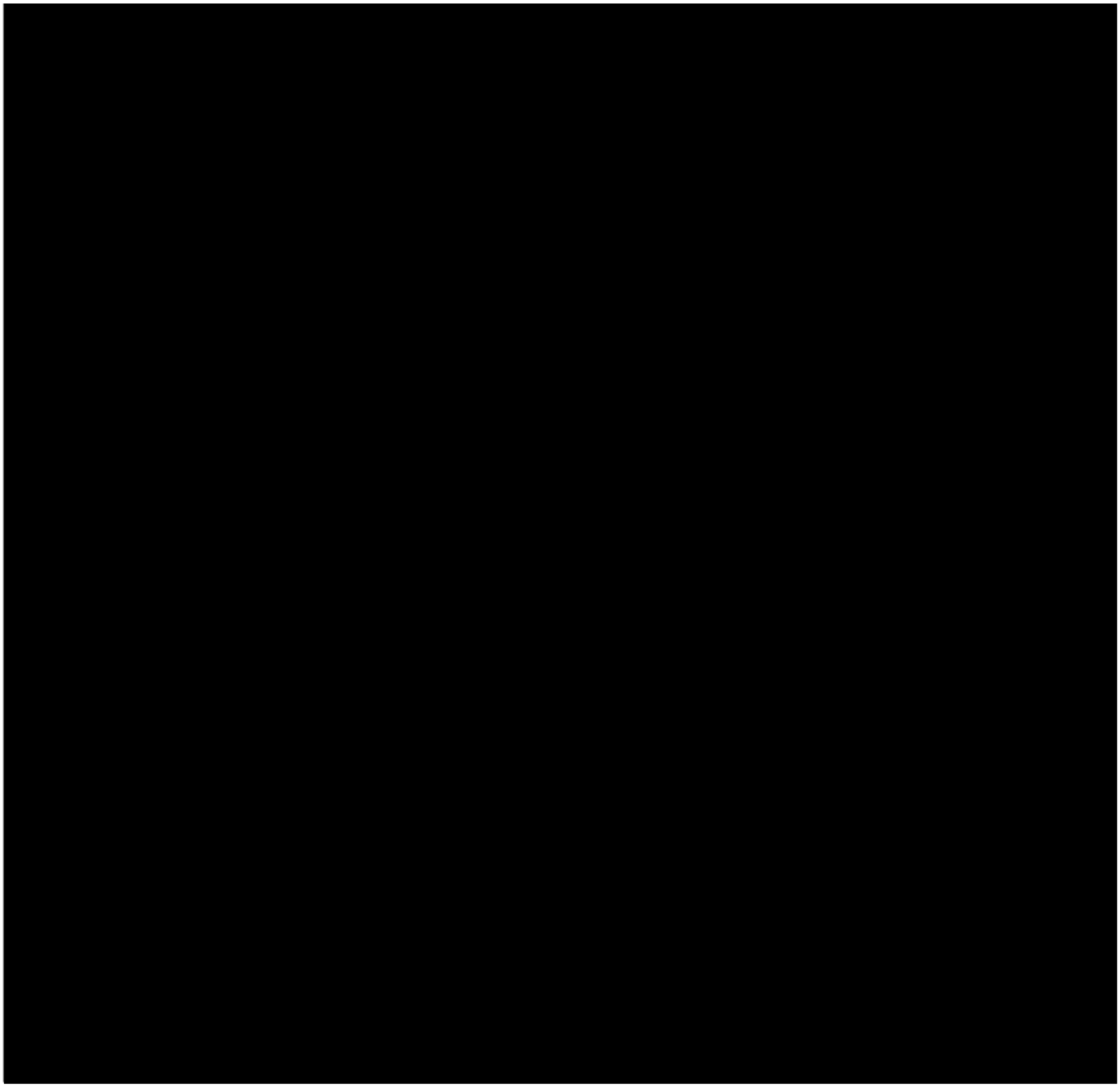
[redacted]
Westlake, Ohio 44145
(440) 835-4503
(440) 348-2359 (fax)
[redacted]helemonlawyers.com
Attorney for Plaintiff

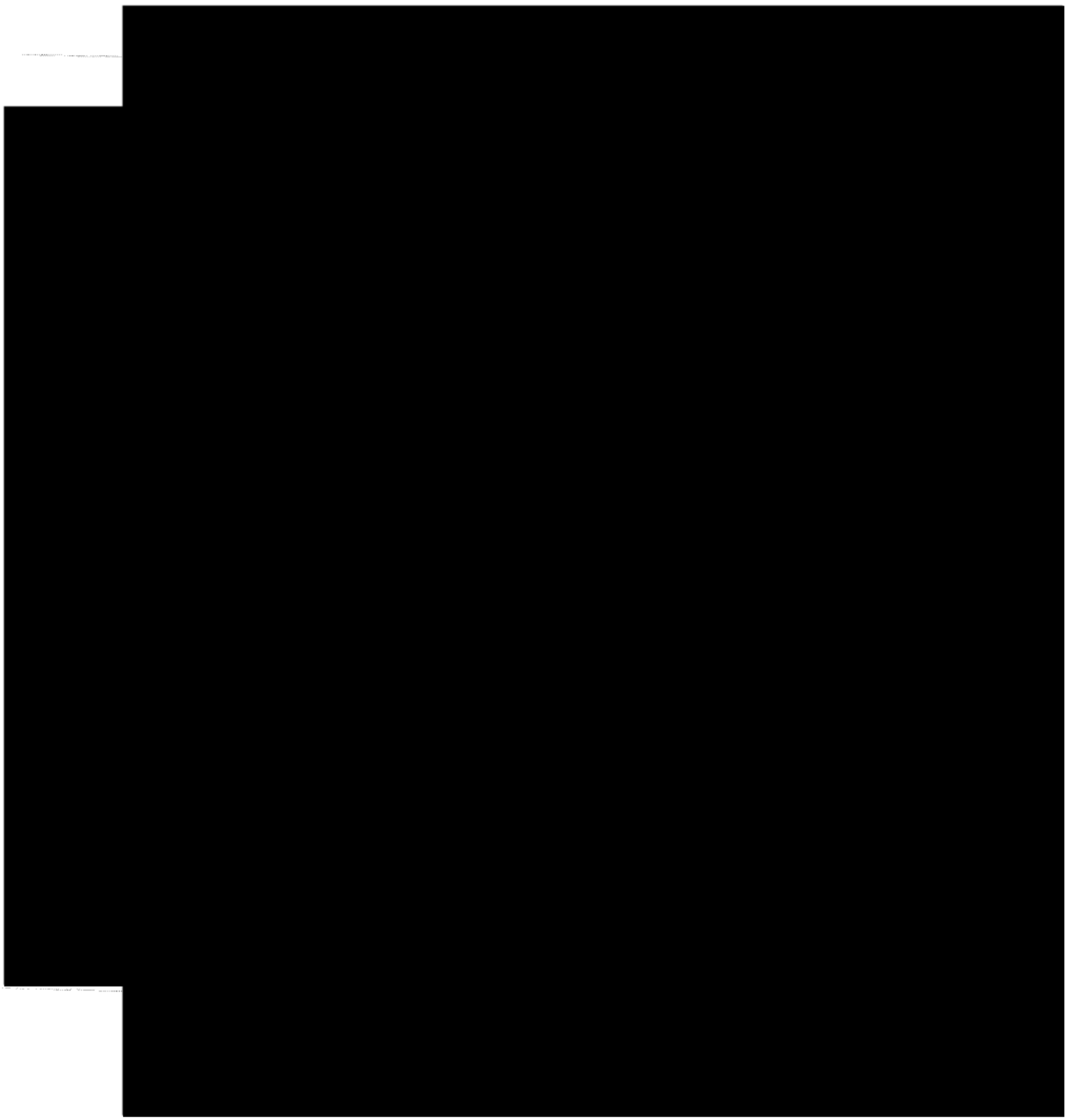


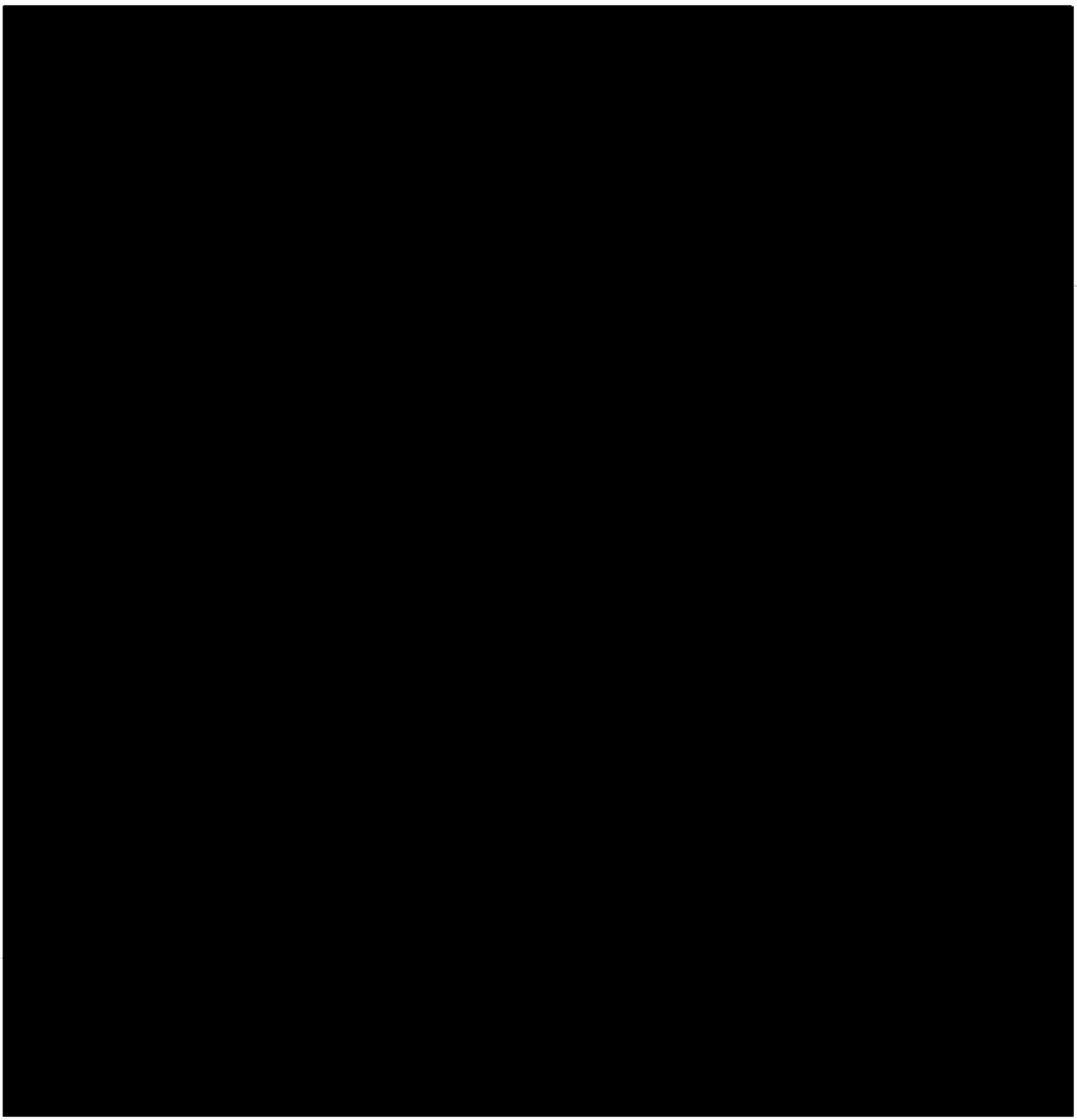


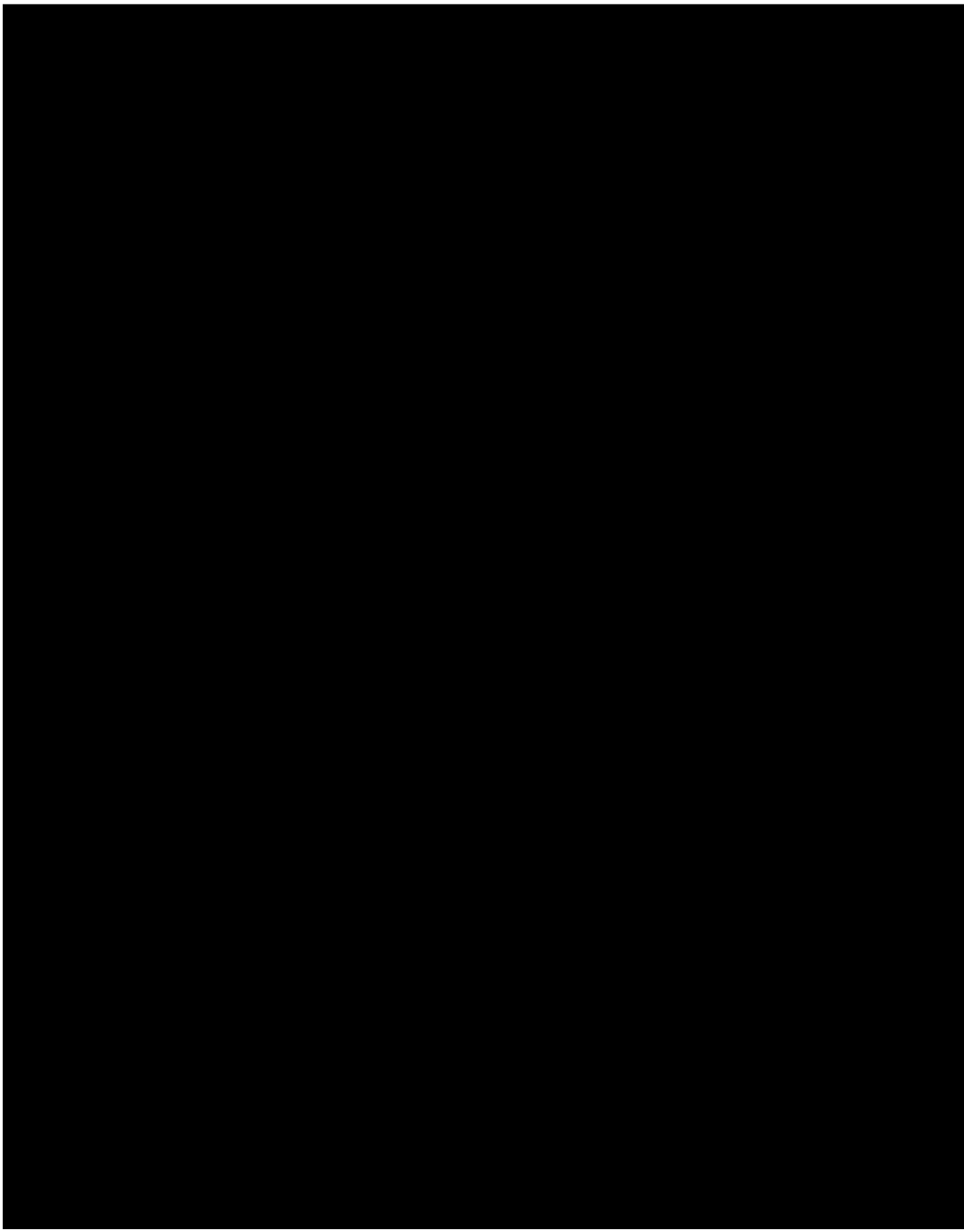




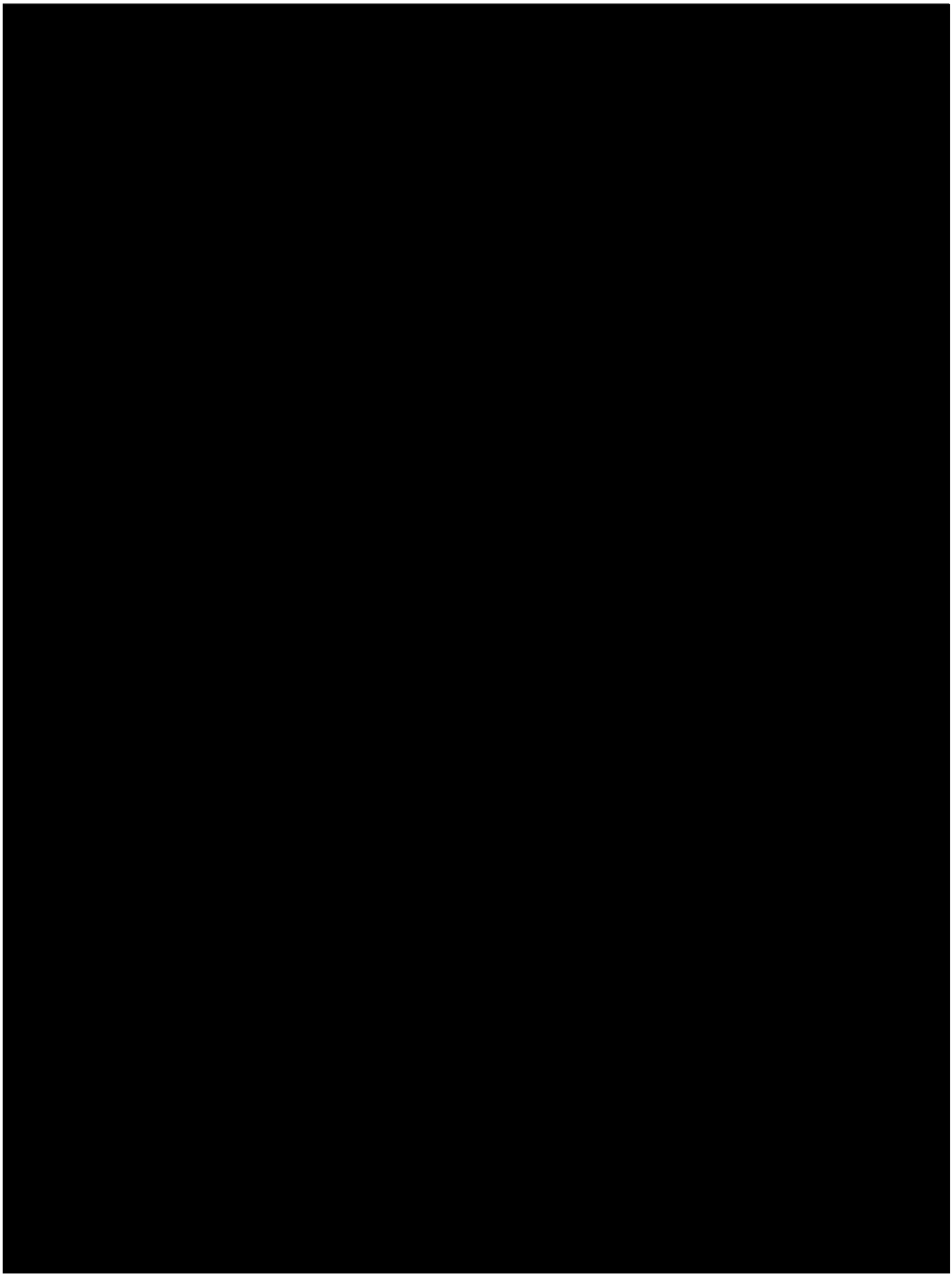
















Server: **AWS QA**
Claims loaded through: **13-NOV-2007**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 06-DEC-2007
Note: All Costs are in US Dollars Server Name: AWS QA Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21546E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	28-11-05	24-02-06	144204	USA	3	2G04	*	NPF	*	S11	S11	V48	P67	42

AWS Claim Key: 1096908 **Doc #:** 290126A **Trx Code:** 2 **Labor Hrs:** 1.1 **Labor Cost:** 82.58 **Material Cost:** 0 **Total Cost:** 82.58
Dlr Cd-Sub Cd: 02370-* **Name:** MULLINAX FORD NORTH CANTON, INC. **Ph:** 330-2848236 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-MAY-2006 **DIST(Mile):**2827
Cust Comments: CUSTOMER STATES THE TRANSMISSION SEEMS TO BE SLIPPING WHEN SITTING STILL,TRY TO ACCELERATE. ENGINE REVS,TRUCK NO MOVE THEN TRANS HITS HARD AND GOES
Tech Comments: ROAD TEST,COULD NOT VERIFY SHIFT ISSUE,RAN ELECTRONIC TRANSMISSION TEST,PINPOINT TEST,PASSED ALL,NO PROBLEM FOUND AT THIS TIME

1FTSX21546E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	28-11-05	24-02-06	144204	USA	3	2G04	*	DIAG	*	S11	S11	V40	D11	42

AWS Claim Key: 1138447 **Doc #:** 290126B **Trx Code:** 2 **Labor Hrs:** .6 **Labor Cost:** 45.04 **Material Cost:** 0 **Total Cost:** 45.04
Dlr Cd-Sub Cd: 02370-* **Name:** MULLINAX FORD NORTH CANTON, INC. **Ph:** 330-2848236 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-MAY-2006 **DIST(Mile):**2827
Cust Comments: CUSTOMER STATES WHEN COLD START IN THE MORNING,THE ENGINE RPMS GO WAY UP,THEN WILL ONLY COME DOWN WHEN PUT INTO GEAR.
Tech Comments: TESTED,VERIFIED ONLY NORMAL COLD START 1500 1800RPM,RAN WDS SELFTEST,PASSED,NO PROBLEM FOUND AT THISTIME

1FTSX21546E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	28-11-05	24-02-06	144204	USA	3	7W88	*	NPF	*	S09	S09	V83	G29	42

AWS Claim Key: 1096909 **Doc #:** 290126E **Trx Code:** 2 **Labor Hrs:** .7 **Labor Cost:** 52.55 **Material Cost:** 0 **Total Cost:** 52.55
Dlr Cd-Sub Cd: 02370-* **Name:** MULLINAX FORD NORTH CANTON, INC. **Ph:** 330-2848236 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-MAY-2006 **DIST(Mile):**2827
Cust Comments: CUSTOMER STATES CHECK ENGINE LIGHT COMES ON INTERMITTENTLY
Tech Comments: COULD NOT VERIFY,RAN PINPOINT TEST,NO PROBLEM AT THIS TIME

1FTSX21546E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	28-11-05	24-02-06	144204	USA	15	5K06	*	TWC01	*	S10	S10	V88	TC8	42

AWS Claim Key: 3627496 **Doc #:** 263702A **Trx Code:** 2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 0
Dlr Cd-Sub Cd: 02283-* **Name:** ED MULLINAX FORD **Ph:** 440-9842431 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAY-2007 **DIST(Mile):**16884
Cust Comments: VIBRATION OF DR FRT SIDE AT 65 MPH STR WHEEL SHAKES OVER BUMPS AT HIGHTWAY SPEEDS.

Tech Comments: 16884 REPLACED BOTH FRONT TIRES PER ASM, OLD DOT M343 DP11 4405, NEW DOT M343 DP11 4306 TREAD DEPTH AT 632 MT BALANCE OF ROAD FORCE TIME

1FTSX21546F[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 28-11-05 24-02-06 144204 USA 15 5N01 5C3Z 3E651 D S13 S10 V89 N22 42

AWS Claim Key: 3598598 **Doc #:** 306054A **Trx Code:** E84 **Labor Hrs:** 1.4 **Labor Cost:** 109.2 **Material Cost:** 29.25 **Total Cost:** 138.45

Dlr Cd-Sub Cd: 02370-* **Name:** MULLINAX FORD NORTH CANTON, INC. **Ph:** 330-2848236 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-MAY-2007 **DIST(Mile):**17862

Cust Comments: CUSTOMER STATES WHEN HE HITS A BUMP,THE FRONT END SHAKES BADLY. STATES IT SHAKES BADLY ALSO WHEN DRIVING AT 70MPH

Tech Comments: VERIFIED CONCERN,FOUND TSB 07 10 10,REPLACED STEERING DAMPER,RECHECKED,OK

1FTSX21546[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 28-11-05 24-02-06 144204 USA 20 5G05 * FRONT * S10 S10 V87 H21 W6

AWS Claim Key: 4665079 **Doc #:** 313187A **Trx Code:** P01 **Labor Hrs:** .4 **Labor Cost:** 32.23 **Material Cost:** 0 **Total Cost:** 32.23

Dlr Cd-Sub Cd: 02370-* **Name:** MULLINAX FORD NORTH CANTON, INC. **Ph:** 330-2848236 **St:** OH **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-SEP-2007 **DIST(Mile):**24824

Cust Comments: PERFORM ALIGNMENT ON VEHICLE PER DOUG WEBB

Tech Comments: CHECKED ALIGNMENT,OK

Any comments? You can contact



webmaster



IN THE CIRCUIT COURT OF JACKSON COUNTY, WEST VIRGINIA

[redacted]

Plaintiff,

vs.

CASE NO.: [redacted]

FORD MOTOR COMPANY,
A DELAWARE CORPORATION,

Defendant.

RECORDED
2011 NOV -7 A 9:17
KEITH BROTHERTON
JACKSON COUNTY
CIRCUIT CLERK
RIPLEY, WV 25271

COMPLAINT

Now comes the Plaintiff, [redacted] by counsel, JOHN N. ELLEM, and for his complaint against the Defendant states as follows:

I. FACTS COMMON TO ALL COUNTS

1. That the Plaintiff is a resident of Jackson County, with an address of [redacted] Ripley, West Virginia [redacted]

2. That the Defendant Ford Motor Company (hereinafter sometimes referred to as "Ford") is a Delaware corporation authorized to do business, and doing business, in the State of West Virginia.

3. That the Defendant, Ford, is engaged in the business of manufacturing various types of motor vehicles, including cars and sport utility vehicles, which it then sells to the public through various independently owned automotive dealerships located throughout the United States, including Wood County, West Virginia.

4. That on or about October 31, 2006, the Plaintiff purchased a 2006 Ford F250, VIN #1FTSX21516E[redacted] from Astorg Imports, Inc in Wood County, West Virginia, for approximately Thirty-One Thousand Eleven Dollars and Thirty Cents ($31,011.30).

5. That said vehicle was manufactured by the Defendant Ford.

6. That the Defendant Ford has warranted said vehicle to be free from defects and fit for its intended use for a period of three years or 36,000 miles.

7. That shortly after she purchased the vehicle the Plaintiff experienced repeated problems with the quality of workmanship of the vehicle, including, but not limited to, the following defects and unworkmanlike conditions:

a. vibration

b. air leak in passenger side window

c. transmission not shifting correctly

d. not idling properly

e. steering wheel oscilates when driving over bumps on interstate

8. That as a direct and proximate result of the defects in the vehicle due to the Defendant Ford's poor workmanship and craftsmanship, the Plaintiff was required to take his vehicle to be serviced at the dealership on numerous occasions and was without the use and benefit of his vehicle for numerous days.

9. That as a direct and proximate result of the defects in the vehicle due to the Defendant Ford's poor workmanship and craftsmanship, the Plaintiff has sustained substantial impairment to use and/or market value of his vehicle, and further, said defects constitute and present a safety danger. Furthermore, the Plaintiff provided the Defendant with notice of these defects and an opportunity to repair.

II. BREACH OF EXPRESS WARRANTY

10. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 9 of Count I above, as if fully set forth herein.

11. That as a direct and proximate result of the defects in the vehicle, as aforesaid, due to the Defendant Ford's poor workmanship and craftsmanship, the Defendant Ford has breached its express warranties applicable to the vehicle.

12. That as a direct and proximate result of the Defendant Ford's actions, as aforesaid, the Plaintiff has suffered loss of use of his vehicle, a risk to his safety, a complete and/or partial diminution in the value of his vehicle, as well as substantial annoyance, aggravation and inconvenience.

13. That the Plaintiff repeatedly requested that the Defendant Ford and its authorized agent, Astorg Imports, Inc., correct the defects in the vehicle as aforesaid. However, the Defendant Ford and said authorized agent were unable to repair said vehicle within a reasonable time so as to conform the vehicle to all applicable express warranties.

III. BREACH OF IMPLIED WARRANTY

14. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 13 of Counts I and II above, as if fully set forth herein.

15. That as a direct and proximate result of the defects in the vehicle, as aforesaid, due to the Defendant Ford's poor workmanship and craftsmanship, the Defendant Ford has breached any implied warranties applicable to the vehicle.

16. That as a direct and proximate result of the Defendant Ford's actions, as aforesaid, the Plaintiff has suffered loss of use of his vehicle, a risk to his safety, a complete and/or partial diminution in the value of his vehicle as well as substantial annoyance, aggravation and inconvenience.

17. That the Plaintiff repeatedly requested that the Defendant Ford and its authorized agent, Astorg Imports, Inc., correct the defects in the vehicle as aforesaid. However, the Defendant Ford and said authorized agent were unable to repair said vehicle within a reasonable time so as to conform the vehicle to all applicable implied warranties.

IV. BREACH OF WVA CODE § 46A-6A-1 et. seq

18. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 17 of Counts I, II and III above, as if fully set forth herein.

19. That as a direct and proximate result of the defects in the vehicle, as aforesaid, due to the Defendant Ford's poor workmanship and craftsmanship, the Defendant Ford is in violation of the West Virginia New Motor Vehicle Warranty Act found at Code § 46A-6A-1 et.seq.

20. That as a direct and proximate result of the Defendant Ford's actions, as aforesaid, the Plaintiff has suffered loss of use of his vehicle, a risk to his safety, a complete and/or partial diminution in the value of his vehicle as well as substantial annoyance, aggravation and inconvenience.

21. That the Plaintiff repeatedly requested that the Defendant Ford and its authorized agent, Astorg Imports, Inc., correct the defects in the vehicle as aforesaid. However, the Defendant Ford and said authorized agent were unable to repair said vehicle within a reasonable time so as to conform the vehicle to the requirements of the West Virginia New Motor Vehicle Warranty Act.

V. BREACH OF THE MAGNUSON-MOSS WARRANTY ACT

22. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 21 of Counts I, II, III, and IV above, as if fully set forth herein.

23. That as a direct and proximate result of the defects in the vehicle, as aforesaid, due to the Defendant Ford's poor workmanship and craftsmanship, the Defendant Ford is in violation of the Magnuson-Moss Warranty Act found at 15 USCS § 2301 et.seq.

24. That as a direct and proximate result of the Defendant Ford's actions, as aforesaid, the Plaintiff has suffered loss of use of his vehicle, a risk to his safety, a complete and/or partial diminution in the value of his vehicle as well as substantial annoyance, aggravation and inconvenience.

25. That the Plaintiff repeatedly requested that the Defendant Ford and its authorized agent, Astorg Imports, Inc., correct the defects in the vehicle as aforesaid. However, the Defendant Ford and said authorized agent were unable to repair said vehicle within a reasonable time so as to conform the vehicle to the requirements of the Magnuson-Moss Warranty Act.

WHEREFORE, the Plaintiff respectfully requests that this Court grant his judgment against the Defendant Ford awarding his the following relief:

a) Revocation of the acceptance of his vehicle and refund of the purchase price, including all applicable sales tax, license fees, registration fees and others reasonable expenses incurred in the purchase of the vehicle, or, alternatively, damages for the diminished value of the vehicle;

b) Damages for the cost of repairs reasonably required to conform the vehicle to the Defendant's express warranty;

c) Damages for loss of use, annoyance and inconvenience and for expenses incurred for replacement transportation;

d) Reasonable attorney fees;

e) Both pre-judgment and post-judgment interest;

f) Any other relief that this Court deems necessary in the interest of justice.

PLAINTIFF DEMANDS TRIAL BY JURY.

[redacted]
By Counsel

[redacted]
P.O. Box 322
Parkersburg, WV 26102-0322
(304) 424-5297 - Telephone
(304) 485-2889 - Facsimile

Counsel for the Plaintiff

Server Name : AWS Production- Claims loaded through 19-NOV-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 21-NOV-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 19-NOV-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSX21516[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	29-11-05	31-10-06	144525	USA	2	5K01	*	1007	*	S13	S10	V89	N25	D9
AWS Claim Key:	2629924	**Doc #:**	031724A		**Trx Code:**		1	**Labor Hrs:**		0	**Labor Cost:**		88.4	**Material Cost:**		0	**Total Cost:**		88.4				
Dlr Cd-Sub Cd:	02775-*	**Name:**	ASTORG FLM OF PARKERSBURG, INC.				**Ph:**	304-4858585		**St:** WV	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**27-DEC-2006			**DIST(Mile):**4690				
Cust Comments:	VIBRATION FROM 60 90MPH IN FLOOR BOARD																						
Tech Comments:	ROADTESTED FELT VIBRATION AT 62 MPH ONLY SENT TO HAVE TIRES ROADFORCE D THREE WHEELS AND TIRES																						
1FTSX21516[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	29-11-05	31-10-06	144525	USA	2	6Y05	*	MAINT	*	SXX	SXX	V00	A96	82
AWS Claim Key:	2629925	**Doc #:**	031724C		**Trx Code:**		0712S	**Labor Hrs:**		1.1	**Labor Cost:**		44.79	**Material Cost:**		27.18	**Total Cost:**		71.97				
Dlr Cd-Sub Cd:	02775-*	**Name:**	ASTORG FLM OF PARKERSBURG, INC.				**Ph:**	304-4858585		**St:** WV	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**27-DEC-2006			**DIST(Mile):**4690				
Cust Comments:	CUSTOMER STATES 5,000 MILE SERVICE																						
Tech Comments:	COMPLETED 5K SERVICE																						
1FTSX21516[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	29-11-05	31-10-06	144525	USA	5	5K04	*	ALBAL	*	S13	S10	V89	N25	D9
AWS Claim Key:	3151213	**Doc #:**	032485A		**Trx Code:**		1	**Labor Hrs:**		0	**Labor Cost:**		40	**Material Cost:**		0	**Total Cost:**		40				
Dlr Cd-Sub Cd:	02775-*	**Name:**	ASTORG FLM OF PARKERSBURG, INC.				**Ph:**	304-4858585		**St:** WV	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**06-MAR-2007			**DIST(Mile):**10392				
Cust Comments:	VIBRATION IN REAR AT 70 MPH CAN FEEL INN SEAT																						
Tech Comments:	ROADTESTED COULD NOT FEEL VIBRAITION, CUSTOMER STATED VIBRATED AT 85 90 MPH, CK ALL U JOINTS AND DRIVELINE EVERYTHING OK, SUBLET TIRE BALANCE TO \ LIGHTENERS TO HAVE TIRES BALANCED ON VEHICLE. ROADTESTED AT 85 MPH																						
1FTSX21516E[redacted]	F7	T/F7	F	T/BD	T/BD	T/E	A1	T/TQ	T/WX	29-11-05	31-10-06	144525	USA	5	6F18	3C3Z	7821536	AA	S12	S03	V11	R22	42
AWS Claim Key:	3151214	**Doc #:**	032485C		**Trx Code:**		1	**Labor Hrs:**		.7	**Labor Cost:**		47.51	**Material Cost:**		90.96	**Total Cost:**		138.47				
Dlr Cd-Sub Cd:	02775-*	**Name:**	ASTORG FLM OF PARKERSBURG, INC.				**Ph:**	304-4858585		**St:** WV	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**06-MAR-2007			**DIST(Mile):**10392				
Cust Comments:	AIR LEAK IN PASSENGERSIDE WINDOW																						

Tech Comments: VERIFIED LEAK FOUND WINDOW RUN MLDING BAD. REPLACED WINDOW RUN MLDG AND RECK FOR LEAKS CKS OUT OK

1FTSX21516E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 29-11-05 31-10-06 144525 USA 5 6Y05 * MAINT * SXX SXX V00 A96 82

AWS Claim Key: 3151215 **Doc #:** 032485F **Trx Code:** 0712S **Labor Hrs:** 1.1 **Labor Cost:** 44.79 **Material Cost:** 27.18 **Total Cost:** 71.97

Dlr Cd-Sub Cd: 02775-* **Name:** ASTORG FLM OF PARKERSBURG, INC. **Ph:** 304-4858585 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-MAR-2007 **DIST(Mile):**10392

Cust Comments: COMPLETE PREMIUM MAINT SERVICE

Tech Comments: COMPLETED PREPAID MAINT SERVICE

1FTSX21516E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 29-11-05 31-10-06 144525 USA 8 5N01 8C3Z 3E651 C S13 S10 V89 C50 42

AWS Claim Key: 4092759 **Doc #:** 033624A **Trx Code:** E84 **Labor Hrs:** 1.4 **Labor Cost:** 400.25 **Material Cost:** 74.19 **Total Cost:** 474.44

Dlr Cd-Sub Cd: 02775-* **Name:** ASTORG FLM OF PARKERSBURG, INC. **Ph:** 304-4858585 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**13-JUN-2007 **DIST(Mile):**19496

Cust Comments: WHEN DRIVING OVER BUMPS ON INTERSTATE STEERING WHEEL OSCILLATE

Tech Comments: ROADTESTED AND VERIFIED, ADJUSTED TIRE PRESSURE STILL THERE. INSTALLED NEW STEERINF SHOCK AND CK TORQUE ON FASTNERS AND HAD FRONT END ALIGNED PER TSB 07 10 10.

1FTSX21516E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 29-11-05 31-10-06 144525 USA 8 5C02 5C3Z 4602 LB S13 S10 V89 N25 42

AWS Claim Key: 4213874 **Doc #:** 033624B **Trx Code:** E84 **Labor Hrs:** 20.4 **Labor Cost:** 1430.24 **Material Cost:** 1084.73 **Total Cost:** 2514.97

Dlr Cd-Sub Cd: 02775-* **Name:** ASTORG FLM OF PARKERSBURG, INC. **Ph:** 304-4858585 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**13-JUN-2007 **DIST(Mile):**19496

Cust Comments: CHECK FOR VIBRATION AT 75 MPH

Tech Comments: REPLACING THE DRIVESHAFT ********** RAN ON HOIST VIB CAN BE FELT, REMOVED REAR WHEELS AND RERAN STILL VIB RATES. RAN ON HOIST STETHASCOPE NOISE AT PINION BEARING AND T FER OUT PUT, ATTEMPED TO BALANCE D SHAFT ONLY MADE WORSE. CK WITH SYROMETER VIB AT 3200 RPM ENGINE AT 2400 VIB AND NOISE AT D SHAFT SPEED, CALLED T/A ADVISED TO CK DRIVELINE ANGLES T 6 1

1FTSX21516E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 29-11-05 31-10-06 144525 USA 8 5C02 5C3Z 4602 LB S11 S11 V51 K03 42

AWS Claim Key: 4253005 **Doc #:** 033807A **Trx Code:** E90 **Labor Hrs:** .8 **Labor Cost:** 56.08 **Material Cost:** 615.03 **Total Cost:** 671.11

Dlr Cd-Sub Cd: 02775-* **Name:** ASTORG FLM OF PARKERSBURG, INC. **Ph:** 304-4858585 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-JUN-2007 **DIST(Mile):**19522

Cust Comments: VIBRATION IN DRIVESHAFT

Tech Comments: RE PLACED DRIVESHAFT FOUND OUT OF ROUND, REPLACED DRIVESHAFT

1FTSX21516E[redacted] F7 T/F7 F T/BD T/BD T/E A1 T/TQ T/WX 29-11-05 31-10-06 144525 USA 9 6Y05 * MAINT * SXX SXX V00 A96 82

AWS Claim Key: 4253006 **Doc #:** 034150C **Trx Code:** 0712S **Labor Hrs:** 1.1 **Labor Cost:** 46.28 **Material Cost:** 27.18 **Total Cost:** 73.46

Dlr Cd-Sub Cd: 02775-* **Name:** ASTORG FLM OF PARKERSBURG, INC. **Ph:** 304-4858585 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-JUL-2007 **DIST(Mile):**20940

Cust Comments: COMPELTE LOF AND TOP OFF FLUIDS

Tech Comments: COMPLETE LUBE OIL AND FILTER AND TOP OFF FLUIDS



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

[redacted]

Plaintiffs,

-vs-

Case No. 07- CP
HON.

FORD MOTOR COMPANY, a Delaware Corporation, and KELLER FORD, INC. 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: Lemonlaw@ameritech.net
WWW.COLLECTIONSTOPPER.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 his attorney, The Law Offices of Brian P. Parker, P.C., and complains against the above-stated Defendants, and states in support of said Complaint as follows:

HIT www.lemonaid.com FOR FREE HELP WITH LEMON CARS, RVS, BIKES AND SLEDS

JURISDICTION AND VENUE

1. This court has original jurisdiction over this action under 15 USC 2310 (d)(i) and the amount in controversy is more than $25,000 exclusive of interest, costs or attorney fees under the Magnusson-Moss Act.

2. This court has supplemental jurisdiction over Plaintiff's state law claims under 78 USC 1367.

PARTIES

3. Plaintiff is an individual who resides in the City of Sand Lake, County of Kent, State of Michigan.

4. Defendant Keller Ford, Inc. ("Dealership") is a vehicle manufacturer and distributor with its registered agent offices located in the City of Bingham Farms, County of Oakland, and is authorized to sell, distribute and service Ford products such as the one it sold to Plaintiff.

5. Defendant Ford Motor Company ("Manufacturer"), is a Delaware corporation authorized to do business in the State of Michigan and is engaged in the manufacture, sale, and distribution of Plaintiff's motor vehicle and related equipment and services, with its registered agent offices located in the city of Bingham Farms, County of Oakland, and is engaged in the sale and distribution of the Plaintiff's motor vehicle and related equipment and services through Defendant Dealer.

6. On or about April 15, 2005, Plaintiff purchased a 2005 F250 Superduty Diesel, VIN#: 1FTSW21P85[redacted] from the Defendant Dealer, which was manufactured by the Manufacturer listed above.

7. This vehicle cost approximately $43,885.93.

8. The vehicle is registered in the State of Michigan

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

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

11. Defendant Manufacturer's 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: **severe shaking defects,** and the 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 and months of repair time 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, including Plaintiff's notification to both that he desired a buy-back of the vehicle, wherein Defendants failed and refused to buy back Plaintiff's defective vehicle and to reimburse Plaintiff pursuant to his rights under Michigan law.

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

18. Plaintiff seeks judgement against the Defendants for whatever amount he is found to be entitled to, equitable relief, costs and expenses of this action as permitted under the consumer statutes

COUNT I
BREACH OF EXPRESS WARRANTY

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 440.2803.

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

22. Defendants also made certain express warranties and representations through to the Plaintiff, both orally, sales department and the warranties designed to encourage the Plaintiff to purchase the subject vehicle

23. Said express and the legal implied warranties included, but were not limited to the vehicle's reliability, merchantability, freedom from defects, that it was of sound quality and that any repairs or defects would be repaired within a reasonable time as the attached repair history exhibits.

24. The Defendants expressly warranted that the subject vehicle would be repaired under a certain period of time as part of the basis of the bargain of the contract and that the repairs would be performed by the authorized Defendant Seller/Dealer under the specific terms of the Express Warranty.

25. Defendants' 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.

26. That the vehicle is still subject to future repairs and loss of use as a result of Defendants' failure to repair the vehicle as warranted and the vehicle's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2) and/or the previous remedy is not the exclusive remedy under MCLA 440.2719(1)(b).

27. As a result of the vehicle's many defects, it cannot be reasonably relied on by Plaintiff for the very purposes she bought it and the vehicle continues to have defects.

28. The Manufacturer and Seller/Dealer induced Plaintiff's acceptance of the vehicle by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

29. These defects discovered by Plaintiff after the purchase of the unit could not have been discovered prior to the acceptance of the purchase by Plaintiff and now have substantially impaired the value and/or use of the vehicle to Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against Defendants for:

A. Refund of the purchase price paid by Plaintiff;

B. Cancel Plaintiff's retail installment contract and pay off the balance;

C. For incidental and consequential damages;

D. For costs, interest and actual attorney fees and costs;

E. Any other relief the court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

31. Plaintiff incorporated herein by reference each and every allegation contained in Paragraphs 1 through 30 as though herein fully restated and realleged.

32. Manufacturer and Seller/Dealer are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

33. The subject vehicle was subject to implied warranties of merchantability under 440.2314; MSA 19.2314, running from the Manufacturer and the Seller/Dealer to the benefit of Plaintiff.

34. The subject vehicle was not fit for the ordinary purpose for which such goods are used.

35. The defects and the problems hereinbefore described rendered the subject vehicle unmerchantable.

36. The Manufacturer and Seller/Dealer failed to adequately remedy the defects in the subject vehicle.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller/Dealer:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the subject vehicle.

D. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

COUNT III
REVOCATION OF ACCEPTANCE

37. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 36 as though herein fully restated and realleged.

38. Plaintiff accepted the subject vehicle without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

39. In the alternative, Plaintiff reasonably assume , and Manufacturer and Seller/Dealer represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

40. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

41. The nonconformities substantially impaired the value of the subject vehicle to the Plaintiff.

42. Plaintiff has previously notified Manufacturer and Seller/Dealer of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of their purchase price for the subject vehicle and out-of-pocket expenses.

43. Manufacturer and Seller/Dealer have nevertheless refused to accept return of the subject vehicle and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller/Dealer:

1. Declaring the acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

2. For a refund of the purchase price paid by Plaintiff for the subject vehicle;

3. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;

4. For consequential, incidental and actual damages;

5. For costs, interest and actual attorneys' fees; and

6. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER MAGNUSSON-MOSS WARRANTY ACT

44. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 43 as though herein fully restated and realleged.

45. Plaintiff is a "consumer" as defined in the Magnusson-Moss Warranty Act (hereinafter referred to as the Warranty Act") 15 USC 2301 (3).

46. The Seller/Dealer is a "supplier" and "warrantor" as defined by the Warranty Act 15 USC 2301(4) and (5).

47. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

48. The subject vehicle is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

49. The subject vehicle was manufactured, sold and purchased after July 4, 1975.

50. The express warranty given by the Manufacturer pertaining to the subject vehicle is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

51. The Seller/Dealer is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's vehicle warranties.

52. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller/Dealer actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer, Repair Facililty, Financier and Seller/Dealer:

1. Declaring the acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
2. For a refund of the purchase price paid by Plaintiff for the subject vehicle;
3. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
4. For consequential, incidental and actual damages;
5. For costs, interest and actual attorneys' fees; and
6. Such other relief this Court deems appropriate.

COUNT V
BREACH OF IMPLIED WARRANTY UNDER MAGNUSSON-MOSS WARRANTY ACT

53. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 52 as though herein fully stated and realleged.

54. The above-described actions on the part of the Manufacturer, Seller/Dealer and Repair Facility constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller/Dealer:

1. Declaring the acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
2. For a refund of the purchase price paid by Plaintiff for the subject vehicle;
3. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
4. For consequential, incidental and actual damages;
5. For costs, interest and actual attorneys' fees; and
6. Such other relief this Court deems appropriate.

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

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

56. The subject vehicle has been in Defendant Dealer 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.

57. Plaintiff has notified Defendants of his 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.

58. 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 he is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute MCLA 257.1401.

COUNT VII
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT MCLA 445.901 ET SEQ.

59. Plaintiff incorporates herein by reference each and every allegation contained in Paragraph 1 through 58 as though herein fully restated and realleged.

60. Plaintiff is a "person" within the meaning of MCLA 445.903(c); MSA 19,418(2)(c).

61. Manufacturer and Seller/Dealer are engaged in "consumer transactions" as defined in MCLA 445.902(d).

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

(a) The Manufacturer and Seller/Dealer represented to Plaintiff the subject vehicle and the warranty thereof had characteristics, uses, benefits, qualitites, and standards which they did not actually have.

(b) The Manufacturer and Seller/Dealer represented to Plaintiff the subject vehicle and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the subject vehicle, the Manufacturer and Seller/Dealer have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller/Dealer have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the subject vehicle.

Revocation.

(e) The Manufacturer and Seller/Dealer have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the subject vehicle and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller/Dealer have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the subject vehicle to be other than they actually were.

(g) The Manufacturer and Seller/Dealer have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the subject vehicle to be other than it actually was.

(h) The Manufacturer and Seller/Dealer have failed to provide the promised benefits to Plaintiff with regard to the sale of the subject vehicle to Plaintiff.

63. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment, against Manufacturer and Seller/Dealer for all damages Plaintiff has incurred or $250 per violation, whichever is greater including reasonably attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT VIII
BREACH OF CONTRACT

64. Plaintiff incorporated herein by reference each and every allegation contained in Paragraphs 1 through 63 as though herein fully restated and realleged.

65. An express limited warranty covering one year from the date of purchase, accompanied the delivery of the subject vehicle to Plaintiff. The limited warranty provided the Manufacturer and Seller/Dealer would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

66. The limited warranty, given by the Manufacturer and adopted by the Seller/Dealer when the Seller/Dealer serviced and repaired the vehicle created a contractual relationship between the Manufacturer/Seller/Dealer and Plaintiff.

67. The Manufacturer and Seller/Dealer have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller/Dealer :

1. Declaring the acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
2. For a refund of the purchase price paid by Plaintiff for the subject vehicle;
3. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
4. For consequential, incidental and actual damages;
5. For costs, interest and actual attorneys' fees; and
6. Such other relief this Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

THE LAW OFFICES OF BRIAN P. PARKER

[redacted]

April 17, 2007

BRIAN P. PARKER (PA[illegible])
Attorney for Plaintiff

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

No. Date APR 15TH 2005

Seller
KELLER FORD INC
3385 ALPINE NW
GRAND RAPIDS MI 49544

"We," "us," and "our" mean the Seller above, its successors and assigns.

[redacted]

"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle Purchased: Year 2005; Make FORD; Model F-250 SD; VIN 1FTSW21P85[redacted]; Lic. No./Year; ☐ New ☐ Used; Other:

Description of Trade-In

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. Our interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle. You also assign to us and give us a security interest in the following collateral security: proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of $ 43,885.93, plus finance charges accruing on the unpaid balance at the rate of 15.00 % per year from today's date until paid in full. Finance charges accrue on a 365/ACTUAL day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of $ N/A if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of
15.00 %	$ 22,927.19	$ 43,885.93	$ 66,813.12	$ 4,201.60 $ 71,014.72

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	927.96	MONTHLY BEGINNING MAY 15, 2005

Security: You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF PAYMENT AMOUNT OR $15.00, WHICHEVER IS GREATER.

Prepayment: If you pay off this Contract early, you ☐ may ☐ will not have to pay a Minimum Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term N/A

Credit Disability: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer d/o/b Buyer d/o/b

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of $ 2,791.05)		$ 47,399.53
Service Contract, Paid to: _____ *		$ N/A
Amount to Finance line e. (if e. is negative)		$ N/A
Cash Price		$ 47,399.53
Manufacturer's Rebate	$ 2,000.00	
Cash Down Payment	$ 2,201.60	
Deferred Down Payment	$ N/A	
a. Total Cash/Rebate Down		$ 4,201.60
b. Trade-In Allowance	$ N/A	
c. Less: Amount owing	$ N/A	
Paid to: _____		
d. Net Trade-In (b. minus c.)		$ N/A
e. Net Cash/Trade-In (a. plus d.)		$ 4,201.60
Down Payment (e.; disclose as $0 if negative)		$ 4,201.60
Unpaid Balance of Cash Price		$ 43,197.93
Paid to Public Officials - Filing Fees		$ N/A
Insurance Premiums		$ N/A

72	927.96	MONTHLY BEGINNING	MAY 15, 2005

Security: You are giving a security interest in the Motor Vehicle purchased.
☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF PAYMENT AMOUNT OR $15.00, WHICHEVER IS GREATER.
Prepayment: If you pay off this Contract early, you ☐ may ☐ will not have to pay a Minimum Finance Charge.
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term N/A
Credit Disability: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

_____ d/o/b _____ Buyer d/o/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed $ 500.00. If you get insurance from or through us you will pay $ N/A for _____ of coverage.
This premium is calculated as follows:
☐ $ N/A Deductible, Collision Coverage $ N/A
☐ $ N/A Deductible, Comprehensive Cov. $ N/A
☐ Fire-Theft and Combined Additional Coverage $ N/A
☐ _____ $ N/A

☐ **SERVICE CONTRACT:** You agree to purchase an optional Service Contract to cover _____. This Service Contract will be in effect for N/A.

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of $ 2,791.05)	$ 47,399.53
Service Contract, Paid to: _____ *	$ N/A
Amount to Finance line e. (if e. is negative)	$ N/A
Cash Price	$ 47,399.53
Manufacturer's Rebate $ 2,000.00	
Cash Down Payment $ 2,201.60	
Deferred Down Payment $ N/A	
a. Total Cash/Rebate Down	$ 4,201.60
b. Trade-In Allowance $ N/A	
c. Less: Amount owing $ N/A	
Paid to: _____	
d. Net Trade-In (b. minus c.)	$ N/A
e. Net Cash/Trade-In (a. plus d.)	$ 4,201.60
Down Payment (e.; disclose as $0 if negative)	$ 4,201.60
Unpaid Balance of Cash Price	$ 43,197.93
Paid to Public Officials - Filing Fees	$ N/A
Insurance Premiums	$ N/A
To: _____	$ N/A
To: DOCUMENTARY FEE	$ 170.00
To: LICENSE FEES	$ 23.00
To: GAP	$ 495.00
Total Other Charges/Amounts Pd. to Others	$ 688.00
Less: **Prepaid Finance Charges**	$ N/A
Amount Financed	$ 43,885.93

*We may retain or receive a portion of this amount.

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

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

[redacted] TERMS ON

4/15/2005
Date

Signature 4/15/2005
Date

ASSIGNMENT: This Contract and Security Agreement is assigned to WELLS FARGO FINANCIAL ACCPTANCE MICH INC, the Assignee, phone (616) 784-6600. This assignment is made ☐ under the terms of a separate agreement. ☐ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse.
Seller: B[redacted] Date 04/15/2005

BUYER ACKNOWLEDGES DELIVERY OF A [redacted]

Seller: By _____

[redacted]

STOCK NUMBER: [redacted] LAST SERV MILEAGE: 016000
1FTSW21P85E[redacted] MI NP SOLD DATE:04/15/05 MILE:000091 LAST SERV:08/25/06
05 FORD F-250 SD XLT 4WD CREW CAB WHITE IN-SERV DATE:04/18/05

RO [redacted] N 08/15/06 ODOM= 16000 ADV=250
CLIENT=[redacted] INV=08/25/06
LN 51 PAY TYPE C TECH1-415 4.00 2-421 3.70 OPR-CODE TIRES
CK AND ADVISE OSCILLATING STEERING
CALL HOTLINE,CHK OASIS,INSPECT,SWAP TIRES & RIMS SEVERAL TIMES TO
ALIGN,MOUNT AND BALANCE 4 TIRES

RO [redacted] N 05/30/06 ODOM= 14967 ADV=458
CLIENT=[redacted] INV=06/22/06
LN 51 PAY TYPE C TECH1-415 5.00 OPR-CODE BALANCE
DIAGNOSE CUSTOMER STATES THERE IS A SHIMMY IN THE FRONT END WHEN DRIVING T
RD TEST,CHK OAISIS,CALL HOTLINE,PERFORM TSB 05-22-1,BALANCE TIRES

RO [redacted] Y 02/16/06 ODOM= 12423 ADV=209
CLIENT=[redacted] INV=02/23/06
LN 51 PAY TYPE W TECH1-421 3.20 OPR-CODE 052201A
LIT8 42 FP 5C7Z3600CBA
SHIMMY WHEN DRIVING DOWN THE HIGHWAY AND HITTING SMALL BUMPS
INOP
PERFORM TSB 05-22-1,PERFORM INSPECTION\EVALUATION ADJUST MESH LOAD

RO [redacted] Y 01/31/06 ODOM= 11989 ADV=209
CLIENT=[redacted] INV=02/07/06
LN 40 PAY TYPE W TECH1-407 .20 OPR-CODE 05B32A
LIT8 42
05B32 DE-GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT
RECALL
RECALL
LN 50 PAY TYPE W TECH1-407 1.00 OPR-CODE 05E15F
LIT8 42
RECALL 05E15
RECALL
RECALL
LN 51 PAY TYPE W TECH1-499 OPR-CODE NC
LIT8 0 FP 4C3Z9J460A
CHATTERING WHEN HITTING BUMPS ON THE ROAD
0
NO CHARGE
LN 52 PAY TYPE W TECH1-499 OPR-CODE NC
LIT8 0
VIBRATION WHEN DRIVING ROAD TEST WITH LEN
0
NO CHARGE
LN 53 PAY TYPE W TECH1-499 OPR-CODE NC
LIT8 0
FRONT CENTER CAPS RUSTING
0
NO CHARGE
LN 54 PAY TYPE W TECH1-499 OPR-CODE NC

LIT8 0
RUST ON BOX SIDES SEND TO BODY SHOP
0
NO CHARGE
LN 55 PAY TYPE W TECH1-407 .30 OPR-CODE 59B01A
LIT8 42
RECALL 59B01
RECALL
RECALL

RO [redacted] Y 01/31/06 ODOM= 12000 ADV=454
CLIENT=[redacted] INV=02/01/06
LN 51 PAY TYPE WAB TECH1-554 1.30 OPR-CODE B
LIT8 C8
CLEAN DISCOLORED SPOTS OFF OF FINISH

DISCOLORATION
IRON PARTICLE REMOVAL

RO [redacted] N 06/20/05 ODOM= 2769 ADV=209
CLIENT=[redacted] INV=06/20/05
LN 24 PAY TYPE C TECH1-415 OPR-CODE GBATT
FREE BATTERY TEST AND INSPECTION
BATTERY TEST COMPLETE, BATTERY TESTS GOOD
LN 25 PAY TYPE C TECH1-499 OPR-CODE GTIRE
TIRE TREAD DEPTH CHECKS OK
TIRE TREAD DEPTH CHECKS OK

RO [redacted] Y 06/20/05 ODOM= 2769 ADV=209
CLIENT=[redacted] INV=06/20/05
LN 51 PAY TYPE W TECH1-415 .50 OPR-CODE MT5484
LIT8 33
CLUNK FROM REAR
NOISEY
RD TEST,TIGHTEN ALL FRONT END NUTS AND BOLTS,VERIFY REAR U-BOLTS A
ND FRONT SWAY BAR LINKS LOOSE,VERIFY REPAIR

RO [redacted] N 04/28/05 ODOM= 151 ADV=503
CLIENT=[redacted] INV=04/28/05
LN 51 PAY TYPE I TECH1-499 OPR-CODE SUBLET
SUBLET RUMSEY TRUCK PO#389270 $190.00
SUBLET

RO [redacted] N 03/08/05 ODOM= 20 ADV=209
CLIENT=[redacted] INV=03/22/05
LN 01 PAY TYPE C TECH1-421 1.70 OPR-CODE 01
ALIGN SUSPENSION
ALIGN SUSPENSION
LN 51 PAY TYPE C TECH1-415 13.00 OPR-CODE LIFTKIT
LIFT KIT
INSTALL LIFT KIT,MODIFY RADIUS ARMS
END OF DATA

Server Name : AWS QA Database- Claims loaded through 12-APR-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 02-MAY-2007
Note: All Costs are in US Dollars Server Name: AWS QA Database- Claims loaded through 12-APR-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P85E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-08-04	15-04-05	148070	USA	3	5G04	*	5484	*	S13	S05	V39	N59	33
AWS Claim Key:	1135074	**Doc #:**	01350051		**Trx Code:**		1	**Labor Hrs:**		.5	**Labor Cost:**		34.64	**Material Cost:**		0	**Total Cost:**		34.64				
Dlr Cd-Sub Cd:	09696-*	**Name:**	KELLER FORD INC				**Ph:**	616-7846600		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	20-JUN-2005		**DIST(Mile):**	2769		
Cust Comments:	CLUNK FROM REAR																						
Tech Comments:	NOISEY RD TEST,TIGHTEN ALL FRONT END NUTS AND BOLTS,VERIFY REAR U BOLTS A																						
1FTSW21P85H[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-08-04	15-04-05	148070	USA	10	*	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	3491607	**Doc #:**	03599540		**Trx Code:**		05B32	**Labor Hrs:**		.2	**Labor Cost:**		13.86	**Material Cost:**		0	**Total Cost:**		13.86				
Dlr Cd-Sub Cd:	09696-*	**Name:**	KELLER FORD INC				**Ph:**	616-7846600		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	31-JAN-2006		**DIST(Mile):**	11989		
Cust Comments:	05B32 DE GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT																						
Tech Comments:	RECALL RECALL																						
1FTSW21P85[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-08-04	15-04-05	148070	USA	10	*	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	3491608	**Doc #:**	03599550		**Trx Code:**		05E15	**Labor Hrs:**		1	**Labor Cost:**		69.28	**Material Cost:**		86.48	**Total Cost:**		155.76				
Dlr Cd-Sub Cd:	09696-*	**Name:**	KELLER FORD INC				**Ph:**	616-7846600		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	31-JAN-2006		**DIST(Mile):**	11989		
Cust Comments:	RECALL 05E15																						
Tech Comments:	RECALL RECALL																						
1FTSW21P85F[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-08-04	15-04-05	148070	USA	10	*	*	*	*	SXX	SXX	V00	*	*
AWS Claim Key:	3491609	**Doc #:**	03599555		**Trx Code:**		59B01	**Labor Hrs:**		.3	**Labor Cost:**		20.78	**Material Cost:**		0	**Total Cost:**		20.78				
Dlr Cd-Sub Cd:	09696-*	**Name:**	KELLER FORD INC				**Ph:**	616-7846600		**St:** MI	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	31-JAN-2006		**DIST(Mile):**	11989		
Cust Comments:	RECALL 59B01																						
Tech Comments:	RECALL RECALL																						
1FTSW21P85[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-08-04	15-04-05	148070	USA	10	6Y01	*	1616612	*	SXX	SXX	V00	A97	C8

AWS Claim Key:	3673478	**Doc #:**	03611351	**Trx Code:**		1	**Labor Hrs:**	1.3	**Labor Cost:**		90.06	**Material Cost:**	0	**Total Cost:**	90.06								
Dlr Cd-Sub Cd:	09696-*	**Name:**	KELLER FORD INC		**Ph:**	616-7846600	**St:** MI		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	31-JAN-2006	**DIST(Mile):**	12000							
Cust Comments:	CLEAN DISCOLORED SPOTS OFF OF FINISH																						
Tech Comments:	DISCOLORATION IRON PARTICLE REMOVAL																						

1FTSW21P85E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-08-04	15-04-05	148070	USA	11	5R02	*	3600	*	S13	S10	V89	C50	42
AWS Claim Key:	3755952	**Doc #:**	03767451	**Trx Code:**		E84	**Labor Hrs:**	3.2	**Labor Cost:**		221.7	**Material Cost:**	0	**Total Cost:**	221.7								
Dlr Cd-Sub Cd:	09696-*	**Name:**	KELLER FORD INC		**Ph:**	616-7846600	**St:** MI		**Ctry Cd:** USA		**Reg Cd:**	NA	**Repr Date:**	16-FEB-2006	**DIST(Mile):**	12423							
Cust Comments:	SHIMMY WHEN DRIVING DOWN THE HIGHWAY AND HITTING SMALL BUMPS																						
Tech Comments:	INOP PERFORM TSB 05 22 1,PERFORM INSPECTIONEVALUATION ADJUST MESH LOAD																						

Any comments? You can contact

webmaster



. . THIS IS AN ARBITRATION CASE

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

[redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY AND
MERTZ MOTOR COMPANY, INC.

Defendants.

Case No. [redacted]

FILED
ST. CLAIR COUNTY
JUN 21 2007
CIRCUIT CLERK

COMPLAINT

COME NOW, [redacted] hereinafter ("Stumpfs"), by and through their attorneys of record, Greensfelder, Hemker & Gale, P.C. and for their Complaint against the Defendants, Ford Motor Company (hereinafter "Ford") and Mertz Motor Company, Inc. (hereinafter "Mertz"), state as follows:

COUNT I
Magnuson-Moss Warranty Act: Breach of Express Warranty
Against Defendant Ford Motor Company and Defendant Mertz Motor Company, Inc.

1. At all times relevant herein, Defendant Ford had a registered agent in the County of St. Clair County, State of Illinois.

2. Ford is a corporation doing business in the County of St. Clair County, State of Illinois.

3. Defendant Mertz operates in the City of Millstadt, County of St. Clair, State of Illinois.

4. On or about January 3, 2006, the Stumpfs went to Mertz Motor Company, Inc. in the City of Millstadt, County of St. Clair, State of Illinois, to buy a truck.

5. The Stumpfs are natural persons. The subject 2006 Ford F-350 was bought for personal and family farm use.

6. On or about January 3, 2006, the Stumpfs agreed to purchase, and Mertz and Ford agreed to sell, a 2006 Ford F-350 (hereinafter "truck").

7. The truck came with a bumper-to-bumper written warranty for three years or 36,000 miles, whichever occurs first. The truck also came with a PowerStroke Diesel Engine warranty effective for five years or 100,000 miles, whichever occurs first.

8. Ford expressly warranted the truck.

9. Mertz adopted Ford's express warranty.

10. The Stumpfs were aware of the warranty's existence and would not have bought the truck had it not been warranted by Ford and Mertz.

11. Ford's warranty was part of the basis of the bargain struck by Mertz, Ford, and the Stumpfs. The operative page of the warranty is attached hereto and made part of hereof as Exhibit A.

12. The truck described above is a "consumer product," as defined by the Magnuson-Moss Warranty Act (hereinafter "Act"), because it is normally used for personal purposes and the Stumpfs in fact purchased it for personal and family farm use. 15 U.S.C. §2301(1).

13. The Stumpfs are each considered a "consumer," as defined in the Act. 15 U.S.C. §2301(3).

14. Mertz and Ford are "suppliers" and "warrantors," as defined in the Act. 15 U.S.C. §§2301(4), 2301(5).

15. Upon information and belief, Mertz is an authorized agent or dealership of Ford designated to perform repairs on cars under Ford's car warranties. On information and belief,

Ford exercises control over Mertz and mandates all policies and procedures Mertz must follow in performing repairs of vehicles manufactured by Ford.

16. The warranty described above is a "written warranty," as defined in the Act. 15 U.S.C. §2301(6).

17. Section 2310(d) of the Act provides, in relevant part:

> "a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this title, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief –
>
> (A) in any court of competent jurisdiction."

18. The Stumpf's purchase of the truck was induced by Ford's warranty.

19. The truck is defective, either with respect to materials or workmanship, in that:

a. On or about April 24, 2006, the Stumpfs had to push hard on the brakes to get them to work, and there was a power steering leak that made it difficult to steer. The Stumpfs took the vehicle to Mertz to have these items fixed. Mertz fixed the power steering leak. The truck was still under the bumper-to-bumper warranty at that time.

b. On or about November 7, 2006, the Stumpfs experienced a stall, and the engine misfired. They took the vehicle into Mertz, which determined fuel injectors #2 and #5 needed to be replaced. The truck also required other minor repairs. The

f. On or about May 17, 2007, the Stumpfs experienced misfiring and a stall again. The truck refused to restart. The Stumpfs had the truck towed to Barreth Ford in the City of Union, State of Missouri because Barreth Ford was the closest Ford Service Center. Barreth Ford determined the problem was with the fuel injectors, and replaced injectors #1, #2, #3 and #5. That was the third time fuel injector #2 was replaced in less than 6 months. The truck was still under the five-year 100,000-mile PowerStroke Diesel warranty period.

20. The defects, described above, existed when the truck left the control of Ford and Mertz.

21. After a reasonable number of attempts to cure the defects, described above, in the Stumpfs' truck, or, in the alternative, after a reasonable time, Ford and Mertz failed to repair the defects; consequently, Ford and Mertz breached the express warranty.

22. The Stumpfs notified Mertz and Ford of the defects in the car within a reasonable time after the Stumpfs discovered the breach.

23. Because Mertz and Ford failed to repair or replace the truck within a reasonable time, the Stumpfs did not receive the benefit of the bargain – a non-defective truck – and the limited remedy of replacement or repair of defective parts of the truck failed its essential purpose, allowing the Stumpfs to recover incidental and consequential damages under §2-719(2) of the Uniform Commercial Code, 810 ILCS 5/1-101, *et seq.*

24. Mertz and Ford's breach of the express warranty constitutes a violation of 15 U.S.C. §2310(d).

COUNT III
Common Law Fraud: Fraudulent Misrepresentation
Against Defendant Mertz Motor Company Inc.

1 – 12. The Stumpfs re-allege all the factual allegations contained in paragraphs one through twelve of Count I of this Complaint and incorporate them herein by reference.

13. The Stumpfs re-allege all the factual allegations contained in paragraph nineteen of Count I of this Complaint and incorporate them herein by reference.

14. On or about January 3, 2006, at Mertz Motor Company, Inc. in Millstadt, Illinois, Mertz through his or her agent, represented and stated to the Stumpfs that the truck they intended to purchase was suitable for the Stumpfs' intended use and purpose, which included personal family travel and hauling various items for their family farm.

15. The statements were false and untrue. In truth, and in fact, the truck the Stumpfs intended to purchase was not suitable for personal family travel and hauling various items for their family farm. Instead, it tended to stall and have steering problems as indicated above.

16. The statements were known by Mertz's agent to be false when he made them.

17. The statements were so made by Mertz's agent for the purpose and with the intent of deceiving and defrauding the Stumpfs, and to induce the Stumpfs, in reliance on them, to purchase the truck and attempt to use it to safely transport family and items to and from their farm.

18. The Stumpfs believed the statements so made by Mertz's agent to be true and relied on them. As a result, the Stumpfs were induced into purchasing the truck and attempting to use it to safely transport family and items from their family farm.

19. Mertz, through his or her agent, intentionally and with reckless indifference, fraudulently misrepresented the reliability of the truck to the Stumpfs.

WHEREFORE, the Stumpfs request that the Court:

A. Award the Stumpfs damages to which the Stumpfs are entitled of no more than $49,999 for the common law fraud cause of action.

B. Award the Stumpfs punitive damages.

C. Award the Stumpfs expenses of litigation and costs.

D. Award the Stumpfs' attorneys their fees.

E. Grant the Stumpfs other relief the Court deems appropriate and just.

Dated this June 18, 2007.

GREENSFELDER, HEMKER & GALE, P.C.

[redacted]

Belleville (Swansea), IL 62226
(618) 257-7308
(618) 257-7353 FAX

Attorney for Plaintiffs

PLAINTIFF'S EXHIBIT

A

ALL-STATE® INTERNATIONAL

3. The new vehicle limited warranty for your 2006-model vehicle

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only express warranty from Ford that applies to your vehicle. Ford and the Ford Motor Vehicle Assurance Company neither assume nor authorize any other person or entity to assume for it any other obligation or liability in connection with your vehicle or this warranty.

Ford, Ford Motor Vehicle Assurance Company and your dealer are not responsible for any time that you lose, for any inconvenience you might be caused, for the loss of your transportation, or for any other incidental or consequential damages you may have.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold), or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes).

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 11-23.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-428-3718.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law," you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law." If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 26 of this booklet.

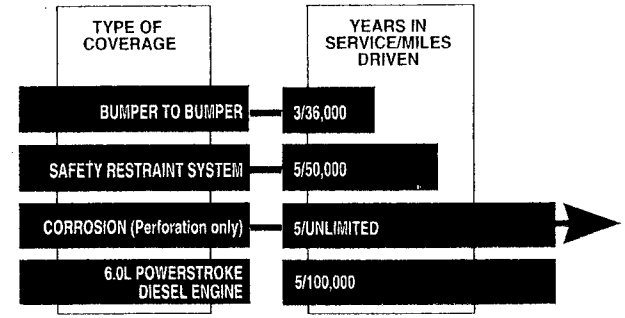
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 5-7)
➡ **What is Not Covered?** (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 6.0L PowerStroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or

conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle.

During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

6.0L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers the direct injection diesel engine and engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a $100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers the engine and these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-23.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a "certified" emissions part) or any part (Ford or non-Ford) designed for "off-road use only" installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components, and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Some maintenance and wear items have limited coverage, as follows:

- wiper blade replacements are not covered beyond 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever occurs first
- Brake pad/lining replacements are not covered beyond 12 months or 18,000 miles, whichever occurs first

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn-out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Vehicle Limited Warranty
- any Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty.
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 28)

Mertz Ford

Millstadt, IL 62260
(618) 476-3051

R/O	VIN				DATE IN
[redacted]	1FTWW33P06E[redacted]				11/07/06
YEAR	MAKE	MODEL	COLOR	[redacted]	TIME IN
2006	FORD TRUCK	F350	MARRON	COLUMBIA IL [redacted]	02:51
MILES IN	MILES OUT	FIRST USE	LIC.		CLOSED
31642	31642	01/03/06			11/30/06
SEE			REG.	BUS.	WRITER
			[redacted]		HAROLD

(1) RUN BAD, NO POWER TSB #06-19-06// CLEAN EGR VALUE AS TOLD IN TSB AND RECHECK AND RESET CODES AND TEST DRIVE STILL MISSING, REPLACE #2 AND #5 INJECTORS. (Tech:14)	061906A	55 E29	[14]	20	168.36
	9527AT		[02]	36	303.05
	(F) PM6	(CLEANER - FUE)		1	10.91
	4C3Z9E527AA	(NOZZLE ASY)		1	279.83
	(F) 4C3Z9E527AA	(NOZZLE ASY)		1	279.83
	Total Labor				471.41
	Total Parts				570.57
	Total Repair (Warranty)				1041.98
(2) PIN STRIP ON LEFT REAR DOOR COMMING OFF ORDER . REPLACE STRIPE (Tech:14)	999A	33 N30	[14]	2	16.84
	(F) 5C3Z26255A67CAA	(DECAL - S)		1	19.76
	Total Labor				16.84
	Total Parts				19.76
	Total Repair (Warranty)				36.60
(3) RUBBER WEATHER SEAL ON BOTTOM OF REAR DOOR LOOSE REINSTALL CLIP AND REATTACH (Tech:02)	999A	33 R31	[02]	2	16.84
	Total Labor				16.84
	Total Repair (Warranty)				16.84

	--C/P--	--W/C--	--INT--	-Total-	
Labor Time	0	60	0	60	
Total Labor	.00	505.09	.00	505.09	
Total Parts	.00	590.33	.00	590.33	(N/A)
Total G/O/G	.00	.00	.00	.00	
Total Sublet	.00	.00	.00	.00	
Total R/O	.00	1095.42	.00	1095.42	(N/A)

Note,
Customer Picked Vehicle Up Friday 11-10-06 & Brought Back on That Same Weekend. I Just Used This Same Repair Order To Replace Injectors.

Rick McClain
Service Manager
Mertz Ford

W/C	INT		CUSTOMER
505.09	.00	Labor	.00
590.33	.00	Parts	.00
.00	.00	Sublet	.00
		Warr Deduct	.00
.00	.00	Misc Parts & S	.00
.00	.00	Oil/Grease	.00
		Less Disc.	.00
1095.42	.00	Total	.00
.00	.00	Tax	.00
.00	.00	Tax2	.00
.00	.00	Tire Tax	.00
1095.42	.00	TOTAL (CHRG)	.00

Printed 1 time(s)

[redacted] Job 30275

R/O HISTORY

Mertz Ford

Millstadt, IL 62260
(618) 476-3051

R/O	VIN		DATE IN
[redacted]	1FTWW33P06E[redacted]	[redacted]	12/08/06
YEAR: 2006	MAKE: FORD TRUCK	MODEL: F350	COLOR: MARRON
MILES IN: 33971	MILES OUT: 33971	FIRST USE: 01/03/06	LIC.: 238477 D
SEE		RES. [redacted] BUS.	WRITER: RICK

COLUMBIA IL [redacted]

TIME IN: 08:56
CLOSED: 12/08/06

(1) CUSTOMER STATES THE ENGINE WAS RUNNIGN ROUGH AND DIED. RESTARTED AND DROVE IN AND IT ACTS LIKE IT IS TRYING TO CLEAR UP.
.
NO PROBLEM FOUND AT THIS TIME
(Tech:14)

Labor	[14]		
Total Repair (Internal)			.00

(2) DIESEL OIL AND FILTER CHANGE,LUBE,AND INSPECT

(Tech:14)

Labor	[14]	7	16.50
XO15W405QSD	(OIL - ENGINE)	3	49.71
3C3Z6731AA	(KIT - ELEMENT)	1	25.88
Total Labor			16.50
Total Parts			75.59
Total Repair (Customer)			92.09

	--C/P--	--W/C--	--INT--	-Total-	
Labor Time	7	0	0	7	
Total Labor	16.50	.00	.00	16.50	
Total Parts	75.59	.00	.00	75.59	(N/A)
Total G/O/G	.00	.00	.00	.00	
Total Sublet	.00	.00	.00	.00	
Total R/O	92.09	.00	.00	92.09	(N/A)

W/C	INT		CUSTOMER
.00	.00	Labor	16.50
.00	.00	Parts	75.59
.00	.00	Sublet	.00
		Warr Deduct	.00
.00	.00	Misc Parts & S	1.49
.00	.00	Oil/Grease	.00
		Less Disc.	.00
.00	.00	Total	93.58
.00	.00	Tax	4.89
.00	.00	Tax2	.00
.00	.00	Tire Tax	.00
.00	.00	TOTAL (CASH)	98.47

Printed 1 time(s)

[redacted] Job 30550

R/O HISTORY

Mertz Ford

Millstadt, IL 62260
(618) 476-3051

R/O	VIN			DATE IN
[redacted]	1FTWW33P06E[redacted]			12/15/06
YEAR	MAKE	MODEL	COLOR	TIME IN
2006	FORD TRUCK	F350	MARRON	08:14
MILES IN	MILES OUT	FIRST USE	LIC.	CLOSED
34484	34484	01/03/06	238477 D	12/27/06
SEC				WRITER
				RICK

[redacted]
COLUMBIA IL [redacted]

REQ. [redacted] BUS.

(1) THE CUSTOMER STATES THAT THE ENGINE IS MISSIN G AGAIN AND SURGES WHEN CRUISING AT 70-75

.

EEC AND PINPOINT TESTS, PERFORM BOOST PSI TES T AND FUEL PSI TEST AND REPLACE #8 INJECTOR R OAD TEST OK.

(Tech:02)

6005F	42	DF41	[02]	4	33.67
6005F1			[02]	1	8.42
6005F1X1			[02]	1	8.42
6005F12			[02]	4	33.67
6005F18			[02]	6	50.51
9527AL			[02]	17	143.11
VC7B		(ANTI-FREEZE)		1	13.38
(F)4C3Z9E527AA		(NOZZLE ASY)		1	279.83
Total Labor					277.80
Total Parts					293.21
Total Repair (Warranty)					571.01

(2) LH MIRROR GLASS KEEPS FALLING OUT

.

REPLACE MIRROR ASSY

(Tech:02)

17682C	33	M05	[02]	5	42.09
(F)5C3Z17683EAA		(MIRROR ASY -)		1	231.93
Total Labor					42.09
Total Parts					231.93
Total Repair (Warranty)					274.02

(3) THE CUSTOMER STATES THAT THE FRONT END WOBBLE D OUT OF CUSTOMER'S HANDS AFTER HITTING A BUM P OVER A BRIDGE.

.

CHECK SSM AND PERFORM TSB 06-22-14, REPLACING SHIMS AND ALIGNING FRONT END
(Tech:14)

062214B	42	N24	[14]	14	117.85
062214C			[14]	18	151.51
(F)5C3Z3B440DDD		(ADJUSTER ASY)		2	21.40
Total Labor					269.36
Total Parts					21.40
Total Repair (Warranty)					290.76

	--C/P--	--W/C--	--INT--	-Total-	
Labor Time	0	70	0	70	
Total Labor	.00	589.25	.00	589.25	
Total Parts	.00	546.54	.00	546.54	(N/A)
Total G/O/G	.00	.00	.00	.00	
Total Sublet	.00	.00	.00	.00	
Total R/O	.00	1135.79	.00	1135.79	(N/A)

	W/C	INT		CUSTOMER
	589.25	.00	Labor	.00
	546.54	.00	Parts	.00
	.00	.00	Sublet	.00
			Warr Deduct	.00
	.00	.00	Misc Parts & S	.00
	.00	.00	Oil/Grease	.00
			Less Disc.	.00
	1135.79	.00	Total	.00
	.00	.00	Tax	.00
	.00	.00	Tax2	.00
	.00	.00	Tire Tax	.00
	1135.79	.00	TOTAL (CHRG)	.00

Printed 1 time(s)

[redacted] Job 30636

R/O HISTORY

Mertz Ford

Millstadt, IL 62260
(618) 476-3051

R/O	VIN			DATE IN
[redacted]	1FTWW33P06E [redacted]	[redacted]		01/04/07
YEAR	MAKE	MODEL	COLOR	TIME IN
2006	FORD TRUCK	F350	MARRON	02:36
MILES IN	MILES OUT	FIRST USE	LIC.	CLOSED
36224	36224	01/03/06	238477 D	01/05/07
SEE		RES. [redacted]	BUS.	WRITER
				RICK

[redacted]
COLUMBIA IL [redacted]

(1) THE CUSTOMER STATES THAT THE TRUCK RUNS ROUGH AND SMOKES HORRIBLY

.

EEC AND PINPOINT TESTS, RUN CYLINDER BALANCE AND EQUIVALANCE TESTS==OK. REPLACED #2 INJECT OR

(Tech:02)

6005F	42	D36	[02]	4	33.67
6005F1			[02]	1	8.42
6005F1X1			[02]	1	8.42
9527AL			[02]	17	143.11
6005F13			[02]	2	16.84
6005F18			[02]	6	50.51
6005F21			[02]	3	25.25
6005F23			[02]	4	33.67
(F)4C3Z9E527AA (NOZZLE ASY)				1	279.83
Apprvl Code DDDR1					
Total Labor					319.89
Total Parts					279.83
Total Repair (Warranty)					599.72

	--C/P--	--W/C--	--INT--	-Total-	
Labor Time	0	38	0	38	
Total Labor	.00	319.89	.00	319.89	
Total Parts	.00	279.83	.00	279.83	(N/A)
Total G/O/G	.00	.00	.00	.00	
Total Sublet	.00	.00	.00	.00	
Total R/O	.00	599.72	.00	599.72	(N/A)

W/C	INT		CUSTOMER
319.89	.00	Labor	.00
279.83	.00	Parts	.00
.00	.00	Sublet	.00
		Warr Deduct	.00
.00	.00	Misc Parts & S	.00
.00	.00	Oil/Grease	.00
		Less Disc.	.00
599.72	.00	Total	.00
.00	.00	Tax	.00
.00	.00	Tax2	.00
.00	.00	Tire Tax	.00
599.72	.00	TOTAL (CHRG)	.00

Printed 1 time(s)

[redacted] Job 30821

R/O HISTORY

HOFFMAN'S TOWING & SERVICE, INC.

525 E. NORTH STREET
ST. CLAIR, MO 63077
Phone (636) 629-0077



DATE	TIME	REQUESTED BY
5.17.07	8:00 A.M. P.M.	

LOCATION OF VEHICLE: I-44 W/B · 241

NAME: [redacted]

ADDRESS:

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

YEAR	MAKE / MODEL / COLOR	DRIVER
06	Ford F-350 Dually	
STATE	LIC. NO.	VEHICLE I.D. NO.

REASON FOR TOW

- ☐ ACCIDENT
- ☐ ARREST
- ☐ UNREGISTERED
- ☐ TOW ZONE
- ☐ SNOW REMOVAL
- ☐ ABANDONED
- ☐ STOLEN CAR
- ☐ BREAK DOWN
- ☐ LOCK OUT
- ☐ START
- ☐ FLAT TIRE
- ☐ OUT OF GAS
- ☐ IMPOUNDED
- ☐

SPECIAL EQUIPMENT

- ☐ SINGLE LINE WINCHING
- ☐ DUAL LINE WINCHING
- ☐ SNATCH BLOCKS
- ☐ SCOTCH BLOCKS
- ☐ DOLLY
- ☐ _____

TYPE OF TOW

- ☐ SLING/HOIST TOW
- ☐ FLAT BED / RAMP
- ☐ WHEEL LIFT
- ☐

TOWED PER ORDER OF

- ☐ STATE POLICE
- ☐ LOCAL POLICE
- ☐ OWNER
- ☐ DEALER

VEHICLE TOWED TO

FIRST TOW: Barrett Ford

SECOND TOW:

STORAGE FROM _____ TO _____ DAYS @ $ _____

PAID BY

☐ CASH ☐ CHECK DRIVERS LIC. NO. _____

X ☐ CREDIT CARD ☐ MC ☐ VISA ☐ AMEX EXP. DATE _____

CC NO. _____

OPERATOR'S SIGNATURE: Joe DATE

TRUCK NO. DATE

AUTHORIZED SIGNATURE DATE

VEHICLE RELEASED TO DATE

TOWING CHARGE	
MILEAGE CHARGE	
EXTRA PERSON	
SPECIAL EQUIPMENT	
LABOR CHARGE	
STORAGE	
SUB-TOTAL	
TAX	10 00
TOTAL	98 00

Not responsible for loss or damage to vehicle in case of fire, theft or any other cause beyond our control.

THANK YOU

Barrett Ford
Union (636) 583-8655

pd c mastercard
5/17/07
dms

FORD
QUALITY CARE

BARRETH FORD CENTER

560 South Highway 47
UNION, MO 63084
636-583-9700

Motorcraft

RENT-A-CAR
"AT REASONABLE PRICES"

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	MEL FELDMANN 36	607	05/23/07	[redacted]
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 47,560	COLOR MARROON/	STOCK NO.
COLUMBIA, IL [redacted]	YEAR / MAKE / MODEL 06/FORD TRUCK/F350		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 F T W W 3 3 P 0 6 E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 05/17/07	REPRINT# 1
R [redacted]	COMMENTS			

LABOR & PARTS

WHIEL RUNNING DOWN THE INTERSTATE ENGINE LOST POWER
CHECK AND ADVISE
VERFIY POWER LOSS, FUEL PRESSURE 60 PSI, DIAG SHEET 1-10,
CK OASIS, INJECTO 1-3-5-2 NOT CONTRIBUTING
REPLACE # 1-2-3-5 INJECTORS, RESTART & TEST DRIVE, TRUCK
BEGAN MISSING ON TEST DRIVE, CK ON IDS # 7 INJECTOR DROPPING
OUT, RE-DIAG REPLACE #7 INJECTOR, TEST DRIVE FUEL PRESSURE
60 PSI UNDER LOAD MISS GONE, RUNS GOOD.
EXTRA TIME TO REPLACE FUEL STAND BY TUBE & EXTRA DIAG NEEDED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	5	4C3Z-9E527-AA	NOZZLE 009383		WARRANTY
JOB # 1	-5	4C3Z-9E527-AA	CORE RETURN		WARRANTY
JOB # 1	1	6C3Z-6C640-A	CONNECT 206388		WARRANTY
JOB # 1	2	5C3Z-9A332-A	TUBE - 145986		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

REPLACE FUEL FILTER
REPLACE BOTH FUEL FILTERS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	3C3Z-9N184-CA	ELEMENT 874723	94.62	94.62
			JOB # 2 TOTAL PARTS		94.62
			JOB # 2 TOTAL LABOR & PARTS		140.12

MISC	CODE	DESCRIPTION	CONTROL NO.	
JOB # 1	FD	FACTORY DEDUCTIBLE	200803	100.00
			TOTAL - MISC	100.00

PROPER CAR REPAIR AND YOUR SATISFACTION ARE BOTH IMPORTAN TO US. THE WORK WE PERFORMED IS IN ACCORDANCE WITH THE MAN UFACTURER'S SPECIFICATION, GOVERNMENT REGULATIONS AND OU PRIDE OF WORKMANSHIP.
PREVENTATIVE MAINTENANCE IS THE LEAST EXPENSIVE COST OF OPER ATING YOUR CAR. LET US SERVICE YOUR CAR REGULARLY TO PREVEN AS MANY MECHANICAL FAILURES AS POSSIBLE.

WE HAVE FOUND IT IS NOT PRACTICAL TO ITEMIZE THE MANY MISCEL LANEOUS SUPPLIES AND MATERIALS USED ON EACH REPAIR. IT IS ALS NOT PRACTICAL TO CHARGE OUR CUSTOMER WHEN ONLY PARTIA AMOUNTS OF SUPPLIES ARE USED. Applicable supply items are: cotter pins aerospray, shellac, rags, towels, carburetor cleaner, solder, battery cleane window sealer, chassis grease, bearing grease, parts, cleaning solvent, be dressing, etc. RECENTLY, ENVIRONMENTAL MANAGEMENT COSTS -R PROPERLY DISPOSE OF LEAD BATTERIES, ANTI-FREEZE WITH LEAD WASTE OIL, PAINT THINNER WASTE, HAVE CONTINUED TO INCREASE. STANDARD CHARGE FOR SUPPLIES, MATERIALS, AND HAZARDOUS WASTE REMOVAL IS MADE ON EACH REPAIR ORDER. THE AMOUNT WIL BE 10% OF THE LABOR CHARGE, UP TO A MAXIMUM OF $15.00. EXPERI ENCE HAS SHOWN OUR AVERAGE CHARGE COVERS THE MINIMUM O THESE ITEMS. THIS RESULTS IN A SAVINGS TO OUR CUSTOMERS RATHER THAN CHARGING FOR AN ENTIRE ITEM THAT WAS NOT USED OF INCREASED OUR LABOR CHARGES UNNECESSARILY.

STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notifie that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $18.00.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible fo loss or damage to vehicle or articles left in vehicle in case of fire, thef or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier o transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair thereto."

CUSTOMER'S SIGNATURE X _____

SALES CODE	PARTS CODE
53H343	04361

"Any warranties on the products sold hereby are those made by the manufacturer. The seller (above named dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products."

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 07:48am

Reynolds and Reynolds ERAINTS314E CC867350 Q (11/01)

SF815580 Q (03/05

FORD
QUALITY CARE

BARRETH FORD CENTER

560 South Highway 47
UNION, MO 63084
636-583-9700

Motorcraft

RENT-A-CAR
"AT REASONABLE PRICES"

CUSTOMER NO. [redacted]	ADVISOR MEL FELDMANN 36	TAG NO. 607	INVOICE DATE 05/23/07	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 47,560	COLOR MARROON/	STOCK NO.
COLUMBIA, IL [redacted]	YEAR / MAKE / MODEL 06/FORD TRUCK/F350			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1FTWW33P06E[redacted]			SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.		R.O. DATE 05/17/07	REPRINT# 1

COMMENTS

WHEN WE DO ANY WORK THAT IS WARRANTY. THE FACTORY WILL SEND YOU A SERVICE SURVEY. IF, FOR ANY REASON, YOU CAN NOT MARK YOUR SURVEY "COMPLETELY SATISFIED". PLEASE CALL ME, MEL FELDMANN AT (636)583-9700
ALL LABOR WARRANTY CHARGES ARE BASED ON FACTORY TIME.
CUSTOMER LABOR IS BASED ON CHILTON FLAT RATE MANUAL.

* WARRANTY CHARGE ( ) CR/CD ( ) *
* CASH ( ) CHECK ( ) # *
* VISA ( ) AMEX ( ) *
* MASTERCARD ( ) DISCOVER ( ) *
* CHARGE TO CUST ACCT # 1120- *

TOTAL LABOR....	45.50
TOTAL PARTS....	94.62
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	100.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	7.08
TOTAL INVOICE $	**247.20**

CUSTOMER SIGNATURE

Paid
Check #
7897

PROPER CAR REPAIR AND YOUR SATISFACTION ARE BOTH IMPORTAN TO US. THE WORK WE PERFORMED IS IN ACCORDANCE WITH THE MA VFACTURER'S SPECIFICATION, GOVERNMENT REGULATIONS AND OU PRIDE OF WORKMANSHIP.
PREVENTATIVE MAINTENANCE IS THE LEAST EXPENSIVE COST OF OPEI ATING YOUR CAR. LET US SERVICE YOUR CAR REGULARLY TO PREVEN AS MANY MECHANICAL FAILURES AS POSSIBLE.

WE HAVE FOUND IT IS NOT PRACTICAL TO ITEMIZE THE MANY MISCE LANEOUS SUPPLIES AND MATERIALS USED ON EACH REPAIR. IT IS ALS NOT PRACTICAL TO CHARGE OUR CUSTOMER WHEN ONLY PARTIA AMOUNTS OF SUPPLIES ARE USED. Applicable supply items are: cotter pin sensospray, shellac, rags, towels, carburetor cleaner, solder, battery cleane window sealer, chassis grease, bearing grease, paint, cleaning solvent, be dressing, etc. RECENTLY, ENVIRONMENTAL MANAGEMENT COSTS T PROPERLY DISPOSE OF LEAD BATTERIES, ANTI-FREEZE WITH LEAI WASTE OIL, PAINT THINNER WASTE, HAVE CONTINUED TO INCREASE. STANDARD CHARGE FOR SUPPLIES, MATERIALS, AND HAZARDOU WASTE REMOVAL IS MADE ON EACH REPAIR ORDER. THE AMOUNT WIL BE 10% OF THE LABOR CHARGE, UP TO A MAXIMUM OF $15.00. EXPER ENCE HAS SHOWN OUR AVERAGE CHARGE COVERS THE MINIMUM O THESE ITEMS. THIS RESULTS IN A SAVINGS TO OUR CUSTOMERS RATHER THAN CHARGING FOR AN ENTIRE ITEM THAT WAS NOT USED.OI INCREASED OUR LABOR CHARGES UNNECESSARILY.

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TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
"I hereby authorize the repair work hereinafter set forth to be done alon with the necessary material and agree that you are not responsible fc loss or damage to vehicle or articles left in vehicle in case of fire, the or any other cause beyond your control or for any delays caused b unavailability of parts or delays in parts shipments by the supplier c transporter. I hereby grant you and/or your employees permission t operate the vehicle herein described on streets, highways or elsewhen for the purpose of testing and/or inspection. An express mechanic's lie is hereby acknowledged on above vehicle to secure the amount of repair thereto."

CUSTOMER'S SIGNATURE X

SALES CODE	PARTS CODE
53H343	04361

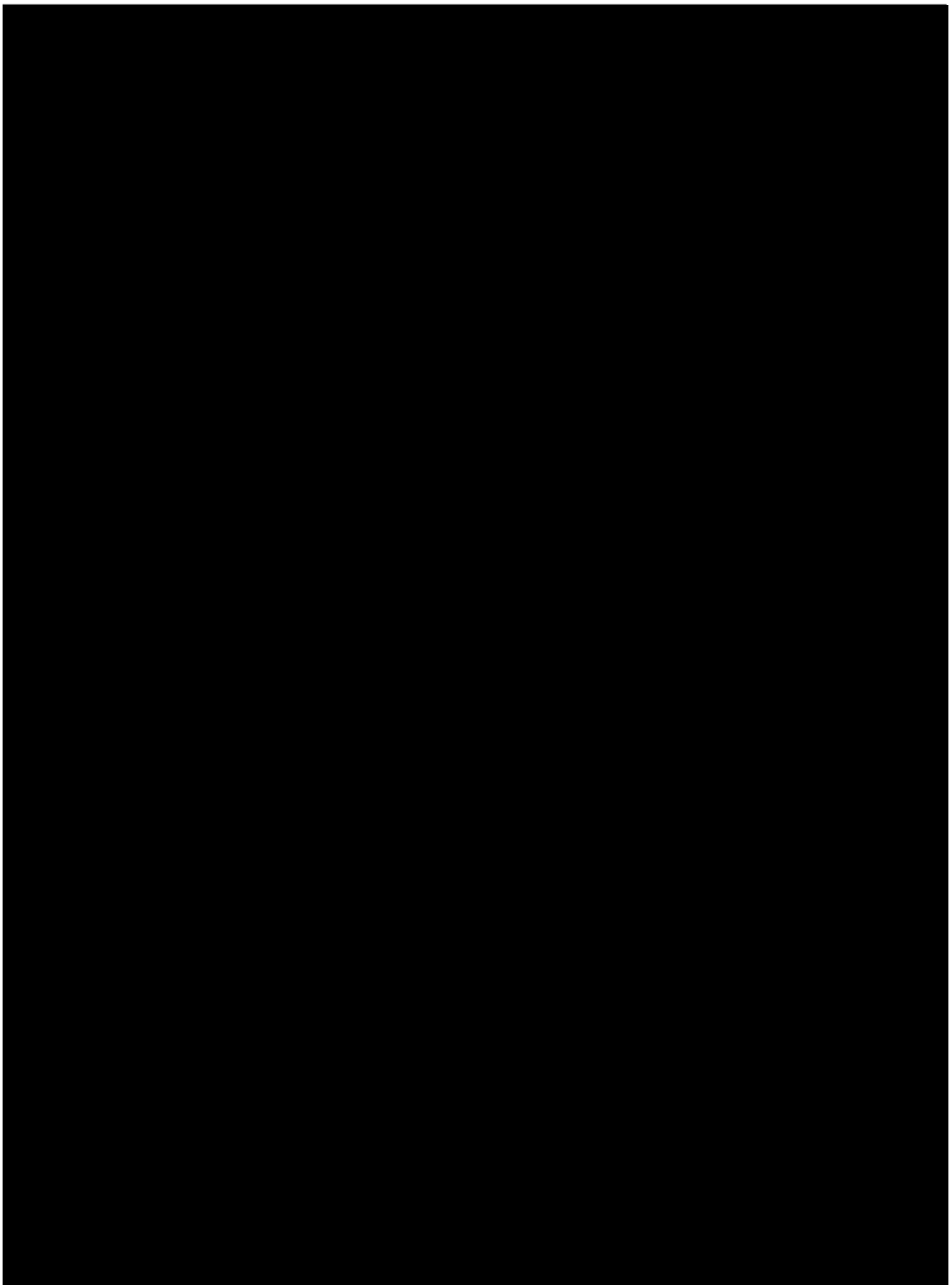
"Any warranties on the products sold hereby are those made by the manufacturer. The seller (above named dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products."

CUSTOMER COPY

[END OF INVOICE] 07:48am

Reynolds and Reynolds ERAINTS14E C0607560 Q (11/01)

SP615560 Q (03/05





TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
Tue, 10 Apr 2007 16:40:43 -0400	618+257+7353	54	3	Received

APR-10-2007 15:42 FROM:GREENSFELDER-B'VILLE 618+257+7353 (2) TO:918666700343 P.001/003

GREENSFELDER
ATTORNEYS AT LAW

Greensfelder, Hemker & Gale, P.C.
12 Wolf Creek Drive, Ste. 100
Belleville (Swansea), IL 62226
T: 618-257-7308
Fax: 618-257-7353

www.greensfelder.com

Fax Transmission Cover Sheet

To: Ford Litigation Prevention Department

From: Michelle L. Rousseau

Firm:

Date: ~~April 6, 2007~~ April 10, 2007

Fax No.: 866-670-0343

Time:

No. of Pages Including Cover Page: 3

Re: Gene and Lori Stumpf

Comments:

GREENSFELDER
ATTORNEYS AT LAW

Greensfelder, Hemker & Gale, P.C.
12 Wolf Creek Drive
Suite 100
Belleville (Swansea), IL 62226
T: 618-257-7308
F: 618-257-7353

2000 Equitable Building
10 South Broadway
St. Louis, MO 63102

Michelle L. Rousseau
mr@greensfelder.com
Direct Dial: (618) 239-3601

April 10, 2007

VIA FACSIMILE & U.S. MAIL

Ford Motor Company
ATTN: Ford Litigation Prevention Department
P.O. Box 94550
Maitland, Florida 32794

Re: [redacted] / Ford Trucks

Dear Sir or Madam:

This law firm represents [redacted] with respect to a certain Ford 350 truck they purchased from Mertz Ford in 2006. As I previously explained to the owner of the Ford dealership, Don Mertz, and your employee, Ryan Jason, this truck has repeatedly experienced injector / engine problems, which have not been able to be corrected by Mertz servicemen despite several attempts. The truck is now experiencing front-end problems where the steering system goes out without warning. This is a danger to my clients, their passengers, cargo, and others on the road.

The problems with the truck have also affected my clients' business and interfered with the intended purpose of the vehicle. For instance, my clients are unable to haul cattle and other large items for fear that the truck will break down or, even worse, cause an accident due to its front-end steering issues. The [redacted] have also lost substantial time at work, while the truck was either not running properly or at Mertz Ford for repairs. Now, my clients are having to incur attorneys' fees and costs in order to address this situation.

The [redacted]are in need of an immediate replacement vehicle for their defective Ford 350 truck. In an attempt to settle this dispute without litigation, I requested a quote from Mertz Ford for the trade-in value and purchase of a different truck. My clients brought their truck in for an appraisal and Mertz agreed to provide a replacement trade-in, if my clients paid the difference between the value of their truck and the cost of the new truck, which is approximately $16,867 before taxes and other fees.

GREENSFELDER
ATTORNEYS AT LAW

This offer is unreasonable and unacceptable to my clients, in light of the inconvenience, time lost, expenses incurred, and safety concerns caused by the many problems they have experienced with their Ford vehicle. However, my clients are willing to accept the replacement truck offered by Mertz Ford (as an even exchange for their truck) along with a payment of $10,000 toward the balance of their truck loan. Please advise in writing within ten days of the date of this letter whether Ford Motor Company is willing to accept our offer to settle this dispute. Thank you for your consideration.

Very truly yours,

GREENSFELDER, HEMKER & GALE, P.C.

[redacted]
[redacted] Rousseau

cc: [redacted]

Server Name : AWS Production- Claims loaded through 04-JUL-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 10-JUL-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 04-JUL-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P06[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	08-12-05	03-01-06	153412	USA	4	5V07	*	2005	*	S10	S10	V21	H15	01
AWS Claim Key:	837345	**Doc #:**	02825002		**Trx Code:**		1	**Labor Hrs:**		1.5	**Labor Cost:**		121.53	**Material Cost:**		19.05	**Total Cost:**		140.58				
Dlr Cd-Sub Cd:	08157-*	**Name:**	MERTZ MOTOR COMPANY, INC.				**Ph:**	618-4763051		**St:** IL	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	24-APR-2006		**DIST(Mile):**	11043			
Cust Comments:	WHEN APPLYING BRAKES FIRST TIME,PEDAL HARD, THEN ITGETS SOFT																						
Tech Comments:	POWER STEERING LEAK ON LINE GOING INTO HY DRO BACK, ALSO CAUSING POWER STEERING PRO BLEM,REPLACWE FAULTY O RIGG AND CLEAN OIL OFF UNIT, RETEST OK																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P06[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	08-12-05	03-01-06	153412	USA	11	6A15	5C3Z	26255A67	CAA	S13	S05	V39	N30	33
AWS Claim Key:	2349325	**Doc #:**	03027502		**Trx Code:**		E84	**Labor Hrs:**		.2	**Labor Cost:**		16.84	**Material Cost:**		19.76	**Total Cost:**		36.6				
Dlr Cd-Sub Cd:	08157-*	**Name:**	MERTZ MOTOR COMPANY, INC.				**Ph:**	618-4763051		**St:** IL	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-NOV-2006		**DIST(Mile):**	31642			
Cust Comments:	PIN STRIP ON LEFT REAR DOOR COMMING OFF																						
Tech Comments:	REPLACE STRIPE																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P06[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	08-12-05	03-01-06	153412	USA	11	6F18	*	5420530	*	S12	S03	V11	R31	33
AWS Claim Key:	2359808	**Doc #:**	03027503		**Trx Code:**		E84	**Labor Hrs:**		.2	**Labor Cost:**		16.84	**Material Cost:**		0	**Total Cost:**		16.84				
Dlr Cd-Sub Cd:	08157-*	**Name:**	MERTZ MOTOR COMPANY, INC.				**Ph:**	618-4763051		**St:** IL	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-NOV-2006		**DIST(Mile):**	31642			
Cust Comments:	RUBBER WEATHER SEAL ON BOTTOM OF REAR DOOR																						
Tech Comments:	LOOSE REINSTALL CLIP AND REATTACH																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW33P06[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	08-12-05	03-01-06	153412	USA	11	1H03	*	9F452	*	S11	S11	V29	E29	55
AWS Claim Key:	2370540	**Doc #:**	03027504		**Trx Code:**		S07	**Labor Hrs:**		5.6	**Labor Cost:**		471.41	**Material Cost:**		570.57	**Total Cost:**		1041.98				
Dlr Cd-Sub Cd:	08157-*	**Name:**	MERTZ MOTOR COMPANY, INC.				**Ph:**	618-4763051		**St:** IL	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	07-NOV-2006		**DIST(Mile):**	31642			
Cust Comments:	RUNS BAD, HAS NO POWER																						

Tech Comments: PERFORM TSB 06 19 06, CLEAN EGR VALVES PER TSB AND RESET CODES, TEST DRIVE, STILL MISSING, REPLACE #2 AND #5 INJECTORS, RETEST OK

1FTWW33P06E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 08-12-05 03-01-06 153412 USA 12 2E03 4C3Z 9E527 AA S11 S11 V52 D41 42

AWS Claim Key: 2532105 **Doc #:** 03063601 **Trx Code:** S07 **Labor Hrs:** 3.3 **Labor Cost:** 277.8 **Material Cost:** 293.21 **Total Cost:** 571.01

Dlr Cd-Sub Cd: 08157-* **Name:** MERTZ MOTOR COMPANY, INC. **Ph:** 618-4763051 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**15-DEC-2006 **DIST(Mile):**34484

Cust Comments: THE CUSTOMER STATES THAT THE ENGINE IS MISSING ANDSURGING WHEN AT 70 75 MPH

Tech Comments: RUN EEC AND PINPOINT TESTS, PERFORM BOOST PSI TESTFUEL PSI TEST, REPLAE #8 INJECTOR, ROAD TEST

1FTWW33P06E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 08-12-05 03-01-06 153412 USA 12 6X04 5C3Z 17683 EAA S07 S07 V13 M05 33

AWS Claim Key: 2532106 **Doc #:** 03063602 **Trx Code:** E84 **Labor Hrs:** .5 **Labor Cost:** 42.09 **Material Cost:** 231.93 **Total Cost:** 274.02

Dlr Cd-Sub Cd: 08157-* **Name:** MERTZ MOTOR COMPANY, INC. **Ph:** 618-4763051 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**15-DEC-2006 **DIST(Mile):**34484

Cust Comments: LH MIRROR GLASS KEEPS FALLING OUT

Tech Comments: REPLACE MIRROR ASSY

1FTWW33P06E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 08-12-05 03-01-06 153412 USA 12 5N01 * 3E651 * S13 S10 V89 N24 42

AWS Claim Key: 2532107 **Doc #:** 03063603 **Trx Code:** E84 **Labor Hrs:** 3.2 **Labor Cost:** 269.37 **Material Cost:** 21.39 **Total Cost:** 290.76

Dlr Cd-Sub Cd: 08157-* **Name:** MERTZ MOTOR COMPANY, INC. **Ph:** 618-4763051 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**15-DEC-2006 **DIST(Mile):**34484

Cust Comments: THE CUSTOMER STATES THAT THE FRONT END WOBBLES OUT OF CUSTOMERS HANDS AFTER HITTING A BUMP

Tech Comments: CHECK SSM AND PERFORM TSB 06 22 14, REPLACING SHIMS AND ALIGNING FRONT END

1FTWW33P06E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 08-12-05 03-01-06 153412 USA 13 2E03 4C3Z 9E527 AA S11 S11 V52 D36 42

AWS Claim Key: 2654803 **Doc #:** 03082101 **Trx Code:** S07 **Labor Hrs:** 3.8 **Labor Cost:** 319.89 **Material Cost:** 279.83 **Total Cost:** 599.72

Dlr Cd-Sub Cd: 08157-* **Name:** MERTZ MOTOR COMPANY, INC. **Ph:** 618-4763051 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-JAN-2007 **DIST(Mile):**36224

Cust Comments: THE CUSTOMER STATES THAT THE TRUCK RUNS ROUGH AND SMOKES HORRIBLY

Tech Comments: RUN EEC AND PINPOINT TESTS, RUN CYLINDER BALANCE AND EQUIVALANCE TESTS OK. REPLACE INJECTOR #2, RETEST DRIVE OK

1FTWW33P06E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 08-12-05 03-01-06 153412 USA 13 5S11 5C3Z 9A332 A S11 S11 V52 D42 D8

AWS Claim Key: 2675454 **Doc #:** 345127A **Trx Code:** E72 **Labor Hrs:** 2.8 **Labor Cost:** 229.86 **Material Cost:** 36.4 **Total Cost:** 362.26

Dlr Cd-Sub Cd: 05017-* **Name:** FRIENDLY FORD, INC. **Ph:** 417-8834330 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-JAN-2007 **DIST(Mile):**36479

Cust Comments: POOR PERFORMANCE LACKS POWER MISSES ,

Tech Comments: 36483 9A332 FUEL SUPPLY LINE D8 FAILED SEAL. VERIFIED ENGINE SLOW TO START AND RUNS POORLY FILLED OUT DIAG SHEET, 1 3 OK, 4,5,6 KOEOOD PASS CMDTC P0263, P0275, P2291, KOEO INJ ELEC PASS, 6 CYL # 1,5,7 MISSING, PERFORMED PID MONITOR FOUNS IC PRESSURE SLIGHTLY SLOW TO BUILD AND ERRATIC, R&I RIGHT SIDE VALVE COVER TO PERFORM HP OIL TESTS, FOUND SUPPLY LINE STANDPIPE NOT HOLDING

1FTWW33P06E[redacted] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 08-12- 03-01- 153412 USA 13 2E03 4C3Z 9E527 AA S11 S11 V40 D13 42

									05	06														
AWS Claim Key:	2675455	**Doc #:**	345127D	**Trx Code:**	E91	**Labor Hrs:**	.7	**Labor Cost:**	57.46	**Material Cost:**	307.22	**Total Cost:**	364.68											
Dlr Cd-Sub Cd:	05017-*	**Name:**	FRIENDLY FORD, INC.	**Ph:**	417-8834330	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	08-JAN-2007	**DIST(Mile):**	36479										
Cust Comments:	ENGINE IDLES ROUGH , ,																							
Tech Comments:	36485 ADD ON REPAIR JW. 9E527 FUEL INJECTOR 42 DNOP. ENGINE MISSES AFTER REPAIRS, ROAD TEST WITH POWERBALANCE FOUND THAT CYL #5 ONLY MISSES AFTER HARD ACCEL, PERFORMED BALLOON TEST ON RIGHT SIDE FUEL LINE FOUND COMPRESSION BLOWING INTO FUEL RAIL,FOUND #5 INJECTOR COMPRESSION SEAL & RETAINER FAULTY. REPLACED #5 INJECTOR AND HOLD DOWN, ROAD TEST ALL OK AT THIS TIME, RETEST																							

1FTWW33P06E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	08-12-05	03-01-06	153412	USA	17	2E03	4C3Z	9E527	AA	S11	S11	V52	D42	46	
AWS Claim Key:	3661420	**Doc #:**	20080301	**Trx Code:**	S07	**Labor Hrs:**	11.5	**Labor Cost:**	821.82	**Material Cost:**	1431.57	**Total Cost:**	2253.39											
Dlr Cd-Sub Cd:	04361-*	**Name:**	BARRETH FORD CENTER	**Ph:**	636-5838655	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	17-MAY-2007	**DIST(Mile):**	47560										
Cust Comments:	WHIEL RUNNING DOWN THE INTERSTATE ENGINE LOST POWER CHECK AND ADVISE																							
Tech Comments:	2 VERFIY POWER LOSS, FUEL PRESSURE 60 PSI, DIAG SHEET 1 10 CK OASIS, INJECTO 1 3 5 2 NOT CONTRIBUTING REPLACE # 1 2 3 5 INJECTORS, RESTART & TEST DRIVE, TRUCK BEGAN MISSING ON TEST DRIVE, CK ON IDS # 7 INJECTOR DROPPING OUT. RE DIAG REPLACE #7 INJECTOR, TEST DRIVE FUEL PRESSURE 60 PSI UNDER LOAD MISS GONE. RUNS GOOD. EXTRA TIME TO REPLACE FUEL STAND BY TUBE & EXTRA DIAG NEEDED																							

Any comments? You can contact



webmaster



COPY

2007 JUN 18 PM 4:15
CLERK OF THE SUPERIOR COURT
SAN DIEGO COUNTY, CA

THE BICKEL LAW FIRM, INC.
Brian J. Bickel, State Bar No. 205646
Craig M. Quon, State Bar No. 208029
7825 Fay Avenue, Suite 200
La Jolla, California 92037-4270
Telephone: (858) 456-3556
Facsimile: (858) 456-3558

Attorneys for Plaintiff [redacted]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CENTRAL DIVISION

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY, TAG MOTORSPORTS, LLC, NORTH COUNTY FORD, INC., and DOE 1 through DOE 10 inclusive,

Defendants,

Case No. [redacted]

COMPLAINT FOR RESTITUTION AND DAMAGES

1. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT

2. VIOLATION OF MAGNUSON-MOSS ACT

BY FAX

Plaintiff alleges:

1. Plaintiff [redacted] ("Plaintiff") is, and at all times mentioned herein was, a competent adult.

2. Plaintiff is informed and believes and thereupon alleges that defendants FORD MOTOR COMPANY, TAG MOTORSPORTS, LLC, and NORTH COUNTY FORD, INC. are corporations.

3. Defendants DOE 1 through DOE 10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. DOE 1 through DOE 10 are each independently, or as a representative of another defendant in this suit, responsible in some manner for the causes of action set forth herein and the damages sustained by Plaintiff.

4. Plaintiff leased then subsequently purchased the subject 2006 Ford F-250, VIN: 1FTSW21P86E[redacted], (the "subject vehicle") on or about September 9, 2005 and December 29, 2006, respectively, from NORTH COUNTY FORD, INC. in Vista, California.

FIRST CAUSE OF ACTION

Violation of Song-Beverly Consumer Warranty Act

5. The subject vehicle is a motor vehicle that was bought primarily for personal, family, or household purposes or it is a motor vehicle with a gross vehicle weight under 10,000 pounds that was bought or used primarily for business purposes by an entity to which not more than five motor vehicles are registered in this state. The subject vehicle is a "motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code sections 1790 et seq. (the "Act").

6. NORTH COUNTY FORD, INC. is engaged in the business of distributing or selling consumer goods at retail. NORTH COUNTY FORD, INC. is a "retail seller" under the Act; Plaintiff is a "buyer" under the Act.

7. FORD MOTOR COMPANY manufactures, assembles, or produces consumer goods. FORD MOTOR COMPANY is a "manufacturer" under the Act.

8. TAG MOTORSPORTS, LLC manufacturers, assembles or produces consumer goods, stands between the manufacturer and the retail seller in purchases, consignments, or contracts for the sale of goods, and/or engages in the business of selling or leasing consumer goods to retail buyers. TAG MOTORSPORTS, LLC is a "manufacturer," "distributor," and/or "retail seller" under the Act.

9. FORD MOTOR COMPANY, TAG MOTORSPORTS, LLC, and NORTH COUNTY FORD, INC. issued "express warranties" to Plaintiff in which, *inter alia*, defendants undertook to preserve or maintain the utility or performance of the subject vehicle. Said warranties were an integral factor in Plaintiff's decision to purchase the subject vehicle.

10. The subject vehicle has suffered from nonconformity(s) to warranty, including, but not limited to, a defect which has manifested in a recurrent steering wheel shake/vibration which significantly impedes vehicle control. Said nonconformity(s) have substantially impaired the vehicle's use, value, or safety to Plaintiff.

11. Plaintiff has delivered the subject vehicle to FORD MOTOR COMPANY, NORTH COUNTY FORD, INC. and TAG MOTORSPORTS, LLC or their authorized repair facility(s) for repair of said nonconformity(s). FORD MOTOR COMPANY, NORTH COUNTY FORD, INC. and TAG MOTORSPORTS, LLC or their authorized repair facility(s) have failed to service or repair the subject vehicle to warranty after a reasonable number of attempts.

12. The subject vehicle was not fit for the ordinary purposes for which such goods are used and was not of the same quality as those generally acceptable in the trade. At the time of purchase, defendants knew or had reason to know that Plaintiff intended to use the vehicle for a particular purpose, knew or had reason to know that Plaintiff was relying on defendants' skill and judgment to select or provide a vehicle that was suitable for that particular purpose, Plaintiff justifiably relied on defendants' skill and judgment, and the vehicle was not suitable for the particular purpose. FORD MOTOR COMPANY, TAG MOTORSPORTS, LLC and NORTH COUNTY FORD, INC. breached the implied warranty of merchantability and implied warranty of fitness. Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

13. Despite Plaintiff's request(s), FORD MOTOR COMPANY, TAG MOTORSPORTS, LLC and/or NORTH COUNTY FORD, INC. have not replaced the vehicle or otherwise made restitution to Plaintiff pursuant to their obligations under the Act.

14. Plaintiff is informed and believes and thereupon alleges that FORD MOTOR COMPANY's, TAG MOTORSPORTS, LLC's and/or NORTH COUNTY FORD, INC.'s refusal to replace the vehicle or make restitution to Plaintiff was wilful and not the result of a good faith and reasonable belief that the facts imposing said statutory obligation were absent.

15. Pursuant to the Act, Plaintiff is entitled to restitution in an amount equal to the actual price paid or payable by Plaintiff and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiff prior to the time Plaintiff first delivered the vehicle for repair.

16. Plaintiff is entitled to recover incidental, consequential, and general damages, including, but not limited to, reasonable repair, towing, and storage costs actually incurred by Plaintiff.

17. Plaintiff is entitled to recover a civil penalty up to two times the amount of actual damages for FORD MOTOR COMPANY's, TAG MOTORSPORTS, LLC's and/or NORTH COUNTY FORD, INC.'s wilful refusal to comply with their statutory obligations under the Act.

18. Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and expenses including attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action.

SECOND CAUSE OF ACTION

Violation of Magnuson-Moss Act

19. Plaintiff re-alleges and fully incorporates herein by this reference each previously plead paragraph in this Complaint.

20. Plaintiff is a "consumer" pursuant to the Magnuson-Moss Act, 15 United States Code sections 2301 et seq.

21. FORD MOTOR COMPANY and TAG MOTORSPORTS, LLC are "suppliers" and/or "warrantors" pursuant to the Magnuson-Moss Act.

22. The subject vehicle is a "consumer product" pursuant to the Magnuson-Moss Act.

23. The express warranties given to Plaintiff by FORD MOTOR COMPANY, NORTH COUNTY FORD, INC., NORTH COUNTY FORD, INC., and TAG MOTORSPORTS, LLC are "written warranties" pursuant to the Magnuson-Moss Act.

24. By failure of FORD MOTOR COMPANY, NORTH COUNTY FORD, INC., and TAG MOTORSPORTS, LLC to timely remedy the defects as alleged above, or to issue a refund or replacement, FORD MOTOR COMPANY, NORTH COUNTY FORD, INC. and TAG MOTORSPORTS, LLC are in breach of their respective obligations under the Magnuson-Moss Act.

25. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned vehicle under the Magnuson-Moss Act.

26. Plaintiff is entitled to all incidental, consequential and general damages resulting from FORD MOTOR COMPANY's, NORTH COUNTY FORD, INC.'s and TAG MOTORSPORTS, LLC's failure to comply with their respective obligations under the Magnuson-Moss Act.

///

27. Plaintiff is entitled under the Magnuson-Moss Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For actual damages, including collateral charges, and incidental, consequential, and general damages. To date, such damages include, but are not limited to, Plaintiff's lease inception payment ($6,651.02), lease payments to date ($10,917.30), vehicle finance payments to date ($2,784.52) current vehicle registration ($535.00), and, in amounts according to proof, future vehicle finance payments, payoff of the vehicle loan, expenses inadvertently omitted herein, and other future expenses reasonably incurred by Plaintiff in connection with this action; and

2. For a civil penalty up to two times the amount of actual damages; and

3. For rescission of the contract and restitution of consideration; and

4. For interest on said sum from date of rescission to date of judgment herein; and

5. For attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action; and

6. For costs of suit incurred in connection with the commencement and prosecution of this action; and

7. For such other and further relief as the court deems proper.

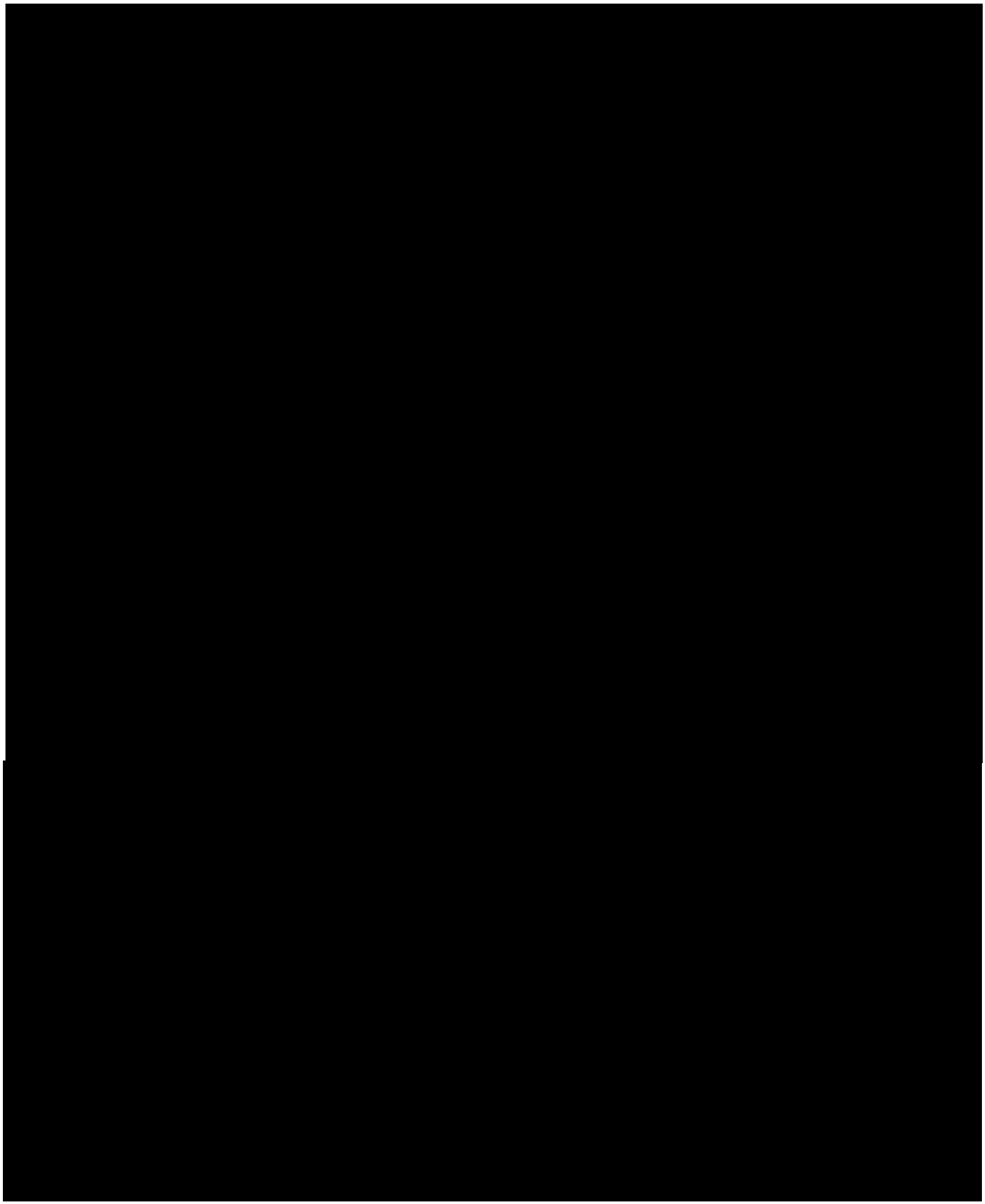
DATED: June 14, 2007

THE BICKEL LAW FIRM, INC.
Attorneys for Plaintiff Blaine Ostrander

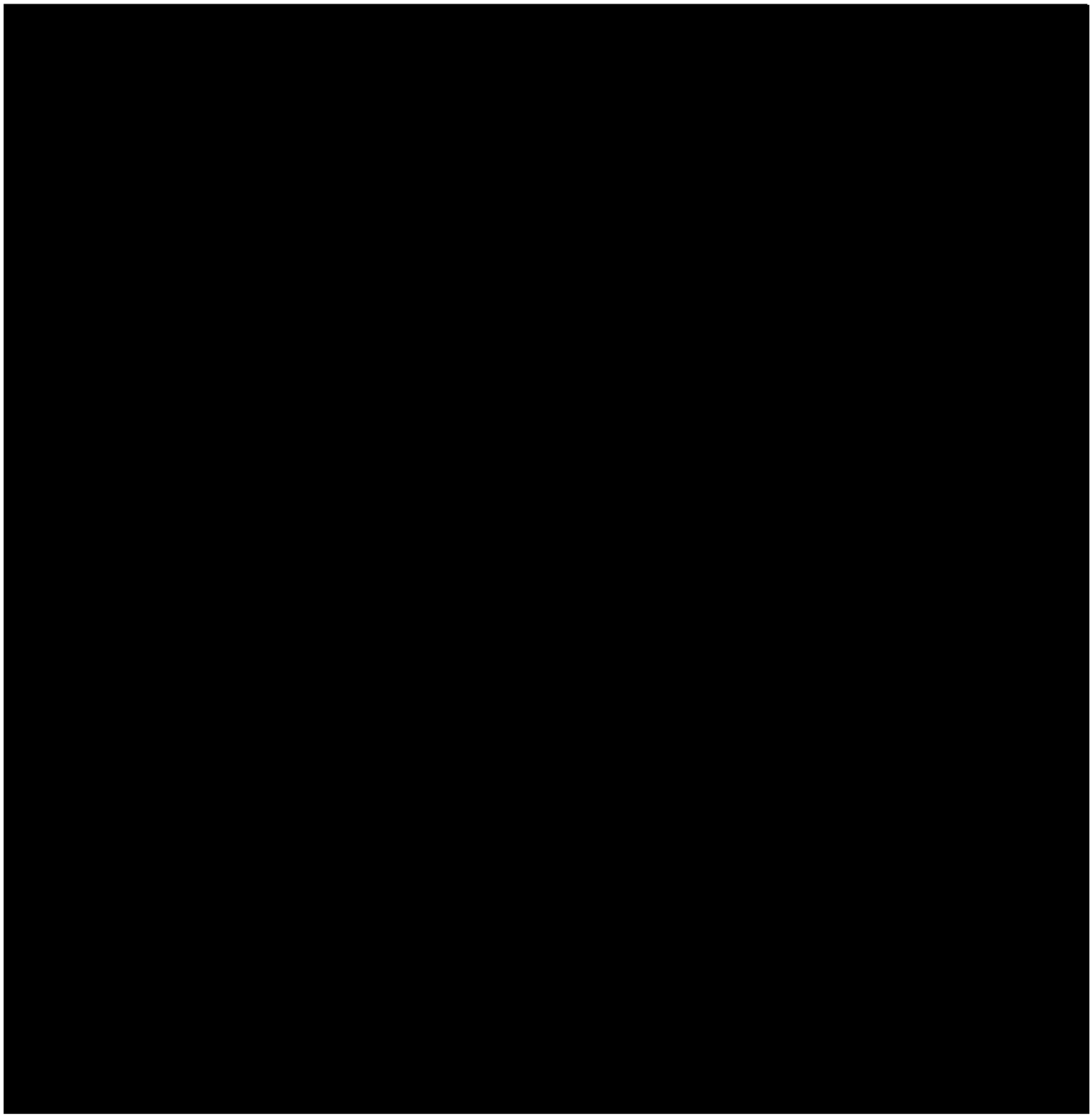
By: [redacted]
CRAIG M. QUON

















Server Name : AWS Production- Claims loaded through 19-APR-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-APR-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 19-APR-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	S
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	7	*	*	*	

AWS Claim Key:	667186	**Doc #:** 18104201	**Trx Code:**	05E16	**Labor Hrs:**	.7	**Labor Cost:**	56.85 **Material Cost:** 0
Dlr Cd-Sub Cd:	01469-*	**Name:** PERRY FORD	**Ph:**	858-7481400	**St:** CA	**Ctry Cd:** USA	**Reg Cd:**	NA **Repr Date:** 23-MA
Cust Comments:	RECALL 05E16							
Tech Comments:	RECALL 05E16B FOR .7 RECALIBRATE CNTRL MODULES AS PER RECALL							

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	S
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	9	5R02	*	3600	

AWS Claim Key:	979401	**Doc #:** 402041A	**Trx Code:**	E84	**Labor Hrs:**	3.2	**Labor Cost:**	265.92 **Material Cost:** 0
Dlr Cd-Sub Cd:	00869-*	**Name:** NORTH COUNTY FORD	**Ph:**	760-9459900	**St:** CA	**Ctry Cd:** USA	**Reg Cd:**	NA **Repr Date:** 17-MA
Cust Comments:	CUSTOMER STATES VEH WONDERS ALL OVER FREEWAY STEERING WHEEL HAS A LOT OF PLAY (CHECK TSB FOR ISOL AND ADVISE							
Tech Comments:	17231 TSB 05 22 1 3.2 VERIFY CUSTOMER CONCERN, TSB 05 22 1 APPLIES INSPECT STEERING SYSTEM FOUND STEERING I INSPECT DAMPNERS AND FASTNERS PER TSB ADJUST LOAD 052201A							

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	S
1FTSW21P86[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	11	5G03	5C3Z	3050	

AWS Claim Key:	1539133	**Doc #:** 407445A	**Trx Code:**	E84	**Labor Hrs:**	6.2	**Labor Cost:**	535.31 **Material Cost:** 245.36
Dlr Cd-Sub Cd:	08481-*	**Name:** NORTH COUNTY FORD	**Ph:**	*-*	**St:** CA	**Ctry Cd:** USA	**Reg Cd:**	NA **Repr Date:** 26-JUL
Cust Comments:	CUSTOMER STATES ONGOING SINCE APRIL 2006 INTERMINT AND UNCONTROLLABLE STEERING WHEEL AND FRONT W OCCURS WHILE DRVING CUSTOMER MEUST BRAKE TO SLOW VEH TO SLOW VEH DOWN TO							
Tech Comments:	20830 FAULTY BALL JOINTS AND TSB 06 15 01 6.2 VERIFY CUSTOMER CONCERN ROAD TEST VEHICLE DOWN FREEWAY, FASTENERS RETORQUE AS NECE SSARY, FOUND LOWER BALL JOINTS LATERAL MOVEMENT BEYOND .030 TIE ROD AT IN SOCKET REPLACE BOTH LOWER BALL JOINTS, LEFT TIE ROD AND PERFORM TSB 06 15 01 3049AE 3130AA 061501B							

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	S
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	11	6L11	*	28045A36	

AWS Claim Key:	1539134	**Doc #:** 407445E	**Trx Code:**	E84	**Labor Hrs:**	.3	**Labor Cost:**	100.9 **Material Cost:** 0
Dlr Cd-Sub Cd:	08481-*	**Name:** NORTH COUNTY FORD	**Ph:**	*-*	**St:** CA	**Ctry Cd:** USA	**Reg Cd:**	NA **Repr Date:** 26-JUL
Cust Comments:	CUSTOMER STATES SINCE NEW REAR CENTER CONSOLE MATERIAL PULLING AWAY FROM CONSOLE AT BACK SEAT C							
Tech Comments:	20830 REMOVED REAR CENTER CONSOLE FOR REPAIR INSTALLED REAR CENTER CONSOLE AFTER REPAIR 1.0							

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	S
1FTSW21P86[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	19	1D05	3C3Z	6D083	

AWS Claim Key:	3108077	**Doc #:** 19796501	**Trx Code:**	E84	**Labor Hrs:**	6.1	**Labor Cost:**	514.79 **Material Cost:** 150.1
Dlr Cd-Sub Cd:	01469-*	**Name:** PERRY FORD	**Ph:**	858-7481400	**St:** CA	**Ctry Cd:** USA	**Reg Cd:**	NA **Repr Date:** 06-MA
Cust Comments:	CUSTOMER REPORTS ENGINE OIL LEAK, COMING FROM POSS BACK OF ENGINE TRANS AREA?							

Tech Comments:	CHECK FOR OIL LEAK WITH ENG. OIL DYE AND BLACK LIGHT REMOVED TRANS. AND TRANSFER CASE FOUND REAR E LEAKI NG REPLACED REAR ENG. COVER GASKET AND REAR MAIN SEAL REINS TALLED ALL ALSO REPLACED HOT SIDI HOSE AND CLAMPS CLEANED ENG. AND LOWER PARTS VERIFIED REPAIR

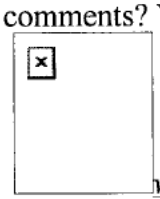
1FTSW21P86I[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	19	5O01	7C3Z	3504

AWS Claim Key:	3251847	**Doc #:**	19899001	**Trx Code:**	E84	**Labor Hrs:**	1.7	**Labor Cost:**	143.46	**Material Cost:**	540.68		
Dlr Cd-Sub Cd:	01469-*	**Name:**	PERRY FORD			**Ph:**	858-7481400	**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**29-MA
Cust Comments:	LAST TIME IN FRNT END CONCERN, SHAKING, WOBBLE AND KNOCKING NOISE, WAS DIAG WITH BALL JOINT CONCERN ADVISE.												
Tech Comments:	ROAD TEST VEHICLE VERIFIED CONCERN SHIMMY FRM FRONT INTERM. RACKED VEHICLE TO CHECK FRT STEERING, S GEAR BOX SECTOR SHAFT HAS EXCESSIVE PLAY REPLACED GEARBOX AND BLEED SYSTEM, RE ASSEMBLED ALL TO P CHECK TO VERIFY REPAIR.												

1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	20	5N01	6C3Z	3304

AWS Claim Key:	3355992	**Doc #:**	19918301	**Trx Code:**	E84	**Labor Hrs:**	.6	**Labor Cost:**	50.63	**Material Cost:**	114.23		
Dlr Cd-Sub Cd:	01469-*	**Name:**	PERRY FORD			**Ph:**	858-7481400	**St:** CA	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**02-API
Cust Comments:	TEST DRIVE, CUSTOMER REPORTS ON ANY UNEVEN SURFACE, OR OVER BUMPS FRNT END SHAKES BAD												
Tech Comments:	VERIFIED CONCERN FOUND NOISE WHEN TURNING, FRONT END SHUDDERS OVER BUMPS, FOUND DRAG LINK HAS EXC REMVED DRAG LINK REPLACED DRAG LINK AND RE ASSEMBLED TO PERFORMED RE TEST AND ROAD TEST TO VERIFY												

Any comments? You can contact



webmaster

(15) 052

THE BICKEL LAW FIRM, INC.

AN AUTOMOBILE LEMON LAW FIRM OF CALIFORNIA
7825 FAY AVENUE, SUITE 200
LA JOLLA, CALIFORNIA 92037-4270
TELEPHONE 858.456.3556 FACSIMILE 858.456.3558
CRAIGQUON@BICKELLAWFIRM.COM
WWW.BICKELLAWFIRM.COM

April 13, 2007

CONSUMER AFFAIRS
SECTION
7 APR 17 P2:40

Via Express Mail

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

Re: [redacted]v. Ford Motor Company
2006 Ford F-250, VIN: 1FTSW21P86E[redacted]

Ford Motor Company,

The Bickel Law Firm, Inc. has been retained by [redacted]to enforce his warranty rights relative to his 2006 Ford F-250. [redacted] leased then purchased his F-250 on or about September 9, 2005 and December 29, 2006, respectively, in anticipation that it would provide safe and reliable transportation. Instead, the vehicle suffers from a serious defect which has manifested in recurrent and severe steering wheel and front-end shake.

To date, the vehicle has been returned to Ford authorized repair facilities for repair of the defect on no fewer than five (5) occasions, and according to repair orders has spent an approximate cumulative total of twenty-eight (28) days. The repair orders also reflect that Ford authorized technicians have repeatedly confirmed the defect. Notwithstanding Ford's repeated and ongoing attempts to repair the vehicle, including the performance of two technical service bulletins, the vehicle remains in need of permanent repair. Given Ford's demonstrated inability to remedy the defect, our client has lost all confidence in the vehicle's safety and reliability.

Should Ford Motor Company refuse to provide restitution to our client per the terms of this letter, it will risk the imposition of a civil penalty for its willful failure to repurchase our client's vehicle as required by California law. (*see Civil Code §§ 1793.2, 1794*). If this matter is litigated through a jury trial, Ford Motor Company's total exposure will approach or exceed $200,000.00, including payment of restitution to our client, civil penalty damages, and our client's attorneys' fees and costs.

In an effort to preempt litigation, our client is herein giving Ford Motor Company an opportunity to repurchase the subject vehicle in accordance with the terms of California's Song-Beverly Consumer Warranty Act, Civil Code §1790 et seq. Pursuant thereto, our client is willing to return the subject vehicle to Ford Motor Company in exchange for Ford's payment of restitution as follows:

$	6,651.02	Lease Inception
$	10,917.30	Lease Payments of $727.82 Thru 12/06
$	ATP	Additional Lease Payments
$	2,784.52	Loan Payments of $696.13 Thru 05/07
$	535.00	Vehicle Registration
$	226.22	Bed Liner
$	150.55	Bed Matte
$	2,650.00	Attorneys Fees
$	-6,806.14	Less Mileage Offset at 17,230 Miles
$	17,108.47 plus loan payoff	Total Restitution

We have enclosed copies of our client's vehicle lease and purchase contract, vehicle registration, repair records and expense receipts for your review. Please respond to this office on or before May 14, 2007. Your prompt attention to this matter is appreciated.

Very truly yours,

[redacted]

CRAIG M. QUON

Enclosures

cc: [redacted]

Motor Vehicle Lease Agreement
California

1-800-727-7000

Ford Credit

www.fordcredit.com

Lease Date: 10/

Lessee (and Co-Lessee) Name and Address including County

[redacted]

Lessor Name and Address

FORD MOTOR CREDIT COMPANY

Finance Company is [redacted] MOTOR CREDIT COMPANY. The Holder is [redacted] CAR [redacted] INC.

signs. By signing, You (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the WearCare Addendum, if it is attached to this Lease.

New/Used/Demo	Mileage at Delivery	Year/Make/Model	Vehicle ID	Vehicle Use
N/A	75	2006 FORD F250 SD PU	[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (itemized below)	2. Monthly Payments	3. Other Charges (not part of your monthly payment)	4. Total of Payments (The amount You will have paid by the end of the lease)
	Your first monthly payment of $ 727.82 is due on 09/09/2006 followed by 35 payments of $ 727.82 due on the same day of each month. The total of your monthly payments is $ 25,473.70	Disposition Fee (if You do not purchase the Vehicle) $ 395	$ 25,473.70
		Total $ 395	

5. Amount Due At Lease Signing or Delivery		How To Amount Due At Lease Signing or Delivery will be paid
a. Capitalized cost reduction	$ 4879.78	a. Net trade-in allowance
b. First monthly payment	$ 727.82	b. Rebates and noncash credits
c. Refundable security deposit	$ 0.00	c. Amount to be paid in cash
d. Title fee	N/A	
e. Registration fee	$ 65.00	
f. California tire fee	$ 6.75	
g. Acquisition Fee	N/A	
h. Upfront taxes	$ 379.18	
i. Optional DMV/Electronic Filing Fee	$ 28.00	
j. Doc Fee & Tax	$ 48.49	
k. N/A	N/A	
l. N/A	N/A	
	Total $ 6651.02	Total $ 6651.02

a. Gross capitalized cost. The agreed upon value of the Vehicle is $ 7402.00 and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (itemized below)	$ 2449.00
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	$ 4879.78
c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment	$ 4971.22
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment	$ 2814.60
e. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	$ 2156.62
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	$ 317.08
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	$ 2473.70
h. Lease payments. The number of payments in Your lease	35
i. Base monthly payment	$ 70.68
j. Monthly sales/use tax	$ 4.14
k. Total monthly payment	$ 74.82
l. Lease term in months	35

Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the higher the charge likely will be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease (unless You purchase the Vehicle), You must pay to Lessor $ 0.20 per mile for each mile in excess of 31,575 miles shown on the odometer. See items 4 and 5 on back and the WearCare Addendum, if it is attached to this lease, for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $ N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, its

A. License Fees $ 15.00 (A) Estimated

B. Registration/Transfer/Titling Fees $ N/A (B)

C. California Tire Fees* $ N/A (C)

D. Other N/A $ N/A (D)

E. Other N/A $ N/A (E)

Total Official Fees (A through E) $ 15.00 (2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance column a + b)* $ N/A (3)

4. Smog Certification or Exemption Fee Paid to State $ N/A (4)

5. Subtotal (1 through 4) $ 40960.58 (5)

6. Total Downpayment

A. Agreed Trade-In Value Y N/A Make N/A $ N/A (A)

Model N/A Odom N/A

VIN N/A

B. Less Prior Credit or Lease Balance $ N/A (B)

C. Net Trade-In (A less B) (Indicate if a negative number) $ N/A (C)

D. Deferred Downpayment $ N/A (D)

E. Manufacturer's Rebate $ N/A (E)

F. Other N/A $ N/A (F)

G. Cash $ N/A (G)

Total Downpayment (C through G) $ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1L above)

7. Amount Financed (5 less 6) $ 40960.58 (7)

*Seller may keep part of these amounts.

or profit 30 hours a week or more on the Effecti
Date. (3) Only the Primary Buyer is eligible
disability insurance. DISABILITY INSURANCE MA
NOT COVER CONDITIONS FOR WHICH YOU HAV
SEEN A DOCTOR OR CHIROPRACTOR IN TH
LAST 6 MONTHS (Refer to "Total Disabilities N
Covered" in your policy for details).
You want to buy the credit insurance.

X N/A
Date Buyer Signature Ag

X N/A
Date Co-Buyer Signature Ag

OPTIONAL GAP CONTRACT: A gap contract (debt cancel
tion contract) is not required to obtain credit and will not
provided unless you sign below and agree to pay the ex
charge. If you choose to buy a gap contract, the charge is sho
in Item 1M. See your gap contract for details on the protecti
it provides. It is a part of this contract.
Term 72 Mos. [redacted]
You w
Buyer

OPTIO
purchase the service contract(s) written with the followin
company(ies) for the term(s) shown below for the charge(s
shown in item 1J and/or 1K above.

1J Company N/A
Term N/A Mos. or N/A Miles
1K Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in
Installments of $ N/A $ N/A
from this loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

N/A

HOW THIS CONTRACT CAN BE CHANGED
This contract contains the entire agreemen
between you and us relating to this contract.
Any change to the contract must be in
writing and
oral chang
Buyer Signs X
Co-Buyer Signs X

[redacted] yer sign here, the provisions of the Seller's Right to Cancel section on
is unable to assign this contract to a financial institution will apply:

X
Co-Buyer

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER, HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
[redacted] FOR ADVICE ON FULL COVER
VENT OF LOSS OR DAMAGE TO YOUR VEHICLE YOU SHOULD CONTACT YOUR INSURANCE AGENT.
ANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

X

[redacted] given and the payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.
Buyer X N/A Co-Buyer X N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

[redacted] If you have a complai
Complaints concerni
of Motor Vehicles, or a
After this contract is
and it is an unfair or d

the seller.
ler may be referred to the city attorney, the district attorney, or an investigator for the Department
yment terms unless you agree in writing to the change. You do not have to agree to any change,
ge.

Buyer Signature X
Co-Buyer Signature X

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION

REGISTRATION VALID FROM | TYPE | LICENSE NUMBER

COML 09/30/2006 TO 09/30/2007 31 [redacted]

VEHICLE IDENTIFICATION NUMBER
1FTSW21P86E[redacted]

MAKE
FORD

BODY TYPE MODEL
PK

DATE FIRST SOLD
00/00/2005

CLASS
ND

YR
2006

DATE ISSUED
10/11/2006

TYPE VEH	MP	AX	WC	UNLADEN/GCWR	TOTAL FEES PAID
32P	D	2	F	06939	$535

3700

REGISTERED OWNER

CAB WEST LLC LSR
[redacted]
SAN DIEGO CA [redacted]

LIENHOLDER

HTD LSG LLC
260 INTERSTATE N PKWY NW
ATLANTA

GA 30339

0

W0204
R0040
L0285
142092920063219

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

K 4011896

[redacted]

NORTH COUNTY FORD VISTA

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460 West Vista Way
Vista, CA 92083
(888) 945-9800 ex (760) 945-9545
www.northcountyford.com/fo

2665 HUMBERTO LOPEZ

LICENSE	MILEAGE IN/OUT	TAG
7V99766	117230/117231	41300

					PAYMENT	INV. DATE
09SEP05 ATS		T2:00 18MAY06			CASH	18MAY06

P.O. OPENED	READY	OPTIONS: STR T060 TL
17MAY06	18MAY06	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTMER STATES /VEH WONDERS ALL OVER FREWAY STEERING WHEEL HAS A LOT OF PLAY (CHECK TSB FOR ISOLATION CONSER & AND ADVISE

CAUSE 79S MTSB 05-22-1 3 2 VERIFY CUSTOMER CONCERN TSB 05-22-1 APPLIES INSPECT STEERING SYSTEM FOUND STEERING MESH LOW AND INSP CF DAMPNERS AN

S2 CUSTOMER STATES

2579 SCHUMAN GERALD TECH

W94 (N/C)

PC PART COUNT

CLAIM TYPE:

AUTH CODE:

0764

172.1 TSB 05-22-1 S 2 VERIFY CUSTOMER CONCERN TSB 05-22-1 APPLIES INSPECT STEERING SYSTEM FOUND STEERING MESH LOW AND INSPECT DAMPNERS AND FASTNERS PERF TSB ADJUST LOAD 05220 A

****

B CUSTOMER STATES W/ VEH PULLS RIGHT AT CITY SPEEDS AND FREEWAY SPEEDS

ADVISE

CAUSE SEE LINE A

S2 CUSTOMER STATES:

2579 SCHUMAN GERALD TECH

W94 (N/C)

PC PART COUNT

CLAIM TYPE:

AUTH CODE:

0764

SEE LINE A

****

A rental car is given to this customer by the service advisor if the customer keeps the car after their vehicle is completed, the customer will be billed by that rental company for all those charges.

CAUSE:

RENTAL This rental car is given to this customer

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD VISTA
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MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

BAR # AH 185269

EPA# CAL 000130555

CUSTOMER COPY

[redacted]

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Vista, CA 92083
(888) 945-9900 • Fax (760) 945-9545
www.northcountyford.com

565 GUMERTO LOPEZ

	MILEAGE IN	OUT	
W99766	17230	1/23	1309

09SEP05		18MAY06	
PROMISED	READY	OPTIONS	STK# T060117A
17MAY06	18MAY06		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
						TOTAL

PAY | SERVICE | ADVISOR | CUSTOMER | PAYMENT | INVDATE
CASH | 18MAY06

by the service advisor if the customer keeps the car after their vehicle is completed. The customer will be billed by that rental company for all those charges.

2572 SCHUMAN,GERALD T CH

WTAP

N/C

D MULTI POINT INSPECTION

99P MULTI POINT INSPECTION

2575 CF — 0.00 — 0.00

GBR 6MM AND OVER

2575 CF — 0.00 — 0.00

GTIRE 7/32 AND OVER

2575 CF — 0.00 — 0.00

17210 INSPECT 0.2 SEE ATTACHED SHEET

F** REPLACE ENGINE OIL & FILTER, VISUAL INSPECTION TOP OFF FLUID LEVELS

LOF6 REPLACE ENGINE OIL & FILTER, VISUAL INSPECTION TOP OFF FLUID LEVELS

2575 CFT — 26.23 — 26.23

3C3Z-6731-A KIT, ELEMENT & GASKET OILF — 28.05 — 21.95 — 21.95

15 XO*15W40*OSD OIL - ENGINE — 3.24 — 2.99 — 44.85

2575 CHW — 2.58 — 2.58

17230 MAINT 0.5 CHANGED OIL AND FILTER. TOPPED OFF ANY NECESSARY FLUID LEVELS.

F** REPLACE FUEL FILTER 6.0

S2 CUSTOMER STATES

2575 CFT — 59.50 — 59.50

3C3Z-9N184-CA ELEMENT — 94.62 — 94.62 — 94.62

17230 MAINT 0.7 REPLACED BOTH FUEL FILTERS.

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD VISTA — YOU CAN COUNT ON US

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I AGREE TO UNLESS NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

BAR # AH 185269

EPA# CAL 000130555

CUSTOMER COPY

[redacted]

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450 West Vista Way
Vista, CA 92083
(888) 945-9900 Fax (760) 945-9545
www.northcountyford.com

665 HUMBERTO LOPEZ

LICENSE	MILEAGE IN	OUT	TAG
7J99766	17230	17231	13.09

DATE	PAYMN	INV DATE
09SEP05	12:00 18MAY06	CASH 18MAY06

ADVISOR	OPENED	READY	OPTIONS	STK
1	17MAY06	18MAY06		106011T

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
C			RPLC	AIR FILTER				
S2	CUSTOMER STATES							
	12575							
	4C3Z-9601-AA		ELEMENT ASY		AIR CLEANER	1	102.49	102.49	102.49
17230	MAINT 0 5		CHANGED AIR FILTER					

****

DESR	420.00		18MAY06	08:59	SA	266

BAR #:AH185269
EPA #:CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900
THANK YOU FOR CHOOSING NORTH COUNTY FORD
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL
CUSTOMER RELATIONS @ 1-888-258-3613

PAID
MAY 19 2006
Ans'd

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD VISTA
YOU CAN COUNT ON US!

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	130.81
PARTS AMOUNT	263.91
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
HAZ MAT/MISC. CHG.	0.00
TOTAL CHARGES	394.72
LESS INS./ADJ.	0.00
SALES TAX	20.45
PLEASE PAY THIS AMOUNT	415.17

BAR # AH 185269

EPA# CAL 000130555

CUSTOMER COPY

-26.39 10% OFF Parts

[redacted]

UNIT# 106011 [redacted]

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[redacted]

SAN DIEGO, CA [redacted]

HOME: [redacted] BUS: [redacted]

PAGE 1

SERVICE ADVISOR: 2665 HUMBERTO LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
OXFORD WHI	06	FORD F250 PICKUP	1FTSW21P86E[redacted]	[redacted]	20830/20898	T342

DEL DATE/TIME	PROD DATE	WARR EXP	PROMISED	PO #	TYPE	PAYMENT	MY DATE
09SEP05 IS			16:00 27JUL06			CASH	11AUG06

RO OPENED	READY	OPTIONS: STK:
26JUL06	11AUG06	[redacted]

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	CUSTOMER STATES / ONGOING SINCE APRIL 2006 VIBRATION AND UNCONTROLLABLE STEERING WHEEL AND FRONT WHEEL SHAKE OCCURS WHEN DRIVING. CUSTOMER MUST BRAKE TO SLOW VEH TO SLOW VEH DOWN TO LESSEN SHAKE AND PULL OVER TO LESTEN SHAKE WHEATHER DRIVING ON HIGH WAY OR SURRES STREETS / CHECK AND ADVISE							
	CAUSE: 20830 FAULTY BALL JOINTS AND TSB 06-15-01 6.2 VERIFY CUSTOMER CONCERN ROAD TEST VEHICLE DOWN FREEWAY INSPECT ALL FASTENERS RETOROUE AS NE							
	S2 CUSTOMER STATES							
	2579 SCHUMAN,GERALD LIC#: W94							
	2 5C3Z*3050*AB JOINT ASY - BALL							(N/C)
	6C3Z*3304*B ROD ASY - DRAG LINK							(N/C)
	FC: PART#: COUNT: CLAIM TYPE: AUTH CODE:							
	20830 FAULTY BALL JOINTS AND TSB 06-15-01 6.2 VERIFY CUSTOMER CONCERN ROAD TEST VEHICLE DOWN FREEWAY INSPECT ALL FASTENERS RETOROUE AS NECESSARY FOUND LOWER BALL JOINTS LATERAL MOVEMENT BEYOND .030 TIE ROD AT PITMAN ARM LOOSE IN SOCKET REPLACE BOTH LOWER BALL JOINTS CHECK TIE ROD AND PERFORM TSB 06-15-01 3049AE 3130AA 061501B							
B	CUSTOMER STATES / SINCE NEW AND CURRENTLY VEH PULLS RIGHT MOST FREQUENTLY DOES NOT MATTER WHERE TIRES ARE AT / ADVISE ROTATION FREEWAY TIRES AND RIMS HAVE BEEN ROTATED AND BALANCED							
	CAUSE: 20830							
	S1 0							
	2579 SCHUMAN,GERALD LIC# W94							
	2 5C3Z*3B442*EEK ADJUSTER ASY							(N/C)
	FC: PART#: COUNT: CLAIM TYPE: AUTH CODE:							

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Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD VISTA YOU CAN COUNT ON US!

MISSION STATEMENT

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ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
0	0

NOTICE TO CONSUMER
PLEASE READ IMPORTANT DIFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

BAR # AH 185269

EPA# CAL 000130555

[redacted]

NORTH COUNTY FORD VISTA

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[redacted]

665 HUMBERTO LOPEZ

LICENSE	MILEAGE IN/OUT	TAG
[redacted]	20830/20898	T342

09SEP05 TS		16:00 27JUL06				CASH	11AUG06
WO OPENED	READY	OPTIONS: STK [redacted]					
26JUL06	11AUG06						

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

0764

20830 SEE LINE A AND B

C CUSTOMER STATES / SINCE NEW AND CURRENTLY STEERING WHEEL IS OFF CENTER TO THE LEFT AND HAS PLAY / ADVISE

CAUSE: 20830 SEE LINE I

S2 CUSTOMER STATES:

2579 SCHUMAN,GERALD LIC#:

W94

FC: PART#: COUNT: (N/C)

CLAIM TYPE:

AUTH CODE:

0764

20830 SEE LINE I

D CUSTOMER STATES / SINCE NEW INTERMINT BUT NOW MORE FREQUENT ENGINE IDLES ROUGH AS IT IS GOING TO DIE ENTIRE TRUCK SHAKES OCCURS WEATHER ENG IS HOT OR COLD / ADVISE

CAUSE: 20830 COULD NOT DUPLICATE

S2 CUSTOMER STATES:

2579 SCHUMAN,GERALD LIC#:

W94

FC: PART#: COUNT: (N/C)

CLAIM TYPE:

AUTH CODE:

0764

20830 COULD NOT DUPLICATE

****

E CUSTOMER STATES / SINCE NEW REAR CENTER CONSOLE MATERIAL PHILTRONIKA FROM CONSOLE AT BACK SEAT CONSOLE

CAUSE: 20830 REMOVED REAR CENTER CONSOLE FOR REPAIR INSTALLED REAR CENTER CONSOLE AFTER REPAIR 1.0

S2 CUSTOMER STATES:

2579 SCHUMAN,GERALD LIC#:

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

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MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
0	0

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

BAR # AH 185269

EPA# CAL 000130555

[redacted]

UNIT# 106011I [redacted]

INVOICE

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(888) 845-9900 Fax (760) 945-9546
www.northcountyford.com

[redacted]

SAN DIEGO, C

PAGE 3

HOME [redacted] BUS: 7 [redacted]

SERVICE ADVISOR: 2665 HUMBERTO LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
OXFORD WHI	06	FORD F250 PICKUR	1FTSW21P86E[redacted]		20830/20898	T342

DEL DATE	PROD DATE	WARR EXP	PROMISED	S/D	PAYMENT	INV DATE
09SEP05 IS			16:00 27JUL06		CASH	11AUG06

RO OPENED	READY	OPTIONS: - STK-# [redacted]
26JUL06	11AUG06	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

W94 SH

2874 W94 (N/C)

FC: PART#: COUNT: (N/C)

CLAIM TYPE:

AUTH CODE:

0764

SUBLT ONYS CUSTOM UPHOLSTERY 8.70

PO# [redacted]

W94 (N/C)

FC:

20830 REMOVED REAR CENTER CONSOLE FOR REPAIR INSTALLED REAR CENTER CONSOLE AFTER REPAIR 1.0

****

C CUSTOMER STATES: / WHILE TOWING AND MIRROS ARE EXTENDED GLASS SHAKES AND OBJECTS ARE BLURRED AND HARD TO SEE / ADVISE

CAUSE: 20830 VIBRATION DUE TO OVER SIZE TIRES

S2 CUSTOMER STATES:

2579 SCHUMAN,GERALD LIC#:

W94

FC: PART#: COUNT: N/C

CLAIM TYPE:

AUTH CODE:

0764

20830 VIBRATION DUE TO OVER SIZE TIRES

****

C CUSTOMER REQUEST / FORD BUY VEH BACK FOR UNSAFE STEERING CONDITIONS

CASE REFERENCE 1525217946

CAUSE: 20830

NOTE NOTE:

2579 SCHUMAN,GERALD LIC#:

W94

FC: PART#: COUNT: (N/C)

CLAIM TYPE:

AUTH CODE:

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD VISTA
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MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$ -	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK. I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

BAR # AH 185269

EPA# CAL 000130555

[redacted]

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(888) 945-3900 - Fax (760) 945-9645
www.northcountyford.com

2865 HUMBERTO MORA

LICENSE	MILEAGE IN / OUT	TAG
[redacted]	120307/120898	5342

PROMISED	PO NO.	RO	PAYMENT	INV. DATE
9SEP05 15:00	15:00 27JUL06		CASH	11AUG06

RO OPENED	READY	OPTIONS	STK 106011T
26JUL06	11AUG06		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
0830							

MULTI POINT INSPECTION

MULTI POINT INSPECTION

2579 SCHUMAN, GERALD LIC#:

0830 0.00 0.00

** PERFORM 4 WHEEL ALIGNMENT

AUSE 20830 2.5 HR M-TIME 061501C 2878 TEST DROVE AND CHECKED ALIGNMENT ANGLES RESET FRONT STEERING WHEEL AND PRINTED OUT ALIGNMENT READINGS SEE

4WA PERFORM 4 WHEEL ALIGNMENT

2878 W94

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

OBE ALIGNMENT PLUS 64813

W94

0830 2.5 HR M-TIME 061501C 1.9 HR FLAG TEST DROVE AND CHECKED LINGMENT ANGLES RESET FRONT STEERING WHEEL AND PRINTED OUT ALIGNMENT EADINGS . SER READINGS ALL OKAY AS PER TSB 06-15-01 ALSO INSTALLED NEW AMS ON BOTH SIDES AS PER TSB TO LOWER CASTER TO MAX TO SPEC TO ORRECT CONCERN

BAR # AH185269

EPA# CAL000130555

DIRECT LINE TO SERVICE 1-888-945-3900

THANK YOU FOR CHOOSING NORTH COUNTY FORD

IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL

CUSTOMER RELATIONS @ 1-888-258-3613

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 12:00 am
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD
YOU CAN COUNT ON US!

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
HAZ MAT/MISC. CHG.	0.00
TOTAL CHARGES	0.00
LESS INS./ADJ.	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

BAR # AH 185269

EPA# CAL 000130555

CUSTOMER COPY

PERRY of Poway Ford
12740 Poway Road • Poway, CA 92064
858 748-1400 • FAX 858 748-4779
www.perryford.com
BAR # AA-231396 EPA # CAD 981997323

CUSTOMER NO [redacted]

[redacted]
SAN DIEGO, CA [redacted]

RESIDENCE PHONE [redacted]

ADVISOR: TONY 874 | TAG NO. 898 | INVOICE DATE: 03/08/07 | INVOICE NO. [redacted]
LABOR RATE | LICENSE NO. | MILEAGE: 31,915 | COLOR: WHITE/ | STOCK NO.
YEAR / MAKE / MODEL: 06/FORD TRUCK/F250/4 DOOR CREW | DELIVERY DATE | DELIVERY MILES
VEHICLE I.D. NO.: 1FTSW21P86E[redacted] | S.E. DEALER NO. | PRODUCTION DATE
F.T.E. NO. | P.O. [redacted] | R.O. DATE: 03/06/07 | REPRINT# 1
COMMENTS | MO: 31918

JOB# 1 CHARGES----------

LABOR----------
J#[redacted]: ENGINE WORK TECH(S):[redacted] WARRANTY
CUSTOMER REPORTS ENGINE OIL LEAK, COMING FROM POSS BACK OF ENGINE/TRANS AREA?
CHECK FOR OIL LEAK WITH ENG. OIL DYE AND BLACK LIGHT REMOVED TRANS. AND TRANSFER CASE FOUND REAR ENG. COVER GASKET LEAKING REPLACED REAR ENG. COVER GASKET AND REAR MAIN SEAL REINSTALLED ALL ALSO REPLACED HOT SIDE CAC AIR CHARGE HOSE AND CLAMPS CLEANED ENG. AND LOWER PARTS VERIFIED REPAIR

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		3C3Z-6D083-AA	GASKET		WARRANTY
	1		3C3Z-6701-AA	SEAL AS		WARRANTY
	1		6C3Z-6C640-A	CONNECT		WARRANTY
	2		6C2Z-6K786-AA	CLAMP		WARRANTY
	3		3100	DIESEL		WARRANTY
				TOTAL - PARTS		0.00

SUBLET----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
[redacted] [redacted] 03/06/07 RENTAL WARRANTY
TOTAL - SUBLET 0.00

JOB# 1 TOTALS----------
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J#[redacted]: SUSPENSION TECH(S):[redacted] INTERNAL
TEST DRIVE FOR STEERING WHEEL SHAKE, FRNT TIRE WOBBLE AND KNOCKING NOISE?

NO WORK PERFORMED DUE TO AFTERMARKET LIFT. CUSTOMER ADVISED THE BALL JOINT APPEAR LOOSE. WERE REPLACED AT N.C FORD ALREADY. ADVISED CUSTOMER TO RETURN TO SELLING DEALER FOR REPAIRS.

JOB# 2 TOTALS----------
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

COMMENTS----------
RENTAL PO# [redacted]

"Our Goal is Your Complete Satisfaction"

SERVICE DEPT. HOURS
MONDAY THRU FRIDAY
7:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

PARTS DEPT. HOURS
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

ESTIMATE ADDITIONAL REVISED
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

"BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENT THAT THE SMOG CHECK TEST INDICATES ARE NECESSARY."

X _____
CUSTOMER SIGNATURE

WARRANTY
ALL PARTS AND SERVICE WORK GUARANTEED [illegible] MONTHS OR 12000 MILES OR WHICHEVER OCCURS FIRST UNLESS CAUSED BY MISUSE, ABUSE OR PERSONAL DAMAGE. WE WILL REPAIR OR REPLACE AT OUR OPTION ANY DEFECTIVE PARTS OR LABOR.
ALL WORK MUST BE PERFORMED AT PERRY FORD OF POWAY

PERRY of Poway Ford
12740 Poway Road • Poway, CA 92064
858 748-1400 • FAX 858 748-4779
www.perryford.com
BAR # AA-231396 EPA # CAD 981997323

CUSTOMER NO. [redacted]

[redacted]
SAN DIEGO, CA [redacted]

RESIDENCE PHONE [redacted]

ADVISOR: TONY 874 | TAG NO. 898
LABOR RATE | LICENSE NO. | MILEAGE: 31,915
YEAR / MAKE / MODEL: 06/FORD TRUCK/F250/4 DOOR CREW
VEHICLE I.D. NO.: 1 F T S W 2 1 P 8 6 E [redacted]
P.T.E. NO. | P.O. NO.
COMMENT:

INVOICE DATE: 03/08/07 | INVOICE NO. [redacted]
COLOR: WHITE/ | STOCK NO.
DELIVERY DATE | DELIVERY MILES
SELLING DEALER NO. | PRODUCTION DATE
R.O. DATE: 03/06/07 | REPRINT# 1
MO: [redacted]

TOTALS----------

****
* CASH $ *
* ---------- *
* CHECK $ NO. *
* ---------- ---------- *
* VISA $ MASTERCARD $ *
* ---------- ---------- *
* CHARGE$ ACCOUNT NO. *
* ---------- ---------- *
* CASHIER INITIALS [ ] *
****

THANK YOU FOR YOUR BUSINESS !!!!

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

"Our Goal is Your Complete Satisfaction"

SERVICE DEPT. HOURS
MONDAY THRU FRIDAY
7:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

PARTS DEPT. HOURS
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

ESTIMATE ADDITIONAL REVISED
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

"BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENT THAT THE SMOG CHECK TEST INDICATES ARE NECESSARY."

X_____
CUSTOMER SIGNATURE

WARRANTY

ALL PARTS AND SERVICE WORK GUARANTEED [illegible] MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST UNLESS CAUSED BY MISUSE, ABUSE OR PERSONAL DAMAGE. WE WILL REPAIR OR REPLACE AT OUR OPTION ANY DEFECTIVE PARTS OR LABOR

ALL WORK MUST BE PERFORMED AT PERRY FORD OF POWAY.

[redacted]

PERRY of Poway Ford

12740 Poway Road • Poway, CA 92064
858 748-1400 • FAX 858 748-4779
www.perryford.com
BAR # AA-251396 EPA # CAD 981997323

CUSTOMER NO [redacted]
[redacted]
SAN DIEGO, C[redacted]
RESIDENCE PHONE [redacted]

ADVISOR: TONY | TAG NO.: 874 3327 | INVOICE DATE: 03/30/07 | INVOICE NO.: [redacted]
LABOR RATE | LICENSE NO. | MILEAGE: 32,875 | COLOR: WHITE/ | STOCK NO.
YEAR / MAKE / MODEL: 06/FORD TRUCK/F250/4 DOOR CREW | DELIVERY DATE | DELIVERY MILES
VEHICLE I.D. NO.: 1FTSW21P86E[redacted] | SELLING DEALER NO. | PRODUCTION DATE
F.T.E. NO. | P.O. NO. | R.O. DATE: 03/29/07
COMMENTS

JOB# 1 CHARGES ---------- MO: [redacted]

LABOR----------
OP-1 30FOZ: [redacted] SUSPENSION [redacted] TECH(S): 503 [redacted] WARRANTY

LAST TIME IN FRNT END CONCERN, SHAKING, WOBBLE AND KNOCKING
NOISE. WAS DIAG WITH BALL JOINT CONCERN---SEE HISTORY
AND ADVISE.
ROAD TEST VEHICLE VERIFIED CONCERN SHIMMY FRM FRONT
INTERM. RACKED VEHICLE TO CHECK FRT STEERING, SUSPENSION
FOUND GEAR BOX SECTOR SHAFT HAS EXCESSIVE PLAY
REPLACED GEARBOX AND BLEED SYSTEM. RE-ASSEMBLED ALL
TO PERFORMED RE-CHECK TO VERIFY REPAIR.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	7C3Z-3504-A	GEAR AS FOSTG-26		
	1	-W709296-S441	NUT		

TOTAL - PARTS 0.00 WARRANTY

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $100.00 (+TAX)
TOTALS----------

* CASH $ *
* CHECK $ NO. *
* VISA $ MASTERCARD $ *
* CHARGE$ ACCOUNT NO. *
* CASHIER INITIALS [ ] *

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS !!!!

CUSTOMER SIGNATURE

"Our Goal is Yo[redacted]
Complete Satisfaction

SERVICE DEPT. HOURS
MONDAY THRU FRIDAY
7:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

PARTS DEPT. HOURS
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

ESTIMATE ADDITIONAL REVISED
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

"BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENT THAT THE SMOG CHECK TEST INDICATES ARE NECESSARY."

X
CUSTOMER SIGNATURE

WARRANTY

ALL PARTS AND SERVICE WORK GUARANTEED 12 MONTHS OR 12,000 MILES OR WHICHEVER OCCURS FIRST UNLESS CAUSED BY MISUSE, ABUSE OR PERSONAL DAMAGE. WE WILL REPAIR OR REPLACE AT OUR OPTION ANY DEFECTIVE PARTS OR LABOR.

ALL WORK MUST BE PERFORMED AT PERRY FORD OF POWAY.

PERRY of Poway Ford
12740 Poway Road • Poway, CA 92064
858 748-1400 • FAX 858 748-4779
www.perryford.com
BAR # AA-231396 EPA # CAD 981997323

CUSTOMER NO. [redacted]

[redacted]
SAN DIEGO, CA [redacted]

ADVISOR: TONY | TAG NO: 874 3175 | INVOICE DATE: 04/05/07 | INVOICE NO: [redacted]
LABOR RATE | LICENSE NO | MILEAGE: 33,134 | COLOR: WHITE/ | STOCK NO
YEAR / MAKE / MODEL: 06/FORD TRUCK/F250/4 DOOR CREW | DELIVERY DATE | DELIVERY MILES
VEHICLE I.D. NO: 1FTSW21P86E[redacted] | SELLING DEALER NO | PRODUCT PA DATE
F.T.E. NO | P.O. NO | R.O. DATE: 04/02/07
RESIDENCE PHONE: [redacted] | COMMENTS: MO[redacted]

JOB# 1 CHARGES

LABOR
J# 1 30F0Z SUSPENSION TECH(S):503 WARRANTY
TEST DRIVE. CUSTOMER REPORTS ON ANY UNEVEN SURFACE, OR OVER BUMPS FRNT END SHAKES BAD
VERIFIED CONCERN FOUND CLUNK TYPE NOISE WHEN TURNING FRONT END SHUDDERS OVER BUMPS.FOUND DRAG LINK HAS EXCESSIVE PLAY
REPLACED DRAG LINK REASSEMBLED TEST DROVE VERIFIED REPAIR

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	6C3Z-3304-B	ROD ASY		
			TOTAL - PARTS		WARRANTY 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	91341	88259	04/02/07	RENTAL	
				TOTAL - SUBLET	WARRANTY 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

* CASH $ _____ *
* CHECK $ _____ NO. _____ *
* VISA $ _____ MASTERCARD $ _____ *
* CHARGE$ _____ ACCOUNT NO. _____ *
* CASHIER INITIALS [ ] *

THANK YOU FOR YOUR BUSINESS !!!!

_____
CUSTOMER SIGNATURE

"Our Goal is Your Complete Satisfaction"

SERVICE DEPT. HOURS
MONDAY THRU FRIDAY
7:00 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

PARTS DEPT. HOURS
MONDAY THRU FRIDAY
7:30 A.M. - 6:00 P.M.
SATURDAY
8:00 A.M. - 5:00 P.M.

ESTIMATE ADDITIONAL REVISED
I ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

"BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENT THAT THE SMOG CHECK TEST INDICATES ARE NECESSARY."

X _____
CUSTOMER SIGNATURE

WARRANTY

ALL PARTS AND SERVICE WORK GUARANTEED [illegible] MONTHS OR 12,000 MILES OR [illegible] OCCURS FIRST UNLESS CAUSED BY ACCIDENT, ABUSE OR PERSONAL DAMAGE. AS WE [illegible] OR REPLACE AT OUR OPTION ANY [illegible] PARTS OR LABOR.

ALL WORK MUST BE PERFORMED [illegible] PERRY FORD OF POWAY

NORTH COUNTY FORD VISTA
YOU CAN COUNT ON US!
450 WEST VISTA WAY · VISTA, CALIFORNIA 92083 · (760) 945-9900 · Fax (760) 945-9565
http://www.northcountyford.com · (800) 537-FORD

Motorcraft

PARTS HOURS MONDAY THRU FRIDAY 7:00 AM TO 9:00 PM
SATURDAY 8:00 AM - 4:00 PM

NOTICE TO CUSTOMER

POSITIVELY NO EXCHANGES WITHOUT THIS TICKET.
NO REFUNDS ON SPECIAL ORDERS. NO REFUNDS AFTER 10 DAYS. 20% HANDLING CHARGE ON ALL RETURNS, NO RETURNS ON ELECTRICAL PARTS. REFUND ON PURCHASES PAID BY CHECK ARE REFUNDED AFTER CHECK CLEARS.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
10 OCT 05		10 OCT 05		[redacted] 17:28

SOLD TO: ACCOUNT NO. 710
RETAIL LESS 10

PAGE 1 OF 1

SHIP TO: RETAIL LESS 10

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	9		CASH	VISTA, CA

ORD	SHP	B/O	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	SPO	F81Z*99112A15*AA	MAT - LOAD	155.24	139.72	139.72

PAID

Acc'd. .....

YOU KNOW HOW TO PAINT A ROOM REAL FAST? JUST PUT PAINT ROLLERS ON YOUR FEET AND SOMEHOW FIGURE OUT HOW TO SKATE UP THE WALLS AND ACROSS THE CEILING.

CUSTOMER'S SIGNATURE
X

PARTS	139.72
SUBLET	
FREIGHT	0.00
SALES TAX	10.83
TOTAL	$150.55

MISSION STATEMENT

To achieve superior results and an excellent reputation by earning TOTAL CUSTOMER SATISFACTION through honesty, fairness, and the creation of an environment for staff to achieve personal and career aspirations.

PERRY of Poway Ford
12740 Poway Road • Poway, CA 92064
858 748-1400 • FAX 858 748-4779
PARTS DIRECT 858 748-2057
www.perryford.com

PARTS DEPARTMENT HOURS.
MONDAY THRU FRIDAY 7:00 A.M. TO 6:00 P.M.
SATURDAY 8:00 A.M. TO 5:00 P.M.

NOTICE RETURN POLICY
NO REFUND WITHOUT THIS INVOICE.
NO REFUND AFTER 10 DAYS.
NO RETURN ON SPECIAL ORDER PARTS.
NO RETURN ON ELECTRICAL PARTS.
10% HANDLING CHARGE ON ALL RETURNS.
REFUND ON PURCHASES PAID BY CHECK ARE REFUNDED AFTER 10 BUSINESS DAYS.

CUST. NO.	TAX EXEMPT NUMBER	CUST. P.O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
1000				CRED CD	DON	09/30/06	[redacted]

BILL TO: RETAIL CUSTOMERS

SHIP TO:

QUANTITY SHIP	B.O.	PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
1	0	F81Z-9900038-AA LINER - FOF81Z-9	SP-ORD	392.64	185.00	185.00
1	0	FRAME FRAME	FC	26.59	24.95	24.95

NO RETURN ON ELECTRICAL OR SPECIAL ORDERED ITEMS.

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

X _____
AUTHORIZED SIGNATURE

SUBTOTAL	209.95
TAX	16.27
FREIGHT	0.00
PAY THIS AMOUNT	226.22

Server Name : AWS Production- Claims loaded through 04-JUL-2007

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 10-JUL-2007
Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 04-JUL-2007

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	7	*	*	*	*	SXX	SXX	V00	*	*

AWS Claim Key: 667186 **Doc #:** 18104201 **Trx Code:** 05E16 **Labor Hrs:** .7 **Labor Cost:** 56.85 **Material Cost:** 0 **Total Cost:** 56.85

Dlr Cd-Sub Cd: 01469-* **Name:** PERRY FORD **Ph:** 858-7481400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 23-MAR-2006 **DIST(Mile):** 11976

Cust Comments: RECALL 05E16

Tech Comments: RECALL 05E16B FOR .7 RECALIBRATE CNTRL MODULES AS PER RECALL

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	9	5R02	*	3600	*	S10	S10	V87	H21	42

AWS Claim Key: 979401 **Doc #:** 402041A **Trx Code:** E84 **Labor Hrs:** 3.2 **Labor Cost:** 265.92 **Material Cost:** 0 **Total Cost:** 265.92

Dlr Cd-Sub Cd: 00869-* **Name:** NORTH COUNTY FORD **Ph:** 760-9459900 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-MAY-2006 **DIST(Mile):** 17230

Cust Comments: CUSTOMER STATES VEH WONDERS ALL OVER FREEWAY STEERING WHEEL HAS A LOT OF PLAY (CHECK TSB FOR ISOLATION CONSER) AND ADVISE

Tech Comments: 17231 TSB 05 22 1 3.2 VERIFY CUSTOMER CONCERN, TSB 05 22 1 APPLIES INSPECT STEERING SYSTEM FOUND STEERING MESH LOW AND INSPECT DAMPNERS AND FASTNERS PER TSB ADJUST LOAD 052201A

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	11	5G03	5C3Z	3050	AB	S13	S10	V89	C50	42

AWS Claim Key: 1539133 **Doc #:** 407445A **Trx Code:** E84 **Labor Hrs:** 6.2 **Labor Cost:** 535.31 **Material Cost:** 245.36 **Total Cost:** 780.67

Dlr Cd-Sub Cd: 08481-* **Name:** NORTH COUNTY FORD **Ph:** *-* **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 26-JUL-2006 **DIST(Mile):** 20830

Cust Comments: CUSTOMER STATES ONGOING SINCE APRIL 2006 INTERMINT AND UNCONTROLLABLE STEERING WHEEL AND FRONT WHEEL SHAKE OCCURS WHILE DRVING CUSTOMER MEUST BRAKE TO SLOW VEH TO SLOW VEH DOWN TO

Tech Comments: 20830 FAULTY BALL JOINTS AND TSB 06 15 01 6.2 VERIFY CUSTOMER CONCERN ROAD TEST VEHICLE DOWN FREEWAY, INSPECT ALL FASTENERS RETORQUE AS NECE SSARY, FOUND LOWER BALL JOINTS LATERAL MOVEMENT BEYOND .030 TIE ROD AT PITMAN ARM LOOSE IN SOCKET REPLACE BOTH LOWER BALL JOINTS, LEFT TIE ROD AND PERFORM TSB 06 15 01 3049AE 3130AA 061501B

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTSW21P86E[redacted]	F7	T/F7	F	T/BC	T/BD	T/E	A1	T/BE	T/YB	25-05-05	09-09-05	171079	USA	11	6L11	*	28045A36	*	S08	S08	V71	B95	34

AWS Claim Key: 1539134 **Doc #:** 407445E **Trx Code:** E84 **Labor Hrs:** .3 **Labor Cost:** 100.9 **Material Cost:** 0 **Total Cost:** 100.9

Ctry

Dlr Cd-Sub Cd: 08481-* **Name:** NORTH COUNTY FORD **Ph:** *-* **St:** CA **Cd:** USA **Reg Cd:** NA **Repr Date:**26-JUL-2006 **DIST(Mile):**20830
Cust Comments: CUSTOMER STATES SINCE NEW REAR CENTER CONSOLE MATERIAL PULLING AWAY FROM CONSOLE AT BACK SEAT CONSOLE
Tech Comments: 20830 REMOVED REAR CENTER CONSOLE FOR REPAIR INSTALLED REAR CENTER CONSOLE AFTER REPAIR 1.0

1FTSW21P86E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 25-05-05 09-09-05 171079 USA 19 1D05 3C3Z 6D083 AA S11 S11 V44 L65 D8
AWS Claim Key: 3108077 **Doc #:** 19796501 **Trx Code:** E84 **Labor Hrs:** 6.1 **Labor Cost:** 514.79 **Material Cost:** 150.1 **Total Cost:** 664.89
Dlr Cd-Sub Cd: 01469-* **Name:** PERRY FORD **Ph:** 858-7481400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-MAR-2007 **DIST(Mile):**31915
Cust Comments: CUSTOMER REPORTS ENGINE OIL LEAK, COMING FROM POSS BACK OF ENGINE TRANS AREA?
Tech Comments: CHECK FOR OIL LEAK WITH ENG. OIL DYE AND BLACK LIGHT REMOVED TRANS. AND TRANSFER CASE FOUND REAR ENG. COVER GASKET LEAKI NG REPLACED REAR ENG. COVER GASKET AND REAR MAIN SEAL REINS TALLED ALL ALSO REPLACED HOT SIDE CAC AIR CHARGE HOSE AND CLAMPS CLEANED ENG. AND LOWER PARTS VERIFIED REPAIR

1FTSW21P86E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 25-05-05 09-09-05 171079 USA 19 5O01 7C3Z 3504 A S13 S05 V39 N50 42
AWS Claim Key: 3251847 **Doc #:** 19899001 **Trx Code:** E84 **Labor Hrs:** 1.7 **Labor Cost:** 143.46 **Material Cost:** 540.68 **Total Cost:** 684.14
Dlr Cd-Sub Cd: 01469-* **Name:** PERRY FORD **Ph:** 858-7481400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**29-MAR-2007 **DIST(Mile):**32875
Cust Comments: LAST TIME IN FRNT END CONCERN, SHAKING, WOBBLE AND KNOCKING NOISE, WAS DIAG WITH BALL JOINT CONCERN SEE HISTORY AND ADVISE.
Tech Comments: ROAD TEST VEHICLE VERIFIED CONCERN SHIMMY FRM FRONT INTERM. RACKED VEHICLE TO CHECK FRT STEERING, SUSPENSION FOUND GEAR BOX SECTOR SHAFT HAS EXCESSIVE PLAY REPLACED GEARBOX AND BLEED SYSTEM, RE ASSEMBLED ALL TO PERFORMED RE CHECK TO VERIFY REPAIR.

1FTSW21P86E[redacted] F7 T/F7 F T/BC T/BD T/E A1 T/BE T/YB 25-05-05 09-09-05 171079 USA 20 5N01 6C3Z 3304 B S13 S05 V39 N50 42
AWS Claim Key: 3355992 **Doc #:** 19918301 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** 50.63 **Material Cost:** 114.23 **Total Cost:** 164.86
Dlr Cd-Sub Cd: 01469-* **Name:** PERRY FORD **Ph:** 858-7481400 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-APR-2007 **DIST(Mile):**33134
Cust Comments: TEST DRIVE, CUSTOMER REPORTS ON ANY UNEVEN SURFACE, OR OVER BUMPS FRNT END SHAKES BAD
Tech Comments: VERIFIED CONCERN FOUND NOISE WHEN TURNING, FRONT END SHUDDERS OVER BUMPS, FOUND DRAG LINK HAS EXCESSIVE PLAY REMVED DRAG LINK REPLACED DRAG LINK AND RE ASSEMBLED TO PERFORMED RE TEST AND ROAD TEST TO VERIFY REPAIR

Any comments? You can contact

webmaster

PE07-057

FORD

2-4-2008

APPENDIX F

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