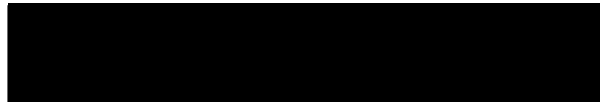


**INFORMATION Redacted PURSUANT TO THE FREEDOM OF  
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**



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

CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
RECEIVED AND FILED

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

TAIWO ADEAGA  
1434 Genesee Street  
Hamilton, NJ 08610

SEP 8 2007

SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY

v.

*Sue Regan*

SUE REGAN  
DEPUTY CLERK OF SUPERIOR COURT

CIVIL ACTION

FORD MOTOR COMPANY  
C/O CT Corporation  
820 Bear Tavern Road, Suite 350  
West Trenton, NJ 08628

NO. *MER-L-2401-07*

### COMPLAINT

1. Plaintiff, Taiwo Adeaga, is an adult individual citizen and legal resident of the State of New Jersey, 1434 Genesee Street, Hamilton, NJ 08610.
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 30, 2007, Plaintiff purchased a used 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMDA582X4BA30477.
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 \$26,614.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. 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 hesitates from stop; when in drive vehicle doesn't move; shifter bangs; delayed engagement; vehicle missing while driving and faulty transmission. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

**COUNT I**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

12. 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).

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
17. 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.
18. 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.
19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
20. 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.
21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
22. 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.
23. 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.

24. 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.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

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

**COUNT II**  
**UNIFORM COMMERCIAL CODE**

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

29. 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.

30. 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.

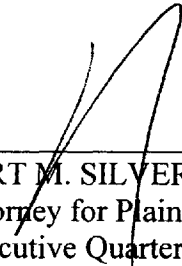
31. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

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

33. 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.

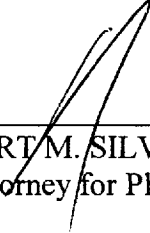
KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856) 429-8334

**JURY-DEMAND**

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION OF NOTICE**

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on

KIMMEL & SILVERMAN, P.C.

By: \_\_\_\_\_

  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff



**NEW JERSEY**

**Retail Installment Contract - Simple Interest**

**Parties**

Contract Date 06/30/2007

**Creditor/Seller**

Name HAMILTON CHRYSLER, INC.

Address 1240 HIGHWAY 33

HAMILTON SQUARE, NJ 08690

Name \_\_\_\_\_

Billing Address 1434 GENESEE ST

TRENTON, NJ 08610  
(Include County)

Unless otherwise specified, "you" and "your" refer to the Buyer (and Co-Buyer), and "we" and "us" refer to the Creditor/Seller, listed above in section labeled Parties. The vehicle described below, in the section labeled Vehicle and Trade-in Information, is referred to as "vehicle." After being quoted both a cash ("Cash Price", below) and credit price ("Total Sale Price", below) for the vehicle, you have chosen to buy the vehicle on credit. You agree to the terms and conditions on the front and back of this contract. You also acknowledge delivery and acceptance of the vehicle.

**Type of Retail Installment Contract**

Standard  Balloon Payment  Fixed Value

You understand that no matter which box is checked, this is not a lease. If the Fixed Value box is checked and you exercise your right to terminate this contract in section 15 on the back of this contract, the vehicle turn-in deduction and excess mileage deduction as described in section 15 are as follows: (1) for any miles that the vehicle is driven in excess of N/A miles per year, the excess mileage deduction is N/A per mile. The vehicle's current odometer reading is N/A.

**Federal Truth-in-Lending Disclosures**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. <u>7.99%</u>	<b>FINANCE CHARGE E*</b> The dollar amount the credit will cost you. <u>N/A</u>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. <u>N/A</u>	<b>Total of Payments E*</b> The amount you will have paid after you have made all payments as scheduled. <u>N/A</u>	<b>Total Sale Price E*</b> The total cost of your purchase on credit, including your down payment of \$ <u>2,000.00</u>
--	---	---	---	--

**Payment Schedule** Your payment schedule will be:

Number of Payments	Amount of Each Payment	First Payment Date (Beginning Date of Payment)
<u>74</u>	<u>321.52</u>	<u>08/01/2007</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>Final Payment</b>	<b>Amount of Final Payment</b>	<b>Due Date of Final Payment</b>
	<u>321.52</u>	<u>10/01/2013</u>

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

**Security Interest.** The creditor has a security interest in the vehicle described in this contract.

**Additional Information.** See the back of this contract for information about security interest, nonpayment, default, repossession, and prepayment terms and conditions.

**Vehicle and Trade-in Information**

**1. VEHICLE DESCRIPTION**

New  Used VIN 2FMDA582X4BA30477

2004 FORD FREESTAR  
Year Make Model

**2. PRIMARY INTENDED USE**

Personal  Commercial  Agricultural  \_\_\_\_\_

If no box is checked, or if Personal box is checked, you agree to use the vehicle for personal, family, or household purposes.

**3. TRADE-IN DESCRIPTION**

2000 MAZDA 7  
Year Make Model

**Summary of Insurance and Other Coverages (cont'd.)**

**6. OPTIONAL CREDIT INSURANCE AND OTHER OPTIONAL INSURANCE OR COVERAGE.**

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

**Optional Insurance Coverage**

Credit life and credit disability insurance end on the original due date of the last payment due under this contract.

Credit Life

N/A  
Insurer

N/A  
Buyer's Signature



**4. ITEMIZATION OF AMOUNT FINANCED**

**a. Cash Price**

- (i) Vehicle (including accessories, delivery, installation charges, if any) ...\$ 18995.00
- (ii) Sales Tax .....\$ 879.46
- (iii) Documentary Service .....\$ 0.00
- (iv) Service Contract (optional) ...\$ N/A
- (v) Cash Price .....\$ 19874.46

**b. Downpayment**

- (i) Cash Downpayment .....\$ 2500.00
- (ii) Manufacturer's Rebate .....\$ N/A
- (iii) Gross Allowance on Trade-in  
\$ 7797.71
- (iv) Pay-off on Trade-in  
\$ 7797.71
- (v) Net Allowance on Trade-in .....\$ N/A
- (vi) Downpayment .....\$ 2500.00  
If less than \$0, disclose on Line c(i) and enter \$0 for the Downpayment.

**c. Unpaid Balance of Cash Price .....\$ 17483.46**

- (i) Unpaid Trade-in Lien Amount to be Financed .....\$ N/A  
Paid to: N/A

**d. Other Charges Including Amounts Paid to Others on Your Behalf\***

- (i) Paid to Public Officials for:
  - (a) Other Taxes .....\$ N/A
  - (b) Filing Fees .....\$ N/A
  - (c) License Fees .....\$ N/A
  - (d) Certificate of Title Fees ...\$ N/A
  - (e) Registration Fees .....\$ 79.50
  - (f) Tire Management Fee .....\$ N/A
- (ii) Paid to: DAIMLER CHRYSLER  
For: SERVICE CONT .....\$ 986.41
- (iii) Paid to: N/A  
For: N/A .....\$ N/A
- (iv) Paid to: \*  
For: ERP .....\$ 400.00
- (v) Paid to: N/A  
For: N/A .....\$ N/A
- (vi) Paid to: N/A  
For: N/A .....\$ N/A
- (vii) Paid to Insurance Companies for:
  - (a) Optional Credit Life .....\$ N/A
  - (b) Optional Credit Accident & Health .....\$ N/A
  - (c) Optional .....\$ N/A
  - (d) Optional .....\$ N/A

(viii) Subtotal .....\$ 1845.91

**e. Amount Financed .....\$ 18929.37**

\* Seller may be retaining a portion of these amounts.  
\*\* You have a right to a written itemized price for each specific documentary service which is to be performed.

**Summary of Insurance and Other Coverages**

**5. REQUIRED VEHICLE INSURANCE**

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

Credit Disability

Premium N/A

N/A  
Insurer

N/A  
Insured(s)

N/A  
Buyer's Signature

N/A  
Co-Buyer's Signature

Type ERP

400.00  
Premium/Cost

75  
Term

CHRYSLER  
Insurer/Provider

TAHO ADEGA  
Insured(s)/Beneficiary

Indeog  
Buyer's Signature

Type N/A

N/A  
Premium/Cost

N/A  
Term

N/A  
Insurer/Provider

N/A  
Insured(s)/Beneficiary

N/A  
Buyer's Signature

N/A  
Co-Buyer's Signature

**Signatures**

**NOTICE TO RETAIL BUYER**

**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 ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS RETAIL INSTALLMENT CONTRACT. IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT, INCLUDING THE IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY ON THE BACK OF THIS CONTRACT.**

X Indeog  
Buyer Signs

X \_\_\_\_\_  
Co-Buyer Signs

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

**SELLER**

**By signing below, the Seller accepts this contract and assigns it**

**("Assignee") subject to the terms and conditions of the Retail Installment Contract and Lease Program Agreement between Seller and DaimlerChrysler Financial Services Americas LLC. Seller further warrants and represents that Buyer is purchasing the vehicle for Buyer's or Co-Buyer's use.**

HAMILTON CHRYSLER, INC.  
Seller Signs

By

Title

**INSURANCE VERIFICATION**

Seller (or Dealer) has verified that the insurance coverage described in Section 11 is in force on the date of this contract.

NATURE  
Insurance company

Policy No.

00060512

Insurance coverage verified  
Employee of Seller/Dealer please initial

RECIPEDICAL MGMT CORP  
Insurance agent

800-229-9151

214 CARNEGIE CTR STE 101  
Address

Phone number



2169

33515

Haldeman Ford

HAMILTON CHRYSLER  
1240 HIGHWAY 33  
TRENTON, NJ 08690-2799  
HOME: BUS: 609-586-2011

\*INVOICE\*

640 Route 130 & Hickory Corner  
PO Box 1510  
East Windsor, NJ 08520  
www.haldemanonline.com  
(609) 448-0940

PAGE 1

SERVICE ADVISOR: 925 AMY L UPIJKE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	04	FORD FREESTAR	2FMDA582X4BA30477		29330/29347		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN04 IS			17:00 03JUL07	000	0.00	CASH	06JUL07

R.O. OPENED READY OPTIONS ENG: 4.2 Liter EFI

16:57 03JUL07 13:46 06JUL07

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUST STATES	VEHICLE IS	HESITANT TO	MOVE FROM A	STOP		

CAUSE: NPF

7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS  
- DIAGNOSIS (7000) - L  
667 WFRD

(N/C)

FC: PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
9095

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

UNABLE TO DUPLICATE, NO CODES, NO PROBLEM FOUND

\*\*\*\*\*

\*\*\* Thankyou for your business. You may \*\*\*  
\*\*\* receive a survey from Ford concerning \*\*\*  
\*\*\* your recent service visit. If you can \*\*\*  
\*\*\* not give us a "Completely satisfied" \*\*\*  
\*\*\* on this survey, then please call \*\*\*  
\*\*\* Joe Taras, Service Director at \*\*\*  
\*\*\* 609-448-0940 XT. 42. \*\*\*

SEE REVERSE SIDE FOR WARRANTY

Thank you, we appreciate your business!

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
PRODUCTIBLE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DISCOUNTS	0.00
SALES TAX	0.00
PL	
TH	0.00



2169

33790

### Haldeman Ford

HAMILTON CHRYSLER  
1240 HIGHWAY 33  
TRENTON, NJ 08690-2799  
HOME: BUS: 609-586-2011

\*INVOICE\*

640 Route 130 & Hickory Corner  
PO Box 1510  
East Windsor, NJ 08520  
www.haldemanonline.com  
(609) 448-0940

PAGE 1

SERVICE ADVISOR: 925 AMY L UPDIKE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	04	FORD FREESTAR	2FMDA562X4E		29432/29458	T891	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN04 IS			17:00 16JUL07	22	0.00	CASH	17JUL07

R.O. OPENED      READY      OPTIONS:      ENG: 4.2 Liter EFI

15:26 16JUL07      14:41 17JUL07

LINE OPCODE TECH TYPE HOURS

A CUST STATES PUT IN DRIVE WON'T MOVE, PLAY W/ SHIFTER IT BANGS

CAUSE:

07 TRANSMISSION

667 IPS

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00	(N/C)
--------	------	--------	------	--------	------	---------------	------	-------

NO PROBLEM FOUND, UNABLE TO DUPLICATE CONCERN

\*\*\*\*\*

\*\*\* Thankyou for your business. You may \*\*\*  
 \*\*\* receive a survey from Ford concerning \*\*\*  
 \*\*\* your recent service visit. If you can \*\*\*  
 \*\*\* not give us a "Completely satisfied" \*\*\*  
 \*\*\* on this survey, then please call \*\*\*  
 \*\*\* Joe Taras, Service Director at \*\*\*  
 \*\*\* 609-448-0940 XT.42. \*\*\*

SEE REVERSE SIDE FOR WARRANTY

Thank you, we appreciate your business!

CUSTOMER SIGNATURE \_\_\_\_\_

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
DEDUCTIBLE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

66320

63557



# HALDEMAN

607 N.J. HWY. 33  
HAMILTON TOWNSHIP, N.J. 08619  
SERVICE HOTLINES  
(609) 586-3206 (609) 586-0176  
(609) 586-3348

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 270 ANTHONY DORSEY

TRENTON, NJ  
HOME

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	04	FORD FREESTAR	2FMDA582X4E		29663/29668		
DEL DATE	PRGD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01JAN04 IS			20:00 13AUG07		89.95	CASH	13AUG07
R.O. OPENED	READY	OPTIONS: ENG:4.2_Liter_EFI					
08:50 31JUL07	11:37 13AUG07						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CHECK FOR DELAYED ENGAGEMENT. PARK TO DRIVE CAUSE:							
061410A TSB 06-14-10 FOR WATER INTRUSION IN PCM							
				228			(N/C)
				1			(N/C)
				1			(N/C)
				1			(N/C)
				1			(N/C)
7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS							
- DIAGNOSIS (7000) - L							
				228			(N/C)
7000F2 AUTOMATIC TRANSMISSION PIN POINT TEST -							
DIAGNOSIS - L							
				228			(N/C)
FC: PART#: COUNT:							
CLAIM TYPE:							
AUTH CODE:							

\*\*\*\*\*

B VEHICLE MISSING WHILE DRIVING							
CAUSE: FAULTY PCM							
12650D EEC (QUICK TEST) - DIAGNOSIS - L							
				228			(N/C)
				1			(N/C)
CORE CHARGE W							
				12650D6			(N/C)
POWERTRAIN CONTROL MODULE (PCM) - REPLACE							
(12A650/12B565) - L							
				228			(N/C)
				12650D45			(N/C)
PIN POINT TEST - DIAGNOSIS - L							
				228			(N/C)
				12650D47			(N/C)
RELATIVE COMPRESSION/POWER BALANCE							
TEST - L							
				228			(N/C)
12650D55 IGNITION SYSTEM - DIAGNOSIS - L							

SEE REVERSE SIDE FOR WARRANTY

*Thank You. We appreciate your business!*

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	

CUSTOMER COPY

Reynolds and Reynolds CC627534 Q (12/03)

66320

6 3 5 5 7



# HALDEMAN

607 N.J. HWY. 33  
HAMILTON TOWNSHIP, N.J. 08619  
SERVICE HOTLINES  
(609) 586-3206 (609) 586-0176  
(609) 586-3348

\*INVOICE\*

PAGE 2

TRENTON, NJ  
HOME

SERVICE ADVISOR: 270 ANTHONY DORSEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	04	FORD FREESTAR	2FMDA582X4B		29663/29668		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN04 IS			20:00 13AUG07		89.95	CASH	13AUG07
H.O. OPENED		READY	OPTIONS: ENG:4.2 Liter EFI				
08:50 31JUL07		11:37 13AUG07					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		228	WFRD				(N/C)
	12650D80	DCL	DISPLAY/PID MONITOR - TEST - L				(N/C)
		228	WFRD				(N/C)
	12650D81	RECORDER/MONITOR ROAD TEST - DIAGNOSIS -					(N/C)
		L					(N/C)
		228	WFRD				(N/C)
	12650DX1	EEC (QUICK TEST) - DIAGNOSIS - L EXTRA					(N/C)
		TIME TO REPEAT FINAL QUICK TEST					(N/C)
		228	WFRD				(N/C)
FC: PART#: COUNT:							
CLAIM TYPE:							
AUTH CODE:							

FELT CONCERN ON ROAD TEST, PERFORMED DIAGNOSTIC , PID, DATA RECORD, IGNITION, POWER BALANCE, MONITOR ROAD, PIN POINTED TO FAULTY PCM, REPLACED AND UPDATED CALIBRATION, RETESTED OK AT THIS TIME

\*\*\*\*\*

SEE REVERSE SIDE FOR WARRANTY

*Thank You, We appreciate your business!*

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
<b>PLEASE PAY THIS AMOUNT</b>	<b>0.00</b>



# HALDEMAN

607 N.J. HWY. 33  
HAMILTON TOWNSHIP, N.J. 08619  
SERVICE HOTLINES  
(609) 586-3206 (609) 586-0176  
(609) 586-3348

66320

64194

\*INVOICE\*

TRENTON, NJ  
HOME

PAGE 1

SERVICE ADVISOR: 270 ANTHONY DORSEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	04	FORD FREESTAR	2FMDA582X4B		29684/29717		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
01JAN04 IS			20:00 24AUG07		89.95	CASH	24AUG07
R.O. OPENED	READY	OPTIONS: ENG:4.2 Liter EFI					
15:30 15AUG07	16:42 24AUG07						

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

A CUSTOMER STATES THE TRANSMISSION WILL NOT ENGAGE PROPERLY INTO DRIVE  
CAUSE: FAULTY CONVERTER AND VALVE BODY

15A PERFORMED DIAGNOSTIC AND PIN POINTED FAULTY

TORQUE CONVERTER AND VALVE BODY, RECEIVED

AUTH TO INSTALL FORD REMAN UNIT #16646173

228 CFA

1205.86 1205.86

1 4F2Z\*7C00\*ABRM REMAN AUTOMATIC TRANSMISSION

A

2119.32 2119.32 2119.32

AUTH FOR FLUID (LISTED UNDER SHOP SUPPLIES/INCI DENTALS/MISC CATEGORY)

\*\*\*\*\*

B FREE---PERFORM QUALITYCARE MULTI-POINT INSPECTION

99P FREE---PERFORM QUALITYCARE MULTI-POINT

INSPECTION

228 CFA

0.00 0.00

CHRYSLER WARRANTY #800-521-9922 (OPTION 4,2) AN D RECEIVED AUTH

#16646173 FOR \$3265.86, FAX TO 248-512-7609 FOR PAYMENT (48 HOUR

RESPONSE TIME )

\*\*\*\*\*

C\*\* DID NOT DIAGNOS AT THIS TIME- \$95.00 TO DIAGNOS IF NOT COVERED.

CUSTOMER STATES BUTTON ON DOOR REMOTE WON'T OPEN DOOR IN BACK

17A A ELECTRICAL DIAG

228 IPS

(N/C)

WASTE DISPOSAL/SHOP SUPPLIES (fluid)

12.50

*Outpays  
107.00 pd ML  
8/28/07*

SEE REVERSE SIDE FOR WARRANTY

*Thank You, We appreciate your business!*

CUSTOMER SIGNATURE \_\_\_\_\_

DESCRIPTION	TOTALS
LABOR AMOUNT	1205.86
PARTS AMOUNT	2119.32
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	12.50
TOTAL CHARGES	3337.68
LESS INSURANCE	0.00
SALES TAX	7.88
PLEASE PAY THIS AMOUNT	3345.56





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 PLAINTIFFS

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

SIDNEY L. BROWN AND  
MELISSA A. BROWN  
11 Hillside Road  
Royersford, PA 19468

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

v.

CIVIL ACTION

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

**COMPLAINT**  
**CODE: 1900**

1. Plaintiffs, Sidney L. Brown and Melissa A. Brown, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 11 Hillside Road, Royersford, PA 19468.
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 February 28, 2004, Plaintiffs purchased a new 2004 Ford-Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA52254BA78144.
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 \$31,635.19. 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. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. 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).

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

13. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

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

16. On or about February 28, 2004, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

20. 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 thirty (30) 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. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: excessive stalling; losing power; defective idler control. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. 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 as required by 73 P.S. § 1957.

26. Plaintiffs aver 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.

27. Plaintiffs aver 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.

28. Plaintiffs have 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).

29. Pursuant to 73 P.S. § 1958, 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**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

31. Plaintiffs are "Consumers" 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. Plaintiffs have 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, 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.

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

42. 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**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

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

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

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

46. 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."

47. 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.

48. 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.

49. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

50. 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.

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

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

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

KIMMEL & SILVERMAN, P.C.

By:

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiffs

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

# VERIFICATION

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



---

ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiffs



JOHN KENNEDY FORD LINCOLN MERC, INC.  
 3189 W. RIDGE PIKE  
 POTTSTOWN PA 19464  
 (610)495-7100

Deal 37610 Cust NONE Date 02/28/04  
 I, SIDNEY L BROWN & MELISSA A BROWN Res. Phone. (610)792-4500 (610)948-109  
 Address 11 HILLSIDE RD ROYERSFORD PA 19468 S.S.# [REDACTED]  
 agree to purchase from JOHN KENNEDY FORD LINCOLN MERC, INC. the vehicle described below. New  Used  Demo   
 Year 2004 Make FORD TRUCK Model FREESTAR Cylinder 6 Ext Color MED STEEL BLUE FLINT LB C  
 Stock No. 31073 Serial No. 2FMZA52254BA78144

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT SALE.  "AS IS" THE MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

**USED TRADE-IN**  
 MAKE OF TRADE-IN CHEVROLET MILEAGE 91534  
 YEAR 1997 MODEL 4 DOOR SEDAN LUMINA  
 SERIAL NO. 261WL52M3V9137549  
 BALANCE OWED TO  
 ADDRESS  
 PHONE  
 ACCT. #  
 PAYOFF GOOD TILL  
 PAYOFF GIVEN BY

PRICE OF VEHICLE	29112.19
PRICE ADJUSTMENT	1395.00
ADDITIONAL EQUIP	NONE
ALARM	NONE
SERVICE CONTRACT	NONE
PAINT SEALANT	299.00
UNDERCOAT	200.00
FABRIC PROTECTION	229.00
GAP PROTECTION	400.00

**USED TRADE-IN**  
 MAKE OF TRADE-IN MILEAGE NONE  
 YEAR MODEL  
 SERIAL NO.  
 BALANCE OWED TO  
 ADDRESS  
 PHONE  
 ACCT. #  
 PAYOFF GOOD TILL  
 PAYOFF GIVEN BY

TOTAL PRICE	31635.19
MANUFACTURERS REBATE	1144.00
TRADE IN VALUE	1500.00

**INSURANCE INFORMATION**  
 AGENT FREESE  
 ADDRESS  
 CITY & STATE PHOENIXVILLE PA 19460  
 PHONE (610)933-4950  
 INSURANCE TRAVELERS  
 POLICY NO. 027857653  
 INSURANCE VERIFIED  
 EFFECTIVE DATES FROM 10/24/03 TO 04/24/04

TOTAL TAXABLE AMOUNT	28991.19
SALES TAX	1739.47
DOCUMENT FEES	NONE
ON LINE REGISTRATION FEES	NONE
REGISTRATION AND/OR TRANSFER FEE	6.00
TITLE FEE	22.50
ENCUMBRANCE FEE	5.00
DUPLICATE FEE	NONE
PENNA TIRE TAX	5.00
TEMPORARY TAG FEE	NONE
TRADE PAYOFF AMOUNT	NONE

TOTAL AMOUNT DUE	30769.16
LESS CASH DUE	NONE
AMOUNT DUE OR FINANCED	30769.16
60 PAYMENTS OF 512.81 TO FORD MOTOR CREDIT COMPANY	

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO THE PURCHASER WITH SUCH A VEHICLE OR CHASSIS AND HEREBY MADE PART OF HEREOF AS THOUGH FULLY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH A NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF A USED VEHICLE OR CHASSIS, THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH A WARRANTY. ASK SALES PERSON FOR A COPY OF COMPLETE WARRANTY.  
 THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OF THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED 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 DEALER. WE CANNOT INCREASE THE CONTRACT PRICE OF A MOTOR VEHICLE AFTER THE CONTRACT HAS BEEN ACCEPTED BY THE COMMONWEALTH WHICH: REQUIRES THE ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES; OR IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO REVALUATION OF THE UNITED STATES DOLLAR VIS-A-VIS THE CURRENCY OF THE COUNTRY OF MANUFACTURE; HOWEVER WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE IN VEHICLE IF THE DEALER CAN ESTABLISH THAT THE VEHICLE HAS SUFFERED DAMAGE OF SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY TO THE DEALER, OR UNLESS PARTS OR ACCESSORIES, OR BOTH, INCLUDING TIRES, HAVE BEEN REMOVED OR REPLACED WITH PARTS OR ACCESSORIES OF INFERIOR QUALITY.  
 I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND HEREBY ACKNOWLEDGE A COPY OF THIS ORDER.

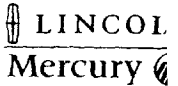
DEALER AUTHORIZED SIGNATURE [Signature] DATE 02/28/04 CU  
 HARVEY GENE BLANK  
 ALL-STATE LEGAL PLAINTIFF'S EXHIBIT A  
 [Signature] DATE 02/28/04  
 [Signature] DATE 02/28/04

**QualityCare**  
at your service

**JOHN KENNEDY**

**POTTSTOWN**  
FORD - LINCOLN - MERCURY  
3189 W. Ridge Pike  
Pottstown, PA 19464  
PHONE 610-495-7100  
FAX 610-495-5825  
kennedyauto.com

WE ACCEPT ALL MAJOR CREDIT CARD:



CUSTOMER NO. 54508	ADVISOR RYAN POSHEFKO	TAG NO. 908	INVOICE DATE 08/11/05	INVOICE NO. FDCS189078
SIDNEY L BROWN 11 HILLSIDE RD ROYERSFORD, PA 19468	YEAR/MAKE/MODEL DJB8987	MILEAGE 17877	SALES TAX MED STEEL B	WARRANTY MILES 31073
RESIDENT PHONE 610-948-1092	ONE FORD, FORD, FREESTAR, FREESTAR SEL 2FWZA52254B A 7 8 1	DEALER NO. 072807	PRODUCTION DATE	
BUSINESS PHONE 610-476-5843	COMMENTS	R. O. DATE 08/10/05		

LABOR & PARTS  
J# 1 09FOZ01

EMISSION/FUEL SYS. TECH(S):55727  
TOWED IN ENGINE SHUT OFF, CRANK NO START--LET SIT 15 MIN THEN RESTARTED OK  
SEE DEBBIE--CUSTOMER LEAVING ON VACA  
NO CEL LIGHT HAS COME ON  
TECH PERFORMED NGS TEST AND FOUND NO CODES--PERFORMED KOER/KOE0 TESTS AND FOUND NO CONTINUOUS MEMORY CODES  
CHECKED MODE 6 DATA--NO PROBLEMS FOUND--TECH PERFORMED EVTM MONITORS TO CHECK GROUNDS AND FOUND NO FAULTS--ALL GROUNDS TIGHT--REMOVED COWL PANEL TO GAIN ACCESS TO PCM AND GROUND # G104---CHECKED OK--FOLLOWED WARRANTY GUIDES AND CALLED HOTLINE---HOTLINE ADVISED TO CHECK PCM CONNECTION FOR WATER---CHECKED OK...ALSO ADVISED TO CHECK GROUND G305 AND RELOCATE GROUND G104 TO SHOCK TOWER---TECH CHECKED GROUND G305 FOR FUEL PUMP---CHECKED OK  
TECH RELOCATED GROUND G104 TO SHOCK TOWER PER HOTLINE AND REASSEMBLED VEHICLE---RETEST DROVE 10 MILES---VEHICLE IS OPERATING AS DESIGNED AT THIS TIME

WARRANTY

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

THANK-YOU, WE APPRECIATE YOUR BUSINESS.

JOHN KENNEDY FORD-LINCOLN-MERCURY RECOMMENDS FUEL FILTER REPLACEMENT EVERY 15,000 MILES...

YOUR VEHICLE IS PARKED IN SPOT # .....

\*\*\*\*\*  
\* VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM \*  
\*\*\*\*\*

**SERVICE DEPARTMENT HOURS**

Mon.-Fri.: 7:30 a.m. - 6:00 p.m.  
Saturday: 7:30 a.m. - 3:30 p.m.

**YOUR NEXT Quality Car APPOINTMENT**

IS \_\_\_\_\_

**LIMITED LABOR WARRANTY**

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THE REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES 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.

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 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 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.

*Thank You,  
We appreciate  
your business!*



# JOHN KENNEDY

WE ACCEPT ALL MAJOR CREDIT CARDS

**QualityCare**  
at your service

**POTTSTOWN**  
FORD - LINCOLN - MERCURY  
3189 W. Ridge Pike  
Pottstown, PA 19464  
PHONE 610-495-7100  
FAX 610-495-5825  
kennedyauto.com



LINCOLN  
Mercury

CUSTOMER NO. 54508	ADVISOR DEBORAH WAGNER	TAG NO. 228	INVOICE DATE 10/23/04	INVOICE NO. 1005197837
RESIDENCE PHONE ROYERSEOR, PA	BUSINESS PHONE	YEAR / MAKE / MODEL 9780	SALES ALER NO. MED STEEL B	PRODUCTION MILES 39078
COMMENTS		R. O. DATE 10/23/04		

LABOR & PARTS  
J# 1 24FOZFREE LIFETIME OIL CHANGE TECH(S):48493 INTERNAL  
LIFETIME OIL CHANGE  
ADVISE CUSTOMER ON MULTI POINT AND TIRE ROTATE  
YOU SAVED APPROX. \$12.50 WITH KENNEDY LIFETIME OIL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	FL-400-S	FILTER ASY	6.50
JOB # 1 TOTAL PARTS				6.50
JOB # 1 TOTAL LABOR & PARTS				6.50

G.O.G. & SUPPLIES  
JOB # 1 5.8 OIL @ /UNIT TOTAL - GOG INTERNAL 0.00

**SERVICE DEPARTMENT HOURS**

Mon.-Fri.: 7:30 a.m. - 6:00 p.m.  
Saturday: 7:30 a.m. - 3:30 p.m.

**YOUR NEXT Quality Care APPOINTMENT**

IS \_\_\_\_\_

**LIMITED LABOR WARRANTY**

THE REPAIR FACILITY GUARANTEES THE LABO USED IN PERFORMING THE REPAIRS LISTED ON T REPAIR ORDER FOR A PERIOD OF 12 MONTHS ( 12,000 MILES FROM THE DATE SUCH REPAIRS WVE COMPLETED. THIS LIMITED WARRANTY SPECIFICAL EXCLUDES FRONT END ALIGNMENTS, ELECTRIC WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DA TO CONTAMINATION. THIS LIMITED WARRANTY EXTENDED TO THE VEHICLE OWNER/CUSTOMER AI IS NOT TRANSFERABLE TO, NOR ENFORCEABLE B ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONI WARRANTIES APPLYING TO THIS PART(S) ARE THOI WHICH MAY BE OFFERED BY THE MANUFACTURER( THE SELLING DEALER HEREBY EXPRESSI DISCLAIMS ALL WARRANTIES, EITHER EXPRESS C IMPLIED, INCLUDING ANY IMPLIED WARRANTY C MERCHANTABILITY OR FITNESS FOR A PARTICULA PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZI ANY OTHER PERSON TO ASSUME FOR IT AN LIABILITY IN CONNECTION WITH THE SALE OF TH PART(S) AND/OR SERVICE. BUYER SHALL NOT E ENTITLED TO RECOVER FROM THE SELLING DEALE ANY CONSEQUENTIAL DAMAGES, DAMAGES T PROPERTY, DAMAGES FOR LOSS OF USE, LOSS C TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHI INCIDENTAL DAMAGES, IN ADDITION, EXPRESSL EXCLUDED IS ANY DEALER LIABILITY FOR DEFECT PERTAINING TO SAFETY OR PERFORMANCE, BY WA OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

COMMENTS  
WAIT 8AM

**TOTALS**

THANK-YOU, WE APPRECIATE YOUR BUSINESS.

TOTAL LABOR	0.00
TOTAL PARTS	6.50
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.39
<b>TOTAL INVOICE \$</b>	<b>6.89</b>

JOHN KENNEDY FORD-LINCOLN-MERCURY RECOMMENDS FUEL FILTER REPLACEMENT EVERY 15,000 MILES...

YOUR VEHICLE IS PARKED IN

SPOT # 26

\*\*\*\*\*  
\* VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM \*  
\*\*\*\*\*

CUSTOMER SIGNATURE



10/24/04  
Paid  
Cash  
MM

*Thank You,  
We appreciate  
your business!*



# JOHN KENNEDY

## POTTSTOWN

FORD - LINCOLN - MERCURY

3189 W. Ridge Pike

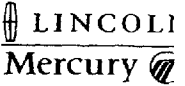
Pottstown, PA 19464

PHONE 610-495-7100

FAX 610-495-5825

kennedyauto.com

WE ACCEPT ALL MAJOR CREDIT CARDS



CUSTOMER NO. 54508	ADVISOR STEVE VON ALST	TAG NO. L153709	INVOICE DATE 07/18/04	INVOICE # R003193662
RESIDENCE PHONE ROYERSEORD, PA	YEAR / MAKE / MODEL 2004 FORD BRUCKER	MILEAGE 5944	ALER NO. 02/28/04	PRODUCTION DATE 12/07/03
BUSINESS PHONE	COMMENTS 2FMZA52254BA		R. O. DATE 07/15/04	

LABOR & PARTS J# 1 09FOZ01 EMISSION/FUEL SYS. TECH(S): 51568 WARRANTY  
 CUSTOMER STATES THAT THE VEHICLE STALLED ONCE THEY HAD IT TOWED  
 REPAIRED CONNECTOR AT PCM AND INSTALLED DIELECTRIC GREASE PER HOTLINE  
 JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS  
 THANK-YOU, WE APPRECIATE 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

JOHN KENNEDY FORD-LINCOLN-MERCURY RECOMMENDS FUEL FILTER REPLACEMENT EVERY 15,000 MILES...

YOUR VEHICLE IS PARKED IN SPOT # 30

\*\*\*\*\*  
 \* VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM \*  
 \*\*\*\*\*

CUSTOMER SIGNATURE

### SERVICE DEPARTMENT HOURS:

Mon.-Fri.: 7:30 a.m. - 6:00 p.m.  
 Saturday: 7:30 a.m. - 3:30 p.m.

### YOUR NEXT Quality Car APPOINTMENT

IS \_\_\_\_\_

### LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THE REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES 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.

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 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 THE 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.

*Thank You,  
 We appreciate  
 your business!*



**QualityCare**  
at your service

**JOHN KENNEDY**

**POTTSTOWN**

FORD - LINCOLN - MERCURY

3189 W. Ridge Pike

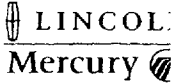
Pottstown, PA 19464

PHONE 610-495-7100

FAX 610-495-5825

kennedyauto.com

WE ACCEPT ALL MAJOR CREDIT CARDS



CUSTOMER NO. 54508	ADVISOR STEVE VON ALST	TAG NO. 211	INVOICE DATE 06/18/04	INVOICE NO. E065172530
	LABOR RATE	LICENSE NO. 53709	COLOR MED STEEL B	STOCK NO.
	YEAR / MAKE / MODEL 04/FORD TRUCK/FREESTAR/FREESTAR SEL	MILEAGE 4698	DELIVERY DATE 02/28/04	DELIVERY MILES 42
ROYERSFORD, PA	F.T.E. NO.		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R. O. DATE 06/17/04	

LABOR & PARTS  
J# 1 09FOZ01

EMISSION/FUEL SYS. TECH(S):51568  
CUSTOMER STATES THAT THE VEHICLE STALLS ON THE ROAD  
PERFORMED NGS TEST FOUND NO CODES PERFORMED MONITOR TEST  
FOUND IAC OUT OF RANGE REPLACED IAC VALVE RETESTED OK AT  
THIS TIME

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	1L2Z-9F715-AA	VALVE ASY-IDLE		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

TOTALS

THANK-YOU, WE APPRECIATE 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
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

JOHN KENNEDY FORD-LINCOLN-MERCURY RECOMMENDS FUEL FILTER  
REPLACEMENT EVERY 15,000 MILES...

YOUR VEHICLE IS PARKED IN

SPOT # .....

\*\*\*\*\*  
\* VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM \*  
\*\*\*\*\*

CUSTOMER SIGNATURE

**SERVICE DEPARTMENT HOURS**

Mon.-Fri.: 7:30 a.m. - 6:00 p.m.  
Saturday: 7:30 a.m. - 3:30 p.m.

**YOUR NEXT Quality Care APPOINTMENT**

IS

**LIMITED LABOR WARRANTY**

THE REPAIR FACILITY GUARANTEES THE LABO  
USED IN PERFORMING THE REPAIRS LISTED ON TH  
REPAIR ORDER FOR A PERIOD OF 12 MONTHS (C  
12,000 MILES FROM THE DATE SUCH REPAIRS WEI  
COMPLETED. THIS LIMITED WARRANTY SPECIFICALL  
EXCLUDES FRONT END ALIGNMENTS, ELECTRIC  
WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DI  
TO CONTAMINATION. THIS LIMITED WARRANTY  
EXTENDED TO THE VEHICLE OWNER/CUSTOMER AN  
IS NOT TRANSFERABLE TO, NOR ENFORCEABLE B  
ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONL  
WARRANTIES APPLYING TO THIS PART(S) ARE THO  
WHICH MAY BE OFFERED BY THE MANUFACTURER  
THE SELLING DEALER HEREBY EXPRESSL  
DISCLAIMS ALL WARRANTIES, EITHER EXPRESS C  
IMPLIED, INCLUDING ANY IMPLIED WARRANTY C  
MERCHANTABILITY OR FITNESS FOR A PARTICULA  
PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZ  
ANY OTHER PERSON TO ASSUME FOR IT AN  
LIABILITY IN CONNECTION WITH THE SALE OF TH  
PART(S) AND/OR SERVICE. BUYER SHALL NOT B  
ENTITLED TO RECOVER FROM THE SELLING DEALE  
ANY CONSEQUENTIAL DAMAGES, DAMAGES T  
PROPERTY, DAMAGES FOR LOSS OF USE, LOSS C  
TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTH  
INCIDENTAL DAMAGES, IN ADDITION, EXPRESSL  
EXCLUDED IS ANY DEALER LIABILITY FOR DEFECT  
PERTAINING TO SAFETY OR PERFORMANCE, BY WA  
OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

*Thank You,  
We appreciate  
your business!*



All Action Details for Issue

Print

VIN: 2FMZA52254B [REDACTED] Year: 2004  
Name: MS [REDACTED] Owner Status: Original  
Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Model: FREESTAR Case: 620502225  
WSD: 2004-02-28  
Primary Phone: [REDACTED]  
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 01330 JOHN KENNEDY FORD-LINCOLN-MERCURY, INC.  
Odometer: 17000 MI Comm Type: PHONE  
Analyst Name: DUANE SMITH Analyst: DSMIT407  
Action Date: 08/10/2005 Action Time: 17.14.09.127

Origin Desc: US CONCERN CASE BASE

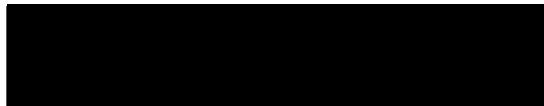
Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: ADVISES THAT VEH SHUTS OFF; ADVISES THAT THIS OCCURS AT CRUISE; ADVISES THAT VEH HAS BEEN TO DLR 3 TIMES FOR THIS CONCERN; ADVISES THAT VEH HAS BEEN TOWED INTO DLR TWICE FOR CONCERN; TODAY WHEN THIS OCCURED VEH RESTARTED AFTER 20; VEH CURRENTLY AT DLR SEEKING TO EXPODITE REPAIRDEALER SAID: NONECRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.OBC TO JOHN KENNEDY FORDSPOKE WITH DEBBIE (SRVC MNGR) WHO ADVISED THAT LAST TIMES VEH WAS AT DLR FOR THIS CONCERN WAS 13 MTHS AGO; SUGGESTS THAT DLR WILL ATTEMPTED TO DIAGNOSE VEH TOMORROW

Ford Confidential



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.

PATRICK MOLLOY  
375 Belair Rd.  
Southampton, PA 18966

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, Patrick Molloy, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 375 Belair Rd., Southampton, PA 18966.
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 July 02, 2004, Plaintiff purchased a new 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMDA58224BB00246.
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 \$28,857.68.

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 stalling while driving and seal leakage.

**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. Bill Marsh 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 July 02, 2004, 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

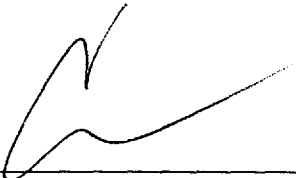
30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

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

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



---

CRAIG THOR KIMMEL, ESQUIRE  
Attorney for Plaintiff

All Action Details for Issue

[Print](#)

VIN: 2FMDA58224B [REDACTED] Year: 2004 Model: FREESTAR Case: 390601377  
Name: MR [REDACTED] Owner Status: Original WSD: 2004-07-02  
Symptom Desc: STALL/QUITS AT IDLE COLD ENGINE Primary Phone: [REDACTED]  
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone:  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 05/18/2007

Action: DEALER CAN'T RESOLVE CONCERN IF THEY CAN'T DUPLICATE CONCERN  
Dealer: 01345 BILL MARSHFORD INC Origin Desc: US CONCERN CASE BASE  
Odometer: 1 MI Comm Type: SURVEY  
Analyst Name: MARSHA WOJEWSKI-BOYD (MWOJEWSK) Analyst: MWOJEWSK  
Action Date: 05/17/2007 Action Time: 10.51.00.496 Action Data: No

Comments CUSTOMER SAID: SURVEY UNDATEDCUST IS CONCERNED ABOUT HAVING PROBLEM AFTER IS WARRANTY EXPIRES WITH HIS CONTINUALLY STALLING AND AUTOMATIC DOOR CONCERNS. HE HAS BEEN IN TWICE NOW FOR THE STALLING ISSUE AND IT STILL EXIST.OBC TO DLR SPOKE TO PATRICK HE SAID THE VEH HAS BEEN IN FOR A STALLING CONCERNS TWICE ONCE ON 04/17/07 AND ON 8/26/06 HAD THE DATA LOGGER REPLACED.-CONCERN WITH DOORS WAS NOT VERIFIED. TWICE FOR THAT ISSUE ONE VISIT WAS FOR THE RIGHT DOOR AND ONCE FOR THE LEFT DOOR.OBC TO CUST TO ADVISE THEM I HAVE ESCALATED THEIR CONCERNCRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 01345 BILL MARSHFORD INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: PEREZ ,GAIL Analyst: GPEREZ34  
Action Date: 05/18/2007 Action Time: 09.55.47.736 Action Data: No

Comments -CCS GAIL EXT 7149-CONTACTED CUST LEFT VM FOR CUST TO CALL BACK TO DISCUSS IF THERE ANY CURRENT VEH CONCERNS-LEFT VM FOR CUST TO CALL BACK WITH CONTACT INFO

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 01345 BILL MARSHFORD INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: PEREZ ,GAIL Analyst: GPEREZ34  
Action Date: 05/25/2007 Action Time: 16.03.22.826 Action Data: No

Comments -CCS GAIL EXT 7149-CONTACTED CUST TO FOLLOW UP WITH VEH CONCERNS-LEFT VM FOR CUST TO CALL BACK

Action: UNABLE TO CONTACT CUSTOMER TO DATE  
Dealer: 01345 BILL MARSHFORD INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: PEREZ ,GAIL Analyst: GPEREZ34  
Action Date: 05/30/2007 Action Time: 13.20.00.216 Action Data: No



**Comments** -CCS GAIL EXT 7149-CONTACTED CUST RECIEVED VM AGAIN-ADV CUST ON MESSAGE TO CONTACT CS AND TO VERIFY IF VEH IS HAVING ANY CURRENT CONCERNS AND IF THEY HAVE BEEN ADDRESSED BY DLR- LEFT CONTACT INFO

---

**Action:** UNABLE TO CONTACT CUSTOMER TO DATE  
**Dealer:** 01345 BILL MARSHFORD INC                      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 1 MI                      **Comm Type:** PHONE  
**Analyst Name:** PEREZ ,GAIL      **Analyst:** GPerez34  
**Action Date:** 06/05/2007      **Action Time:** 12.09.08.192      **Action Data:** No

**Comments** -CCS GAIL EXT 7149-MADE ATTEMPT TO CONTACT CUST-CUST UNAVAILABLE-LEFT VM-SENDING UNABLE TO CONTACT LETTER AS CUST HAS NOT RESPONDED TO ANY VM

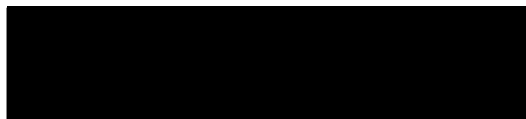
---

**Action:** DOCUMENT INFORMATION AND CLOSE CONTACT  
**Dealer:** 01345 BILL MARSHFORD INC                      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 1 MI                      **Comm Type:** PHONE  
**Analyst Name:** PEREZ ,GAIL      **Analyst:** GPerez34  
**Action Date:** 06/12/2007      **Action Time:** 15.19.18.964      **Action Data:** No

**Comments** -CCS GAIL EXT 7149-CUST HAS NOT RET CCS CALLS TO DATE-CCS HAS TRIED MULTIPLE TIMES TO REACH CUST-CUST SENT LETTER AND CCS HAS NOT HEARD BACK-CLOSING CONTACT -NO FURTHER ACTION

---

Ford Confidential



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 and  
FILED  
OCT 23 2006  
ATLANTIC COUNTY  
LAW DIVISION

ATTORNEYS FOR PLAINTIFF

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

KEVIN A. JONES  
303 E. Spencer Lane  
Galloway, NJ 08205

v.

FORD MOTOR COMPANY  
C/O CT Corporation  
820 Bear Tavern Road, Suite 350  
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY  
ATLANTIC COUNTY

CIVIL ACTION

NO.

ATL-L-16581-06

### COMPLAINT

1. Plaintiff, Kevin A. Jones, is an adult individual citizen and legal resident of the State of New Jersey, 303 E. Spencer Lane, Galloway, NJ 08205.

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 April 29, 2004, Plaintiff leased a new 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA51644BA08543.

4. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.

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 \$35,000.00.

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 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: faulty wheels and tires; malfunctioning engine and no start. 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. 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. Chapman Ford, Pleasantville, 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 April 29, 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 of 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: \_\_\_\_\_

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

Executive Quarters

1930 E. Marlton Pike, Suite T11

Cherry Hill, NJ 08003

(856) 429-8334

**JURY-DEMAND**

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: \_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

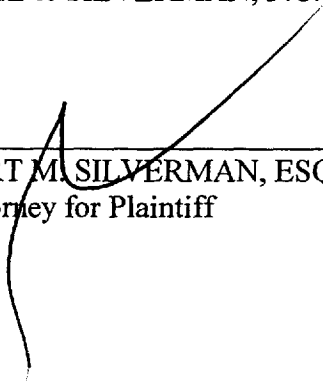
KIMMEL & SILVERMAN, P.C.

By: \_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION OF NOTICE**

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on October 19, 2006

KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

# CHAPMAN AUTO GROUP

www.chapmanautogroup.com



## CHAPMAN FORD SALES, INC.

6740 - 6744 - 6750 Black Horse Pike

EGG HARBOR TWP., NEW JERSEY 08234

(609) 646-2000

Fax (609) 641-5602

E-Mail: chapman646@aol.com

www.chapmanford.net  
www.chapmannj.com

CUSTOMER NO. 34578	ADVISOR ROBERT CLEMENT	STAG NO. 1152	INVOICE DATE 09/07/06	INVOICE NO. FOC5254869
CEVEN A JONES 303 E SPENCER LN SALLOWAY, NJ 08205-3257	LABOR RATE	LICENSE NO.	VEHICLE ID NO. ZFMZA51644BA08543	STOCK # 12K4043
	YEAR/MAKE/MODEL 07/ACON/STRIK/VEVE/STAR/VEE/STAR/SE	SALES TAX	DELIVERY DATE 09/07/06	DELIVERY MILES
	VEHICLE ID NO. ZFMZA51644BA08543	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	09/06/06	

1 99F0Z99P MULTI POINT INSPECT HOURS 3.00  
COMPLETE MULTI POINT INSPECTION

JOB # 1 TOTAL LABOR & PARTS 0.00

2 04FOZ ENGINE REPAIRS HOURS 1.00  
CUST STATES CK NO CRANK NO START VEH CLICKS  
ROAD TESTED CK CHARGING SYSTEM ALL OK / CRANK  
ROAD TESTED AND STARTED ALL GOOD RAN DASHY  
AOSIS CONTACT 313-375-987  
COULD NOT DUPLICATE CONCERN

JOB # 2 TOTAL LABOR & PARTS 0.00

\*\*\*\*\* PLEASE CHECK THE APPROPRIATE PAYMENT METHODS \*\*\*\*\*

CASH [ ] CHECK [ ] CHECK # [ ]

VISA/MC [ ] AMEX [ ] DISCOVER [ ]

A/R CUSTOMER [ ]

CASHIER [ ]

SERVICERS 7:30 AM - 6:00 PM  
SATURDAY FROM 8:00 AM - 2:00 PM

\*\*\*\*\* CHAPMAN AUTO GROUP \*\*\*\*\*

www.chapmanautogroup.com

CUSTOMER SIGNATURE

**DISCLAIMER OF WARRANTIES**

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed 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.

**IMPORTANT**

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied" on each question, please contact your service manager. Thank You.

CHAPMAN AUTO GROUP

ALL-STATE LEGAL<sup>®</sup> PLAINTIFF'S EXHIBIT

A

# CHAPMAN AUTO GROUP

www.chapmanautogroup.com



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Fax (609) 641-5602

E-Mail: chapman646@aol.com

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www.chapmannj.com

CUSTOMER NO. 34578	ADVISOR ROBERT CLEMENT	STAG NO. 1157	INVOICE DATE 09/14/06	INVOICE NO. FOC5255321
GALLOWAY, NJ	LABOR RATE	LICENSE NO.	MILEAGE	STOCK NO.
	YEAR/MAKE/MODEL	DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. ZFMZA51644B	SELLING DEALER NO.	PRODUCTION DATE	
	P.T.E. NO.	P.O.	B. DATE 09/14/06	

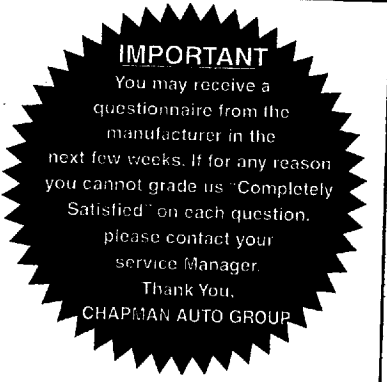
**LABOR & PARTS**

EMISSION SYST REPAIR HOURS  
 # 1 19FOZ  
 CUST STATES CK CRANK NO START / TOW IN / TOW OUT / TOW NO  
 VEH TURN OFF VEH VEH WOULD CRANK BUT NOT START  
 VEH STARTED AND RAN FINE AFTER TOW IN ROAD TESTED FINE  
 WDS CODES 1261/1537 PERFORM DATALOGGER ALL INFO TAKEN  
 HOTLINE KIETH ID#61ND2002  
 FOLLOWED TSB 06-14-10 REPLACED PCM PERFORMED PROGRAMMABLE  
 MODULE INSTALLATION REPROGRAMMED PATS KEYS / INFO TAKEN  
 CK AND ROAD TESTED ALL OK  
 CLEARED ALL CODES AND RECHECKED A FEW MORE TIMES

**DISCLAIMER OF WARRANTIES**  
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed 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.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE	WARRANTY
JOB # 1	1	4F2Z-12A650-DG	MODULE - ENGIN			WARRANTY
JOB # 1	-1	4F2Z-12A650-DG	CORE RETURN			WARRANTY
JOB # 1	1	164-R0454	PATS			WARRANTY
JOB # 1	2	TA-32	SEALANT - SILT			WARRANTY
TOTALS					0.00	

\*\*\*\*\* PLEASE CHECK THE APPROPRIATE PAYMENT METHOD \*\*\*\*\*  
 \* CASH  
 \* VISA  
 \* A/C CUSTOMER  
 \* CASH ON DELIVERY  
 SERVICE HRS 7:30 AM - 6:00 PM MON - FRI  
 SATURDAYS 8:00 AM - 12:00 PM  
 www.chapmanautogroup.com  
 \*\*\*\*\* 609 646 2000 \*\*\*\*\*  
 CHAPMAN FORD IS A AAA APPROVED AUTO REPAIR FACILITY



CUSTOMER SIGNATURE \_\_\_\_\_

\*media kHANTSH14E CC683233 O (09/06)

**THANK YOU**

# CHAPMAN AUTO GROUP

www.chapmanautogroup.com



## CHAPMAN FORD SALES, INC.

6740 - 6744 - 6750 Black Horse Pike

EGG HARBOR TWP., NEW JERSEY 08234

(609) 646-2000

Fax (609) 641-5602

E-Mail: chapman646@aol.com

www.chapmanford.net  
www.chapmannj.com

CUSTOMER NO. 34578	ADVISOR ROBERT CLEMENT	TAG NO. 1157	INVOICE DATE 10/09/06	INVOICE NO. FOC5256664
GALLOWAY, NJ	LICENS. NO.	MILEAGE 708	COLOR MALE/DR. RED	STOCK NO. 107404
	YEAR MAKE MODEL 02 FORD INDIA BITE BAR FREE STARS	DELIVERY DATE 08/29/04	DELIVERY MILES	
	VEHICLE I.D. NO. ZFMZA51644B	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R. DATE 10/09/06	

**LABOR & PARTS**

REPAIR D/FRONT TIRE  
REPAIRED TIRE AS REQUIRED

JOB #	TOTAL LABOR & PARTS	
		0.00
<b>TOTALS</b>		
***** PLEASE CHECK THE APPROPRIATE PAYMENT METHODS *****	TOTAL LABOR	0.00
* CASH [ ] CHECK [ ] CHECK # [ ]	TOTAL PARTS	0.00
* VISA/MC [ ] AMEX [ ] DISCOVER [ ]	TOTAL SUBLET	0.00
* A/R CUSTOMER [ ]	TOTAL P.P.S.G.	0.00
* CASHIERS INITIALS [ A ] DATE 10/9/06	TOTAL VISA CHG.	0.00
* SERVICE HRS 7:30 AM - 6:00 PM MON - FRI	TOTAL MISC DISC.	0.00
* SATURDAYS FROM 8:00 A.M. - 2:00 P.M.	TOTAL TAX	0.00
	<b>TOTAL INVOICES</b>	<b>0.00</b>

\*\*\*\*\* 609 - 646 - 2000 \*\*\*\*\*  
CHAPMAN FORD IS A AAA APPROVED AUTO REPAIR FACILITY

**DISCLAIMER OF WARRANTIES**

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed 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.



**IMPORTANT**

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied" on each question, please contact your service Manager.

Thank You,  
CHAPMAN AUTO GROUP

Reynolds and Reynolds, ERANTSHIVE, CCG33233 Q (02/06)





All Action Details for Issue

Print

VIN: 2FMDA522X4E [REDACTED] Year: 2004 Model: FREESTAR Case: 1317612286  
Name: [REDACTED] Owner Status: Subsequent WSD: 2004-03-19  
Symptom Desc: AUTO TRANS NO ENGAGEMENT Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: US CONCERN CASE BASE

Odometer: 41000 MI

Comm Type: PHONE

Analyst Name: ASHLEY SPARACINO (ASPARACI) Analyst: ASPARACI

Action Date: 08/13/2007

Action Time: 11.08.27.962 Action Data: No

Comments CUSTOMER SAID: ~HAVE HAD NONE STOP PROBLEMS WITH THE VEH AND SERVICE DEPARTMENT~BROUGHT TO DLR EITHER LAST THURSDAY OR FRIDAY BECAUSE THE TRANS LIGHT WAS ON ~BROUGHT VEH HOME AND SATURDAY CUST WAS DRIVING AND THE TRANS WENT OUT ~WAS AT A RED LIGHT AND THE VEH WOULDNT ENGAGE INTO GEAR~HAD VEH TOWED TO THE DLR ON SATURDAY ~CALLED ESP AND THEY SAID IT WOULD COVER THE RENTAL ~CUST WAS NOT HAPPY WITH THE DLR JUST SENDING HER ON WAY WHEN THE TRANS LIGHT WAS ON AND, THE NEXT DAY THE TRANS WENT OUT~CUST SEEKING FINANCIAL ASSISTANCE AND WHAT THE LEMON LAW ISDEALER SAID: ~DLR DIDNT LOOK AT IT AND SAID THEY COULDNT GET HER IN UNTIL TODAY AT 10AM~DLR HAS NOT DIAGNOSED THE VEH YET~DLR ISNT SURE IF THE ESP WILL COVER THE RENTALFRIENDLY FORD, INC. 2800 N. TELEGRAPH MONROE, MI 48162TEL:(734) 243-6000CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.I JUST WANT TO CONFIRM, YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED. THERE IS NO FURTHER ACTION REQUIRED FROM THE CUSTOMER RELATIONSHIP CENTER AT THIS TIME.~ADVISED CUST THAT THE LEMON ISSUE SHE WOULD HAVE TO READ UP ON AT HER LOCAL LIBRARY BEING THAT IT IS DIFFERENT FOR EVERY STATE WE WOULDNT KNOW

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All Action Details for Issue

[Print](#)

VIN: 2FMDA522X4B [REDACTED] Year: 2004 Model: FREESTAR Case: 1317612286  
Name: MS [REDACTED] Owner Status: Subsequent WSD: 2004-03-19  
Symptom Desc: AUTO TRANS GENERAL INDICATOR FLASHING Primary Phone [REDACTED]  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Ph [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 41000 MI Comm Type: PHONE  
Analyst Name: ASHLEY SPARACINO (ASPARACI) Analyst: ASPARACI  
Action Date: 08/13/2007 Action Time: 11.07.14.652 Action Data: No

Comments CUSTOMER SAID: ~HAVE HAD NONE STOP PROBLEMS WITH THE VEH AND SERVICE DEPARTMENT~BROUGHT TO DLR EITHER LAST THURSDAY OR FRIDAY BECAUSE THE TRANS LIGHT WAS ON ~BROUGHT VEH HOME AND SATURDAY CUST WAS DRIVING AND THE TRANS WENT OUT ~WAS AT A RED LIGHT AND THE VEH WOULDNT ENGAGE INTO GEAR~HAD VEH TOWED TO THE DLR ON SATURDAY ~CALLED ESP AND THEY SAID IT WOULD COVER THE RENTAL ~CUST WAS NOT HAPPY WITH THE DLR JUST SENDING HER ON WAY WHEN THE TRANS LIGHT WAS ON AND THE NEXT DAY THE TRANS WENT OUT~CUST SEEKING FINANCIAL ASSISTANCE AND WHAT THE LEMON LAW ISDEALER SAID: ~DLR DIDNT LOOK AT IT AND SAID THEY COULDNT GET HER IN UNTIL TODAY AT 10AM~DLR HAS NOT DIAGNOSED THE VEH YET~DLR ISNT SURE IF THE ESP WILL COVER THE RENTALFRIENDLY FORD, INC. 2800 N. TELEGRAPH MONROE, MI 48162TEL:(734) 243-6000CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.I JUST WANT TO CONFIRM, YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED. THERE IS NO FURTHER ACTION REQUIRED FROM THE CUSTOMER RELATIONSHIP CENTER AT THIS TIME.~ADVISED CUST THAT THE LEMON ISSUE SHE WOULD HAVE TO READ UP ON AT HER LOCAL LIBRARY BEING THAT IT IS DIFFERENT FOR EVERY STATE WE WOULDNT KNOW

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDA522X4E [REDACTED] Year: 2004 Model: FREESTAR Case: 1317612286  
Name: MS [REDACTED] Owner Status: Subsequent WSD: 2004-03-19  
Symptom Desc: WINDOW/GLASS SIDE POWER FUNCTION Primary Phone [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 09/22/2006

Action: ADVISE CUSTOMER THEY WILL NEED TO WORK WITH THEIR DEALERSHIP  
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 30000 MI Comm Type: PHONE  
Analyst Name: KNICKERBOCKER KATHARINE Analyst: KKNICKER  
Action Date: 08/16/2006 Action Time: 08.49.20.755 Action Data: No

Comments CUSTOMER SAID: --- CUST PURCHASED VEH USED FROM DLR--- POWER WINDOWS WOULD NOT WORK INTERMITTENTLY--- POWER DOORS INTERMITTENTLY WORKED--- CUST FELT THAT THERE WAS AN ELECTRICAL CONCERN--- CUST TOOK VEH BACK TO DLR --- VEH HAS BEEN AT THE DLR FOR OVER A MONTH--- DLR CANNOT FIX THE VEH--- ENGINEERS HAVE COME AND LOOKED AT THE VEH--- CUST DOES NOT KNOW IF DLR CAN FIX THE VEH--- CUST WANTS FEELS THAT THE DLR SOLD HER THE VEH THIS WAY, AND WOULD LIKE HER MONEY BACK, OR A NEW VEHDEALER SAID: --- NONE ---FRIENDLY FORD, INC.2800 N. TELEGRAPH MONROE, MI 48162TEL: (734) 243-6000CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR SALES\ FINANCING ISSUE FURTHER AS THEY HAVE ADDITIONAL RESOURCES AVAILABLE. A CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. \*\*\*\*\*  
- OBC TO DLR, SPOKE TO S/M - DAN--- VEH IS CURRENTLY SUBLET--- WORKING WITH TECH HOTLINE AND FSE--- CURRENTLY WAITING FOR THE FSE TO COME OUT TO THE DLR--- VEH HAS BEEN THERE FOR ABOUT A MONTH (SMART PATH APPROVED BY LCSR JESSI C.)

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 30000 MI Comm Type: PHONE  
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54  
Action Date: 08/17/2006 Action Time: 14.51.35.503 Action Data: No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-INITIAL CONTACT W/ DLR-SPOKE TO S/M DAN-STATES VEH IS USED-THERE'S A PROBLEM W/ THE SLIDING DOOR-FSE KEVIN BLACK IS CURRENTLY WORKING ON IT-THEY HAD TO ORDER A HINGE-STATES FSE BELIEVES STRONGLY THE HINGE WOULD REPAIR VEH-WILL CONTACT CUST TO ADVISE

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 30000 MI Comm Type: PHONE  
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54  
Action Date: 08/17/2006 Action Time: 15.30.24.886 Action Data: No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-INITIAL CONTACT W/ DLR-PRIMARY PHONE WAS TEMP. NOT IN SRV-WAS ABLE TO REACH ON SECONDARY PHONE-STATES DLR HAS HAD VEH FOR 5 WKS-THEY KEEP TELLING HER THE PARTS THEY ORDER WILL FIX AND IT NEVER DOES-CUST NOT CONFIDENT W/ REPAIR-SHE WANTS TO KNOW IF THIS PART DOESN'T REPAIR HER VEH, CAN SHE GET HER MONEY BACK ON HER VEH- ADVISED CUST THAT IT IS OUR FIRST PRIORITY & OBLIGATION TO REPAIR VEH & THAT I CANNOT MAKE THE DETERMINATION OF WHETHER SHE CAN GET HER MONEY BACK-CUST STATES THEY TOLD HER SHE WOULD GET \$5000 LESS THAN WHEN SHE PURCHASED-WANTS TO KNOW HOW CAN A VEH DEPRECIATE \$5K IN 6 MNTHS-ADVISED CUST THAT I CANNOT ADVISE ON THAT-ADVISED CUST I WILL CONTACT HER DAILY FOR UPDATED INFO-PROVIDED CUST MY CONTACT INFO-ADVISED CUST IF REPAIR DOESN'T ALLEVIATE CONCERN, THEN I WOULD DISCUSS W/ ZM HER OPTIONS

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/21/2006 **Action Time:** 14.18.52.249 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTED TO CONTACT DLR-S/M DAN FOLK WAS UNAVAILABLE-LEFT MESSAGE ON VM W/ MY CONTACT INFO-WILL ATTEMPT TO CALL BACK BEFORE 4:30 PM TODAY

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/21/2006 **Action Time:** 15.12.02.875 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D INBOUND CALL FROM S/M DAN FOLK-STATES PARTS CAME IN TODAY AND THEY ARE CURRENTLY IN THE PROCESS OF INSTALLING THEM-CCS WILL CONTACT CUST TO ADVISE

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**Action:** UNABLE TO CONTACT CUSTOMER TO DATE  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/21/2006 **Action Time:** 16.23.32.929 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-RETURNING CUST CALL @ NUMBER INDICATED [REDACTED] [REDACTED] NO ANSWER-UNABLE TO REACH-LEFT MESSAGE ON VM THAT PARTS ARRIVED AND SHOULD BE GETTING INSTALLED TODAY-ADVISED I WILL CONTACT TOMORROW BY EOB

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/22/2006 **Action Time:** 13.20.45.143 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D CALL FROM CUST-CUST STATES SHE'S CURRENTLY @ A MERC DLRSHIP LOOKING INTO PURCHASING A MILAN-STATES IF VEH IS NOT FIXED, SHE WANTS DLR TO TAKE BACK HER VAN-CUST STATES DLR ADVISED HER THEY CAN TRADE HER VEH BUT SHE WOULD GET \$5000 LESS THAN WHEN SHE PURCHASED-CUST IS NOT IN CONCURRENCE W/ THAT AND DOESN'T BELIEVE THAT A VEH SHOULD DEPRECIATE THAT MUCH IN 6 MNTHS-ADVISED CUST IT IS OUR GOAL TO REPAIR VEH-ADVISED CUST I WILL BE CONTACTING DLR TO GET AN UPDATE ON REPAIR AND THEN CONTACT HER WITH THAT INFORMATION

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/22/2006 **Action Time:** 13.22.34.701 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT S/M DAN FOLK-HE WAS UNAVAILABLE-LEFT MESSAGE W/ MY CONTACT INFO-WILL TRY AGAIN TO CONTACT HIM TODAY BEFORE 4:30 PM

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/22/2006 **Action Time:** 17.02.13.754 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ DAN FOLK-S/M-STATES PART AND REPAIR DID NOT ALLEVIATE CONCERN-STATES FSE KEVIN BLACK WILL BE IN WEDS., 8-23-06 AROUND 10-10:30 A.M TO ATTEMPT TO REPAIR AND/OR VERIFY CONCERN-WILL CONTACT DLR TOMORROW FOR UPDATED INFO-WILL CONTACT CUST TO ADVISE

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/22/2006 **Action Time:** 17.06.16.928 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED CUST AT NUMBER SHE PROVIDED (734-654-8895)-ADVISED CUST THAT PART AND REPAIR DID NOT ALLEVIATE CONCERN AND ALSO THAT FSE KEVIN BLACK WILL BE IN TOMORROW TO LOOK INTO WHY REPAIR DIDN'T ALLEVIATE CONCERN-CUST STATED HER VEH IS BEING DEPRECIATED \$5K B/C, ACCORDING TO DLR, BOTTOM DROPPED OUT ON VAN-STATES SHE PAID THE SAME PRICE AS ALL THE OTHER SIMILAR VEHS THAT WERE ON THE LOT-ADVISED CUST IT IS OUR MAIN PRIORITY TO REPAIR VEH AND ALSO THAT WE CAN'T ADVISE ON ANY SALES ISSUES-INFORMED CUST I WILL ATTEMPT TO CONTACT EITHER F & I OR SALES MGR REGARDING THE DEPRECIATION ON HER VEH-INFORMED CUST I WILL CONTACT HER TOMORROW WITH AN UPDATE

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/23/2006 **Action Time:** 15.06.55.088 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED DAN FOLK-S/M-STATES FSE KEVIN BLACK JUST LEFT-HE WAS @ DLR FOR 4 HRS-STATES FSE THINKS THE PARTS THAT HAVE BEEN REPLACED ARE WRONG PARTS-THEY ARE CURRENTLY ORDERING 3 DIFFERENT PARTS THAT WILL BE IN TOMORROW MORNING-CCS ASKED S/M TO TRANSFER ME TO USED CARE SALES MGR TO INQUIRE ON WHY VEH HAS DEPRECIATED \$5K IN 6 MNTHS-USED CAR SALES MGR UNAVAILABLE-LEFT MESSAGE W/ MY CONTACT INFO-CCS WILL CONTACT CUST TO ADVISE-CCS WILL CONTACT DLR FOR UPDATE ON REPAIR AND IF PARTS ARRIVED

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**Action:** UNABLE TO CONTACT CUSTOMER TO DATE  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/23/2006 **Action Time:** 15.10.01.996 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-UNABLE TO REACH CUST-LEFT MESSAGE ON ANSWERING MACHINE W/ MY CONTACT INFO-WILL CONTACT CUST AGAIN THURS., 8-24-06 BY EOB @ 4:30 PM EST

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA **Analyst:** MCRUZ54  
**Action Date:** 08/23/2006 **Action Time:** 15.32.34.651 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ DENNIS HILL-USED CAR SALES MGR-STATES CUST PURCHASED VEH USED-STATES THE REASON THE VEH HAS DEPRECIATED \$5K IN 6 MNTHS IS DUE TO THE MARKET, WHICH WE UNFORTUNATELY CANNOT CONTROL-STATES HE CURRENTLY HAS VANS IN THE LOT THAT HAVE LOST \$4K OF THEIR VALUE-STATES HE WILL TRY TO GET A BASE PAYOFF, PUT CLEAN BOOK, AND SELL VEH TO CUST AS CHEAP AS THEY CAN-HE STATED HE TOLD ONE OF HIS SALESMANS' ROB TO GET IN TOUCH WITH CUST-STATES HE EMPATHIZES W/ CUST BUT UNFORTUNATELY, WE CANNOT CONTROL MARKET

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54

**Action Date:** 08/24/2006

**Action Time:** 13.13.08.666 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT DAN FOLK-S/M-HE WAS UNAVAILABLE-LEFT MESSAGE ON HIS VM W/ MY CONTACT INFO-CCS ATTEMPTING TO CHECK ON STATUS OF PARTS AND REPAIR-CCS WILL TRY AGAIN BEFORE EOB 4:30 PM EST-\*\*\*NOTE: CUST LEFT ME A MESSAGE REGARDING THE STATUS OF GETTING A DIFFERENT VEH, NUMBERS SHE PROVIDED WERE [REDACTED] OR [REDACTED]\*\*

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54

**Action Date:** 08/24/2006

**Action Time:** 16.38.25.380 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D CALL FROM CUST-ADVISED CUST IM WAITING ON A CALLBACK FROM S/M DAN REGARDING THE REPAIRS-ADVISED CUST I SPOKE W/ DENNIS HILL-USED CARE SALES MGR-AND ADVISED HER THAT HER VEH HAS DEPRECIATED DUE TO MARKET, WHICH IS UNCONTROLLABLE-CUST STATED SHE DID RECEIVE A CALL FROM USED CAR SALES BUT STATES THEY ARE NOT WANTING TO WORK WITH HER-SHE STATES THEY ARE GOING TO TAKE \$5K LESS THAN WHAT SHE PAID FOR AND DOESN'T THINK THAT'S RIGHT-SHE STATES THERE'S THE SAME EXACT VEH ON THE LOT THAT HASN'T DEPRECIATED-SHE STATES WHY HASN'T THAT ONE DEPRECIATED AND HER'S HAS-STATES SHE'S FED UP W/ VEH & DOESNT TRUST IT-STATES HOW DOES SHE KNOWS IT WONT GO BACK TO DLR-STATES THIS HAS BEEN ONGOING FOR 6 WKS-ADVISED CUST I AM WORKING TOWARDS REPAIRING THIS VEH AND THAT ANY SALES ISSUES IS OUTSIDE MY CONTROL-ADVISED HER SHE NEEDS TO CONTACT F & I, SALESMAN, OR SALES MGR REGARDING ANY SALES ISSUE-ADVISED CUST THAT I AM NOT WORKING ON PAST CONCERNS W/ VEH, JUST THE CONCERN NOW-CUST STATES AFTER EXPERIENCE WITH THIS, SHE WILL NEVER PURCHASE A VEH FROM THERE-SHE DOESN'T THINK ITS FAIR MAKING PAYMENTS ON A VEH SHE CAN'T DRIVE-FEELS THE DLR KNOWINGLY SOLD HER A VEH THAT HAS PROBLEMS-CUST ASKED ABOUT PREVIOUS OWNER INFORMATION AND IF THEY HAD PROBLEMS, ADVISED CUST, ONCE AGAIN, WE ARE WORKING IN THE PRESENT AND THAT IS ON REPAIRING VEH-ADVISED CUST I WILL CONTACT HER TOMORROW W/ AN UPDATE ON THE REPAIR

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ, MELISSA **Analyst:** MCRUZ54

**Action Date:** 08/25/2006

**Action Time:** 11.18.25.562 **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ DAN FOLK-S/M-WHO STATES THEY ARE STILL WORKING ON THE VEH-THEY ARE CURRENTLY INSTALLING A WIRING HARNESS-HE STATED VEH SHOULD NE READY TODAY-STATES HE WILL CONTACT ME TODAY IN THE AFTERNOON ONCE VEH HAS BEEN REPAIRED-CCS WILL CONTACT CUST BY EOB 4:30 PM EST TODAY (8-25) TO ADVISE

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 08/28/2006      **Action Time:** 15.56.07.901      **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ S/M DAN-DAN STATES VEH IS REPAIRED- STATES THE WIRING HARNESS THAT WAS INSTALLED IS WHAT ALLEVIATED CONCERN-CCS WILL CONTACT CUST TO ADVISE AND TO PICK UP VEH IF HAVEN'T ALREADY DONE SO

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC.      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 08/28/2006      **Action Time:** 16.01.34.457      **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED CUST-ADVISED HER THAT HER VEH HAS BEEN REPAIRED-CUST STATED NO ONE HAS CONTACTED HER TO TELL HER THAT-ADVISED CUST TO PICK UP VEH-ADVISED CUST TO CONTACT ME TOMORROW ONCE SHE HAS VEH AND CAN CONFIRM IT HAS BEEN REPAIRED-CCS WILL CONTACT CUST TUES., 8-29-06

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC.      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 08/29/2006      **Action Time:** 13.56.48.241      **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D VM MESSAGE FROM CUST STATING SHE PICKED UP HER VEH-SHE STATED THE FRONT END WAS OUT OF ALIGNMENT-CD PLAYER NOT WORKING-INTERIOR IS ALL BANGED UP AND THEY CLAIMED THEY DETAILED-STATED SEAT AND FLOOR WERE STAINED-CUST STATED IN VM SHE WILL CONTACT ME BACK WITH MORE ADDED TO HER LIST OF HOW THE VEH WAS GIVEN BACK TO HER- CCS WILL CONTACT DLR TO GET INFO

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC.      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 08/30/2006      **Action Time:** 10.44.45.799      **Action Data:** No

**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D INBOUND CALL FROM CUST-ADVISED CUST I GOT HER MESSAGE-STATES TIRE LIGHT BACK ON-CD PLAYER AND KEYLESS ENTRY DON'T WORK-ADVISED CUST THAT I WAS NOT AWARE OF THE CD PLAYER, KEYLESS ENTRY, AND TIRE LIGHT CONCERN-ADVISED CUST SHE ONLY EXPRESSED THE CONCERN SHE HAD WITH THE POWER WINDOWS AND SLIDING DOOR-SHE STATES HER VEH HAS BEEN @ THE DLR TWICE FOR THE TIRE LIGHT-SHE STATES THE KEYLESS ENTRY USED TO WORK BEFORE-CCS ASKED CUST IF SHE BROUGHT THIS TO THE ATTENTION OF THE SRV DPT @ THE DLR-CUST STATED SHE HAD TO GO TO HER FATHER-IN-LAW'S FUNERAL-CUST STATES SHE'S SICK AND TIRED OF HAVING TO TAKE HER VEH TO THE DLR-CUST STATES SHE DOESN'T HAVE THE TIME-CUST STATES HER VEH HAS BEEN @ THE DLR FOR 7 WKS-ADVISED CUST THE ONLY WAY WE CAN ADDRESS HER VEH CONCERNS WOULD BE TO BRING VEH BACK TO DLR-CUST WAS VERY ANGRY AND YELLING-WHEN I REITERATED TO CUST SHE NEEDS TO TAKE THE VEH TO THE DLR WHEN SHE HAS THE TIME, CUST HUNG UP

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC.      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 08/30/2006      **Action Time:** 14.13.47.891      **Action Data:** No



**Comments** -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED DLR-SPOKE TO DAN-S/M-DAN STATED HE RECEIVED A VM FROM CUST AND IT SEEMS AS IF SHE WAS UPSET-HE STATED IN REGARDS TO THE DETAILING, THEIR DETAILER IS ONE OF THE BEST ONES THEY HAVE-HE STATED CUST WAS SUPPOSEDLY GOING TO TRADE HER VEH IN FOR A HONDA-STATES HE DOESN'T UNDERSTAND HOW ANYTHING THEY DID AFFECTED THE ALIGNMENT OF THE VEH-STATES HE CONTACTED HER TO TRY TO ARRANGE PICKING UP HER VEH AND DROPPING HER OFF A LOANER AND HAS YET TO HEAR FROM HER BUT LEFT A MESSAGE-CCS WILL CONTACT CUST THUR., 8-31-06 TO ADVISE

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ , MELISSA

**Analyst:** MCRUZ54

**Action Date:** 08/31/2006

**Action Time:** 14.16.42.518 **Action Data:** No

**Comments** -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-CUST PRIMARY PHONE NOT IN SRV-SECONDARY PHONE, CUST UNAVAILABLE-LEFT MESSAGE W/ MY CONTACT INFO-CCS LEFT MESSAGE WANTING TO CONFIRM IF SHE GOT S/M'S MESSAGE ON PICKING UP HER VEH AND DROPPING HER OFF A LOANER-CCS WILL ATTEMPT TO CONTACT CUST TOMORROW 9-1 (FRI. BY EOB 4:30 EST)

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ , MELISSA

**Analyst:** MCRUZ54

**Action Date:** 09/05/2006

**Action Time:** 15.22.22.108 **Action Data:** No

**Comments** -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT S/M DAN FOLK-UNABLE TO REACH-LEFT MESSAGE ON VM ALONG W/ MY CONTACT INFO REQUESTING A CALLBACK-CCS WILL TRY AGAIN WEDS., 9-6 BY EOB (4:30 EST)

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ , MELISSA

**Analyst:** MCRUZ54

**Action Date:** 09/06/2006

**Action Time:** 11.03.50.834 **Action Data:** No

**Comments** -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-CUST LEFT MESSAGE ON CCS' VM STATED SHE STILL DOESN'T HAVE HER VEH-CONTACTED DLR-SPOKE TO S/M DAN FOLK-DAN ADVISED THEY ARE CURRENTLY DOING THE ALIGNMENT ON THE VEH-STATES HE WILL FULLY INSPECT VEH BEFORE IT IS GIVEN BACK TO THE CUST-STATES VEH SHOULD BE READY FOR CUST TODAY-CCS WILL CONTACT CUST TO ADVISE

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**Action:** UNABLE TO CONTACT CUSTOMER TO DATE

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI

**Comm Type:** PHONE

**Analyst Name:** CRUZ , MELISSA

**Analyst:** MCRUZ54

**Action Date:** 09/06/2006

**Action Time:** 11.15.53.622 **Action Data:** No

**Comments** -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT CUST TO ADVISE VEH SHOULD BE READY FOR HER TODAY-PRIMARY PHONE NOT IN SRV, PER MESSAGE-SECONDARY PHONE, CUST UNAVAILABLE, LEFT MESSAGE W/ CONTACT INFO-ALTERNATE PHONE # PROVIDED (734-654-8895), CUST UNAVAILABLE AS WELL, LEFT MESSAGE W/ CONTACT INFO ALSO-CCS WILL TRY TO CALL CUST AGAIN BY EOB (4:30 EST) TO CONFIRM REPAIR

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**Action:** UNABLE TO CONTACT CUSTOMER TO DATE

**Dealer:** 02662 FRIENDLY FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 30000 MI                      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 09/08/2006              **Action Time:** 12.26.49.710      **Action Data:** No

**Comments** \*\*\*CCST MCRUZ54, 1-866-631-3788, EXT. 7424\*\*\*-CCS ATTEMPTED TO CONTACT CUST @ THE 3 PHONES NUMBERS SHE HAS PROVIDED-PRIMARY PHONE NOT IN SRV, LEFT MESSAGE ON SECONDARY PHONE W/ MY CONTACT INFO, AND ALSO LEFT ANOTHER MESSAGE W/ MY CONTACT INFO ON THE OTHER NUMBER PROVIDED [REDACTED] CCS ATTEMPTING TO VERIFY WHETHER VEH HAS BEEN PICKED UP AND REPAIRED- CCS REQUESTED CALLBACK-CCS WILL CONTACT CUST AGAIN MON., 9-11 BY EOB (4:30 EST)

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**Action:** DOCUMENT INFORMATION AND CLOSE CONTACT  
**Dealer:** 02662 FRIENDLY FORD, INC.                      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI                      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 09/13/2006              **Action Time:** 12.57.49.120      **Action Data:** No

**Comments** \*\*CCST MCRUZ54, 1-866-631-3788, EXT. 7424\*\*-CONTACTED CUST-CCS WAS ABLE TO REACH CUST ON SECONDARY PHONE-PRIMARY PHONE TEMP OUT OF SRV, PER MESSAGE-CCS ADVISED CUST I HAVE BEEN ATTEMPTING TO CONTACT HER TO VERIFY WHETHER VEH HAS BEEN REPAIRED AND PICKED UP SINCE S/M STATED TO ME THEY HAVE REPAIRED AND WERE WAITING FOR HER TO PICK UP-STATES SHE PICKED UP THE VEH ON SAT., 9-9-STATES ALL HER CDS WERE MISSING, THERE WERE 2 DENTS ON VEH, & CLAIMS THEY NEVER FIXED CLUNKING FRONT END-CCS ASKED CUST IF SHE MENTIONED MISSING CDS, DENTS, AND CLUNKING FRONT END TO S/M-CUST STATED SHE MENTIONED THE MISSING CDS, NOT THE DENTS-CCS ADVISED CUST THAT IF SHE FEELS DLR CAUSED DENTS, THAT IS A WORKSMANSHIP ISSUE IN WHICH FORD HAS NO INVOLVEMENT IN-CUST STATED DLR NOR FORD WILL DO ANYTHING FOR HER-CUST ASKED ME, "IS THAT ALL YOU NEEDED TO KNOW? BECAUSE I AM DONE"-CCS RESPONDED "YES" THEN CUST HUNG UP-CASE STATUS: CLOSED, CUST NOT WANTING TO ADDRESS ISSUE W/ VEH ANYMORE, PER HER COMMENTS

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 02662 FRIENDLY FORD, INC.                      **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 30000 MI                      **Comm Type:** PHONE  
**Analyst Name:** CRUZ , MELISSA      **Analyst:** MCRUZ54  
**Action Date:** 09/22/2006              **Action Time:** 17.07.50.409      **Action Data:** No

**Comments** \*\*CCST MELISSA, 1-866-631-3788, EXT. 7424\*\*-REC'D VM MESSAGE FROM CUST-CUST STATES NOW OTHER DOOR NOT FUNCTIONING PROPERLY-CUST LEFT # TO BE REACHED [REDACTED] CCS WILL F/U W/ CUST MON., 9-25 BETWEEN HRS OF 8 A.M-4:30 P.M EST

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All Action Details for Issue

[Print](#)

VIN: 2FMDA522X4B [REDACTED] Year: 2004 Model: FREESTAR Case: 1317612286  
Name: MS [REDACTED] Owner Status: Subsequent WSD: 2004-03-19  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: VENUS PARKER (VPARKE19)

Analyst: VPARKE19

Action Date: 08/22/2006

Action Time: 13.12.26.252 Action Data: No

Comments CUSTOMER SAID: -CUST WAS SEEKING TO SPEAK WITH MELISSA DEALER SAID: -NONE CRC ADVISED:  
PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE  
PROPERLY ADDRESSED. \*\*\*\*\*-ADV CUST OF MELISSA PHONE NUMBER CUST  
KNEW THE EXT.

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STATE OF MICHIGAN

IN THE 1<sup>st</sup> JUDICIAL DISTRICT COURT FOR THE COUNTY OF MONROE

DEBORAH L. LAMBRIX,

Plaintiff,

v

HON.

NZ

FORD MOTOR COMPANY, a Delaware Corporation,  
and FRIENDLY FORD, INC., a Michigan Corporation,  
Jointly and Severally,

Defendants.

\_\_\_\_\_  
GORMAN LAW GROUP, P.C.

TROY T. GORMAN P-59185

Attorney for Plaintiff

104 W. Fourth Street, Suite 300

Royal Oak, MI 48067

(248) 544-8000  
\_\_\_\_\_

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, **GORMAN LAW GROUP, P.C.**, who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Carleton, Monroe 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, Friendly 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 Monroe, Monroe County, Michigan.

4. On or about January 31, 2006, Plaintiff purchased a 2004 Ford Freestar, VIN 2FMDA522X4BA04728 (hereinafter referred to as "2004 Freestar"), 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 2004 Freestar 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 warranties).

6. Plaintiff has taken the 2004 Freestar to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) 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 2004 Freestar include the following:

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<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint &amp; (Diagnosis)</u>
01/31/06	28,335	127896	<b>STRUCTURAL DEFECTS:</b> Sliding door when opening is hitting left side ¼ glass. ¼ glass is chipping. Need to adjust LTS slider and replace ¼ glass (Adjust and align left sliding door – fits poorly. Remove and replace left quarter glass, chipped from sliding door hitting it)
03/02/06	28,448	129322	<b>ELECTRICAL DEFECT:</b> Retrieve keyless entry code
03/06/06	28,505	129486	<b>STRUCTURAL DEFECT:</b> Plate housing cracked (Replace license plate housing)
07/17/06	31,669	135612	<b>STRUCTURAL DEFECT:</b> Passenger side front door power window intermittently inoperative from either the switch in that door or the driver's door (Inoperative right now in service drive) (Could not verify concern); Driver side power sliding door lock intermittently inoperative (will not open with FOB unless customer reaches in and pulls up lock stem by hand) (Verified inoperable left sliding door lock. Performed eec tests and referred to OASIS and TSB's, referred to PPT. PPT revealed fault – <i>see RO for extensive discussion regarding the problem</i> ); <b>ELECTRICAL DEFECTS:</b> Tire light keeps coming on even though all tires are supposedly ok (Verified TPMS light on. Set all tires to 35 PSI and reset TPMS) Ignition key has become hard to pull out when van is shut off (Cycled key on and off and removed key several times. Could not verify at this time); <b>TRANSMISSION DEFECT:</b> Clunk in right front when turning slow speeds (Could not verify at this time);

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<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint &amp; (Diagnosis)</u>
08/13/07	42,226	151082	<p><b>ENGINE / TRANSMISSION DEFECT:</b> Transmission light stays on. Check engine light on. Vehicle won't move in gear (Isolated to internal issue. Removed transaxle and mounted on bench, disassembled and found pump shaft splines stripped and torque converter splines chunked out as well. Tested all cylinders and cleaned out debris. Disassemble v/b and cleaned. Flushed cooler and lines, replaced pump shaft and related seals, replaced torque converter); <b>STRUCTURAL DEFECT:</b> Passenger slider door lock inoperative (Found sliding door contact broken. Replaced contacts and retested – found lock actuator faulty. Removed panel and replaced lock actuator); <b>ELECTRICAL DEFECTS:</b> CD player / radio inoperative (Found internal CD issue. Replaced); ABS light on (Performed tests on ABS system. Found c-1288 in continuous. Pinpoint tests isolated to faulty deactivation switch – replace the brake pressure switch per TSB)</p>

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 does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest, costs and statutory attorney fees, for/ which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential 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.

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10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

12. The 2004 Freestar is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2004 Freestar is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2004 Freestar is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

16. Plaintiff's 2004 Freestar 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, within 2 years of the date of the first attempt to repair the defect or condition; 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 2004 Freestar continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2004 Freestar to the Plaintiff and/or prevent the 2004 Freestar from conforming to the Manufacturer's express

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warranty.

WHEREFORE, Plaintiff prays for the following relief:

- A. Replacement of the 2004 Freestar 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 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. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.
- C. Pursuant to MCL 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. Incidental and consequential damages.
- E. For prejudgment interest.
- F. For such other and further relief as may be justified in this action.

**COUNT II**  
**BREACH OF CONTRACT**

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, and an extended warranty covering 6 years or 75,000 miles of use, whichever occurred first, accompanied the delivery of the 2004 Freestar to Plaintiff. The limited warranty provided the Seller would repair

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or adjust all parts found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2004 Freestar created a contractual relationship between the Manufacturer/Seller and Plaintiff.

23. The Manufacturer and Seller 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 all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2004 Freestar;

B. For return of an amount equal to Plaintiff's down-payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

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

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

F. Such other relief this Court deems appropriate.

**COUNT III**  
**VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**  
**MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.**

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though herein fully restated and realleged.

25. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

26. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA

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445.902(d).

27. 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 2004 Freestar 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 2004 Freestar 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 2004 Freestar, 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 2004 Freestar.

(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 2004 Freestar 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 2004 Freestar 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 2004 Freestar 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 2004 Freestar 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.

28. 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.

**COUNT IV**  
**BREACH OF WRITTEN WARRANTY UNDER**  
**MAGNUSON-MOSS WARRANTY ACT**

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

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

31. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC

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2301(4) and (5).

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

33. The 2004 Freestar is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

34. The 2004 Freestar was manufactured, sold and purchased after July 4, 1975.

35. The express warranty given by the Manufacturer pertaining to the 2004 Freestar is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

37. 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 2004 Freestar;
- 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**

38. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 37 as though herein fully restated and realleged.

39. Plaintiff accepted the 2004 Freestar 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.

40. 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.

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

42. The nonconformities substantially impair the value of the 2004 Freestar to the Plaintiff.

43. 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 2004 Freestar and out-of-pocket expenses.

44. Manufacturer and Seller have nevertheless refused to accept return of the 2004 Freestar 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;

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- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- 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**

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully stated and realleged.

46. 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 2004 Freestar;
- 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 VII**  
**BREACH OF EXPRESS WARRANTY**

47. Plaintiff incorporates herein by reference each and every allegation contained in

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Paragraphs 1 through 46 as though herein fully restated and realleged.

48. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

49. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

50. The 2004 Freestar constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

51. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

52. Plaintiff's purchase of the 2004 Freestar 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.

53. 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 2004 Freestar free of charge to Plaintiff under specific terms as stated in the express warranty.

54. In fact, Plaintiff discovered the 2004 Freestar had defects and problems after Plaintiff purchased the vehicle as discussed above.

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

56. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2004 Freestar.

57. Plaintiff has reasonably met all obligations and pre-conditions as provided in the



express warranty.

58. The Manufacturer and Seller have failed to adequately repair the 2004 Freestar and/or have not repaired the 2004 Freestar in a timely fashion, and the 2004 Freestar remains in a defective condition.

59. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2004 Freestar'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 MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

60. The 2004 Freestar continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

61. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2004 Freestar.

62. The Manufacturer and Seller induced Plaintiff's acceptance of the 2004 Freestar 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.

63. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2004 Freestar and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

64. 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 2004 Freestar 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.

65. 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 MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

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 2004 Freestar;
- 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.

**COUNT VIII**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

66. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 65 as though herein fully restated and realleged.

67. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

68. The 2004 Freestar was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

**GORMAN LAW GROUP, P.C.**

69. The 2004 Freestar was not fit for the ordinary purpose for which such goods are used.

70. The defects and problems hereinbefore described rendered the 2004 Freestar unmerchantable.

71. The Manufacturer and Seller failed to adequately remedy the defects in the 2004 Freestar; and the 2004 Freestar continues to be in an unmerchantable condition at the time of revocation.

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 2004 Freestar;

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.

WHEREFORE, the amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

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**COUNT IX**  
**VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT**  
**MCLA 257.1301, ET SEQ.**

72. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 71 as though fully restated and realleged.

73. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)74.

The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

75. 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 acknowledgement, 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 vehicle 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

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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.

76. 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.

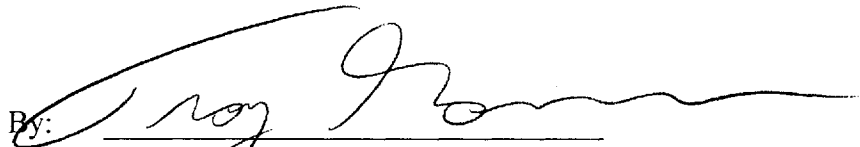
WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

**JURY DEMAND**

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

**GORMAN LAW GROUP, P.C.**

By: 

TROY T. GORMAN P-59185  
Attorney for Plaintiff  
104 W. Fourth Street, Suite 300  
Royal Oak, MI 48067  
(248) 544-8000

Dated: August 31, 2007

**GORMAN LAW GROUP, P.C.**

# **EXHIBIT A**

**EXHIBIT A**



This is a loan directly from THE HUNTINGTON NATIONAL BANK to you. The terms "we," "us," and "our" mean that bank. The terms "you" or "your" mean each person who signs this agreement. This agreement states the terms of this simple interest rate loan from us. This loan is arranged by (the "Dealer"), which term includes each of Dealer's employees or agents. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible both individually and jointly under this agreement (known as "joint and several" responsibility).

Federal disclosures: The following disclosures are required to be given by federal law:

Table with 4 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments. Includes a payment schedule table below with columns for Number of Payments and Amount of Payments.

Security: You are giving a security interest in a motor vehicle. Property insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us. Title charges: If a payment is more than 10 days late, you will be charged \$35.00.

Date of this loan: 01/31/06. Principal amount of this loan: \$ 2864.78. The interest rate applicable to this loan is 5.788 % per year.

Additional amount financed: We and/or the Dealer may be retaining a portion of the charges from other products and services sold in connection with this loan. You authorize us to pay the proceeds of this loan in the following manner:

- 1. To Dealer on your behalf: (a) Cash price: \$ 17263.78, (b) Price of property purchased: \$ 17263.78, (c) Dealer documentation fee: \$ 8.00, (d) License, title and registration fees: \$ 173.00, (e) Loan downpayment: \$ 0.00, (f) Cash (including rebates): \$ 0.00, (g) Trade-in allowance (gross): \$ 0.00. (h) Amount owed on trade-in: \$ 0.00, (i) Net value of trade-in: \$ 0.00, (j) Unpaid balance of cash price (if minus (h)): \$ 17271.78, (k) Additional amount to pay off trade-in, (l) Payoff of prior loan (if a refinance): \$ 0.00, (m) Lien filing fee: \$ 0.00, (n) Credit insurance: \$ 0.00, (o) Extended service contract or warranty: \$ 1688.00, (p) N/A, (q) N/A, (r) Special American REP: \$ 515.00, (s) N/A.

- 2. To insurance co. for vendor's single interest insurance. 3. To us for Huntington GAP. 4. To us for loan fee. 5. Less prepaid finance charge. 6. Amount financed (sum of 1, 2, 3 and 4, minus 5).

Your promise to pay: By signing this agreement, you promise to pay us all of the following: The principal amount of this loan as provided in this agreement. The interest on the principal amount of this loan as provided in this agreement. Other charges due as provided in this agreement. You must pay us at the address we tell you or at any of our banking offices. Interest begins to accrue on the date of this agreement. Daily simple interest means that interest is charged each day after applying any payments you have made.

Payment schedule: You agree to pay this loan according to the payment schedule shown in the federal disclosures above. However, the final payment amount shown above is only an estimate. On the final payment due date, you must pay us the outstanding balance of the principal amount and any accrued but unpaid interest and other charges. The payment schedule in the federal disclosures is based on the assumption that we receive each payment on its due date. If you pay late, or if other charges or other amounts are added to your loan as permitted by this agreement (such as late fees, insurance or other charges with respect to the collateral), the final payment amount could be significantly more than the estimate shown in the payment schedule above.

All payments are due on the same date of the month as the first payment, or on the last day of any month that does not have a corresponding date. You agree that we may apply all payments to your loan as determined by this agreement (such as late fees, insurance or other charges with respect to the collateral). The final payment amount could be significantly more than the estimate shown in the payment schedule above.

Additional products and services: Additional products and services (such as extended service protection, warranty, debt cancellation protection, debt suspension protection or other products and services offered by the Dealer) are not required to obtain this loan. If you want any of these products or services from the Dealer and want the cost to be included in the amount financed, the cost will be shown in the itemization of amount financed section of this agreement. Refer to the product or service, contract or other documentation provided by the Dealer or the company providing the product or service for more information about the product or service. Some or all of the cost for any additional products and services may be retained by the Dealer.

Assignment of this agreement: We have the right to assign this agreement without your consent or approval. Anyone to whom we assign this agreement has all of our rights, unless we retain some of those rights or rights are reassigned to us. If we assign this agreement, we may act as agent or other representative for the assignee of this loan. If we act as agent or other representative, you agree that we may execute in our own name on behalf of the assignee any rights of the assignee with respect to this loan and the collateral to the extent of the authority granted to us as agent or other representative. You should continue to make all payments due under this agreement to us unless we notify you otherwise.

Set-off: We have the right of set-off. This means that we may apply any money in any deposit account we set up on which your name appears as owner or co-owner to the payment of the amount you owe us which is due.

Other benefits: These benefits of pay for any credit, property or other insurance, debt cancellation, debt suspension, service contract, warranty, GAP coverage, or other product or service, you agree that we may apply a refund of premiums with respect to such products or services in payment of the amount you owe us, even if most of your payments are past due. We, and/or Dealer, may receive some value from other products and services sold in connection with this loan. You waive any right to a refund of premiums with respect to such products and services sold in connection with this loan.

We may deny enforcement of any of our rights against any of our number of lines without losing any rights against you or others then or in the future. We may enforce this agreement through legal action. Except when otherwise required by applicable law, notice to you or any one of you will constitute notice to all of you. In addition to the rights we have under this agreement, we also have any other rights available to us at law or in equity.

Advertising law: The interest rate, fees and charges, and other terms of the agreement are governed by federal law. However, to the extent federal law does not apply or differs to or incorporates state law, the law of the state of Ohio shall be applicable.

This agreement is continued on the reverse side. All of the provisions on both sides of this document are part of the agreement. Acknowledgment: Each person or entity signing below is responsible for paying this loan in full. You acknowledge that you have read this entire agreement on both sides of this page (including the Arbitration Provision on the reverse side) and agree to be bound by its terms. You also acknowledge that Dealer has given you a copy of our Customer Information Privacy Notice.

Credit insurance and credit disability insurance are NOT REQUIRED to obtain this loan and will not be provided unless each of you to be insured qualifies and signs below, indicating your agreement to pay the additional cost for the type of coverage selected. Your choice whether or not to buy credit insurance has NO effect on our decision to make your loan, and we do NOT consider your insurance choices in any way when we make our loan decision. Any insurance benefit may not pay this loan in full. If you want to buy credit insurance, you are buying it from or through the Dealer, and not from or through us. Any questions about this insurance must be directed to the Dealer, and not us. If you want to buy it, you must sign below on the line under the type of insurance elected. Two signatures for a type of insurance will indicate that joint coverage for both persons signing is elected. The policies or certificates issued by the insuring company will more fully describe the coverages, terms and conditions of the credit insurance.

Credit life insurance: Term: N/A Cost: \$ N/A. (1) Signature, (2) Signature. Credit disability insurance: Term: N/A Cost: \$ N/A. (1) Signature, (2) Signature.

Collateral for this agreement: As collateral for this loan, you give us a security interest in the following property and its accessories, and in any attachments existing as of the date of the loan or which you acquire within 10 days after that date: YEAR 2004 MAKE FORD MODEL FREESTAR ODOMETER VIN 2FNDK24H942B720

You represent that you will use the collateral primarily for consumer (personal, family or household use) business farming purposes. You agree to keep the collateral at 10981 CEECH, CHRYLTON, OHIO 43017.

As additional collateral, you also give us a security interest in: Any other property described in the "Security" section of the federal disclosures, which you agree to keep at the location disclosed above, unless otherwise stated in this agreement.

Any proceeds of the vehicle or other property described above and its accessories and attachments. Any proceeds of any service contracts, warranties, insurance, GAP coverage, debt cancellation coverage, debt suspension coverage or other products or services required or purchased in connection with this agreement, and any refunds of any charges or premiums for any such products or services. We agree that any security interest which secures any other present or future loan from us does not secure this loan. Additional provisions about the collateral are found on the other side of this document under "Additional Security Interest Provisions".

The person signing in this box is NOT responsible to repay this loan. This person is an owner of the collateral and is agreeing solely to give a security interest in the collateral. This person is subject to all of the provisions of this agreement except the obligation to pay (other than from the proceeds of collateral) principal, interest or other charges due. Signature: TYPED NAME OF SIGNER: N/A

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 WITH THE PROCEEDS HEREOF; RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. You agree that this notice applies only if the consumer purpose took under "Collateral for this agreement" and not only if you use the proceeds of this loan to purchase the collateral described above under "Collateral for this agreement".

NOTICE ABOUT THIS LOAN: This loan is a direct loan from us (the bank) to you. For your convenience, we have asked Dealer to complete and obtain your signature on this agreement. No employee or representative of Dealer is authorized to (i) agree to any terms that are inconsistent with the terms of this loan, (ii) enter into any side agreement that affects this loan, or (iii) alter or change any of the preprinted provisions of this agreement. No oral promises or agreements between you and Dealer about this loan are enforceable.

We may use part of the interest rate you pay to compensate Dealer for arranging this loan. As a result, your interest rate in excess of the minimum will require may be negotiated with Dealer, but is firm once you sign this agreement.

NOTICE TO CONSUMER: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt.

NOTICE OF ARBITRATION PROVISION: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH APPEARS ON THE REVERSE SIDE. BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ THE ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THE ARBITRATION PROVISION IN THE MANNER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIMS THAT WE HAVE AGAINST EACH OTHER OR CERTAIN OTHER THIRD PARTIES.

Signature: TYPED NAME OF SIGNER: TYPED NAME OF SIGNER: TYPED NAME OF SIGNER.

INTEGRITY logo and other footer information.



SERVICE CONTRACT AND/OR MAINTENANCE PLAN - APPLICATION, TERMS & CONDITIONS

FORD MOTOR SERVICE COMPANY in all states except AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI. FORD MOTOR COMPANY or the SELLING DEALER in AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI, P.O. BOX 5045, DEARBORN, MICHIGAN 48121, 800-352-FORD - Please refer to the State Specific Provisions in the attached Agreement.



SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number (VIN) (17 Digits) 2FM DA 52 2 X 4 1 813106 037004
Signature Date WARESTAR
Warranty Start Date 2004
Contract Type: [X] New Plan [ ] Used Plan
Vehicle Make FORD Model Year 2004
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)
Is this a police vehicle? [ ] Yes [X] No (If yes, refer to Police Price Sheet)

SECTION B - DEALERSHIP INFORMATION SCHEDULE

FRIENDLY FORD, INC. 2800 N. TELEGRAPH MONROE, MI 48161
Dealership Name (734) 243-6000
Dealership Address (734) 242-7209
Dealership Signature Dealership Phone Number Dealership Fax Number
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
[ ] ExtraCARE [X] 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)
[X] \$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)
[ ] 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
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
NEW PLAN - COMPRESSED NATURAL GAS/ LIQUID PROPANE GAS COVERAGE
[ ] Compressed Natural Gas/Liquid Propane Gas Coverage (Ford Authorized Alternative Fuel Vehicles Only)

SECTION D - TYPES OF USED PLANS

USED PLAN - CORE COVERAGES
[ ] PowertrainCARE [ ] BaseCARE
[ ] ExtraCARE [ ] PremiumCARE
USED PLAN - OPTIONS & DEDUCTIBLES
[ ] Disappearing Deductible [ ] \$50 Deductible [ ] \$200 Deductible
USED PLAN - ELECTRIC VEHICLECARE COVERAGES
[ ] Electric VehicleCARE Coverage (Ford Authorized Electric Vehicles Only)

SECTION E - LIENHOLDER

Service Contract Lienholder: THE HUNTINGTON NATIO (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

1) FOR ALL "NEW PLAN" AGREEMENTS - Coverage ends at THE EARLIER OF: I) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, II) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE WARRANTY START DATE OR ZERO MILES, whichever limitation, Miles or Months, occurs first.
2) FOR "USED PLAN" AGREEMENTS:
a) FOR USED PLAN AGREEMENTS ON ELIGIBLE FORD, MERCURY AND LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF THE AGREEMENT'S PURCHASE - Coverage ends at THE EARLIER OF: I) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, II) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE EXPIRATION OF THE NEW VEHICLE LIMITED WARRANTY, whichever limitation, Miles or Months, occurs first.
b) FOR USED PLAN AGREEMENTS ON ELIGIBLE FORD, MERCURY AND LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING, AND FOR ALL ELIGIBLE PRE-OWNED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS) - Coverage ends at THE EARLIER OF: I) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, II) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE SIGNATURE DATE OR SIGNATURE MILEAGE, whichever limitation, Miles or Months, occurs first.

Table with 5 columns: Plan / Coverage, Months Duration & Expiration Date, Mileage Duration (no tenths) & Expiration Distance, Purchase Price, Sales Tax, Total Purchase Price & Sales Tax. Rows include Core Coverage (NEW PREMIUMC), Scheduled Maintenance Plan, and Other.

SECTION G - NEW PLANS - FLEET PLANS

FLEET REGISTRATION SCHEDULE: If any Core Plan is elected for a Fleet, then each coverage shall be in force for each Vehicle listed by VIN in the Fleet Registration Schedule below.
Table with 4 columns: Warranty Start Date, Mileage at Agreement Inception, Vehicle Identification Number (17 Digits), Purchase Price. Includes Fleet Code, Fleet Branch Code, FIN, and Subtotal/Sales Tax/TOTAL PURCHASE PRICE & SALES TAX.

SECTION H - DISCLOSURE INFORMATION

NOTE: THE PURCHASE OF THIS AGREEMENT OR ANY MOTOR VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR, A MOTOR VEHICLE. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

CONTRACT PURCHASER: You are the owner of this Agreement. Your Agreement Terms and Conditions are attached.
RESIDENTS OF MISSISSIPPI, PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

I acknowledge that all coverage begins and ends as stated in the "WHEN YOUR AGREEMENT BEGINS AND ENDS/COVERAGE COSTS" section above. I agree to maintain the covered Vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by applicable law. In addition to this application, you will receive a copy of the Agreement (Provisions Booklet) from your Selling Dealer that provides the terms and conditions of this service contract. Please contact your Selling Dealer if you have any questions.

Contract Purchaser or Fleet Representative Signature (not valid without signature) Signature Date 08-13-07

# **EXHIBIT B**

**EXHIBIT B**

19286

127896

FRIENDLY  Inc.

\*INVOICE\*

2800 N. Telegraph  
MONROE, MICHIGAN 48161-3930  
Phone (734) 243-8000 Fax (734) 242-7209

CARLETON MT  
HOME

PAGE 1

SERVICE ADVISOR: 30 DON HERKIMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		28335/28335	26587	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			17:00 31JAN06		85.00	CASH	09FEB06
R.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

12:10 31JAN06 07:17 09FEB06

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

A LT SLIDING DOOR WHEN OPENING IS HITTING LT SIDE 1/4 GLASS. 1/4 GLASS IS CHIPPING. NEED TO ADJUST LTS. SLIDER AND REPLACE 1/4 GLASS  
 CAUSE: ADJUST AND ALIGN LEFT SLIDING DOOR--FITS POORLY. REMOVE AND REPLACE LEFT QUARTER GLASS, CHIPPED FROM SLIDING DOOR HITTING IT  
 REWORK BODY AROU

24630A DOOR-REAR - ALIGN (24630/24631) - L  
 62 BRUCK, GERALD LIC#: M225610  
 WB 0.40

(N/C)

B REMOVE AND REPLACE LEFT QUARTER GLASS  
 62 BRUCK, GERALD LIC#: M225610  
 WB 1.00

(N/C)  
(N/C)

1 6F2Z\*17297A27\*BA WINDOW ASY - SIDE

FC: B02 07

PART#: 7024630

COUNT:

CLAIM TYPE:

AUTH CODE: PAAAT

6628

PARTS: 0.00 LABOR: 0.00

TOTAL LINE A: 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.

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
BUBLET 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

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

CUSTOMER SIGNATURE

B/S CUSTOMER COPY

19286

1 2 9 4 8 6

**FRIENDLY**  **Inc.**

\*INVOICE\*

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-8000 Fax (734) 242-7209

PAGE 1

SERVICE ADVISOR: 30 DON HERKIMER

CARLETON, MT  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E [REDACTED]		28505/28505	T013	
DEL. DATE	PROG. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			17:00 30MAR06		85.00	CASH	24MAR06
R.D. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					
16:50 06MAR06	07:33 24MAR06						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A-	REPLACE LICENSE PLATE HOUSING (cracked						
CAUSE: PERFORM TSB 051207							
	051207A	REPLACE LICENSE PLATE HOUSING					
		62 BRUCK, GERALD LIC#: M225610					
		WB 0.40					(N/C)
1	3F22*17A385*AB	BRACKET - LICENSE PLATE					(N/C)
	051207B	ADDITIONAL TIME TO PAINT					
		62 BRUCK, GERALD LIC#: M225610					
		WB 1.30					(N/C)

FC: B02 12  
 PART#: 3F22\*17A385\*AB  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE: PAAF5  
 6628

PARTS: 0.00 LABOR: 0.00 TOTAL LINE A: 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.

STATEMENT OF DISCLAIMER  
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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

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

CUSTOMER SIGNATURE

# FRIENDLY Inc.

19286

1 2 9 3 2 2

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-6000 Fax (734) 242-7209

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 764 JEFFERY A GOGOL

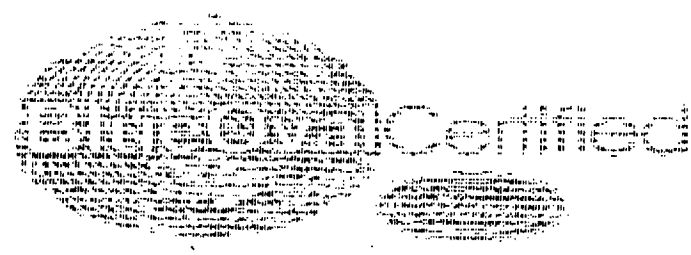
CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E [REDACTED]		28448/28448	T4021	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			WAIT 02MAR06		85.00	CASH	02MAR06
H/O OPENED		READY		OPTIONS: STK:P2753 DLR:02662			
15:00	02MAR06	15:36	02MAR06				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
RETRIEVE KEYLESS ENTRY CODE							
1000 KEYLESS #							
38 IUT 0.50							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	(N/C) 0.00

28448 RETRIEVE KEYLESS ENTRY CODE 13539

\*\*\*\*\*



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DESCRIPTION	TOTAL
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
<b>PLEASE PAY THIS AMOUNT</b>	<b>0.00</b>

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

CUSTOMER SIGNATURE

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# FRIENDLY Inc.

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PAGE 1

CARLETON, MI  
HOME

SERVICE ADVISOR: 5359 MARK A GENOVESI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		31669/31581	T2779	
DEL. DATE	PROG. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01SEP03	IS		17:00 06SEP06		85.00	CASH	08SEP06
R.O. OPENED		READY		OPTIONS: STK:P2753 DLR:02662			

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

A PASSENGER SIDE FRONT DOOR POWER WINDOW INTERMITTENTLY INOPERATIVE FROM EITHER THE SWITCH IN THAT DOOR OR THE DRIVER'S DOOR (INOP RIGHT NOW IN SERVICE DRIVE)  
CNV COULD NOT VERIFY CONCERN AT THIS TIME

PARTS:	14	ISP	0.00				(N/C)
	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

31581 COULD NOT VERIFY CONCERN. ALL TESTS PASSED.

\*\*\*\*\*

B DRIVER SIDE POWER SLIDING DOOR LOCK INTERMITTENTLY INOPERATIVE (WILL NOT OPEN WITH FOB UNLESS CUSTOMER REACHES IN AND PULLS UP LOCK STEM BY HAND)

CAUSE: 31581 VERIFIED INOPERABLE LFT SLIDING DOOR LOCK, PERF ORMED EEC TESTS AND REFERRED TO OASIS AND TSBS REFERRED TO PPT D. PPT REVEALED FAULT

MT MT27406

14	W 20:00						(N/C)
1	4F2Z*15604*DA KIT	ALARM/KEYLESS LOCK SYSTE					(N/C)
1	5F2Z*17264A01*BD	REMOTE CONTROL SYSTEM					(N/C)
1	XF2Z*14A658*CA	TERMINAL					(N/C)
1	XF2Z*14B367*AA	SWITCH ASY					(N/C)
1	3F2Z*14B291*FA	CONTROL ASY - DOOR LOCK					(N/C)
1	4F2Z*17519A70*CAB	CONSOLE ASY - OVERHEAD					(N/C)
1	3F2Z*14B351*BA	ACTUATOR ASY					(N/C)
1	4F2Z*1626413*A	LOCK ASY					(N/C)
1	5F2Z*17218A43*AA	ACTUATOR ASY					(N/C)
1	3F2Z*14630*BAA	WIRE ASY - JUMPER					(N/C)

FC: B15 42

PART#: 5F2Z\*17264A01\*BD

COUNT:

CLAIM TYPE:

AUTH CODE:

1027

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

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DESCRIPTION	TOTAL
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

CUSTOMER COPY

**FRIENDLY  Inc.**

19286

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PAGE 2

SERVICE ADVISOR: 5359 MARK A GENOVESI

CARLETON MI  
HOME:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		31669/31581	T2779	
DEL. DATE	PROB. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01SEP03	IS		17:00	06SEP06	85.00	CASH	08SEP06
P.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

09:58 17JUL06 16:46 08SEP06

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

31581 VERIFIED INOPERABLE LFT SLIDING DOOR LOCK. PERF ORMED EEC TESTS AND REFERRED TO OASIS AND TSB'S REFERRED TO PPT D. PPT REVEALED FAULTY ACTUATOR REMOVED DOOR PANEL AND REPLACED ACTUATOR AND HARNESS DUE TO UPDATED CONNECTORS. TESTED OPERATION. BINDING IN LATCH. REPLACED LATCH ASSEMBLY. BINDING NO LONGER PRESENT BUT INTERMITTENT OPERATION OBSERVED. CLEANED SLIDING DOOR CONTACTS. INTERNAL MOVEMENT IN CONTACT PRESENT. REPLACED SLIDING DOOR CONTACTS AND RETESTED. INTERMITTENT OPERATION STILL PRESENT. REPERFORMED PPT D. REMOVED "B" PILLAR TRIM, DRVR SEAT, CARPETING, RIVETS FOR WIRE HARNESS PLATES, WIRING HARNESS AND SJB. CHECKED ALL WIRING FROM SJB TO SLIDING DOOR. WIRING O.K. PPT D ADVISED SJB REPLACEMENT REPLACED SJB. REINITIALIZED SLIDING DOORS AND RETESTED. INOP SLIDING DOOR PRESENT. RECHECKED ALL APPLICABLE WIRING AND CONNECTORS. REMOVED ALL PINS FROM C399. INSPECTION REVEALED HAIRLINE CRACK IN PIN 7 CKT 1388 (GY). REPLACED PIN AND RETESTED. PROPER OPERATION VERIFIED. ATTEMPTED TO DUPLICATE INTERMITTENT OPERATION. POWER DOOR LOCKS OPERABLE. REPAIR VERIFIED. REINITIALIZED LFT SLIDING DOOR. LFT SLIDING DOOR NEEDS ADJUSTMENT. RETESTED ALL REPAIRS. REPAIR VERIFIED. ASSEMBLED SLIDING DOOR TRIM, "B" PILLAR TRIM, WIRING HARNESS, RIVETED PLATING, CARPETING, DRVR SEAT, SJB KICKPANEL. LFT POWER SLIDING DOOR WILL NOT LATCH FROM POWER. PERFORMED PPT. PPT ADVISES ALIGNMENT. SENT VEHICLE OUT FOR ALIGNMENT. DOOR RETURNED WITH INTERMITTENT NO LATCH. PERFORMED EEC TESTS. B2591 PRESENT. PERFORMED PPT. PPT REVEALED FAULTY DETENT SWITCH. REPLACED DETENT SWITCH AND REPERFORMED EEC TESTS. B2591 STILL PRESENT. MONITORED PID DATA... SECONDARY TIME AND SEC. TO PRIM. TIMES AT 0 MS. PPT ADVISES DETENT SWITCH REPLACEMENT. PROBLEM SUSPECTED ELSEWHERE. CALLED HOTLINE ON 7-26-06. #6GZDS 005. SPOKE WITH JOHN. ALIGNMENT RECOMMENDED. DOOR ALIGNED. LFT POWER SLIDING DOOR WILL CLOSE FROM POWER BUT NOT OPEN. JOHN RECOMMENDS OBSERVING OPTICAL SENSOR PID STATUS, IF O.K. REPLACED LPSDM. REPLACED MODULE AND ATTEMPTED REINITIALIZATION. FAILED ON NUMEROUS ATTEMPTS. DOOR INITIALIZED WITH SAME RESULT OF NO POWER OPEN FROM AN Y SWITCH WITH EXCEPTION FROM INTERIOR OR EXTERIOR HANDLE. CALLED HOTLINE ON 7-27-06 AND SPOKE TO PAUL. PAUL ADVISED ALIGNMENT. DOOR SCHEDULED FOR ALIGNMENT AT BODY SHOP. ALIGNED DOOR WITH BODY SHOP

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

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

CUSTOMER SIGNATURE

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PAGE 3

SERVICE ADVISOR: 5359 MARK A GENOVESI

CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B [REDACTED]		31669/31581	T2779	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PID NO.	RATE	PAYMENT	INV. DATE
01SEP03	IS		17:00	06SEP06	85.00	CASH	08SEP06
P.O. OPENED:		READY	OPTIONS: STK:P2753 DLR:02662				

09:58 17JUL06 16:46 08SEP06

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

TECH. SAME RESULTS. CONTACTED HOTLINE SPOKE WITH NATE. MONITORED PID DATA. RESULTS OF O MS TIME FROM SECTIME AND SP TIME STILL PRESENT. INFORMED NATE OF PREVIOUS REPLACEMENT ON 8-7 -06. CONTACTED HOTLINE AFTER PPT AND PID DATA MONITORING. SPOKE WITH JIM. JIM RECOMMENDED TESTING OF CKT 1434 (LT/PK) SJB TO PSD MODULE. ADVISED JIM OF PAST TEST RESULTS. REPERFORMED TESTING. 1.2 OHMS PRESENT. WITHIN SPEC. CONTACTED HOTLINE ON 8-8-06. SPOKE WITH DAVE. DAVE ADVISED ME OF FIELD TECH DEPLOYMENT. FSE KEVIN BLACK ARRIVED. PERFORMED THE FOLLOWING UNDER ADVICE NT. REMOVED LFT AND RIGHT POWER SLIDING DOOR TRIMS. REAR QUARTER LFT AND RT TRIMS. "B" PILLAR TRIMS OVER HEAD CONSOLE AND SJB KICKPANEL. REPERFORMED EEC TESTS, PID DATA MONITORING AND PPT. ALL RESULTS SAME. REALIGNED DOOR W KEVIN. SAME RESULTS. REFERRED TO WIRING DIAGRAM WITHOUT PPT PROCEDURE. 126-2 CKT 1251 OBSERVED TO BE COMMON CKT BETWEEN DETENT SWITCH C711 AND LATCH REVERSE ACTUATOR C709. REMOVED WIRING HARNESS. OBSERVED INCORRECT CONNECTOR TO C709. FSE RECOMMENDED HARNESS AND ACTUATOR REPLACEMENT. NEW PARTS ARRIVED WITH SAME RESULTS. INCOMPATIBILITY ISSUE WITH C709 HARNESS SIDE AND LATCH SIDE. REMOVE D CONNECTOR AND SPLICED PROPER CONNECTOR TO ACTUATOR. TESTED REPAIR. DOOR OPERATES PROPERLY. PERFORMED EEC TESTS AND OBSERVED PID DATA. ALL OBSERVED OPERATION NORMAL. REPAIR VERIFIED.

C C/S TIRE LIGHT KEEPS COMING ON EVEN THOUGH ALL TIRES ARE SUPPOSEDLY OK

MISC MISC REPAIR

14 ISP 0.20

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 (N/C)

31581 VERIFIED TPMS LIGHT ON. CHECKED TIRE PRESSURES. LR TIRE AT 34 PSI. ALL OTHERS AT 41 PSI. SET ALL FOUR TIRES TO 35 PSI AND RESET TPMS.

D C/S CLUNK IN RIGHT FRONT WHEN TURNING SLOW SPEEDS (LIKE IN A PARKING LOT) ... DOES NOT HAVE TO BE TURNING HARD OVER)

CNV COULD NOT VERIFY CONCERN AT THIS TIME

14 ISP 0.00

(N/C)

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		LABOR AMOUNT	
		PARTS AMOUNT	
		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	

CUSTOMER COPY

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PAGE 5

SERVICE ADVISOR: 5359 MARK A GENOVESI

CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E [REDACTED]		31669/31581	T2779	
DEL DATE	PRGD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03 IS			17:00 06SEP06		85.00	CASH	08SEP06
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					
09:58 17JUL06	16:46 08SEP06						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
31581							

31581 RETRIEVED KEYLESS ENTRY CODE 11995.

\*\*\*\*\*

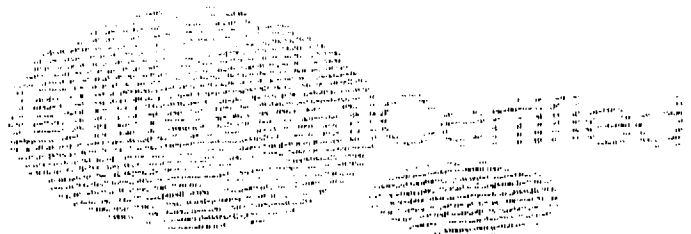
H\*\* C/S IGNITION KEY HAS BECOME HARD TO PULL OUT WHEN VAN IS SHUT OFF  
CNV COULD NOT VERIFY CONCERN AT THIS TIME

14 ISP 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00 (N/C)

31581 CYCLED KEY ON AND OFF AND REMOVED KEY EFFORTLES SLY SEVERAL  
TIMES. COULD NOT DUPLICATE CONCERN AT THIS TIME.

\*\*\*\*\*



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			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
			CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT

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PAGE 1

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B [REDACTED]		42226/42226	T4961	
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

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

A CUSTOMER STATES TRANSMISSION LIGHT STAYS ON. CHECK ENGINE LIGHT ON.

VEHICLE WONT MOVE IN GEAR

CAUSE: 42226 PERFORMED ELEC-TESTS ON TRANS.RETREIVED CODE PO442 FOR EVAP.PERFORMED PRESSURE TESTS ON TRANS AND FOUND NONE.ISOLATED TO INTERNAL IS

7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS

- DIAGNOSIS (7000) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 1.30

(N/C)

7000F2 AUTOMATIC TRANSMISSION PIN POINT TEST - DIAGNOSIS - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.30

(N/C)

7000A AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE (7000) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 5.20

(N/C)

7000AXQ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.20

(N/C)

7000AZJ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.30

(N/C)

7000A2 AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL (7C391/7000) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 6.20

(N/C)

7000A4 AUTOMATIC TRANSMISSION CONVERTER ASSEMBLY - FLUSH (7A283/7052/7902) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

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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

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SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	FAB	
SILVER	04	FORD FREESTAR	2FMDA522X4E [REDACTED]		42226/42226	T4961	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
R.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

08:41 13AUG07 17:06 15AUG07

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
			WE	0.20			(N/C)	
7000A11			AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH (7A030/7A031) - L					
			9 POTRZEBOWSKI, JOHN LIC#: M210532					
			WE	0.30			(N/C)	
7000A13			AUTOMATIC TRANSMISSION MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL (7A100) - L					
			9 POTRZEBOWSKI, JOHN LIC#: M210532					
			WE	1.80			(N/C)	
7000A2ZG			AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL - L EXTRA TIME TO CLEAN, INSPECT AND REUSE ELASTOMERIC REUSABLE					
			9 POTRZEBOWSKI, JOHN LIC#: M210532					
			WE	0.10			(N/C)	
15			ATF BULK TRANSMISSION FLUID					(N/C)
4			*W705444*S900 STD					(N/C)
4			*W705443*S900 NUT					(N/C)
1			2F1Z*7F401*AA SEAL					(N/C)
1			2F2Z*7B328*AA SHAFT - OIL PUMP DRIVE					(N/C)
1			3F2Z*7902*ACRM REMAN CONVERTER ASY					(N/C)
2			E6DZ*7G092*A SEAL					(N/C)
3			E6DZ*7G093*A SEAL - OIL PUMP					(N/C)
1			E6DZ*7G092*A SEAL					(N/C)
2			2F1Z*1177*AB SEAL					(N/C)
9000D			EVAPORATIVE EMISSIONS SYSTEM STATIC PRESSURE LEAK TEST - DIAGNOSIS - L					
			9 POTRZEBOWSKI, JOHN LIC#: M210532					
			WE	0.40			(N/C)	
9000D1			EVAPORATIVE EMISSIONS SYSTEM LEAK TEST - DIAGNOSIS - L					
			9 POTRZEBOWSKI, JOHN LIC#: M210532					
			WE	0.20			(N/C)	
9000D2			EVAPORATIVE EMISSIONS SYSTEM RE-TEST - DIAGNOSIS - L					

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.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of the 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	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE

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PAGE 3

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B [REDACTED]		42226/42226	T4961	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
R.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					
08:41 13AUG07	17:06 15AUG07						

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

9 POTRZEBOWSKI, JOHN LIC#: M210532  
WE 0.10

12222A VACUUM TUBE/HOSE - REPAIR  
(VACHOSE/9E455/9E498/9E499/9F485) - L  
9 POTRZEBOWSKI, JOHN LIC#: M210532  
WE 0.40

(N/C)

(N/C)

FC: G29 30  
PART#: 3F2Z\*7902\*ACRM  
COUNT:  
CLAIM TYPE: ESP  
AUTH CODE:  
8996

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

42226 PERFORMED ELEC/TESTS ON TRANS. RETRIEVED CODE P0442 FOR  
EVAP. PERFORMED PRESSURE TESTS ON TRANS AND FOUND NONE, ISOLATED TO  
INTERNAL ISSUE REMOVED TRANS AXLE AND MOUNTED ON BENCH, DISASSEMBLED AND  
FOUND PUMP SHAFT SPLINES STRIPPED AND TORQUE CONVERTER SPLINES CHUNKED  
OUT AS WELL TESTED ALL CYLINDER AND CLEANED OUT DEBRIS. DISASSEMBLED  
V/B AND CLEANED. FLUSHED COOLER AND LINES. REPLACED PUMP SHAFT AND  
RELATED SEALS. REPLACED TORQUE CONVERTER. REASSEMBLED TRANS AND REPLACED  
BROKEN EXHAUST STUDS. TOPPED FLUID LEVEL/TEST DROVE. TRANS ISSUE  
RESOLVED. PERFORMED EVAP TESTS AND FAILED. PERFORMED SMOKE TEST AND FOUND  
VAPOR LINE DISLODGED FROM CANISTER. RESECU AND RETESTED. SYSTEM  
PASSED/CLEARED CODE/RESOLVE

\*\*\*\*\*

B CUSTOMER STATES PASSENGER SLIDER DOOR LOCK INOP  
CAUSE: 42226 PERFORMED INSPECTION. FOUND SLIDING DOOR CONTACT  
BROKEN. REPLACED CONTACTS AND RETESTED-FOUND D LOC ACTUATOR  
FAULTY. REMOVED PANEL AND RE

12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST -  
L

9 POTRZEBOWSKI, JOHN LIC#: M210532  
WE 0.20

(N/C)

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		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		

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PAGE 4

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI  
HOME:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		42226/42226	T4961	
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01SEP03	IS		10:30 15AUG07		87.50	CASH	15AUG07
P.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

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

12651D2	BODY/CHASSIS/ELECTRICAL	PIN POINT TEST - DIAGNOSIS - L					
	9	POTRZEBOWSKI, JOHN LIC#: M210532					(N/C)
		WE 0.30					
14658AT	SLIDING DOOR CONTACT(S) - REPLACE	(14A658) - L					
	9	POTRZEBOWSKI, JOHN LIC#: M210532					(N/C)
		WE 0.30					
27411B	TRIM PANEL-BODY SIDE SLIDING DOOR - REMOVE	AND INSTALL (27411) - L					
	9	POTRZEBOWSKI, JOHN LIC#: M210532					(N/C)
		WE 0.20					
27411B7	ACTUATOR ASSEMBLY-BODY SIDE SLIDING DOOR	- REPLACE (218A42/26594) - L					
	9	POTRZEBOWSKI, JOHN LIC#: M210532					(N/C)
		WE 0.50					
12651DX1	BODY / CHASSIS / ELECTRICAL (BCE) - TEST	- L EXTRA TIME TO REPEAT FINAL QUICK TEST					
	9	POTRZEBOWSKI, JOHN LIC#: M210532					(N/C)
		WE 0.10					
	1	XF2Z*14A658*CA TERMINAL					(N/C)
	1	XF2Z*14A658*BA TERMINAL					(N/C)
	1	2F2Z*16218A42*BA ACTUATOR ASY					(N/C)

FC: L17 42  
PART#: XF2Z\*14A658\*CA  
COUNT:  
CLAIM TYPE: ESP  
AUTH CODE:  
8996

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

42226 PERFORMED INSPECTION.FOUND SLIDING DOOR CONTACT BROKEN.REPLACED CONTACTS AND RETESTED/FOUND LOC ACTUATOR FAULTY.REMOVED PANEL AND REPLACED LOCK ACTUATOR.RETESTED/RESOLVED

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.	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	
		PARTS AMOUNT	
		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	

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PAGE 5

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI  
HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B [REDACTED]		42226/42226	T4961	
DLR DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
R.O. OPENED		READY		OPTIONS: STK:P2753 DLR:02662			
08:41 13AUG07		17:06 15AUG07					

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

C PERFORM QUALITY CARE INSPECTION

99P PERFORM QUALITY CARE INSPECTION

9 POTRZEBOWSKI, JOHN LIC#: M210532

ISP 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 (N/C)

42226

\*\*\*\*\*

D\*\* CUSTOMER STATES CD PLAYER/RADIO INOP

CAUSE: 42226 PERFORMED TESTS-FOUND INTERNAL CD ISSUE.REMO VED

REPLACED-RETESTED-RESOLVED

18805B RADIO - REMOVE (18806) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.30

(N/C)

18805C RADIO-AFTER REPAIR - INSTALL (18806) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.30

(N/C)

FC: A16 42

PART#: 18806

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

42226 PERFORMED TESTS/FOUND INTERNAL CD ISSUE.REMOVED

REPLACED/RETESTED/RESOLVED

\*\*\*\*\*

E\*\* CUSTOMER STATES ABS LIGHT ON

CAUSE: 42226 PERFORMED TESTS ON ABS SYSTEM.FOUND C-1288 IN

CONTINUOUS.PINPOINT TESTS ISOLATED TO FAULTY DEACTIVATION

SW-REPLACED-RETESTED-RESOLVED

071410E REPLACE THE BRAKE PRESSURE SWITCH PER TSB

07-14-10

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.	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
		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

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PAGE 6

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI

HOME:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		42226/42226	T4961	
DEL DATE	RHO DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07

R.D. OPENED: READY: OPTIONS: STK:P2753 DLR:02662

08:41 13AUG07 17:06 15AUG07

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

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.90

1 3F2Z\*9F924\*AB SWITCH ASY

FC: H19 42

PART#: 3F2Z\*9F924\*AB

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

(N/C)  
(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

42226 PERFORMED TESTS ON ABS SYSTEM.FOUND C-1288 IN CONTINOUS.PINPOINT TESTS ISOLATED TO FAULTY DEACTIVATION SW/REPLACED/RETESTED/RESOLVED CLEARED CODE/ROAD TESTED/

\*\*\*\*\*

SUBL HERTZ RENTAL

WE

(N/C)

### CUSTOMER PAY DEDUCTIBLE FOR REPAIR ORDER

100.00

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		LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	100.00
		TOTAL CHARGES	100.00
		LESS INSURANCE	0.00
		SALES TAX	6.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	106.00

CUSTOMER COPY





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  
FEBRUARY 2007

003134

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

MICHAEL PILAT  
350 Bryant Road  
Apt A 39  
Spartanburg, SC 29303

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, Michael Pilat, is an adult individual citizen and legal resident of the State of South Carolina, 350 Bryant Road, Apt A 39, Spartanburg, SC 29303.
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 September 08, 2004, Plaintiff purchased a new 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA51624BB12237.
4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the State of South Carolina.

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 \$25,000.00. True and correct copies of the purchase agreement are not in Plaintiff possession, however they can be obtained from Defendant's authorized dealership.

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: Vehicle Bucking, Losses Power, Check Engine Light On, Transmission and Vehicle Shuts Off While Driving. True and correct copies of the repair invoices are not in Plaintiff possession, however they can be obtained from Defendant's authorized dealership.

**COUNT I**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

12. 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).

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

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

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

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

17. 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.

18. 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.

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

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

**COUNT II**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

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 "Person" as defined by 73 P.S. §201-2(2).

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

31. 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."

32. 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.

33. 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.

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


35. 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.

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

37. 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

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

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



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CRAIG THOR KIMMEL, ESQUIRE  
Attorney for Plaintiff

**FEBRUARY 2007**

**003134**



## Action Detail

**VIN:** 2FMZA51624E [REDACTED]      **Year:** 2004      **Model:** FREESTAR      **Case:** 735402127  
**Name:** [REDACTED]      **Owner Status:** Original      **WSD:** 2004-09-09  
**Symptom Desc:** LOSS OF POWER AT CRUISE ALL ENGINE TEMP      **Primary Phone:** [REDACTED]  
**Reason Desc:** DEALERSHIP - MULTIPLE REPAIR      **Secondary Phone:**  
**Issue Type:** 03 CONCERN      **Issue Status:** CANCEL      **Dealer:** OC WELCH FORD LINC-MERC INC  
**Initial Customer Contact:** 07/31/2007  
**Origin Desc:** FIELD ORGANIZATION      **P & A Code:** 01018  
**Action Desc:** FORD COVERED REPAIR MADE - WARRANTY  
**Odometer:** 28625 MI      **Comm Type:** VISIT  
**Action Date:** 07/31/2007      **Action Time:** 20:25:40:127      **Action Data:** No  
**Analyst Name:** SONNEN, STUART (S.J.)      **Analyst:** SSONNEN

**COMMENTS:** PARTS & SERVICE DIRECTOR REQUESTING AID; THIS IS THE 5TH TIME THE VAN HAS BEEN IN TO SERVICE FOR TRANSMISSION OR WATER IN PCM. THERE WAS EVIDENCE OF WATER IN THE PCM AGAIN. THERE ARE DRIP MARKS ON TOP OF THE PCM AND WATER PATH MARKS TO THE ELECTRICAL CONNECTORS OR PINS. SEE PHOTO IN GCQIS FILE. THERE IS RUST ON THE INSIDE OR PASSENGER SIDE OF THE COWL JUST ABOVE THE OPENING FOR THE ELECTRICAL CONNECTOR. I ADVISED TO REMOVE WHOLE INSTRUMENT PANEL PAD. THEN REINSTALL STEERING WHEEL SO THE VAN CAN BE MOVED WITH SOME EASE. THEN WATER TEST WITH HOSE TAPED TO THE ROOF SO WATER CAN PORE OVER THE RIGHT SIDE OF THE WINDSHIELD AND COWL AREA. CHECK THE INSIDE OF THE PCM AREA FOR WATER. THEN REPAIR AS REQUIRED. THE TRANSMISSION MAY NEED REPAIRS BECAUSE IT WILL NOT MOVE AT TIMES.

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All Action Details for Issue

[Print](#)

VIN: 2FMZA51654B [REDACTED] Year: 2004 Model: FREESTAR Case: 463882477  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-06  
Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 10/04/2007

Action: DEALER CAN'T RESOLVE CONCERN IF THEY CAN'T DUPLICATE CONCERN  
Dealer: 20527 MALOUF FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 24000 MI Comm Type: PHONE  
Analyst Name: THOMPSON LOREEN Analyst: LTHOM252  
Action Date: 09/04/2007 Action Time: 13.03.36.240 Action Data: No

Comments CUSTOMER SAID: -STARTED ON 08/24/07-WHEN SHE STARTS THE VEH IT IS FINE AND WHEN SHE GETS ABOUT 2 BLOCK THE CAR LOCKED UP AND THEN STALLED -THE STEERING AND THE BRAKES JUST LOCK UP-FEELS UNSAFE SHE HAS 2 SMALL KIDS -THIS HAD ALSO HAPPENED ABOUT A YEAR AGO-AT THAT TIME THEY REPLACED A SENSOR-MALOUF FORD - LINCOLN MERCURY, INC.-JIM S/A-CANT FIND OUT WHAT IS WRONG THEY ARE CALLING TECK HOTLINE-HAS NOT BEEN DIAG YET-HAS NOT BEEN REPAIRED YET-VEH IS AT THE DLR-IS SEEKING TO HAVE HER VEH FIXED AND WANTS TO FEEL SAFE IN HER VEHDEALER SAID: -CANT FIND OUT WHAT IS WRONG-MALOUF FORD - LINCOLN MERCURY, INC.US HIGHWAY 1 COMMERCE BLVD. NORTH BRUNSWICK, NJ 08902TEL:(732) 951-0300CRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 20527 MALOUF FORD, INC. Origin Desc: DEALER  
Odometer: 24000 MI Comm Type: VISIT  
Analyst Name: MALOUF FORD Analyst: G-NUCIF1  
Action Date: 09/05/2007 Action Time: 09.02.51.996 Action Data: No

Comments VEHICLE IN WITH THE CONCERN OF " DIES WHILE DRIVING ' DEALER RETRIEVED CODE FOR BAD CAM SENSOR. SUBSEQUENTLY RETRIEVED CODE FOR BAD THROTTLE POSITION SENSOR. BOTH REPLACED VEHICLE IS NOW REPAIRED ACCORDING TO RETEST AND ROAD TEST.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 20527 MALOUF FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 24000 MI Comm Type: PHONE  
Analyst Name: POLK Analyst: JPOLK9  
(JPOLK9),JENNIFER  
Action Date: 09/05/2007 Action Time: 13.04.22.421 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
TERASITA		SUKHRAM	7327452407	SPOUSE

Comments CCS JPOLK9 EXT 7243-OBC TO DLRSH-P/S/M JERRY STATES THAT VEH HAS BEEN REPAIRED-STATES FOUND CODES AND REPLACED PARTS-STATES ROADTESTING VEH AND VEH WILL BE RELEASED TO CUST

TODAY=====OBC TO CUST-CCS ADV CUST JENNIFER FROM FORD NE MARKET OFFICE-CUST STATES THAT THEY WILL BE PICKING VEH UP TODAY-CCS ADV CUST WOULD LIKE CUST TO DRIVE VEH AROUND TO ENSURE CONCERN HAS NOT RETURNED BEFORE CASE CLOSURE-CCS ADV CUST CONTACT INFO-CCS ADV CUST WILL FOLLOW UP ON THURSDAY SEPT 13TH BY 5PM EST TO REVIEW, IF CONCERN RETURNS ADV CUST TO CONTACT CCS

**Action:** DOCUMENT INFORMATION AND CLOSE CONTACT

**Dealer:** 20527 MALOUF FORD, INC.

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 24000 MI

**Comm Type:** PHONE

**Analyst Name:** POLK (JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 09/12/2007

**Action Time:** 09.15.25.640

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO CUST-CCS ASKED CUST HOW VEH IS RUNNING-CUST STATES STILL HAS A LITTLE PROBLEM WITH STARTING, VEH WILL NOT ALWAYS START ON FIRST CLICK-CUST DOESN'T KNOW WHEN THEY WILL HAVE THE TIME TO GET VEH TO DLRSH-CCS ADV CUST TO CONTACT CCS IN FUTURE IF THEY ARE AT THE DLRSH AND THEY FEEL THAT THEY NEED ASSISTANCE-NO FURTHER CCS ACTION REQUIRED AT THIS TIME, CLOSE CONTACT

**Action:** DEALER CAN'T RESOLVE CONCERN IF THEY CAN'T DUPLICATE CONCERN

**Dealer:** 20651 FULLERTON FORD

**Origin Desc:** US CONCERN CASE BASE

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** KENDALL AIELLO (KAIELLO4)

**Analyst:** KAIELLO4

**Action Date:** 10/02/2007

**Action Time:** 12.38.33.656 **Action Data:** No

**Caller Information If Different From Vehicle Owner:**

First Name	Middle Initial	Last Name	Day Phone	Relationship
TERESITA		SUKHRAM	7327452407	SPOUSE

**Comments** CUSTOMER SAID: 1. STALLS -HAPPENS EVERY FEW MONTHS -HAPPENS INTERMITTENTLY -ENGINE SOUND STRANGE BEFORE IT HAPPENS-VEH IS NOT PULLING ANY CODES-VEH IS AT THE DLR-CUST WILL BE PICKING UP THE VEH TODAY BECAUSE THE DLR COULD NOT DUPLICATE THE STALLING-DLR HAS BEEN ABLE TO DIAGNOSE THE ISSUE ON TWO REPAIR VISITS-VEH IS BEING REPAIRED, BUT NOT FOR THIS ISSUE-CUST NO LONGER HAS FAITH IN THE DLR; WOULD LIKE TO GET A SECOND OPINION REGARDING THIS CONCERN, AND PREVIOUS REPAIRS PERFORMED BY MALOUF FORD-CUST NEEDS THE VEH FIXED ASAP; AND NEEDS TO KNOW THAT THE VEH WILL BE SAFE-VEH "LOCKS UP" JUST BEFORE IT STALLS, THE STEERING LOCKS, THE BREAKS ARE HARD; CUST IS UNABLE TO CONTROL THE VEH-CUST NO LONGER FEELS SAFE IN THE VEH-CUST STATES THAT SHE FEELS THE VEH WAS NOT REPAIRED CORRECTLY LAST TIME-CUST WANTS THE VEH REPAIREDDEALER SAID: -NONEFULLERTON FORD1044 U.S. ROUTE 22 EAST SOMERVILLE, NJ 08876TEL:(800) 975-2500-CUST WILL BE BRINGING HER VEH TO THIS DLR FOR A SECOND OPINIONCRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20651 FULLERTON FORD

**Origin Desc:** DEALER

**Odometer:** 24500 MI

**Comm Type:** INBOUND EMAIL-OTHER

**Analyst Name:** ALLEN PRINCE

**Analyst:** A-PRINC4

**Action Date:** 10/04/2007

**Action Time:** 08.58.13.825

**Action Data:** No

**Comments** PLEASE GET THIS OFF OF MY DEALER P/A CODE WE HAVE ENOUGH OF OUR OWN BS.

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20651 FULLERTON FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK  
(JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/04/2007

**Action Time:**  
14.35.46.421

**Action Data:** No

**Comments** -CCS JPOLK9 EXT 7243-OBC TO DLRSH-P/S/M ALLEN STATES CUST HAS NOT BEEN TO THIS DLR AND DOESN'T WANT TO LOOK AT CUST VEH AS VEH REPAIRED AT ANOTHER PREVIOUSLY FOR SAME CONCERN=====OBC TO CUST-CCS LEFT V/M ADV CUST CALLING TO UNDERSTAND CONCERNS AND SEE IF THERE IS ANYTHING FORD CAN DO TO ASSIST-CCS LEFT CONTACT INFO-CCS ADV CUST WILL FOLLOW UP TOMORROW FRIDAY OCT 5TH BY 5PM EST

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20651 FULLERTON FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK  
(JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/05/2007

**Action Time:**  
14.42.46.085

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO CUST-CUST STATES NOT DRIVING VEH AS SHE IS SCARED TO DRIVE IT-STATES VEH STALLING AND WILL START RIGHT BACK UP-STATES THAT SHE CAN'T BE WITHOUT A VEH-CCS ADV CUST THAT DLR THAT CUST CHOSE TO BRING VEH TO, DOES NOT WISH TO SEE VEH, WHICH IS THEIR OPTION AS ANOTHER DLR HAS WORKED ON VEH-CCS ADV CUST NEXT STEP IS TO FIND ANOTHER DLR WILLING TO SEE VEH-CUST STATES THAT SHE HAS THINGS TO DO AND CAN'T BE WITHOUT VEH, WANTS IT FIXED-CCS ADV CUST IN ORDER TO FIX VEH SINCE CUST DOESN'T WISH TO BRING BACK TO MALOUF, IS TO FIND ANOTHER DLR WILLING TO LOOK AT VEH-CCS ADV CUST AS WELL THAT CONCERN WILL NEED TO BE DUPLICATED OR CODES FOUND IN ORDER FOR REPAIR TO BE MADE-CUST STATES VERY UPSET AND WILL STAND OUTSIDE OF DLR ADVISING CUST NOT TO BUY PRODUCTS-CUST STATES NEEDS RENTAL, CCS ADV CUST THAT RENTAL PROVISIONS ARE NOT COVERED UNDER B2B WARRANTY-CCS ADV CUST WILL RESEARCH AND FOLLOW UP WEDNESDAY OCT 10TH BY 5PM EST

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20651 FULLERTON FORD

**Origin Desc:** DEALER

**Odometer:** 24500 MI

**Comm Type:** OTHER

**Analyst Name:** ALLEN PRINCE

**Analyst:** A-PRINC4

**Action Date:** 10/09/2007

**Action Time:** 15.08.31.033

**Action Data:** No

**Comments** GET THIS OFF OUR DEALER CUSTOMER HAS NEVER BEEN HERE FOR ANY TEST DRIVE OR REPAIR JENN PLEASE REMOVE.

---

**Action:** TRANSFER ISSUE

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK  
(JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/10/2007

**Action Time:**  
11.28.47.219

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO LICCARDI FORD-S/M TOM STATES WILL LOOK AT VEH FOR CUST=====OBC TO CUST-CCS LEFT V/M ADV CUST THAT LICCARDI FORD WILL LOOK AT VEH-CCS ADV CUST TO CONTACT AND SCHEDULE APPT AT DLR-CCS PROVIDED ADDRESS AND PHONE #-CCS ADV CUST WILL FOLLOW UP ON MONDAY OCT 15TH BY 5PM EST

---

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK (JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/15/2007

**Action Time:** 10.09.23.261

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO DLRSH-P/S/M TOM STATES THAT CUST CALLED AND LEFT MSG- STATES HE CALLED CUST AND LEFT MSG THAT SHE COULD BRING VEH IN ANYTIME THIS WEEK, HAS NOT HEARD BACK, NO APPT SET=====OBC TO CUST-CCS LEFT V/M ADV CUST PER TOM THAT CUST COULD BRING VEH IN THIS WEEK-CCS ADV CUST TO CONTACT CCS WHEN APPT IS MADE-CCS ADV CUST WILL FOLLOW UP ON THURSDAY OCT 18TH BY 5PM EST TO REVIEW

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** DEALER

**Odometer:** 24500 MI

**Comm Type:** VISIT

**Analyst Name:** THOMAS PARSONS

**Analyst:** T-PARSO5

**Action Date:** 10/18/2007

**Action Time:** 08.09.01.973

**Action Data:** No

**Comments** DEALER UNABLE TO VERIFY CONCERN...HOWEVER TECH FOUND TSB WHICH REFERENCED TO CUSTOMERS CONCERNS...DEALER PERFORMED REPAIRS AND HAS RELEASED VEHICLE TO CUSTOMER.

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK (JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/18/2007

**Action Time:** 14.33.37.926

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO DLRSH-P/S/M TOM STATES PERFORMED TSB 06-14-10, STATES WATER CAME OUT OF THE PLUGS TO PCM-STATES CUST PICKED UP VEH YESTERDAY=====OBC TO CUST-CCS LEFT V/M ADV CUST CALLING TO SEE IF THERE ARE ANY CURRENT CONCERNS-CCS ADV CUST WILL FOLLOW UP TOMORROW OCT 19TH BY 5PM EST TO REVIEW

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK (JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/19/2007

**Action Time:** 10.35.18.850

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO CUST-CCS LEFT V/M ADV CUST CALLING TO ENSURE VEH REPAIRED- CCS ADV CUST CONTACT INFO-CCS ADV CUST WILL FOLLOW UP ON TUESDAY OCT 23RD BY 5PM EST TO REVIEW

---

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** BECERRA  
(MBECERR2),MELISSA

**Analyst:** MBECERR2

**Action Date:** 10/23/2007

**Action Time:**  
12.41.01.483

**Action Data:** No

**Comments** --CALLED CUST ON DAYTIME NUMBER AND ADVISED IN VM THAT CCST JENNIFER WILL ALL AGAIN TO F/U AFTER REPAIRS, NO LATER THAN FRIDAY 10/26TH BY 5PM EST

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**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK  
(JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/26/2007

**Action Time:**  
13.35.21.502

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO CUST-CCS ADV CUST AS PER PREVIOUS CONVERSATION WHEN CUST SEEKING ASSISTANCE ON TRADE, OFFERED CUST XPLAN-CCS ADV CUST THAT IT IS A DISCOUNT TOWARDS THE PURCHASE OF ANOTHER VEH, DOESN'T APPLY TO LEASING-CUST STATES WILL ACCEPT-CUST ADV VEH PURCHASED IN HUSBAND NAME SUNIL SUKHRAM, LAST 4 OF SSN 2932-CCS ADV CUST WILL REQUEST FOR PIN AND PROVIDE ON MONDAY OCT 29TH BY 5PM EST

---

**Action:** DOCUMENT INFORMATION AND CLOSE CONTACT

**Dealer:** 20528 LICCARDI FORD INC

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 24500 MI

**Comm Type:** PHONE

**Analyst Name:** POLK  
(JPOLK9),JENNIFER

**Analyst:** JPOLK9

**Action Date:** 10/29/2007

**Action Time:**  
16.45.27.136

**Action Data:** No

**Comments** CCS JPOLK9 EXT 7243-OBC TO CUST-CCS PROVIDED CUST X PLAN PIN X-80-279-01-CCS ADV CUST ANY FUTURE CONCERNS TO CONTACT CCS-NO FURTHER CCS ACTION REQUIRED AT THIS TIME, CLOSE CONTACT

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All Action Details for Issue

[Print](#)

VIN: 2FMZA51654B [REDACTED] Year: 2004 Model: FREESTAR Case: 463882477  
Name [REDACTED] Owner Status: Original WSD: 2004-08-06  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS  
Dealer: Origin Desc: US CONCERN CASE BASE  
Odometer: 1 MI Comm Type: PHONE  
Analyst Name: ASHLEY SPARACINO (ASPARACI) Analyst: ASPARACI  
Action Date: 10/22/2007 Action Time: 15.51.52.362 Action Data: No

Comments CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.~ADVISED CUST THAT THERE IS A F/U SET FOR TOMORROW 10-23-07 BY 5PM EST

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All Action Details for Issue

Print

VIN: 2FMZA51654E [REDACTED] Year: 2004 Model: FREESTAR Case: 463882477  
Name [REDACTED] Owner Status: Original WSD: 2004-08-06  
Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 25000 MI

Comm Type: PHONE

Analyst Name: LAUREN GOMES (LGOMES14)

Analyst: LGOMES14

Action Date: 10/03/2007

Action Time: 09.20.47.519 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

SPOUSE

Comments CUSTOMER SAID: ==CUST SEEKING REPAIR OF VEH==DLR CANNOT DUPLICATE CONCERN==VEH WOULD STALL==WAS TOLD TO TAKE VEH TO DLR FOR REPAIRS AND NO ONE WANTS TO WORK ON THE VEH BECAUSE PREVIOUS DLR ALREADY MESSSED WITH IT==SEEKING RENTAL==CUST CONCERNED WITH FAMILY==PREVIOUS DLR CANNOT FIGURE OUT WHAT THE CAUSE IS==CUST SAYS THAT SHE IS MAKING PAYMENTS ON A VEH THAT IS JUST SITTING THERE==BELIEVES THAT THE CONCERN SHOULD HAVE BEEN RESOLVEDDEALER SAID: MALOUF FORD - LINCOLN MERCURY, INCUS HIGHWAY 1 COMMERCE BLVD.NORTH BRUNSWICK, NJ 08902TEL:(732) 951-0300\*\*CANNOT DUPLICATE CONCERN 3 TIMESFULLERTON FORD1044 U.S. ROUTE 22 EASTSOMERVILLE, NJ 08876TEL:(800) 975-2500\*\*DONT WANT TO REPAIR AND PREVIOUS DLR NEEDS TO REPAIRCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.==SPOKE WITH CCS JESSICA ABOUT CONCERNS PREVIOUSLY==BEST IF CUST WAIT FOR CCS TO CONTACT HER SO THAT SHE CAN FURTHER DISCUSS INFO

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 24500 MI

Comm Type: PHONE

Analyst Name: LAUREN GOMES (LGOMES14)

Analyst: LGOMES14

Action Date: 10/04/2007

Action Time: 14.00.01.639 Action Data: No

Comments CUSTOMER SAID: ==CUST SEEKING REPAIR OF VEH==DLR CANNOT DUPLICATE CONCERN==VEH WOULD STALL==WAS TOLD TO TAKE VEH TO DLR FOR REPAIRS AND NO ONE WANTS TO WORK ON THE VEH BECAUSE PREVIOUS DLR ALREADY MESSSED WITH IT==SEEKING RENTAL==CUST CONCERNED WITH FAMILY==PREVIOUS DLR CANNOT FIGURE OUT WHAT THE CAUSE IS==CUST SAYS THAT SHE IS MAKING PAYMENTS ON A VEH THAT IS JUST SITTING THERE==BELIEVES THAT THE CONCERN SHOULD HAVE BEEN RESOLVEDDEALER SAID: MALOUF FORD - LINCOLN MERCURY, INCUS HIGHWAY 1 COMMERCE BLVD.NORTH BRUNSWICK, NJ 08902TEL:(732) 951-0300\*\*CANNOT DUPLICATE CONCERN 3 TIMESFULLERTON FORD1044 U.S. ROUTE 22 EASTSOMERVILLE, NJ 08876TEL:(800) 975-2500\*\*DONT WANT TO REPAIR AND PREVIOUS DLR NEEDS TO REPAIRCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.==SPOKE WITH CCS JESSICA ABOUT CONCERNS PREVIOUSLY==BEST IF CUST WAIT FOR CCS TO CONTACT HER SO THAT SHE CAN FURTHER DISCUSS INFO

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DP09-004 0121L

All Action Details for Issue

[Print](#)

VIN: 2FMZA51654B [REDACTED] Year: 2004 Model: FREESTAR Case: 463882477  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-06  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUSTOMER FOCUS - NO CONTACT REQUIRED/DECISION ALREADY RENDERED

Dealer:

Origin Desc: MANUAL -  
CORRESPONDENCE CSR

Odometer: 24000 MI

Comm Type: INBOUND  
CUSTOMER MAIL

Analyst Name: TERESA WESLEY  
(TWESLEY1)

Analyst: TWESLEY1

Action Date: 09/12/2007

Action Time: 09.47.41.451

Action Data: No

Comments CUSTOMER SAID: \* LETTER 9/04- COMPLAINT OF VEHIC SHUTTING OFF WHILE DRIVING- SEEKS ASSISTANCECRC ADVISED: CUSTOMER FOCUS - NO CONTACT REQUIRED/DECISION ALREADY RENDERED\* ATTACHING ONLY- CUST HAS MADE CONTACT WITH CCST SINCE DATE OF LETTER

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All Action Details for Issue

[Print](#)

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VIN: 2FMZA51654E [REDACTED]      Year: 2004      Model: FREESTAR      Case: 463882477  
Name: [REDACTED]      Owner Status: Original      WSD: 2004-08-06  
Symptom Desc:      Primary Phone [REDACTED]  
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS      Secondary Phone [REDACTED]  
Issue Type: 02 INFORMATION      Issue Status: CLOSED

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Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER  
Dealer:      Origin Desc: MANUAL - PHONE CSR  
Odometer: 24000 MI      Comm Type: PHONE  
Analyst Name: THOMPSON LOREEN      Analyst: LTHOM252  
Action Date: 09/04/2007      Action Time: 12.53.07.017      Action Data: No

Comments CUSTOMER PROFILE UPDATE

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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.

SUNIL SUKHRAM  
16 Whittier Ave  
Somerset, NJ 08873

v.

FORD MOTOR COMPANY  
C/O CT Corporation  
820 Bear Tavern Road, Suite 350  
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY  
SOMERSET COUNTY

CIVIL ACTION

NO. *SOM-L-580-08*

### COMPLAINT

1. Plaintiff, Sunil Sukhram, is an adult individual citizen and legal resident of the State of New Jersey, 16 Whittier Ave, Somerset, NJ 08873.

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 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA51654BB285.

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 \$36,306.96.

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. The first documented warranty repair attempt is believed to have occurred on or before November 27, 2006, when the vehicle odometer showed 19,058 miles. On that date, repair attempts were made to the vibration while driving. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "A".

11. The second documented warranty repair attempt is believed to have occurred on or before August 27, 2007, when the vehicle odometer showed 25,117 miles. On that date, repair attempts were made to the tires and electrical system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

12. The third documented warranty repair attempt is believed to have occurred on or before September 28, 2007, when the vehicle odometer showed 25,885 miles. On that date, repair attempts were made to the stalling condition and tire pressure light. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "D".

**COUNT I**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

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

15. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

16. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

17. Danbrook 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.

18. 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.

19. 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.

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

21. 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 of 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.

22. 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.

23. 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.

24. 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.

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

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

27. 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.

28. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

29. 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**

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

31. 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).

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

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

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

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

36. 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.

37. 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.

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

39. 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.



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

41. 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.

42. 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.

43. 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.

44. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

45. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

46. 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**

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

48. 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.

49. 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.

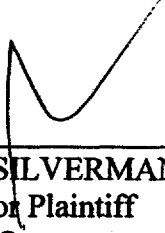
50. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

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

52. 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:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856) 429-8334

**JURY-DEMAND**

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.


KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION OF NOTICE**

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on *March 31, 2008*

KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

CREDITOR (Seller Name and Address)

SOMERSET NJ

BOUND BROOK FORD INC.  
427 W. UNION AVE  
BOUND BROOK NJ 08805

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	2004 FORD TRUCK	FREESTAR		2FMZA51654B	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	Year and Make	Gross Allowance	Amount Owing
		N/A	N/A

1. Cash Price (including \$ 1682.31 sales tax)	\$ 27825.73 (1)
2. Down Payment	
Third-Party Rebate Assigned To Creditor	\$ 5500.00
Cash Down Payment	\$ 5000.00
Trade-In (described above)	\$ N/A
Total Down Payment	\$ 10500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 17325.73 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials (a) for official fees (license, title, registration fees \$ 7.50 INJ TIRE FEE and title/initial fees \$ N/A)	\$ 7.50
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
To FORD ESP for SERVICE CONTRACT	\$ 1896.00
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
Total	\$ 19228.23 (4)
5. Amount Financed (3 plus 4)	\$ 19228.23 (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.

Signature area for Buyer or Creditor.

Other optional insurance: Term, Life, Accident, Theft, Fire, Comprehensive, Collision, Uninsured Motorist, Underinsured Motorist, Medical Payments, Personal Injury Protection, Rental Car, Towing, Roadside Assistance, Gap, etc.

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverage 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.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount	Total of Payments	Total Sale Price
5.99%	\$ 19228.23	\$ 19228.23	\$ 25605.96	\$ 36305.96

**Payment:** 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

Buyer \_\_\_\_\_  
Program No. \_\_\_\_\_  
PLAINTIFF'S EXHIBIT  
DP09-004 0133L

MONTHLY PAYMENTS: \_\_\_\_\_  
 DATE: 05 2004

If you pay off your debt early, you will not have to pay a penalty.  
 You must pay a late charge on the portion of each payment received more than 10 days past the due date. If you are a student or housewife, the charge is 5% of the amount or \$10, whichever is less. Other late charges apply to other accounts.  
 You are giving a security interest in the vehicle being purchased.  
 Please see this contract for additional information on security interest, non payment, and terms of repayment of your debt in full before the scheduled date, and

**I KNOWLEDGEFULLY READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

You are entitled to a copy of the contract at the time you sign this contract. Buyer acknowledges that (1) before signing this contract, Buyer received and reviewed a title and completely filled in copy of this contract and (2) at the time of signing this contract, Buyer (and Co Buyer) received and completely filled in copy of this contract.

(Co) Buyer Signs \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_

APR 03 (Previous editions may NOT be Used.)

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. \_\_\_\_\_



PLEASE CALL US AT 1-800-727-7000  
 or  
 Visit us at [www.fordcredit.com](http://www.fordcredit.com)  
 SEE BACK FOR ADDITIONAL AGREEMENTS

SUNIT A SUKRAM

08/06/2004  
 BUYER'S COPY

**Ford Motor Credit Company Preferred Payment Plan Enrollment Authorization**



fordcredit.com

Please print your name and number/vehicle identification shown on your Ford Credit invoice/contract.

Ford bank/credit union name, account number, and routing

**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.

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.

Complete if the bank/credit union account is in a name other than yours.

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

Bank/Credit Union Account Owner's Name \_\_\_\_\_

Ford Credit Account Number \_\_\_\_\_

Bank/Credit Union Account Owner's Social Security Number \_\_\_\_\_

Bank/Credit Union Name \_\_\_\_\_

Bank/Credit Union Address \_\_\_\_\_

Bank/Credit Union Account Number \_\_\_\_\_

Bank/Credit Union Account Owner's Signature \_\_\_\_\_

Customer Signature \_\_\_\_\_

DP09-004 0134L

New

Demo

CUSTOMER \_\_\_\_\_

DATE 08/06/2004 NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

SOMERSET

NJ

HOME PHONE \_\_\_\_\_

WORK PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

D. L. # \_\_\_\_\_

SOC. SEC. # \_\_\_\_\_

EXP. DATE 04/22/1996

ENTER ORDER FOR 2004 FORD TRUCK FREESTAR

SALES REP. JUAN R ALFARO

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 CREDIT STATEMENT IS APPLICABLE.

manufacturer, dealer, seller/lessee, this vehicle is sold/leased and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose.

1895.00

IF THIS VEHICLE IS SOLD/LEASED "AS IS" AND DEALER HAS NOT EXPRESSLY DISCLAIMED ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE BUYER/LESSEE SHALL BE HELD RESPONSIBLE FOR THE CONDITION OF THE VEHICLE.

This is the only dealer warranty on this vehicle which is issued with and made a part of this order.

MILEAGE PER YEAR \_\_\_\_\_

MILEAGE PER YEAR \_\_\_\_\_

CASH DUE AT DELIVERY \$ 10500.00

\*  FORD MOTOR CREDIT  OTHER BANK \*

IF A PURCHASE, THE FOLLOWING APPLY:

28038.42
<b>TOTAL TAXABLE AMOUNT</b> 28038.42
State Sales Tax 1682.31
Registration/Title Fee (Estimated) N/A
Documentary Fee 7.50
CLERICAL FEE \$129.50 DOCUMENT DELIVERY FEE \$ 59.50 <b>\$199.00</b>
<b>NET PAY-OFF ON TRADE-IN</b> N/A
<b>TOTAL</b> 29728.23
Deposit N/A

OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY

BALANCE DUE ON DELIVERY 29728.23

SUBJECT TO PRIMARY LENDERS

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

made a part of this order. If the vehicle fails to meet State of New Jersey's standards for a certificate of approval, unless the sale is of the vehicle in accordance with which is "covered" by New Jersey's Used Car Lemon Law (P.L. 1995, Chpt. 373).

Customer's Signature

<b>TRADE-IN SECTION AND ALLOWANCE</b>
Year _____
Serial No. _____
Trade-in Value <u>N/A</u> Mileage _____
Less Balance Owed <u>N/A</u> Date of _____
Net Trade-in Allowance <u>N/A</u>
Balance Owed to: _____
Address: _____
Account No. _____

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.

INTERIOR TRIM COLOR

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

Price of Unit

CONTRACT 1895.00

MILEAGE PER YEAR

CASH DUE AT DELIVERY \$

IF A BEE CARD OPTION INCREASE

MONTHLY PAYMENT PER YEAR TERM

TERM N/A MONTHS N/A MONTHS

FINAL PAYMENT N/A MONTH(S)

MILEAGE PER YEAR

CASH DUE AT DELIVERY \$ 10500.00

\*  FORD MOTOR CREDIT  OTHER BANK \*

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL TRADE-IN 29038.42

Less Trade-in

TOTAL TAXABLE AMOUNT 25038.42

State Sales Tax 1602.31

Registration Title Fee (Estimated) N/A

Documentary Fee 7.50

CLERICAL FEE \$129.50  
DOCUMENT DELIVERY FEE \$ 69.50  
\$199.00

NET PAY OFF ON TRADE-IN N/A

TOTAL 29728.23

Deposit N/A

OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY

BALANCE DUE ON DELIVERY 29728.23

SUBJECT TO PRIMARY LENDERS

APPROVAL ON FINANCED AND LEASED VEHICLES

Customer agrees that this Order on the face and on the reverse side and any attachments to it include all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or 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 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 SERVICE WHICH IS TO BE PERFORMED. I am 18 years of age or older and of full legal capacity to enter into this contract.

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.

IF 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

IF THE ONLY DEALER WARRANTY ON THIS VEHICLE IS THE LIMITED WARRANTY WHICH IS ISSUED WITH AND MADE A PART OF THIS ORDER.

ALL USED VEHICLE SALES AND LEASES DEALER'S OBLIGATION

THE STATE OF NEW JERSEY "USED CAR LEMON" LAWS REQUIRE DEALERS TO MAKE ALL NECESSARY 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 (R.I. 1995, CHPT. 373).

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 30 days of the issuance of the permanent registration for such vehicle.

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 (R.I. 1995, Chpt. 373).

Date / / X Customer's Signature

MADE IN DESCRIPTION AND ALLOWANCE

Year Make

Serial No. Mileage

Trade-in Value N/A Date of

Less Balance Owed N/A

Net Trade-in Allowance N/A

Balance Owed to:

Address

Account No.

Info From

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 Date



7452407

303700



\*INVOICE\*

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

SOMERSET, NJ  
HOME

PAGE 1



SERVICE ADVISOR: 9527 RICH HIMSTEDT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	04	FORD FREESTAR	2FMZA51654E		19058/19058	T4226	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN01 IS		01JAN2001	16:30 27NOV06		95.00	CASH	28NOV06
R.O. OPENED	READY	OPTIONS: DLR:20527 ENG:3.9 Liter EFT					
27NOV06	28NOV06						

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

A CUSTS TATES WOLE CAR SHAKES WHEN DRIVING-CEL CAME ON  
 CAUSE: 19058 P0340 P0340 CMP SENSOR CODE FOUND WHEN SCANNED. FOLLOWED  
 FLOW CHART FOR PINPOINT TESTS. CLEARED CODE AND RAISED RPM TO  
 1500 FOR 10 S  
 12650D EEC (QUICK TEST) - DIAGNOSIS - L  
 19 SEKHON, DAVE LIC#: 2767  
 WS (N/C)  
 12650D45 PIN POINT TEST - DIAGNOSIS - L  
 19 SEKHON, DAVE LIC#: 2767  
 WS (N/C)  
 12650DX1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA  
 TIME TO REPEAT FINAL QUICK TEST  
 19 SEKHON, DAVE LIC#: 2767  
 WS (N/C)

FC: D21 42  
PART#: DIAG  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
3569

19058 P0340 P0340 CMP SENSOR CODE FOUND WHEN SCANNED. FOLLOWED FLOW  
CHART FOR PINPOINT TESTS. CLEARED CODE AND RAISED RPM TO 1500 FOR 10  
SECONDS 3 TIMES CODE DID NOT RESET. IF CODE REAPPEARS CUSTOMER WILL HAVE  
TO LEAVE VEHICLE FOR FURTHER DIAGNOSIS.

\*\*\*\*\*

B\*\* CHANGE OIL AND FILTER, CHECK ALL FLUID LEVELS  
SER3000 CHANGE OIL AND FILTER, CHECK ALL FLUID  
LEVELS

19 SEKHON, DAVE LIC#: 2767  
CPF

1 FL\*400\*S FILTER ASY - OIL  
6 OIL1 5W20 MOTORCRAFT

14.71	14.71
6.78	6.15
2.20	2.20
	13.20

19058 LOF CHANGED OIL FILTER

\*\*\*\*\*

"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.

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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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303700



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\*INVOICE\*



PAGE 2

SOMERSET, NJ
HOME

SERVICE ADVISOR: 9527 RICH HIMSTEDT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes vehicle details for a 2004 Ford Freestar.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes items like ROT ROTATE TIRES and CUSTOMER PAY MISC. SHOP FEES FOR REPAIR ORDER.

THANK YOU FOR SERVICING YOUR VEHICLE AT
MALOUF FORD-LINCOLN-MERCURY

NOV 28 2006
[Signature]

"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.

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, and PLEASE PAY THIS AMOUNT.

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DP09-004 0138L

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514556

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\*ACCOUNTING\*

PAGE 3

SOMERSET, NJ
HOME:

SERVICE ADVISOR: 9527 RICH HIMSTEDT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes details for 04 FORD FREESTAR, VIN 2FMZA51654B, and service dates.

Table with columns: LINE, OPCODE, TECH, TYPE, A/HRS, S/HRS, COST, SALE, COMP, LIST, NET, TOTAL. Lists repair items like 'CUST REQUESTS OIL AND FILTER CHANGE' and 'ROTATE TIRES' with associated costs.

Table with columns: DATE, START, FINISH, DURATION, TYPE, TECH, LINE(S), CHG. Shows a log of repair work performed on various dates.

Table with columns: ACCOUNT, SALE, COST, CONTROL. Shows financial summary for accounts 57100, 57000, 54400, and 54300.

"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...

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, and PLEASE PAY THIS AMOUNT.

PLAINTIFF'S EXHIBIT
P09-004-0139L

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5 1 4 5 5 6

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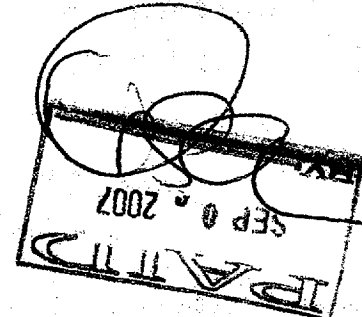
PAGE 4

SOMERSET, NJ  
HOME: [REDACTED]

SERVICE ADVISOR: 9527 RICH HIMSTEDT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	04	FORD FREESTAR	2FMZA51654B [REDACTED]		25117/25117	T2469	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN01 IS		01JAN2001	16:30 30AUG07		98.00	CASH	05SEP07
R.O. OPENED	READY	OPTIONS: DLR:20527 ENG:3.9_Liter_EFI					
27AUG07	05SEP07						

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
57800		1480		1044		21500		739		0	
11400		21573	*****			10100		11284	*****		



CUSTOMER PAY DEDUCTIBLE FOR LINE A 50.00  
 COST, SALE, & COMP TOTALS 10203 32118 0

**"LIMITED LABOR WARRANTY"**

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DESCRIPTION	TOTALS
LABOR AMOUNT	34.66
PARTS AMOUNT	19.79
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	51.00
TOTAL CHARGES	105.45
LESS INSURANCE	0.00
SALES TAX	7.39
PLEASE PAY THIS AMOUNT	112.84

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517049



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DUPLICATE 1
PAGE 1



SOMERSET, NJ

HOME:

SERVICE ADVISOR: 9527 RICH HIMSTEDT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Includes details for FORD FREESTAR and various dates.

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES TIRE PRESSURE LIGHT IS ON
RIT REINITIALIZE TIRES

16 JOHN SAWYER LIC#: 5424
WS

(N/C)

25885 VERIFIED TIRE PRESSURE WARNING INDICATOR CHECKED AND SET TIRE PRESSURES

\*\*\*\*\*

B\*\* LOANER - \$28.00 A DAY\
CAUSE: 25885 PERFORMED QCR INSPECTION SEE ATTACHED REPORT
ENTERPRISE LOANERS

16 JOHN SAWYER LIC#: 5424
CPF

0.00 0.00

25885 PERFORMED QCR INSPECTION SEE ATTACHED REPORT

\*\*\*\*\*

C\*\* CUST STATES CAR STARTED AND DIED OUT SEVERAL TIMES
CAUSE: 25885 DID NOT VERIFY CONCERN HOOKED UP TO IDS PERFORMED
PRELIMINARY CHECKS PERFORMED KOEO SELF TEST P1000 PERFORMED
DATALOGGER ALL PIDS AP

12650D EEC (QUICK TEST) - DIAGNOSIS - L
16 JOHN SAWYER LIC#: 5424
WS

(N/C)

1 1L2Z\*9F715\*AA VALVE ASY - THROTTLE AIR BY-PA
12650D81 RECORDER/MONITOR ROAD TEST - DIAGNOSIS - L

(N/C)

16 JOHN SAWYER LIC#: 5424
WS

(N/C)

12650D3 IDLE AIR CONTROL VALVE (IAC) - REPLACE
(9F670/9F715) - L

16 JOHN SAWYER LIC#: 5424
WS

(N/C)

12650D47 RELATIVE COMPRESSION/POWER BALANCE - TEST - L

"LIMITED LABOR WARRANTY"

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Table with columns: DESCRIPTION, TOTALS. Rows include: 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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DUPLICATE 1
PAGE 2



SOMERSET, NJ
HOME

SERVICE ADVISOR: 9527 RICH HIMSTEDT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes details for 04 FORD FREESTAR and 01JAN01 IS.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes items like 16 JOHN SAWYER LIC#: 5424 WS and 12650D82 SIGNAL SIMULATION - TEST - L.

FC: D21 42
PART#: 1L2Z\*9F715\*AA
COUNT:
CLAIM TYPE: P05
AUTH CODE: DDDR3
5424

REPAIRED
OCT 02 2007
Amex

SUBL ENTERPRISE

WS

(N/C)

25885 DID NOT VERIFY CONCERN HOOKED UP TO IDS PERFORMED PRELIMINARY CHECKS PERFORMED KOEO SELF TEST P1000 PERFORMED DATALOGGER ALL PIDS APPEAR OK PERFORMED FUEL SYSTEM TEST PASS PERFORMED RELATIVE INJECTOR FLOW TEST PASS PERFORMED IGNITION SYSTEM TEST PASS LET TRUCK RUN FOR A WHILE THEN SHUT DOWN AND LET IT SIT FOR A SHORT PERIOD ATTEMPTED TO START WOULDNT STAY RUNNING ISOLATED CONCERN TO IDLE AIR CONTROL SOLENOID REPLACED IAC SOLENOID RECHECKED MONDAY MORNING OK RETESTED EEC SYSTEM P1000

\*\*\*\*\*

THANK YOU FOR SERVICING YOUR VEHICLE AT
MALOUF FORD-LINCOLN-MERCURY

CUSTOMER PAY DEDUCTIBLE FOR LINE C

50.00

"LIMITED LABOR WARRANTY"

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Table with columns: DESCRIPTION, TOTALS. Includes rows for 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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DP09-004 0142L

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WATCHUNG, NJ 07069-9922
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FAX: (908) 561-7501
www.liccardi.com

INVOICE

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 263 CAT TREMBLEY

SOMERSET, NJ
HOME
CELL
BUS:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes details for GREY 04 FORD FREESTAR 2FMZA51654B.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes repair details for A C STATES STALLS WHEN DRIVING AND AT START WHEN GOING INTO GEAR.

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

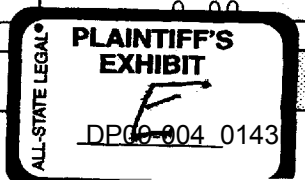
Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes repair details for B C STATES WHEN VEHICLE ABOUT TO STALL THE ENGINE SHAKES.

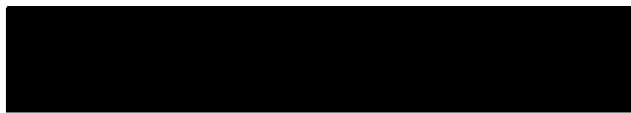
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

SPEAK OUT!
AS SERVICE PROFESSIONALS, WE TRY TO DO A PERFECT JOB OF CARING FOR YOUR CAR. BUT AS HUMAN BEINGS, WE KNOW THAT IT JUST ISN'T POSSIBLE TO ALWAYS BE PERFECT...

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...

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.







All Action Details for Issue

Print

VIN: 2FMZA52214B [REDACTED] Year: 2004 Model: FREESTAR Case: 1456032835  
Name: [REDACTED] Owner Status: Subsequent WSD: 2004-01-22  
Symptom Desc: STALL/QUITS AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 06 BBB AUTO LINE Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY Origin Desc: BETTER BUSINESS BUREAU  
Dealer: 06633 CAVALIER FORD  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 11/28/2005 Action Time: 16.00.31.103 Action Data: No

Comments NEW CASE: FRD0599850. REPRESENTED BY SEAN MURPHY OF KAHN & ASSOCIATES. PROBLEMS: TRANSMISSION,ENGINE,ELECTRICAL SYSTEM.

Action: OPEN - CABBB CASE ELIGIBLE Origin Desc: BETTER BUSINESS BUREAU  
Dealer: 06633 CAVALIER FORD  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: CURRENCE, SARA Analyst: S-CURRE2  
Action Date: 11/28/2005 Action Time: 16.00.42.202 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DSB Origin Desc: CONSUMER AFFAIRS-DISPUTE  
Dealer: 06633 CAVALIER FORD RESOLUTION PROGRAM  
Odometer: 32000 MI Comm Type: OTHER  
Analyst Name: Analyst: MMCELHON  
MCELHONE,MICHAEL (M.)  
Action Date: 12/13/2005 Action Time: 17.28.45.467 Action Data: No

Comments CASE HAS BEEN TRANSFERRED TO ME

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: BETTER BUSINESS BUREAU  
Dealer: 06633 CAVALIER FORD  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: CURRENCE, SARA Analyst: S-CURRE2  
Action Date: 12/14/2005 Action Time: 16.01.19.226 Action Data: No

Comments HEARING SCHEDULED ON 01/04/06 AT 10:00

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: CONSUMER AFFAIRS-DISPUTE  
Dealer: 06633 CAVALIER FORD RESOLUTION PROGRAM  
Odometer: 32000 MI Comm Type: EMAIL  
Analyst Name: Analyst: MMCELHON  
MCELHONE,MICHAEL (M.)  
Action Date: 12/29/2005 Action Time: 09.45.53.901 Action Data: No

Comments SUBMITTED MRF TO THE BBB

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**Action:** ARBITRATION DECISION-VEHICLE REPURCHASE  
**Dealer:** 06633 CAVALIER FORD **Origin Desc:** BETTER BUSINESS BUREAU  
**Odometer:** 32000 MI **Comm Type:** MAIL  
**Analyst Name:** CURRENCE, SARA **Analyst:** S-CURRE2  
**Action Date:** 01/10/2006 **Action Time:** 16.01.04.887 **Action Data:** Yes

**Comments** DATE OF ARBITRATION HEARING 01/04/06 ARBITRATED RESULTING IN A REPURCHASE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF ARBITRATION HEARING	01/04/06

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**Action:** ARBITRATION DECISION-VEHICLE REPURCHASE  
**Dealer:** 06633 CAVALIER FORD **Origin Desc:** BETTER BUSINESS BUREAU  
**Odometer:** 32000 MI **Comm Type:** MAIL  
**Analyst Name:** CURRENCE, SARA **Analyst:** S-CURRE2  
**Action Date:** 01/10/2006 **Action Time:** 16.01.05.170 **Action Data:** Yes

**Comments** DATE OF DECISION LETTER ARBITRATED RESULTING IN A REPURCHASE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF DECISION LETTER	

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**Action:** ACCEPTANCE FORM RECEIVED AND ENTERED  
**Dealer:** 06633 CAVALIER FORD **Origin Desc:** BETTER BUSINESS BUREAU  
**Odometer:** 32000 MI **Comm Type:** MAIL  
**Analyst Name:** CURRENCE, SARA **Analyst:** S-CURRE2  
**Action Date:** 01/12/2006 **Action Time:** 11.00.28.895 **Action Data:** Yes

**Comments** DATE OF ACCEPTANCE 01/12/06 ARBITRATED RESULTING IN A REPURCHASE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF ACCEPTANCE	01/12/06

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**Action:** FIELD E-MAIL SENT - DSB  
**Dealer:** 06633 CAVALIER FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 32000 MI **Comm Type:** OTHER  
**Analyst Name:** WHITFIELD, ROS **Analyst:** R-WHITF4  
**Action Date:** 01/13/2006 **Action Time:** 11.13.51.518 **Action Data:** No

**Comments** FIELD EMAIL SENT. ASSIGNED CASE HANDLER: VANESSA PARKS. CUSTOMER CONTACT:(C/O SEAN MURPHY. REFERRED TO JOHN NEWBURY/216-621-6101) INFORMED CASE HANDLER HAS RECEIVED CASE FROM BBB. CASE HANDLER WILL BE REVIEWING AND GATHERING INFORMATION TO PROCESS AWARD AND WILL CONTACT CUSTOMER. DOCUMENTATION REQUEST: REQUEST CUSTOMER FAX CURRENT VEHICLE REGISTRATION, SALES AGREEMENT AND FINANCE CONTRACT TO CASE HANDLERS ATTENTION. REFERRED CUSTOMER TO CASE HANDLER FOR QUESTION/ASSISTANCE. 800#/EXT. AND FAX# PROVIDED.

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 06633 CAVALIER FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

**Odometer:** 32000 MI      **Comm Type:** OTHER  
**Analyst Name:** WHITFIELD,  
ROS      **Analyst:** R-WHITF4  
**Action Date:** 01/13/2006      **Action Time:** 12.36.27.227      **Action Data:** No

**Comments** MISSING DOCUMENT LETTER: DHL 3490-0607-545

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**Action:** FIELD E-MAIL SENT - DSB  
**Dealer:** 06633 CAVALIER FORD      **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 32000 MI      **Comm Type:** OTHER  
**Analyst Name:** PARKS,  
VANESSA      **Analyst:** V-PARKS  
**Action Date:** 01/18/2006      **Action Time:** 09.20.07.713      **Action Data:** No

**Comments** 30-DAY TEAM, 1/13/06. MANDATEED REPURCHASE DUE 2/13/06.

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**Action:** DSB- RAVFAST UPLOAD COMPLETED  
**Dealer:** 06633 CAVALIER FORD      **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 32000 MI      **Comm Type:** OTHER  
**Analyst Name:** PARKS,  
VANESSA      **Analyst:** V-PARKS  
**Action Date:** 01/18/2006      **Action Time:** 16.24.02.399      **Action Data:** Yes

**Comments** GAVE FILE TO TAMATIA, WTG TO TRANSMIT

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF UPLOAD (MM/DD/YYYY)	01-18-2006

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**Action:** OUTBOUND CALL TO OTHER  
**Dealer:** 06633 CAVALIER FORD      **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 32000 MI      **Comm Type:** PHONE  
**Analyst Name:** PARKS,  
VANESSA      **Analyst:** V-PARKS  
**Action Date:** 01/25/2006      **Action Time:** 18.53.34.454      **Action Data:** No

**Comments** LEFT MESSAGE FOR ATTORNEY, JOHN NEWBERRY, TO CALL BACK WITH CUSTOMER'S DECISION ON REFUND NUMBERS. FAXED WORKSHEET.

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**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 06633 CAVALIER FORD      **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
**Odometer:** 32000 MI      **Comm Type:** FAX  
**Analyst Name:** PARKS,  
VANESSA      **Analyst:** V-PARKS  
**Action Date:** 01/27/2006      **Action Time:** 13.57.21.585      **Action Data:** No

**Comments** REFAXED REFUND WORKSHEET TO ATTORNEY JOHN NEWBERRY.

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**Action:** OUTBOUND CALL TO OTHER

**Dealer:** 06633 CAVALIER FORD

**Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

**Odometer:** 32000 MI

**Comm Type:** PHONE

**Analyst Name:** PARKS,  
VANESSA

**Analyst:** V-PARKS

**Action Date:** 02/02/2006

**Action Time:**  
10.06.19.864

**Action Data:** No

**Comments** LEFT MESSAGE FOR ATTORNEY JOHN NEWBERRY TO CALL BACK NO LATER THAN 2/3/06 WITH A DECISION FROM THE WILKINSONS REGARDING THE REFUND NUMBERS.

---

**Action:** CUSTOMER REJECTS PREVIOUSLY ACCEPTED BOARD AWARD-FINANCIAL DETAIL

**Dealer:** 06633 CAVALIER FORD

**Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

**Odometer:** 32000 MI

**Comm Type:** PHONE

**Analyst Name:** PARKS,  
VANESSA

**Analyst:** V-PARKS

**Action Date:** 02/03/2006

**Action Time:**  
16.27.54.537

**Action Data:** Yes

**Comments** PER ATTORNEY, JOHN NEWBERRY, THE WILKINSONS REFUSE TO PAY TO GET OUT OF THE VEHICLE AS WELL AS PAYING ATTORNEY FEES. THEY HAVE REJECTED THE NEGATIVE REFUND NUMBERS AND HE HAS ALREADY INFORMED BBB THEY WILL PURSUE THIS LEGALLY. CLOSING FILE.

**Data Element Name**

**Data Value**

-----  
DATE OF REJECTON

-----  
02-03-2006

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Ford Confidential

All Action Details for Issue

Print

VIN: 2FMZA52214B [REDACTED] Year: 2004 Model: FREESTAR Case: 1456032835  
Name: [REDACTED] Owner Status: Subsequent WSD: 2004-01-22  
Symptom Desc: AUTO TRANS GENERAL INDICATOR FLASHING 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: 06633 CAVALIER FORD

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION-FD

Odometer: 32195 MI

Comm Type: MAIL

Analyst Name:  
LEICH,CHERIE

Analyst: CLEICH

Action Date: 11/17/2005

Action Time:  
12.16.18.924

Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 11-16-05. ATTORNEY ALLEGES  
CLIENT'S VEHICLE HAS BEEN SERVICED FOR TRANSMISSION, ENGINE AND ELECTRICAL CONCERNS.ATTORNEY  
DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name

Data Value

-----  
NAME OF LAW FIRM  
ATTORNEY NAME  
ATTORNEY PHONE NUMBER  
ANALYST ID

-----  
KAHN & ASSOCIATES  
SEAN MURPHY  
8885366671  
CPAPALIA

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY

Dealer: 06633 CAVALIER FORD

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION

Odometer: 32195 MI

Comm Type: FAX

Analyst Name: CATHERINA PAPALIA  
(CPAPALIA)

Analyst: CPAPALIA

Action Date: 11/18/2005

Action Time:  
10.02.38.879

Action Data: No

Comments LPA SENT ACK LETTER

Action: CLOSING COMMENTS - AWAITING RECONTACT CUSTOMER/DEALER/REGION

Dealer: 06633 CAVALIER FORD

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION

Odometer: 32195 MI

Comm Type: OTHER

Analyst Name: CATHERINA PAPALIA  
(CPAPALIA)

Analyst: CPAPALIA

Action Date: 01/09/2006

Action Time:  
16.20.15.598

Action Data: No

Comments LPA WAS RESEARCHING AND FOUND THAT CUSTOMER OPENED AN BBB CASE. LPA WILL CLOSE  
CASE UNTIL BBB HAS REVIEWED CASE. LPA SENT LETTER TO ATTORNEY INFORMING WE WILL REVIEW ONCE  
BBB HAS REVIEWED IF REQUESTED BY THE ATTORNEY.

All Action Details for Issue

Print

VIN: 2FMZA52214B [REDACTED] Year: 2004 Model: FREESTAR Case: 1456032835  
Name: [REDACTED] Owner Status: Subsequent WSD: 2004-01-22  
Symptom Desc: INSTR/DISPLAY ELECTRONIC Primary Phone: [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]  
Issue Type: 03 CONCERN Issue Status: CLOSED  
Initial Customer Contact: 10/15/2005

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP  
Dealer: 06633 CAVALIER FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 32105 MI Comm Type: PHONE  
Analyst Name: EBRAHIM MOHAMED Analyst: MEBRAHI2  
Action Date: 10/10/2005 Action Time: 12.40.02.463 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
KATHY		WILKINSON		SPOUSE

Comments CUSTOMER SAID: - HAD VEH TO THE DLRSHF FOUR TIMES FOR THE SAME ISSUE - WHEN IT RAINS, IT SHORTS OUT, CUTS OFF, STALLS AND ALL THE LIGHT ON THE DASH COME ON- THE DLRSHF HAVE BEEN TRYING TO REPAIR - WAS TOLD THEY WERE IN TOUCH WITHENGINEERING AND TOOK CARE OF THAT - BUT THE PROBLEM IS THERE WHEN IT RAINS OR WHEN IT IS DAMP - CUST WAS DEALING SM JERRY SMITH IN GREEN TEAM - VEH IS AT THE DLRSHF AT THIS TIME - SENT INFO TO LEMON LAW - WOULD LIKE TO GET THIS TAKEN CARE OF ONCE AND FOR ALLDEALER SAID: CAVALIER FORD - GREENBRIER 1515 S. MILITARY HWYCHESAPEAKE, VA 23320CRC ADVISED: I WILL REQUIRE TIME TO RESEARCH THIS MATTER FURTHER TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION, ONCE I HAVE RECEIVED A RESPONSE I WILL CALL YOU BACK WITH A RESULT. IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU?- OBC TO THE DLRSHF SPOKE AND COULD NOT SPEAK WITH SM JERRY SMITH - CSR WILL TRY LATER ON AND AND FOLLOW UP WITH CUST TODAY.

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER  
Dealer: 06633 CAVALIER FORD Origin Desc: DEALER  
Odometer: 32105 MI Comm Type: PHONE  
Analyst Name: PAUL SALTARELLI Analyst: P-SALTAR  
Action Date: 10/18/2005 Action Time: 11.38.11.331 Action Data: No

Comments NEED PCM

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 06633 CAVALIER FORD Origin Desc: DEALER  
Odometer: 32105 MI Comm Type: VISIT  
Analyst Name: PAUL SALTARELLI Analyst: P-SALTAR  
Action Date: 10/27/2005 Action Time: 13.38.26.626 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
PAUL	R	SALTARELLI	7574241111	DEALER

Comments ADDITIONAL REPAIR PEFORMED TO PROTECT THE PCM FROM WATER INTRUSION.

All Action Details for Issue

[Print](#)

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**VIN:** 2FMZA52214B [REDACTED]      **Year:** 2004      **Model:** FREESTAR      **Case:** 1456032835  
**Name:** [REDACTED]      **Owner Status:** Subsequent      **WSD:** 2004-01-22  
**Symptom Desc:** [REDACTED]      **Primary Phone:** [REDACTED]  
**Reason Desc:** MISC INQUIRY - CSR OBC      **Secondary Phone:** [REDACTED]  
**Issue Type:** 02 INFORMATION      **Issue Status:** CLOSED

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**Action:** OUTBOUND CALL TO DEALER  
**Dealer:** 06633 CAVALIER FORD      **Origin Desc:** MANUAL - PHONE CSR  
**Odometer:** 32105 MI      **Comm Type:** PHONE  
**Analyst Name:** EBRAHIM MOHAMED      **Analyst:** MEBRAHI2  
**Action Date:** 10/11/2005      **Action Time:** 13.47.16.364      **Action Data:** No

**Comments** DEALER SAID: CAVALIER FORD - GREENBRIER 1515 S. MILITARY HWYCHESAPEAKE, VA 23320CRC ADVISED: - OBC TO THE DLRSHPOKE WITH SM JERRY SMITH AND CONFIRMED VEH HAS BEEN THERE MORE THAN THREE TIMES FOR THE SAME PROBLEM - HAS BEEN IN TOUCH WITH HOTLINE AND IS DOING WHAT NEEDS TO BE DONE - DID CONSTRUCT WATERSHILED BUT THAT DID NOT HELP - WILL BE IN TOUCH WITH THEM AGAIN

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Ford Confidential

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND**

VERNON WILKINSON )  
826 Arondale Crescent )  
Chesapeake, VA 23320 )

KATHERINE WILKINSON )  
826 Arondale Crescent )  
Chesapeake, VA 23320 )

Plaintiffs, )

v. )

FORD MOTOR COMPANY )  
c/o CT Corporation System )  
4701 Cox Road, Suite 301 )  
Glen Allen, VA 23060-6802 )

Defendant. )

CASE NO. CL06-1484-3

**Service To:**

FORD MOTOR COMPANY, c/o CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, VA 23060-6802.

**MOTION FOR JUDGMENT**

Plaintiffs, Vernon and Katherine Wilkinson, by Counsel, move the Honorable Court for judgment against the Defendant(s) for damages in the amounts as hereinafter set forth, with all interest, costs, expenses of litigation, attorney's fees, and other relief, all of which are due from Defendant upon the grounds hereinafter set forth:



## **BACKGROUND**

1. Plaintiffs, Vernon and Katherine Wilkinson (hereinafter collectively referred to as "Plaintiff"), are adult individual citizens and legal residents of the State of Virginia, residing at 826 Arondale Crescent, Chesapeake, VA 23320.
2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conducting business in the State of Virginia, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, VA 23060-6802.
3. On or about April 12, 2005, Plaintiff purchased or leased a 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA52214BA60675 (hereinafter the "vehicle").
4. The vehicle was purchased in the State of Virginia and is registered in Virginia.
5. The price of the vehicle and/or the total of payments is approximately \$31,952.88.
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

**COUNT I**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT**

9. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
10. Plaintiff is a “Consumer” as defined by 15 U.S.C. §2301(3).
11. Defendant is a “Supplier” and a “Warrantor” as defined by 15 U.S.C. §2301(4) & (5).
12. The vehicle is a “Consumer Product” as defined by 15 U.S.C. §2301(1).
13. One or more of the warranties given to Plaintiff by Defendant was a “Written Warranty” as defined by 15 U.S.C. §2301(6).
14. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
15. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle’s nonconformities pursuant to 15 U.S.C. §2310 (e).
16. Section 15 U.S.C. §2310 (d) (1) provides:  
  
Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....
17. As a direct and proximate result of Defendant’s failure to comply with Defendant’s express written and implied warranties, Plaintiff has and continues to suffer damages.
18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that

process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.

19. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

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

**COUNT II**  
**VIRGINIA UNIFORM COMMERCIAL CODE**

20. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
21. 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.
22. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

23. 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.
24. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.
25. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

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

**COUNT III**  
**VIRGINIA CONSUMER PROTECTION ACT**

26. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
27. Va. Code §59.1-196 et seq. is commonly known as, and will hereinafter be referred to as, the "Virginia Consumer Protection Act" or "VCPA."
28. Plaintiff is a "Person" within the meaning of Va. Code §59.1-198.
29. Defendant is a "Supplier" within the meaning of Va. Code §59.1-198.

30. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by Va. Code §59.1-198.
31. The Defendant has engaged in the following fraudulent acts or practices, and/or has used deception, fraud, false pretense, false promise, or misrepresentation in connection with the transaction, including but not limited to:
- (a) The Defendant has represented that goods or services have certain quantities, characteristics, ingredients, uses or benefits that they do not have.
  - (b) The Defendant has represented that goods or services are of a particular standard, quality or grade, style or model, and they are of another.
  - (c) The Defendant has represented that repairs, alterations, modifications, or services have been performed or parts installed when Defendant has failed to do so.
  - (d) 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.
  - (e) Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.
  - (f) Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.
  - (g) Defendant's representation that the vehicle was merchantable was untrue.
  - (h) Defendant may have violated the Virginia Lemon Law, which constitutes an unfair, deceptive and/or unconscionable sales practice.

- (i) Defendant may have failed to provide Plaintiff with repair orders at the time of service.
- (j) Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligation to the Plaintiff.
- (k) Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work.

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 \$500 for each additional unlawful act specified, over and above any treble damage award.
2. Costs, including expert witness fees and reasonable attorney's fees;
3. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

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SEAN J. MURPHY (VA Bar # 47216)  
Attorney for Plaintiff

**JURY TRIAL**

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

KAHN & ASSOCIATES, L.L.C.

SEAN J. MURPHY (VA Bar # 47216)  
Attorney for Plaintiff

Dated: February 10, 2006

Kahn & Associates, L.L.C.  
John Newberry (OH Bar # 77319)  
55 Public Square, Suite 650  
Cleveland, Ohio 44113  
Ph.: (216) 621-6101  
Fax: (888)-868-6671

And

Kahn & Associates, L.L.C.  
Sean J. Murphy (VA Bar # 47216)  
2201 Libbie Avenue, Suite 200  
Richmond VA 23230  
Ph: (804) 673-6600  
Fax: (804) 673-6604

**\*\*Please send copies of service items to both addresses.**





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

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RUSSELL TROJAN	:	COURT OF COMMON PLEAS
33 HOLLYHOCK LANE	:	
LEVITTOWN, PA 19055	:	PHILADELPHIA COUNTY
	:	
vs.	:	TERM, 2006
	:	
FORD MOTOR COMPANY	:	
c/o CT CORPORATION	:	
1515 Market Street	:	
Philadelphia, PA 19103	:	NO.

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**COMPLAINT**

1. Plaintiff, Russell Trojan, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 33 Hollyhock Lane, Levittown, PA 19055.

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 April 24, 2004, Plaintiff purchased a new 2004 Ford Freestar manufactured and warranted by Defendant bearing the Vehicle Identification Number 2FMZA50614BA33451. 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 \$27,163.40.

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 April 24, 2004, 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 engine and/or transmission. 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 its 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 its 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**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

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 "Consumer" as defined by 15 U.S.C. §2301(3).

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

21. Plaintiff uses the subject product for personal, family and household purposes.

22. 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.

23. Defendant failed to make effective repairs.

24. 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.

25. 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.

26. 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 charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT II**  
**UNIFORM COMMERCIAL CODE**

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. 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.

31. 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.

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

33. 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 III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

35. 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.

36. 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.

37. 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.

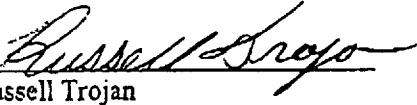
WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**DAVID J. GORBERG & ASSOCIATES, P.C.**

BY:   
\_\_\_\_\_  
DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X.   
Russell Trojan

Date: 7-12-06

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) **LEWISTOWN ROCKS PA** CREDITOR (Seller Name and Address) **MCCAFFERTY FORD SALES, INC. 1439 E. LINCOLN HIGHWAY LANSHORNE PA 19047**

You, the Buyer (and Co-Buyer, if any), 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	04 FORD	FREESTAR		2FMZA5061A	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owing
		N/A	N/A

1. Cash Price ..... \$ 20022.00 (1)

2. Down Payment  
 Third Party Rebate Assigned to Creditor ..... \$ 3500.00  
 Cash Down Payment ..... \$ N/A  
 Trade-In ..... \$ N/A

Total Down Payment ..... \$ 3500.00 (2)

3. Unpaid Balance of Cash Price (1. minus 2) ..... \$ 16622.00 (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 (\$ 59.45), title (\$ 22.50), & registration (\$ 36.00) fees \$ 117.95  
 (ii) for filing fees \$ 5.00  
 (iii) for taxes (not in Cash Price) \$ 1053.12 \$ 1176.07

To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A  
 To EASY CARE for SERVICE CONTRACT \$ 1090.00  
 To MCCAFFERTY FORD for DOC FEE \$ 56.00  
 To N/A for N/A \$ N/A

Total ..... \$ 2261.07 (4)

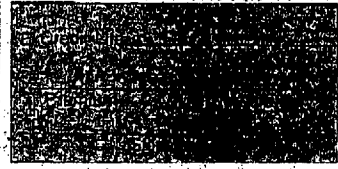
5. Amount Financed (3 plus 4) ..... \$ 18783.07 (5)

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.

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
9.49 %	\$ 4890.33	\$ 18783.07	\$ 23663.40	\$ 27163.40



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.

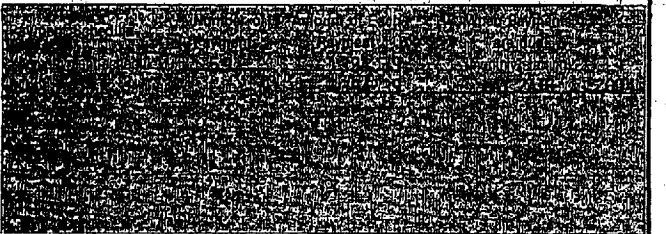
You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive  \$ N/A Deductible Collision

Fire-Theft-Combined Additional Coverage

Towing and Labor

Term \_\_\_\_\_ Months (Estimate)  
 Premium \$ N/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 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.

If 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**

Any \_\_\_\_\_ by \_\_\_\_\_

BUYER SIGN \_\_\_\_\_

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

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 5.

Buyer: \_\_\_\_\_

Program No. \_\_\_\_\_  
 QUESTIONS?



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NO RETURNS ON ELECTRICAL COMPONENTS  
NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS  
20% HANDLING CHARGE ON ALL RETURNS

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W37651

FORD MOTOR CREDIT NAD: 008013 [REDACTED]

PO BOX 1005 [REDACTED] LEVITTOWN PA [REDACTED]

SOUTHEASTERN PA 19399 WORK: (800) 727-7000 WORK: [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

ADV: 530 MILES, MI INVOICE: PRELIM WAR W C Z MM VIN 2FMZA50614E [REDACTED] LICENSE NUMBER: PA [REDACTED]

MFG: 252001 TAX RULES: YY3NN INVOICED: 10/21/2005 10:07:59 04 FORD FREESTAR S 4DR MVAN BLUE

ODOMETER IN: 20811 OUT: 35245 LOCATION: FORD SALES DIST: 1FT STOCK# OFL12713

DATES BEGIN: 09/23/05 DONE: 10/21/05 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
52	CUST STATES THIRD ROW SEAT HANDLE BROKE OFF.	TIME TO REPLACE SEAT HANDLE NO LABOR OPS FOR THIS REPAIR	MT60096	558	.2	16.28
	SEAT HANDLE IS BROKEN	PART NUMBER SPO 4F2Z 17600A96 AA				
		PARTS: COUNT 1				
		DESCRIPTION STRAP ASY - FRONT SE	QTY 1		SELL 30.32	30.32
		ALLOWANCE: 12.13				
		FACTORY CONCERN : 508				
		SS#: 7389				
		FAIL CODE : 41				
----- SUBTOTAL -----						
		PARTS				42.45
		LABOR CHARGE				16.28
		TOTAL CHARGE FOR CONCERN				58.73
TYPE: W						
53	CUST STATES REAR HATCH FILL W/WATER WHEN IS RAINS.	TIME TO REPLACE LATCH NO LABOR OPS FOR THIS REPAIR	MT17385	558	.3	24.42
	REAR HATCH FILLED WITH WATER	PART NUMBER SPO 3F2Z 17A385 AB				
		PARTS: COUNT 1				
		DESCRIPTION BRACKET - LICENSE PL	QTY 1		SELL 77.28	77.28
		ALLOWANCE: 30.91				
		FACTORY CONCERN : N42				
		SS#: 7389				
		FAIL CODE : 01				
----- SUBTOTAL -----						
		PARTS				108.19
		LABOR CHARGE				24.42
		TOTAL CHARGE FOR CONCERN				132.61
TYPE: W						

PAGE 1

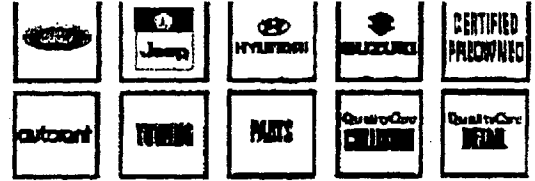
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NO RETURNS ON ELECTRICAL COMPONENTS  
NO RETURNS AFTER 10 DAYS AND RETURNS ON SPECIAL ORDERS  
30% HANDLING CHARGE ON ALL RETURNS

INVOICE TO FORD MOTOR CREDIT NAD: 008013 DRIVER/OWNER INFORMATION -- INVOICE: W37651

FOR OFFICE USE ADV: 530 MILES, M INVOICED: 10/21/2005 10:07:59 MM 04 FREESTAR BLUE VEHICLE INFORMATION LICENSE NUMBER: PA FPX6361

CONCERN	CAUSE	OPERATION	TECH	HOURS	AMOUNT		
55	CUST STATES SOUNDS LIKE A BIRD "CHIRPING" ON HEAT SHIELD.	126500	558	.2	16.28		
CORRECTION EEC (QUICK TEST) - DIAGNOSIS							
55-1	EXTRA TIME TO REPEAT FINAL QUICK TEST	12650DX1	558	.1	8.14		
55-2	CAMSHAFT POSITION/CYLINDER IDENTIFICATION (CID) SENSOR/TRANS	12650D60	558	.2	16.26		
55-3	PUMP - POWER STEERING - REMOVE AND INSTALL OR REPLACE	3674A	558	1.1	89.53		
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
	FMC XF2Z 12A362 AA			SYNCHRONIZER ASY	1	58.85	58.85
	FMC 1F1Z 6B28B BA			SENSOR ASY	1	12.10	12.10
	FMC VC 4 A			ANTIFREEZE RADIATOR.	1	9.00	9.00
	PARTS, COUNT	3		ALLOWANCE:			31.98

FACTORY CONCERN : N50 SS#: 7388 FAIL CODE : 42

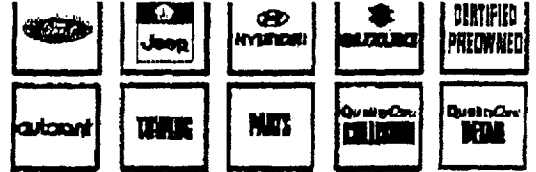
SUBTOTAL	
PARTS	111.93
LABOR CHARGE	130.23
TOTAL CHARGE FOR CONCERN	242.16

SUMMARY OF CHARGES FOR INVOICE W37651		PAYMENT DISTRIBUTION FOR INVOICE W37651	
PARTS	262.57	FACTORY WARRANTY TOTAL	433.50
LABDR CHARGE	170.93	FACTORY WARRANTY NAD 008013	433.50
FACTORY WARRANTY TOTAL	433.50	FORD MOTOR CREDIT	

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
CUS - CUSTOMERPAY E2C - E-2 CARE  
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
THANK-YOU FOR YOUR CONFIDENCE IN US  
IF YOU HAVE ANY PROBLEM CONTACT YOUR ADVISOR

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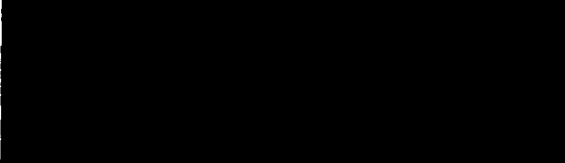
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--	---

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: Z37651  
 EASY CARE WARRANTY NAB: 008296



LEVITTOWN PA  
 WORK: [REDACTED]

FOR OFFICE USE ----- VEHICLE INFORMATION -----  
 ADV: 530 MILES, MI INVOICE: PRELIM E2C W C Z MM VIN 2FMZA50614B [REDACTED] LICENSE NUMBER: PA [REDACTED]  
 MFG: 252001 TAX RULES: YY1NN INVOICED: 10/21/2005 10:07:59 04 FORD FREESTAR S 4DR MVAN BLUE  
 ODOMETER IN: 20811 OUT: 35245 LOCATION: FORD SALES DIST: 1FT STOCK# DFL12713  
 DATES BEGIN: 09/23/05 DONE: 10/21/05 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN	30* COMPLIMENTARY SERVICE RENTAL	OPERATION	TECH	HOURS	AMOUNT		
CORRECTION	COMPLIMENTARY RENTAL	RENTAL	D99	.0	.00		
COMMENT	SERVICE RENTAL						
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FACTORY	EASY CARE-: 2434793		RENTAL	LOANER	3	30.00	90.00
					----- SUBTOTAL -----		
					MISCELLANEOUS	90.00	
					258 CHARGE TO	1836	90.00-
					TOTAL CHARGE FOR CONCERN		.00

SUMMARY OF CHARGES FOR INVOICE Z37651			PAYMENT DISTRIBUTION FOR INVOICE Z37651		
MISCELLANEOUS		90.00	E-2 CARE	NAB 008296	.00
258 CHARGE TO	1836	90.00-	EASY CARE WARRANTY		
WARRANTY TOTAL		.00	WARRANTY TOTAL		.00

ATTENTION. THE FOLLOWING INVOICES ALSO EXIST  
 WAR - WARRANTY CUS - CUSTOMERPAY  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
 THANK-YOU FOR YOUR CONFIDENCE IN US  
 IF YOU HAVE ANY PROBLEM CONTACT YOUR ADVISOR

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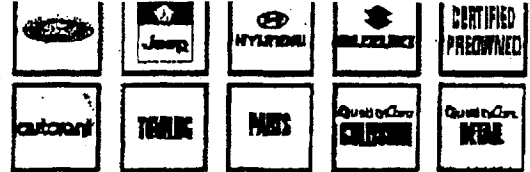
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NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS  
20% HANDLING CHARGE ON ALL RETURNS

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: C37651

LEVITTOWN PA [REDACTED] LEVITTOWN PA [REDACTED]  
 WORK: [REDACTED] WORK: [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

ADV: 530 MILES. MI INVOICE: PRELIM CUS W C Z MM VIN 2FMZA506148 [REDACTED] LICENSE NUMBER: PA [REDACTED]  
 MFG: 252001 TAX RULES: YYINN INVOICED: 10/21/2006 10:07:59 04 FORD FREESTAR S 4DR MVAN BLUE  
 ODOMETER IN: 20811 OUT: 35245 LOCATION: FORD SALES DIST: 1FT STOCK# 0FL12713  
 DATES BEGIN: 09/23/05 DONE: 10/21/05 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT
31*	LOANER DIFFERENCE	RENTAL	099	.00
	COMPLIMENTARY RENTAL			
	SERVICE RENTAL			
	PART NUMBER	PO#	NOTE	DESCRIPTION
				RENTAL LOANER DIFFERENCE
			QTY	SELL
			3	3.00
				9.00
				----- SUBTOTAL -----
				MISCELLANEOUS 9.00
				258 CHARGE TO 1836 9.00-
				TOTAL CHARGE FOR CONCERN .00

TYPE: C

CONCERN	DESCRIPTION	OPERATION	TECH	AMOUNT
42*	3000 MILE SERVICE	MAD1	558	16.44
	3000 MILE SERVICE			

INCLUDES THE FOLLOWING:

- CHECK & FILL: WINDOW WASHER FLUID. COOLANT RECOVERY RESERVOIR FLUID. BRAKE FLUID. POWER STEERING FLUID. TRANSMISSION FLUID. 4X4 TRANSFER CASE. FRONT AXLE. CLUTCH RESERVOIR FLUID (TRUCK ONLY)
- CHECK & ADJUST AIR PRESSURE IN ALL TIRES, INCLUDING SPARE
- CHECK EXHAUST SYSTEM FOR LEAKS. DAMAGE. LOOSE PARTS. AND REMOVE ANY FOREIGN MATERIAL TRAPPED BY SHIELDING
- CHECK OPERATION OF HORN. EXTERIOR LAMPS. TURN SIGNALS. AND HAZARD WARNING LAMPS.
- CHECK RADIATOR. HEATER. AND AIR CONDITIONING HOSES FOR LEAKS AND DAMAGE
- CHECK WINDSHIELD WASHER SPRAY & WIPER OPERATION
- INSPECT HALF SHAFT BOOTS. IF EQUIPPED
- CHECK & LUBRICATE STEERING. STEERING LINKAGE. SUSPENSION. DRIVESHAFT U-JOINT (IF SO EQUIPPED) AND TRANSMISSION SHIFT LINKAGE

07/018

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--	--

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: C37651

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

ADV: 530 MILES, M INVOICED: 10/21/2005 10:07:59 MM 04 FREESTAR BLUE LICENSE NUMBER: PA

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC KITFL400E			5W20 LOF	1	**	**
FMC E4FZ	6731 AB		FILTER ASY - OIL	1S	5.95	5.95
011 OS5W20		GOG	OS 5W20	5S	2.20	11.00

----- SUBTOTAL -----		
PARTS		5.95
GAS-OIL-GREASE		11.00
HAZARDOUS WASTE CHG		1.56
LABOR CHARGE		16.44
TOTAL CHARGE FOR CONCERN		34.95

TYPE: C LINE FLAGS: HAZ

CONCERN 51 CUST STATES TIRE PRESSURE WARNING LAMP STAYS ON.  
CORRECTION RESET LAMP

OPERATION	TECH	AMOUNT
51	558	.00
----- SUBTOTAL -----		
TOTAL CHARGE FOR CONCERN		.00

TYPE: C

[REDACTED]

OPERATION	TECH	AMOUNT
54	558	.00
----- SUBTOTAL -----		
TOTAL CHARGE FOR CONCERN		.00

TYPE: C

[REDACTED]

OPERATION	TECH	AMOUNT
56	558	.00
----- SUBTOTAL -----		
TOTAL CHARGE FOR CONCERN		.00

TYPE: C

CONCERN 57\* LOANER DIFFERENCE  
CORRECTION DIFFERENCE

OPERATION	TECH	AMOUNT
57	099	.00
----- SUBTOTAL -----		
TOTAL CHARGE FOR CONCERN		.00

TYPE: C

87018

10/19/05

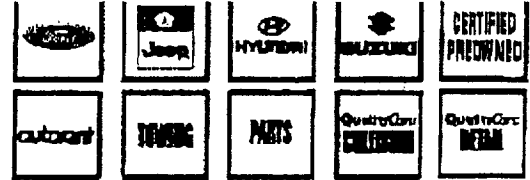
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NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS  
20% HANDLING CHARGE ON ALL RETURNS

INVOICE TO ..... DRIVER/OWNER INFORMATION -- INVOICE: C37651

FOR OFFICE USE ..... VEHICLE INFORMATION .....

ADV: 530 MILES, M INVOICED: 10/21/2005 10:07:59 AM 04 FREESTAR BLUE LICENSE NUMBER: PA

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C37651

PARTS	5.95
GAS-OIL-GREASE	11.00
HAZARDOUS WASTE CHG	1.56
LABOR CHARGE	16.44
MISCELLANEOUS	9.00
258 CHARGE TO 1836	9.00-
SUB-TOTAL	34.95
TAX	2.10
TOTAL CHARGE	37.05

PAYMENT DISTRIBUTION FOR INVOICE C37651

TOTAL CHARGE	37.05
CASH DUE	37.05

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
WAR - WARRANTY E-ZC - E-Z CARE  
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED  
WE WILL MEET OR BEAT ANY TIRE PRICE

PAGE 3  
LAST PAGE

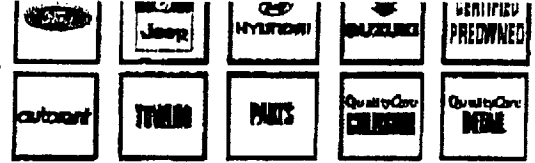
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CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OR 4,000 MILES FROM DATE OF WORK.	NO RETURNS ON ELECTRICAL COMPONENTS NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS 20% HANDLING CHARGE ON ALL RETURNS
---	--

INVOICE TO: FORD MOTOR CREDIT  
 PO BOX 1005  
 SOUTHEASTERN PA [REDACTED]  
 WORK: (800) 727-7000

DRIVER/OWNER INFORMATION -- INVOICE: W43762  
 NAD: 008013 [REDACTED]  
 LEVITTOWN PA [REDACTED]  
 WORK: [REDACTED]

FOR OFFICE USE: ADV: 530 MILES. MI INVOICE: PRELIM WAR W MM  
 MFG: 252001 TAX RULES: YY3NN INVOICED: 11/04/2005 11:33:54  
 ODOMETER IN: 22092 OUT: 22095 DIST: 1FT  
 DATES BEGIN: 11/04/05 DONE: 11/04/05

VEHICLE INFORMATION: VIN 2FMZA50614B [REDACTED] LICENSE NUMBER: PA [REDACTED]  
 04 FORD FREESTAR S 4DR MVAN BLUE  
 STOCK# 0FL12713  
 DATES INSERVICE: 042404 PRODUCTION: 110503 SOLD: 042404

CONCERN	CAUSE	CORRECTION	FACTORY	SS#	FAIL CODE	OPERATION	TECH	AMOUNT
24	MULTI POINT INSPECTION SPECIAL	99P		5415	B2	99P	541	00
SUBTOTAL						TOTAL CHARGE FOR CONCERN .00		
51	CUST SATTES BRAKES "GRIND".	GRINDS				042610B	541	1.6 130.22
	REAR BRAKE PAD LINING WEAR					2001B5B	541	.2 16.28
	DISC BRAKE ROTOR - REPLACE					2001B5B	541	.2 16.28
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL		
	FMC 5F2Z 2200 AA			KIT - BRAKE SHOE AND	1	66.54		66.54
	FMC 3F2Z 2C026 AA			ROTOR ASY - BRAKE	1	74.42		74.42
	PARTS: CDUNT 2			ALLOWANCE:				56.39
SUBTOTAL						PARTS 197.35		
LABOR CHARGE						162.78		
TOTAL CHARGE FOR CONCERN						360.13		

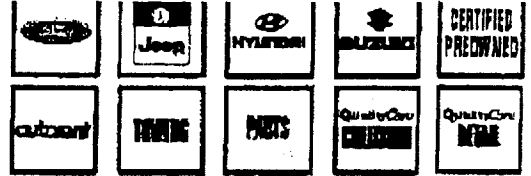
TYPE: W

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CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OR 1,000 MILES FROM DATE OF WORK.	NO RETURNS ON ELECTRICAL COMPONENTS NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS 20% HANDLING CHARGE ON ALL RETURNS
---	--

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W43762  
 FORD MOTOR CREDIT NAD: 008013 [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----  
 ADV: 530 MILES, H INVOICED: 11/04/2005 11:33:54 MM 04 FREESTAR BLUE LICENSE NUMBER: PA [REDACTED]

SUMMARY OF CHARGES FOR INVOICE W43762		PAYMENT DISTRIBUTION FOR INVOICE W43762	
PARTS	197.35	FACTORY WARRANTY TOTAL	360.13
LABOR CHARGE	162.78	FACTORY WARRANTY NAD 008013	360.13
FACTORY WARRANTY TOTAL	360.13	FORD MOTOR CREDIT	

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
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COMPLIMENTARY SERVICE RENTAL  
LAONER DIFFERENCE  
COMPLIMENTARY RENTAL  
SERVICE RENTAL

LN 51 PAY TYPE W TECH1-512 .50 OPR-CODE 13300D  
LIT8 42

CUST STATES TURN SIGNALS WILL NOT CANCEL.  
TURN SIGNAL DOES NOT WORK

STEERING COLUMN SWITCH ASSEMBLIES - DIAGNOSIS

LN 51-1 PAY TYPE W TECH1-512 .10 OPR-CODE 13300D4  
SWITCH-MULTI-FUNCTION/WINDSHIELD WIPER - REPLACE

-----  
RO W43762 Y 11/04/05 ODOM= 22095 ADV=530

CLIENT=252001 INV=11/04/05

LN 24 PAY TYPE W TECH1-541 OPR-CODE 99P  
LIT8 82

MULTI POINT INSPECTION SPECIAL  
99P

COMPLEMENTARY MULTI POINT INSPECTION

LN 51 PAY TYPE W TECH1-541 1.60 OPR-CODE 042610B  
LIT8 42

CUST SATTES BRAKES "GRIND".  
GRINDS

REAR BRAKE PAD LINING WEAR

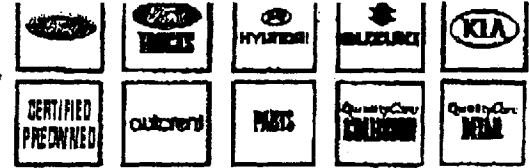
LN 51-1 PAY TYPE W TECH1-541 .20 OPR-CODE 2001B5B  
DISC BRAKE ROTOR - REPLACE

LN 51-2 PAY TYPE W TECH1-541 .20 OPR-CODE 2001B5B  
DISC BRAKE ROTOR - REPLACE

END OF DATA

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 NO RETURNS ON ELECTRICAL COMPONENTS  
 NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS  
 20% HANDLING CHARGE ON ALL RETURNS

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: Z64860  
 EASY CARE WARRANTY NAD: 008296 [REDACTED]  
 [REDACTED] LEVITTOWN PA [REDACTED]  
 ANGELA EXT. [REDACTED] WORK: [REDACTED]  
 NORCROSS GA [REDACTED]  
 HOME: [REDACTED]

FOR OFFICE USE VEHICLE INFORMATION  
 ADV: 530 MILES. MI INVOICE: PRELIM EZC W Z MM VIN 2FMZA50614 [REDACTED] LICENSE NUMBER: PA [REDACTED]  
 MFG: 252001 TAX RULES: YY1NM INVOICED: 04/21/2006 13:48:22 04 FORD FREESTAR S 4DR MVAN BLUE  
 ODOMETER IN: 28388 OUT: 28392 LOCATION: FORD SALES DIST: 1FT STOCK# 0FL12713  
 DATES BEGIN: 04/21/06 DONE: 04/21/06 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN 31* COMPLIMENTARY SERVICE RENTAL	OPERATION	TECH	AMOUNT
CORRECTION DUE SLIP SALES	31	095	
PART NUMBER	QTY	SELL	
FACTORY EASY CARE--: 2620009	1		
TYPE: EZC			TOTAL CHARGE FOR CONCERN 30.00

SUMMARY OF CHARGES FOR INVOICE Z64860		PAYMENT DISTRIBUTION FOR INVOICE Z64860	
CUSTOMER LOANER PROGRAM	30.00	WARRANTY TOTAL	30.00
WARRANTY TOTAL	30.00	E-Z CARE NAD 008296	30.00
		EASY CARE WARRANTY	

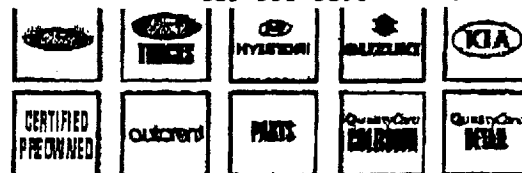
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 WAR - WARRANTY  
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NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS  
20% HANDLING CHARGE ON ALL RETURNS

01445

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W64860

FORD MOTOR CREDIT HAD: 008013 [REDACTED]

PO BOX 1005 [REDACTED]

SOUTHEASTERN PA 19399 LEVITTOWN PA [REDACTED]

WORK: (800) 727-7000 WORK: [REDACTED]

FOR OFFICE USE ----- VEHICLE INFORMATION -----

ADV: 530 MILES. MI INVOICE: PRELIM WAR W Z MM VIN 2FMZA50614B [REDACTED] LICENSE NUMBER: PA [REDACTED]

MFG: 252001 TAX RULES: YY3MN INVOICED: 04/21/2006 13:48:22 04 FORD FREESTAR S 4DR MVAN BLUE

ODOMETER IN: 28388 OUT: 28392 LOCATION: FORD SALES DIST: 1FT STOCK# 0FL12713

DATES BEGIN: 04/21/06 DONE: 04/21/06 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN 30* COMPLIMENTARY SERVICE RENTAL	OPERATION	TECH	HOURS	AMOUNT
CAUSE LAONER DIFFERENCE	RENTAL	099	.0	.00

CORRECTION COMPLIMENTARY RENTAL						
COMMENT SERVICE RENTAL						
PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
		REN	LOANER DIFFERENCE	1	3.00	3.00
FACTORY		SS#: 1010				
CONCERN : A99		FAIL CODE : B2				

----- SUBTOTAL -----

CUSTOMER LOANER PROGRAM	3.00
258 CHARGE TO	1636 3.00-
TOTAL CHARGE FOR CONCERN	.00

TYPE: W

CONCERN 51 CUST STATES TURN SIGNALS WILL NOT CANCEL	OPERATION	TECH	HOURS	AMOUNT
CAUSE TURN SIGNAL DOES NOT WORK	13300D	512	.5	40.70

CORRECTION STEERING COLUMN SWITCH ASSEMBLIES - DIAGNOSIS						
51-1 SWITCH-MULTI-FUNCTION/WINDSHIELD WIPER - REPLACE	13300D4	512	.1	8.14		
PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 5F22 13K359 AAA			*SWITCH ASY - DIRECT	1	44.91	44.91
PARTS: COUNT 1			ALLOWANCE: 17.96			

FACTORY CONCERN : W10 FAIL CODE : 42

----- SUBTOTAL -----

PARTS	62.87
LABOR CHARGE	48.84
TOTAL CHARGE FOR CONCERN	111.71

TYPE: W

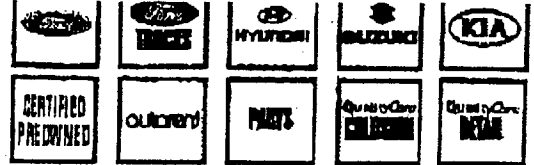
PAGE 1

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X [REDACTED]

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---	--

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W64860  
 FORD MOTOR CREDIT NAD: 008013

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----  
 ADV: 530 MILES. M INVOICED: 04/21/2006 13:48:22 MM .04 FREESTAR BLUE LICENSE NUMBER: PA

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W64860		PAYMENT DISTRIBUTION FOR INVOICE W64860	
PARTS	62.87	FACTORY WARRANTY TOTAL	111.71
LABOR CHARGE	48.84		
CUSTOMER LOANER PROGRAM	3.00	FACTORY WARRANTY NAD 008013	111.71
25B CHARGE TO 1836	3.00-	FORD MOTOR CREDIT	
FACTORY WARRANTY TOTAL	111.71		

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 EZC - E-Z CARE  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
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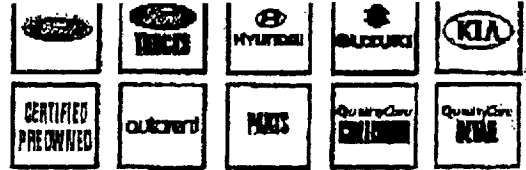
(ROADTESTED 2ND DAY(CUST CAME BACK)OVER 25 MILES-NO PROBLEMS!  
 LN 51-3 PAY TYPE W            TECH1-551    1.40            OPR-CODE 9350E  
 FUEL PUMP - ELECTRIC - REPLACE  
 (ROADTESTED 2ND DAY(CUST CAME BACK)OVER 25 MILES-NO PROBLEMS!

-----  
 RO Z64860 N 04/21/06 ODOM= 28392 ADV=530            CLIENT=252001    INV=04/21/06  
 LN 31    PAY TYPE E2C            TECH1-099            OPR-CODE 31  
 COMPLIMENTARY SERVICE RENTAL  
 DUE SLIP SALES

-----  
 RO W64860 Y 04/21/06 ODOM= 28392 ADV=530            CLIENT=252001    INV=04/21/06  
 LN 30    PAY TYPE W            TECH1-099            OPR-CODE RENTAL  
           LIT8 82

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NO RETURNS ON ELECTRICAL COMPONENTS  
NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS  
20% HANDLING CHARGE ON ALL RETURNS

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W65507  
FORD MOTOR CREDIT NAD: 008013  
PO BOX 1005  
SOUTHEASTERN PA 19399 LEVITTOWN PA  
WORK: (800) 727-7000 WORK:

FOR OFFICE USE ----- VEHICLE INFORMATION -----  
ADV: 530 MILES, MI INVOICE: PRELIM WAR W MM VIN 2FMZA50614E LICENSE NUMBER: PA  
MFG: 252001 TAX RULES: YY3NN INVOICED: 04/27/2006 14:28:50 04 FORD FREESTAR S 4DR MVAN BLUE  
ODOMETER IN: 28526 OUT: 28569 DIST: 1FT STOCK# OFL12713  
DATES BEGIN: 04/26/06 DONE: 04/27/06 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN	CAUSE	CORRECTION	FACTORY	OPERATION	TECH	AMOUNT
24	MULTI POINT INSPECTION SPECIAL			99P	551	.00
	99P	COMPLIMENTARY MULTI POINT INSPECTION				
			SS#: 6241			
	CONCERN : 99P		FAIL CODE : 99P			
----- SUBTOTAL -----						
TOTAL CHARGE FOR CONCERN						.00

CONCERN	CAUSE	CORRECTION	COMMENT	OPERATION	TECH	HOURS	AMOUNT
30*	COMPLIMENTARY SERVICE RENTAL			RENTAL	099	.0	.00
	NO CHARGE	COMPLIMENTARY RENTAL					
		SERVICE RENTAL					
	PART NUMBER		PO#	NOTE	DESCRIPTION	QTY	SELL
			REN	LOANER		2	33.00
			SS#: 1010				66.00
	CONCERN : NCC		FAIL CODE : NCC				
----- SUBTOTAL -----							
CUSTOMER LOANER PROGRAM							66.00
258 CHARGE TO							1836
TOTAL CHARGE FOR CONCERN							.00

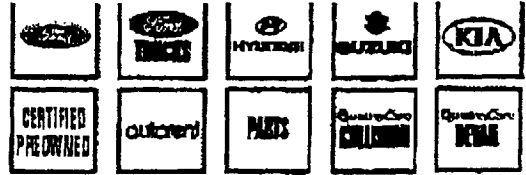
CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
			12650D	551	.2	16.28
		ECC (QUICK TEST) - DIAGNOSIS				
		51-1 EXTRA TIME TO REPEAT FINAL QUICK TEST	12650DX1	551	.1	8.14
		REPRINTED 1 TIMES				

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---	--

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W65507  
 FORD MOTOR CREDIT NAD: 008013 [REDACTED]

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----  
 ADV: 530 MILES, M INVOICED: 04/27/2006 14:28:50 MM 04 FREESTAR BLUE LICENSE NUMBER: PA [REDACTED]

[REDACTED]	12650D45	551	.3	24.42
[REDACTED]	9350E	551	1.4	113.95

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 3F22 9H307 AB			*SENDER AND PUMP ASY	1	157.58	157.58
PARTS: COUNT	1		ALLOWANCE:			63.03

FACTORY CONCERN : E29 SS#: 6241 FAIL CODE : 42

----- SUBTOTAL -----  
 PARTS 220.61  
 LABDR CHARGE 162.79  
 TOTAL CHARGE FOR CONCERN 383.40

TYPE: W

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W65507		PAYMENT DISTRIBUTION FOR INVOICE W65507	
PARTS	220.61	FACTORY WARRANTY TOTAL	383.40
LABOR CHARGE	162.79	FACTORY WARRANTY NAD 008013	383.40
CUSTOMER LOANER PROGRAM	66.00	FORD MOTOR CREDIT	
258 CHARGE TO 1836	66.00-		
FACTORY WARRANTY TOTAL	383.40		

CONTACT DAWN 609-883-1300 x 3911  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
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LEVITTOWN, PA

HOME PH:

STOCK NUMBER: OFL12713 LAST SERV MILEAGE: 028762 MFG CODE: 252001
2FMZA50614B SOLD DATE:04/24/04 MILE:000026 LAST SERV:05/31/06
04 FORD FREESTAR S 4DR MVAN BLUE IN-SERV DATE:04/24/04
NUMBER TYPE DATE DEDUCT MON MILES ACTIVE
EXT SVC PLAN1: EG1510330 NEC-TTL 04/24/09 10000 060 60000 Y

RO W67421 Y ADV=530

CLIENT=252001 INV=05/31/06

LN 51 PAY TYPE W TECH1-512 OPR-CODE 51
LIT8 VDR

RO W65839 Y 04/28/06 ODOM= 28580 ADV=530

CLIENT=252001 INV=05/04/06

LN 30 PAY TYPE W TECH1-099 OPR-CODE RENTAL
LIT8 REN

LOANER
REN
COMPLIMENTARY RENTAL
SERVICE RENTAL

LN 51 PAY TYPE W TECH1-551 OPR-CODE 51
LIT8 NWP

TOWED IN.
N/C
ROADTESTED THE VEHILCE SEVERAL TIMES OVER SIX DAYS...COULD NOT DUP
LIACTE ANY DRIVEABILITLY CONCERNS AT THIS TIME.

RO W65507 Y 04/26/06 ODOM= 28569 ADV=530

CLIENT=252001 INV=04/27/06

CONTACT DAWN 609-883-1300 X 3911
LN 24 PAY TYPE W TECH1-551 OPR-CODE 99P
LIT8 99P

MULTI POINT INSPECTION SPECIAL
99P
COMPLIMENTARY MULTI POINT INSPECTION

LN 30 PAY TYPE W TECH1-099 OPR-CODE RENTAL
LIT8 NCC

COMPLIMENTARY SERVICE RENTAL
NO CHARGE
COMPLIMENTARY RENTAL
SERVICE RENTAL

LN 51 PAY TYPE W TECH1-551 .20 OPR-CODE 12650D
LIT8 42

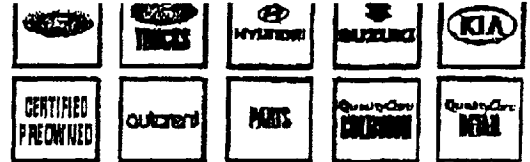
EEC (QUICK TEST) - DIAGNOSIS
(ROADTESTED 2ND DAY(CUST CAME BACK)OVER 25 MILES-NO PROBLEMS!
LN 51-1 PAY TYPE W TECH1-551 .10 OPR-CODE 12650DX1
EXTRA TIME TO REPEAT FINAL QUICK TEST
(ROADTESTED 2ND DAY(CUST CAME BACK)OVER 25 MILES-NO PROBLEMS!
LN 51-2 PAY TYPE W TECH1-551 .30 OPR-CODE 12650D45
PIN POINT TEST - DIAGNOSIS





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--	---

INVOICE TO -----  
 FORD MOTOR CREDIT NAD: 008013  
 PO BOX 1005  
 SOUTHEASTERN PA 19399  
 WORK: (800) 727-7000

DRIVER/OWNER INFORMATION -- INVOICE: W74701  
 [REDACTED]  
 LEVITTOWN PA [REDACTED]  
 CELL: [REDACTED]

FOR OFFICE USE -----  
 ADV: 530 MILES. MI INVOICE: PRELIM WAR W MM  
 MFG: 252001 TAX RULES: YY3NN INVOICED: 07/10/2006 14:23:40  
 ODOMETER IN: 30755 OUT: 30762 DIST: 1FT  
 DATES BEGIN: 07/03/06 DONE: 07/10/06

VEHICLE INFORMATION -----  
 VIN 2FMZA50614E [REDACTED] LICENSE NUMBER: PA [REDACTED]  
 04 FORD FREESTAR S 4DR MVAN BLUE  
 STOCK# OFL12713  
 DATES INSERVICE: 042404 PRODUCTION: 110603 SOLD: 042404

CONCERN 30 COMPLIMENTARY SERVICE RENTAL	OPERATION	TECH HOURS	AMOUNT
CAUSE REN	RENTAL	099 .0	.00
CORRECTION COMPLIMENTARY RENTAL			
COMMENT SERVICE RENTAL			
PART NUMBER	QTY	SELL	
REN LOANER	5	50.00	250.00
FACTORY CONCERN : REN			
SS#: 1010			
FAIL CODE : REN			

----- SUBTOTAL -----		
CUSTOMER LOANER PROGRAM		250.00
25B CHARGE TO	1836	250.00-
TOTAL CHARGE FOR CONCERN		.00

CAUSE CHECK ENGINE LAMP IS ON	OPERATION	TECH HOURS	AMOUNT
CORRECTION CASE 6GCCH005	MT061410	551 4.0	338.24
PART NUMBER	QTY	SELL	
SPD 5L3Z 9D370 A	1	37.75	37.75
PARTS: COUNT 1			
ALLOWANCE: 15.10			
FACTORY CONCERN : E29			
SS#: 6241			
FAIL CODE : 42			
POWERTRAIN CODES: KOEO - P1233			
KOEC - PASS			

----- SUBTOTAL -----		
PARTS		52.65
LABOR CHARGE		338.24
		PAGE 1

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PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OR 4,000 MILES FROM DATE OF WORK.	NO RETURNS ON ELECTRICAL COMPONENTS NO RETURNS AFTER 10 DAYS-NO RETURNS ON SPECIAL ORDERS 20% HANDLING CHARGE ON ALL RETURNS
---	--

01445

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W74701  
 FORD MOTOR CREDIT NAD: 008013 [REDACTED]  
 ----- FOR OFFICE USE ----- VEHICLE INFORMATION  
 ADV: 530 MILES. H INVOICED: 07/10/2006 14:23:40 MM 04 FREESTAR BLUE LICENSE NUMBER: PA [REDACTED]

TYPE. W TOTAL CHARGE FOR CONCERN 391.09  
 -----  
 CONCERN 52 [REDACTED] OPERATION TECH HOURS AMOUNT  
 52 551 .0 .00  
 CAUSE INC  
 CORRECTION SEE LINE #51  
 FACTORY CONCERN : INC SS#: 6241 FAIL CODE : INC

----- SUBTOTAL -----  
 TYPE. W TOTAL CHARGE FOR CONCERN .00  
 ----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W74701		PAYMENT DISTRIBUTION FOR INVOICE W74701	
PARTS	52.85	FACTORY WARRANTY TOTAL	391.09
LABOR CHARGE	338.24		
CUSTOMER LOANER PROGRAM	250.00	FACTORY WARRANTY NAD 008013	391.09
25B CHARGE TO 1836	250.00-	FORD MOTOR CREDIT	
FACTORY WARRANTY TOTAL	391.09		

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MICHAEL MILES  
 THANK-YOU-FOR-YOUR-CONFIDENCE-IN-US  
 IF YOU HAVE ANY PROBLEM CONTACT YOUR ADVISOR

PAGE 2  
LAST PAGE

ON LINE SERVICE INVOICING BY © 1979

X



We warrant the use of parts or services in this case of 90, 90%, or any other value beyond our control. Service will be subject to a daily storage fee over 24 hours.

I hereby authorize the below repair work to be done on my vehicle with the necessary material, and hereby grant you access to my vehicle and premises, or garage for the full or such lesser period as stated, repairs or alterations for the purpose of testing and inspection. An express acknowledgment on behalf of my vehicle is to be made by the amount of 100% of my vehicle.

CUSTOMER'S SIGNATURE

On behalf of working dealer, I certify that the information contained herein is accurate. Unless otherwise shown, services described were performed in no other way than that stated. There was no indication from the appearance of the vehicle or otherwise that any part repaired or replaced under this plan had been damaged in any way with any accident, negligence or misuse. Records supporting the claim are available for (1) year from the date of payment notification at the working dealer by inspection by representatives of Ford.

DEALER GENERAL MANAGER OR AUTHORIZED PERSON

STATE INSPECTION	EMISSIONS	LUBE	OIL ONLY	OIL & FILTER	ROTATE TIRES	ROTATE & BALANCE	2 WHEEL ALIGN	4 WHEEL ALIGN	TUNE UP 4 CYL.	TUNE UP STR. 6 CYL.	TUNE UP 4 CYL.	TUNE UP 6 CYL.	A/C SERVICE	CHG. SYS. CHECK	ADJ. HEADLIGHTS	CODES, SVCS.	TRANS. SERVICE	P.D.	BAS. SERVICE	FULL DETAIL	REPLACE BELTS	REPLACE HOSES
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

INSTRUCTIONS ON WORK TO BE DONE

30 PAY TYPE: W  
COMPLIMENTARY SERVICE RENTAL

Labor Operation No.	Sched. Time	FAILED PART
		CND
		FAILED PART
		CND
		FAILED PART
		CND
		FAILED PART
		CND
		FAILED PART
		CND
		FAILED PART
		CND

Registered Fuel Delivery Module as per Ford Engineering

Handwritten signature/initials

\*\*RO 74701\*\* \*TAG \* LIC: PA FPX6361 SVC ADV: 530 MICHAEL MILNE  
 04 \*\*VIN: 2FMZA5061 4BA33451  
 FORD FREESTAR COL CD: SP  
 S 4DR MVAN TRIM: C6  
 LICENSE: PA BLUE TRUCK  
 MFG CODE: 252001 SVC DLR: 013055 SLM: 168  
 STOCK NUMBER: 0FL12713  
 IN-SVC: 042404 SOLD: 042404 PROD: 110603  
 AVG PER DAY: 37 PER MONTH: 1110

LEVITTOWN PA BUCKS

CELL: WORK: EMAIL ADDRESS

DIST CODE: 1FT

NAME VER: Y MODEL# A50  
 EXTENDED SVC PLAN: TYPE: NEC-TTL NUMBER: EG1510330 DEDUCTIBLE: 100.00  
 IN FORCE: Y MONTHS: 60 MILEAGE: 60000 EXPIRES: 042409  
 07/03/06 08:38:34

\*\*\*\*PROMISED DATE: 07/03/06 TIME: 1600 \*\*\*\*

\*TAG \* \*\*RO 74701\*\* SVC ADV: 530 VIN: 2FMZA5061 4BA33451

All Action Details for Issue

Print

VIN: 2FMZA50614B [REDACTED] Year: 2004 Model: FREESTAR Case: 344701846  
Name [REDACTED] Owner Status: Original WSD: 2004-04-24  
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]  
Issue Type: 03 CONCERN Issue Status: CLOSED  
Initial Customer Contact: 07/03/2006

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP  
Dealer: 01305 MCCAFFERTYFORD SALES, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 30000 MI Comm Type: PHONE  
Analyst Name: PETERSON LINDA Analyst: LPETER58  
Action Date: 07/03/2006 Action Time: 09.34.28.054 Action Data: No

Comments CUSTOMER SAID: - CUST STATES THE VEH HAS BEEN IN SEVERAL TIMES FOR THIS CONCERN THE VEH STALLS WHILE DRIVING AND WILL NOT RESTART. THE DLRSHP HAS THE VEH AND THE CUST STATES THE VEH STALLED ON 07/01/06. CUTS STATES THE FUEL PUMP HAS BEEN CHANGED AND THEY STATE IT IS THE FUEL PUMP AGAIN.- CUST HAS BEEN SPEAKING TO S/A MIKE MILES CUST HAS NO COMPLAINT ABOUT THE DLRSHP INCLUDING THE S/M BUT IS UPSET REGARDING THE VEH.DEALER SAID: - DLRSHP DIAGNOSING.MCCAFFERTY FORD SALES INC1939 EAST LINCOLN HIGHWAY LANGHORNE, PA 19047TEL: (215) 945-8000CRC ADVISED: WE SPOKE TO THE SERVICE DEPARTMENT AND HAVE CONFIRMED THAT YOUR VEHICLE HAS NOW BEEN TO THE DEALERSHIP MULTIPLE TIMES. WE HAVE DOCUMENTED YOUR CONCERN AND WILL SEND A COPY TO YOUR DEALERSHIP REQUESTING FURTHER ASSISTANCE. YOUR CRM/SERV MGR WILL CONTACT YOU AS SOON AS THEY HAVE MORE INFORMATION- OBC TO THE SERVICE DEPT. SPOKE TO S/A MIKE THE CUST S/A HE STATES THE VEH HAS A CHECK ENGINE LIGHT ON AND A FUEL PUMP CODE CAME UP. CUST WAS IN A LOANER AND DLRSHP COULD NOT DUPLICATE FOR SIX DAYS AS THEY DROVE IT. DLRSHP STATES HE DOES NOT THINK THE FUEL PUMP MAY NOT BE THE PROBLEM.- EXPLAINED ABOVE TO THE CUST CUST UNDERSTOOD. CUST STATES HE WILL CALL BACK IF THE CONCERN IS STILL PRESENT. CUST STATES HE MAY SEEK TRADE, LEMON LAW HE WILL WAIT TILL THE VEH IS REPAIRED THIS TIME.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 01305 MCCAFFERTYFORD SALES, INC. Origin Desc: DEALER  
Odometer: 30000 MI Comm Type: VISIT  
Analyst Name: CAM PRIOLE Analyst: C-PRIOL1  
Action Date: 07/12/2006 Action Time: 17.07.40.566 Action Data: No

Comments MADE REPAIRS ACCORDING TO HOT LINE VEHICLE WAS RELEASED. CUSTOMER BROKE DOWN A FEW DAYS LATER AND IS GOING LEMON LAW.

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All Action Details for Issue

[Print](#)

VIN: 2FMZA50614B [REDACTED] Year: 2004 Model: FREESTAR Case: 344701846  
Name: [REDACTED] Owner Status: Original WSD: 2004-04-24  
Symptom Desc: NO START ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]  
Issue Type: 03 CONCERN Issue Status: CLOSED  
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS  
Dealer: 01305 MCCAFFERTY FORD SALES, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 30000 MI Comm Type: PHONE  
Analyst Name: PETERSON LINDA Analyst: LPETER58  
Action Date: 07/03/2006 Action Time: 09.36.37.040 Action Data: No

**Comments** CUSTOMER SAID: - CUST STATES THE VEH HAS BEEN IN SEVERAL TIMES FOR THIS CONCERN THE VEH STALLS WHILE DRIVING AND WILL NOT RESTART. THE DLRSH HAS THE VEH AND THE CUST STATES THE VEH STALLED ON 07/01/06. CUTS STATES THE FUEL PUMP HAS BEEN CHANGED AND THEY STATE IT IS THE FUEL PUMP AGAIN.- CUST HAS BEEN SPEAKING TO S/A MIKE MILES CUST HAS NO COMPLAINT ABOUT THE DLRSH INCLUDING THE S/M BUT IS UPSET REGARDING THE VEH.DEALER SAID: - DLRSH DIAGNOSING.MCCAFFERTY FORD SALES INC1939 EAST LINCOLN HIGHWAY LANGHORNE, PA 19047TEL: (215) 945-8000CRC ADVISED: WE SPOKE TO THE SERVICE DEPARTMENT AND HAVE CONFIRMED THAT YOUR VEHICLE HAS NOW BEEN TO THE DEALERSHIP MULTIPLE TIMES. WE HAVE DOCUMENTED YOUR CONCERN AND WILL SEND A COPY TO YOUR DEALERSHIP REQUESTING FURTHER ASSISTANCE. YOUR CRM/SERV MGR WILL CONTACT YOU AS SOON AS THEY HAVE MORE INFORMATION- OBC TO THE SERVICE DEPT. SPOKE TO S/A MIKE THE CUST S/A HE STATES THE VEH HAS A CHECK ENGINE LIGHT ON AND A FUEL PUMP CODE CAME UP. CUST WAS IN A LOANER AND DLRSH COULD NOT DUPLICATE FOR SIX DAYS AS THEY DROVE IT. DLRSH STATES HE DOES NOT THINK THE FUEL PUMP MAY NOT BE THE PROBLEM.- EXPLAINED ABOVE TO THE CUST CUST UNDERSTOOD. CUST STATES HE WILL CALL BACK IF THE CONCERN IS STILL PRESENT. CUST STATES HE MAY SEEK TRADE, LEMON LAW HE WILL WAIT TILL THE VEH IS REPAIRED THIS TIME.

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All Action Details for Issue

[Print](#)

VIN: 2FMZA50614B [REDACTED] Year: 2004 Model: FREESTAR Case: 344701846  
Name: [REDACTED] Owner Status: Original WSD: 2004-04-24  
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]  
Issue Type: 03 CONCERN Issue Status: CLOSED  
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS  
Dealer: 01305 MCCAFFERTY FORD SALES, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 30000 MI Comm Type: PHONE  
Analyst Name: PETERSON LINDA Analyst: LPETER58  
Action Date: 07/03/2006 Action Time: 09.35.57.722 Action Data: No

**Comments** CUSTOMER SAID: - CUST STATES THE VEH HAS BEEN IN SEVERAL TIMES FOR THIS CONCERN THE VEH STALLS WHILE DRIVING AND WILL NOT RESTART. THE DLRSHP HAS THE VEH AND THE CUST STATES THE VEH STALLED ON 07/01/06. CUTS STATES THE FUEL PUMP HAS BEEN CHANGED AND THEY STATE IT IS THE FUEL PUMP AGAIN.- CUST HAS BEEN SPEAKING TO S/A MIKE MILES CUST HAS NO COMPLAINT ABOUT THE DLRSHP INCLUDING THE S/M BUT IS UPSET REGARDING THE VEH.DEALER SAID: - DLRSHP DIAGNOSING.MCCAFFERTY FORD SALES INC1939 EAST LINCOLN HIGHWAY LANGHORNE, PA 19047TEL: (215) 945-8000CRC ADVISED: WE SPOKE TO THE SERVICE DEPARTMENT AND HAVE CONFIRMED THAT YOUR VEHICLE HAS NOW BEEN TO THE DEALERSHIP MULTIPLE TIMES. WE HAVE DOCUMENTED YOUR CONCERN AND WILL SEND A COPY TO YOUR DEALERSHIP REQUESTING FURTHER ASSISTANCE. YOUR CRM/SERV MGR WILL CONTACT YOU AS SOON AS THEY HAVE MORE INFORMATION- OBC TO THE SERVICE DEPT. SPOKE TO S/A MIKE THE CUST S/A HE STATES THE VEH HAS A CHECK ENGINE LIGHT ON AND A FUEL PUMP CODE CAME UP. CUST WAS IN A LOANER AND DLRSHP COULD NOT DUPLICATE FOR SIX DAYS AS THEY DROVE IT. DLRSHP STATES HE DOES NOT THINK THE FUEL PUMP MAY NOT BE THE PROBLEM.- EXPLAINED ABOVE TO THE CUST CUST UNDERSTOOD. CUST STATES HE WILL CALL BACK IF THE CONCERN IS STILL PRESENT. CUST STATES HE MAY SEEK TRADE, LEMON LAW HE WILL WAIT TILL THE VEH IS REPAIRED THIS TIME.

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**All Action Details for Issue**

Print

VIN: 2FMZA52234B [REDACTED]      Year: 2004      Model: FREESTAR    Case: 335703014  
 Name: [REDACTED]      Owner Status: Original      WSD: 2004-08-28  
 Symptom Desc: PANELS/UNIBODY ALIGNMENT/FIT DOOR-SLIDING      Primary Phone: [REDACTED]  
 Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST      Secondary Phone:  
 Issue Type: 06 BBB AUTO LINE      Issue Status: CLOSED

**Action:** OPEN - PENDING ELIGIBILITY      **Origin Desc:** BETTER BUSINESS BUREAU  
**Dealer:** 00976 D& D MOTO RS, INC.  
**Odometer:** 17500 MI      **Comm Type:** MAIL  
**Analyst Name:** DANIELSON, JANETTA      **Analyst:** J-DANI36  
**Action Date:** 10/06/2005      **Action Time:** 09.03.05.646      **Action Data:** No

**Comments** NEW CASE FRD0590218 ADDITIONAL CONCERNS: RADIO MALFUNCTION; BATTERY LIGHT CAME ON; GAS PEDAL VIBRATES; HIGH PITCHED SQUEAL IN REAR A/C.

**Action:** OPEN - CABBB CASE ELIGIBLE      **Origin Desc:** BETTER BUSINESS BUREAU  
**Dealer:** 00976 D& D MOTO RS, INC.  
**Odometer:** 17500 MI      **Comm Type:** MAIL  
**Analyst Name:** BROWN, BARBARA      **Analyst:** B-BROW58  
**Action Date:** 10/12/2005      **Action Time:** 18.16.15.985      **Action Data:** No

**Comments** NEW BBB CASE FRD0590218

**Action:** FIELD E-MAIL SENT - DSB      **Origin Desc:** CONSUMER AFFAIRS-DISPUTE  
**Dealer:** 00976 D& D MOTO RS, INC.      RESOLUTION PROGRAM  
**Odometer:** 17500 MI      **Comm Type:** EMAIL  
**Analyst Name:** TOMLINSON, ERIKA (E.C.)      **Analyst:** ETOMLIN1  
**Action Date:** 10/31/2005      **Action Time:** 16.48.46.570      **Action Data:** No

**Comments** BBB CASE PENDING

**Action:** POST-HEARING REQUEST-ARBITRATOR REQUESTS TE      **Origin Desc:** BETTER BUSINESS BUREAU  
**Dealer:** 00976 D& D MOTO RS, INC.  
**Odometer:** 17500 MI      **Comm Type:** MAIL  
**Analyst Name:** WEBBER, ERICA      **Analyst:** E-WEBBE1  
**Action Date:** 11/29/2005      **Action Time:** 21.00.38.153      **Action Data:** Yes

**Comments** REQUESTS TE 11/18/05

<u>Data Element Name</u>	<u>Data Value</u>
DATE ARBITRATOR REQUESTS TE	11/18/05

**Action:** ARBITRATION DECISION-DENIAL      **Origin Desc:** BETTER BUSINESS BUREAU  
**Dealer:** 00976 D& D MOTO RS, INC.  
**Odometer:** 17500 MI      **Comm Type:** MAIL  
**Analyst Name:** WEBBER, ERICA      **Analyst:** E-WEBBE1  
**Action Date:** 12/12/2005      **Action Time:** 16.00.46.228      **Action Data:** No

**Comments** ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

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**Action:** ARBITRATION DECISION-DENIAL  
**Dealer:** 00976 D& D MOTO RS, INC. **Origin Desc:** BETTER BUSINESS BUREAU  
**Odometer:** 17500 MI **Comm Type:** MAIL  
**Analyst Name:** WEBBER, ERICA **Analyst:** E-WEBBE1  
**Action Date:** 12/12/2005 **Action Time:** 16.42.28.170 **Action Data:** No

**Comments** ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

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**Action:** REJECTION OF DECISION FORM RECEIVED  
**Dealer:** 00976 D& D MOTO RS, INC. **Origin Desc:** BETTER BUSINESS BUREAU  
**Odometer:** 17500 MI **Comm Type:** MAIL  
**Analyst Name:** WEBBER, ERICA **Analyst:** E-WEBBE1  
**Action Date:** 12/20/2005 **Action Time:** 16.00.42.699 **Action Data:** Yes

**Comments** DATE OF REJECTION 12/20/05 ARBITRATED RESULTING IN A DENIAL

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF REJECTION	12/20/05

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All Action Details for Issue

Print

VIN: 2FMZA52234B [REDACTED] Year: 2004 Model: FREESTAR Case: 335703014  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-28  
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DSB-REPLACEMENT REQUEST-DLR UNABLE TO REPAIR Secondary Phone:  
Issue Type: 06 BBB AUTO LINE Issue Status: CLOSED

Action: OPEN-OTHER PROVIDED APPLICATION-NO ORAL PRESENTATION  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: DEMARS  
Odometer: 4207 MI Comm Type: MAIL  
Analyst Name: DE LA PAZ, AMANDA Analyst: A-DELAPA  
Action Date: 12/03/2004 Action Time: 11.48.33.720 Action Data: No

Comments ELIGIBLE: GAS PEDAL VIBRATES, SLIDING DOOR NO OPEN/CLOSE, RADIO SEEK MODE, BATTERY LIGHT, MOTOR CUTS OUT, IDLE CLUNK NOISE, GRINDING NOISE WHEN AC/HEAT ON, SLIDING DOOR NOISE, WRONG BODY EMBLEM--NS.

Action: DEMARS MAILS REQUESTS FOR DEALER REPORTS  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: DEMARS  
Odometer: 4207 MI Comm Type: MAIL  
Analyst Name: RUEHL, CANDY Analyst: C-RUEHL  
Action Date: 12/03/2004 Action Time: 16.45.37.608 Action Data: Yes

Comments JS

Data Element Name	Data Value
DEALER NAME	D & D MOTORS
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
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DEALER NAME	

Action: FIELD E-MAIL SENT - DSB  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 4207 MI Comm Type: OTHER  
Analyst Name: WILLIAMS, ANDREA (A.) Analyst: AWILL109  
Action Date: 12/08/2004 Action Time: 15.08.39.717 Action Data: No

Comments CHARLOTTE BRD. 1/19/04.

**Action:** DEMARS RECEIVES DEALER REPORT  
**Dealer:** 00976 D& D MOTO RS, INC.  
**Odometer:** 4207 MI  
**Analyst Name:** TREAUDEAU, MICHELLE  
**Action Date:** 12/10/2004

**Comm Type:** FAX  
**Analyst:** M-TRUDE2  
**Action Time:** 16.19.43.278

**Origin Desc:** DEMARS  
**Action Data:** No

**Comments** D & D MOTORS

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**Action:** RECORD DETAILS OF BOARD DECISION - REPAIRS  
**Dealer:** 00976 D& D MOTO RS, INC.  
**Odometer:** 4207 MI  
**Analyst Name:** RUEHL, CANDY  
**Action Date:** 01/25/2005

**Comm Type:** EMAIL  
**Analyst:** C-RUEHL  
**Action Time:** 18.58.23.250

**Origin Desc:** DEMARS  
**Action Data:** Yes

**Comments** FURTHER REPAIRâ THE BOARD DETERMINED THE GAS PEDAL, EMBLEM, RADIO, A/C, SLIDING DOOR AND MOTOR CUTTING OFF CONCERNS DO NOT REPRESENT A SUBSTANTIAL NONCONFORMITY AFFECTING THE USE, VALUE AND SAFETY OF THE VEHICLE AND ARE REPAIRABLE (SEE PAGE 3). FURTHERMORE, BASED ON NON-EXISTING REPAIR HISTORY FOR THE BATTERY LIGHT, IDLE CLUNK NOISE, AND VIBRATION CONCERNS (ALSO ON PAGE 3), THE BOARD DECIDED THESE CONCERNS ARE NOT AN ISSUE. CUSTOMERâ S REQUEST FOR REPLACEMENT IS DENIED.

<u>Data Element Name</u>	<u>Data Value</u>
NAME OF BOARD	CHA
MEETING DATE	01-19-2005
DECISION LETTER DATE	01-21-2005
40 DAY DELAY CODE(NUMERIC 0-16 ONLY)	15
ORAL HEARING	NO

---

**Action:** CUSTOMER DID NOT RETURN A/R FORM

**Dealer:** 00976 D& D MOTO RS, INC.

**Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

**Odometer:** 4207 MI  
**Analyst Name:** WILLIAMS, ANDREA (A.)

**Comm Type:** OTHER  
**Analyst:** AWILL109

**Action Date:** 02/14/2005

**Action Time:** 10.13.24.519

**Action Data:** No

**Comments** .

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All Action Details for Issue

Print

VIN: 2EMZA52234E [REDACTED] Year: 2004 Model: FREESTAR Case: 335703014  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-28  
Symptom Desc: LIGHTING SYS INTERIOR LIGHTING ILLUM. ENTRY Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone:  
Issue Type: 04 REGION Issue Status: CANCEL  
Initial Customer Contact: 01/03/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 3466 MI Comm Type: PHONE  
Analyst Name: EDWARDS MAXINE Analyst: MEDWAR69  
Action Date: 11/05/2004 Action Time: 17.43.09.595 Action Data: No

Comments CUSTOMER SAID: -VEH WILL BE GOING INTO THE DLRSHIP FOR THE 5 TIME FOR THE SAME CONCERN -SIDE DOOR WONT OPENDED OR CLOSED -WIFE HONK THE HORN THIS MORNING AND THE RADIO CAME ON AN WAS SCANNING - THIS VEH HAS TOO MUCH ELECTIAL AND MECHANICAL CONCERNS FOR HIM TO COTINUE OWNING THIS VEH -RECIEVE A CALL FROM MARVIN JONES FROM D/D JONES WHO SAID THAT THEY HAD REPAIR THE VEH AND THEY WERE UNABLE TO DUPLICATE THE RADIO CONCERN THE DOOR HAD GREASE ON THE TRACK DLRSHIP SAID THAT THEY DID CLEAN THE GREASE OFF THE TRACK BU THEY DIDNT -WOULD LIKE TO GET A NEW VEH AS SOON AS POSSIBLE TO REPLACED THE VEH THAT HE CURRENTLY OWN-IF NO ONE ADDRESS THIS ISSUE HE WILL BE TAKING LEGAL ACTIONDEALER SAID: D & D MOTORS, INC.CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. 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 5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING\*\*\*\*

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: DEALER  
Odometer: 3466 MI Comm Type: VISIT  
Analyst Name: MARVIN JONES Analyst: M-JONE86  
Action Date: 11/08/2004 Action Time: 08.57.54.678 Action Data: No

Comments SERVICE MANAGER CHECK VEHICLE WITH CUSTOMER ON 11/5/04AND WAS UNABLE TO DUPLICATE THE CUSTOMER CONCERNS. THE SLIDING DOOR OPERATED AS DESIGNED. SERVICE MANAGER CHECKED THE HORN OPERATIONAND POINTED OUT TO THE CUSTOMER THAT THEY MIGHT BE HITTING THE RADIO CONTROL BUTTONS ON THE STEERING WHEEL.

Action: CANCEL ISSUE  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 3466 MI Comm Type: OTHER  
Analyst Name: LARRY WILSON (LWILSO15) Analyst: LWILSO15  
Action Date: 01/03/2005 Action Time: 13.40.51.711 Action Data: No

Comments CUSTOMER HAS WENT DSB ON THE CASE DOES NOT WANT DEALER TO ATTEMPT TO REPAIR.

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All Action Details for Issue

Print

VIN: 2EMZA52234B [REDACTED] Year: 2004 Model: FREESTAR Case: 335703014  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-28  
Symptom Desc: STALL/QUITS AT CRUISE HOT ENGINE Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone:  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/04/2004

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: ALOUCHE ELIZABETH Analyst: EALOUCHE  
Action Date: 10/28/2004 Action Time: 16.14.47.700 Action Data: No

Comments CUSTOMER SAID: -THE VEH STALLED OUT ON MY WIFE WHEN SHE WAS DRIVING -THE BATTERY CAME ON AND OFF AGAIN -THE VEH WAS TAKEN TO D & D FORD-I DO NOT UNDERSTAND WHY THE DLRSHIP CANNOT DUPLICATE THE CONCERN -I WANT TO INVOKE THE LEMON LAW -I WOULD LIKE ANOTHER FREESTAR THAT IS PROBLEM FREE -CUST SEEKS INFODEALER SAID: -DLRSHIP STATED THAT THEY CANNOT DUPLICATE THE PROBLEMCRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. 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 5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING\*\*\*\*-CUST STATED THAT HIS WIFE'S CELL PHONE NUMBER IS 864-325-8521IN CASE HIS CELL PHONE IS OFF

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: DEALER  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: MARVIN JONES Analyst: M-JONE86  
Action Date: 11/03/2004 Action Time: 09.21.31.313 Action Data: No

Comments SERVICE MANAGER CONTACTED MR PAES, 11/3/04. MR PAES STATES THAT THE STALLING CONCERN HAS NOT REOCCURRED. HE STILL HAS CONCERN WITH RADIOSCANNING BUT THE CONCERN IS INTERMITTIN AND CAN NOT BE DUPLICATED. WAS NOT HAPPY WITH LUBE IN DOOR TRACK, ADVISED MR PAES THAT THAT COULD BE RESIDUE FROM THE REPAIR DIGANOSTIC AND THE WE WOULD BE HAPPY TO WIPE IT OUT. MR PAES STATES HE WILL CLEAN TRACK.

Action: CONSUMER REACH OFFER - REJECTED BY CUSTOMER  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: LARRY WILSON (LWILSO15) Analyst: LWILSO15  
Action Date: 11/05/2004 Action Time: 10.00.44.701 Action Data: No

Comments DEALER CAN NOT DUPLICATE CUSTOMERS CONCERN , C/S PRIOR ISSUES ARE COMPLETED.

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All Action Details for Issue

Print

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<b>VIN:</b> 2FMZA52234B [REDACTED]	<b>Year:</b> 2004	<b>Model:</b> FREESTAR	<b>Case:</b> 335703014
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Original	<b>WSD:</b> 2004-08-28	
<b>Symptom Desc:</b> PANELS/UNIBODY ALIGNMENT/FIT DOOR-SLIDING		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> PRODUCT - NEGATIVE FEEDBACK		<b>Secondary Phone:</b>	
<b>Issue Type:</b> 02 INFORMATION	<b>Issue Status:</b> CLOSED		

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**Action:** ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED

**Dealer:**

**Origin Desc:** US INQUIRY CASE BASE

**Odometer:** 3000 MI

**Comm Type:** PHONE

**Analyst Name:** ALOUCHE ELIZABETH

**Analyst:** EALOUCHE

**Action Date:** 10/28/2004

**Action Time:** 16.16.15.442

**Action Data:** No

**Comments** CUSTOMER SAID: -THERE IS A SQUEEKING NOISE COMING FROM THE SLIDING DOOR WHEN IT IS OPENING AND CLOSING -THE VEH WAS TAKEN TO THE DLRSHIP AND THEY ADDED THE GREASE -I FEEL THAT WHEN THE GREASE RUNS OUT THE WILL STILL SQUEEK-CUST SEEKS FEEDBACK DOCUMENTEDDEALER SAID: - NONECRC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR THOUGHTS; YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR FEEDBACK AND THE INFORMATION YOU PROVIDED REGARDING YOUR EXPERIENCE WITH OUR PRODUCT. THIS INFORMATION IS FORWARDED TO VARIOUS DEPARTMENTS WITHIN FORD TO CONTINUOUSLY IMPROVE OUR PRODUCTS AND SERVICES. YOU WILL ONLY BE CONTACTED IF A SPECIFIC DEPARTMENT REQUIRES ADDITIONAL INFORMATION OR CLARIFICATION.

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All Action Details for Issue

Print

VIN: 2FMZA52234E [REDACTED] Year: 2004 Model: FREESTAR Case: 335703014  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-28  
Symptom Desc: LOCKS/SECURITY PWR LOCKS/LATCH DOOR-SLIDING Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone:  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 00976 D & D MOTO RS, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: HYLTON ROSEMARIE Analyst: RHYLTON2  
Action Date: 10/28/2004 Action Time: 14.44.33.967 Action Data: No

Comments CUSTOMER SAID: -FROM HISTORICALS DATED 10/27/2004 09:19:29 AM-IT HAS BEEN TO D&D MOTORS THREE TIMES-THE REAR RIGHT SLIDING DOOR SQUEAKS -IT ALSO DOES NOT SHUT -WHEN IT OPENS, IT MAKES A LOUD POPPING NOISE -NOW THE LOUD POPPING SOUND IS GONE, BUT IT STILL DOES NOT SHUT AND IT IS STILL SQUEAKING-SHE WOULD LIKE THE VEHICLE REPAIRED. -THE BEST NUMBER TO REACH HER TOMORROW IS 864 325 8521DEALER SAID: -NONE D & D MOTORS, INC.1000 WEST WADE HAMPTON BLVDGREER, SC 29650 TEL: (864) 877-0711CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN/MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.-CSR RECEIVED VOICE MESSAGE FROM MARVIN JOHN D&D MOTORS -HE STATES THERE WAS ONE REPAIR ATTEMPT MADE ON THE DOOR NOT CLOSING-THE OTHER ISSUES WERE BASED ON NOISES. -A CALL WAS PLACED TO THE CUSTOMER-HE HAS UPDATED A CUDDLE CONTACT IN THE SYSTEM. -ADVISED CUST TO CONTINUE TO TAKE THE VEHICLE IN TO THE DLR FOR ANY CONCERN. THEY WILL ADDRESS ALL ISSUES ACCORDINGLY.

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All Action Details for Issue

Print

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<b>VIN:</b> 2FMZA52234B [REDACTED]	<b>Year:</b> 2004	<b>Model:</b> FREESTAR	<b>Case:</b> 335703014
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Original	<b>WSD:</b> 2004-08-28	
<b>Symptom Desc:</b>		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> DEALER GENERATED INFORMATION ISSUE		<b>Secondary Phone:</b>	
<b>Issue Type:</b> 02 INFORMATION	<b>Issue Status:</b> CLOSED		

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<b>Action:</b> FORD COVERED REPAIR MADE - ONP		
<b>Dealer:</b> 00976 D& D MOTO RS, INC.		<b>Origin Desc:</b> DEALER
<b>Odometer:</b> 3076 MI	<b>Comm Type:</b> VISIT	
<b>Analyst Name:</b> MARVIN JONES	<b>Analyst:</b> M-JONE86	
<b>Action Date:</b> 10/28/2004	<b>Action Time:</b> 13.38.50.153	<b>Action Data:</b> No

**Comments** SERVICE MANAGER CONTACTED CUSTOMER BY PHONE ON 10/27/04. MR. PAES HAD THE FOLLOWING CONCERNS, 1) RIGHT SLIDING DOOR SQUEAK WHEN OPENING AND CLOSING. 2) VIBRATION IN ACCELERATOR PEDAL AT 45 TO 55 MPH. 3) RADIO GOES TO AUTO SCAN WITHOUT ANYONE PUSHING BUTTON. ADVISED MR. PAES TOO BRINGS VEHICLE IN AND DEMONSTRATES CONCERNS. 10/28/04, MRS. PAES BROUGHT THE FREESTAR IN TO BE CHECKED. WE WERE ABLE TO DUPLICATE AND CORRECT THE SQUEAK FROM SLIDING DOOR. MRS. PAES VERIFIED THE CONCERN WAS CORRECTED. WE ARE UNABLE TO FEEL ANY ABNORMAL VIBRATION IN ACCELERATOR PEDAL. MRS. PAES SAYS THAT SHE CAN'T FEEL THE VIBRATION. WE ARE UNABLE TO DUPLICATE THE RADIO CONCERN. MRS. PAES ALSO STATED THE VEHICLE BATTERY LIGHT CAME ON AND THE UNIT CUT OF THEN STARTED BACK UP AS SHE WAS DRIVING 45 MPH AT THE TIME. WE CHECKD FOR FAULT CODES, NO CODES FOUND, WE ARE UNABLE TO DUPLICATE THE CONCERN

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All Action Details for Issue

Print

VIN: 2FMZA52234B [REDACTED] Year: 2004 Model: FREESTAR Case: 335703014  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-28  
Symptom Desc: LOCKS/SECURITY PWR LOCKS/LATCH DOOR-SLIDING Primary Phone: [REDACTED]  
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone:  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact:

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: HYLTON ROSEMARIE Analyst: RHYLTON2  
Action Date: 10/27/2004 Action Time: 09.19.29.704 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
BRANDY		PAES		SPOUSE

Comments CUSTOMER SAID: -IT HAS BEEN TO D&D MOTORS THREE TIMES-THE REAR RIGHT SLIDING DOOR SQUEAKS -IT ALSO DOES NOT SHUT -WHEN IT OPENS, IT MAKES A LOUD POPPING NOISE -NOW THE LOUD POPPING SOUND IS GONE, BUT IT STILL DOES NOT SHUT AND IT IS STILL SQUEAKING-SHE WOULD LIKE THE VEHICLE REPAIRED. -THE BEST NUMBER TO REACH HER TOMORROW IS [REDACTED] DEALER SAID: -NONE D & D MOTORS, INC. 1000 WEST WADE HAMPTON BLVD GREER, SC 29650 TEL: (864) 877-0711 CRC ADVISED: I WOULD LIKE TO BE YOUR ADVOCATE IN THIS SITUATION. TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION, PLEASE ALLOW ME TO RESEARCH THIS FURTHER. - IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU?-OBC TO D&D MOTORS TO CONFIRM IF THIS ISSUE IS A MULTIPLE REPAIR SITUATION -SRV DIRECTOR IS UNAVAILABLE MARVIN JONES (864) 877-0711 X160 -LEFT MESSAGE WITH SRV RECEPTIONIST REBECCA REGARDING CUSTOMER ISSUE -ADVISED CUST CSR WILL CONTACT HER AT 1:15 PM TOMORROW WITH AN UPDATE

Action: CONSUMER REACH OFFER - REJECTED BY CUSTOMER  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: LARRY WILSON (LWILSO15) Analyst: LWILSO15  
Action Date: 10/27/2004 Action Time: 10.11.32.589 Action Data: No

Comments DEALER MADE ADJUSTMENTS ON THE FIX POPING AND THE CLOSING. PER CUSTOMER DOOR STILL WILL NOT CLOSE . DEALER CONTACT CUSTOMER TO SET UP APPOINTMENT FOR THIS WEEK.

Action: OUTBOUND CALL TO DEALER  
Dealer: 00976 D& D MOTO RS, INC. Origin Desc: MANUAL - PHONE CSR  
Odometer: 3000 MI Comm Type: PHONE  
Analyst Name: HYLTON ROSEMARIE Analyst: RHYLTON2  
Action Date: 10/28/2004 Action Time: 12.16.29.552 Action Data: No

Comments CUSTOMER SAID: -NONE DEALER SAID: -NONE CRC ADVISED: -OBC TO D & D MOTORS -LEFT VOICE MESSAGE FOR SRV MGR MARVIN TO CONFIRM IF THE CUSTOMER'S ISSUE IS A MULTIPLE REPAIR

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IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

BRETT PAES  
D/B/A A.C.C.S., INC.  
307 PALMETTO CIRCLE  
GREER, SC 29651

Plaintiff,

v.

FORD MOTOR COMPANY  
c/o The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801

Defendant

CIVIL ACTION 06C-01-097 JRS

ARBITRATION CASE

12 PERSON JURY DEMANDED

COMPLAINT

1. Plaintiff, Brett Paes D/B/A A.C.C.S., Inc., is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 307 Palmetto Circle, Greer, SC 29651.
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 August 28, 2004, Plaintiff purchased a new 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA52234BA43599.
4. The vehicle was purchased in the State of Delaware and is registered in the State of South Carolina.

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DELAWARE JUDICIARY

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 \$37,149.60. 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.

**COUNT I**  
**DELAWARE AUTOMOBILE 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 the Delaware Automobile Warranty Act (hereinafter "Lemon Law"), 6 Del. C. §5001(3).

12. Defendant is a "Manufacturer" as defined by the Delaware Lemon Law, 6 Del. C. §5001(3).

13. Boulevard Auto Sales, Inc., 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).

14. On or about August 28, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities 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. 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.

17. Section 5003 of the Delaware Lemon Law provides:

- a. If the manufacturer, its agent, or its 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).

18. 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.)

19. Plaintiff has 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.

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 manufacturer on numerous occasions.

22. After a reasonable number of attempts, the manufacturer was unable to repair the nonconformities.

23. The first documented warranty repair attempt is believed to have occurred on or before October 12, 2004, when the vehicle odometer showed 2,524 miles. On that date, repair

attempts were made to the gas pedal vibrating, passenger sliding door, a/c compressor, radio and rear emblem. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

24. The second documented warranty repair attempt is believed to have occurred on or before October 20, 2004, when the vehicle odometer showed 2,814 miles. On that date, repair attempts were made to the noise in right sliding door, gas pedal vibrating and emblems. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

25. The third documented warranty repair attempt is believed to have occurred on or before October 21, 2004, when the vehicle odometer showed 2,816 miles. On that date, repair attempts were made to the rear door. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

26. The fourth documented warranty repair attempt is believed to have occurred on or before April 22, 2005, when the vehicle odometer showed 7,510 miles. On that date, repair attempts were made to the sliding doors, electrical burn smell, battery light, loss of power and radio. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

27. 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".

28. 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 the Delaware Automobile Lemon Law.

29. Plaintiff has (1) given notice to the manufacturer and (2) provided an opportunity for final repair.

30. 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, attorney fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

32. 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).

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

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

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

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

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

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

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

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



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

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

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

43. Defendant's warranty has failed its essential purpose.

44. 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.

45. 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.

46. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

47. Plaintiff avers that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

48. 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**  
**DELAWARE CONSUMER FRAUD ACT**

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

50. Plaintiff is a "Persons" as defined by 6 Del. C. §2511(5).

51. Defendant is a "Person" as defined by 6 Del. C. §2511(5).

52. Section 5009 of the Delaware Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Delaware Consumer Fraud Act, 6 Del. C. §2511 *et seq.*

53. In addition, the Consumer Fraud Act defines an "unlawful practice" as:

[t]he act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby...

54. Plaintiff avers Defendant has violated this provision, as well as others of 6 Del. C. §2511 *et seq.*

55. Defendant's failure to comply with the warranties provided to the Plaintiff falls within the aforementioned definition of an "unlawful practice".

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.

DATE: January 11, 2006

KIMMEL & SILVERMAN, P.C.



HARSHAL PUROHIT, ESQ. (ID No: 4416)

Attorney for Plaintiffs

Silverside Executive Center

501 Silverside Rd., Suite 118

Wilmington, DE 19809

Phone (302) 791-9373

Fax (302) 791-9476

*Attorney for Plaintiff, Brett Paes  
D/B/A A.C.C.S., Inc.*

# **EXHIBIT A**

#FRD0590218 VIN: 2FMZA52234B

Page 1

DELAWARE SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 08/28/2004

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) [Redacted]  
 CREDITOR (Seller Name and Address) [Redacted]

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.

New/Used	Year and Make	Model	GVW of Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2004 FORD TRUCK	TREESTAR		2FMZA52234B	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in: Year and Make \_\_\_\_\_ \$ \_\_\_\_\_  
 Gross Allowance \_\_\_\_\_  
 Amount Owning \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Sale Price \$ 23851.00 (1)
- Down Payment
  - Third Party Rebate Assigned to Creditor \$ 6000.00
  - Cash Down Payment \$ N/A
  - Trade-in (description above) \$ N/A
  - Total Down Payment \$ 6000.00 (2)
- Unpaid Balance of Cash Sale Price (1 minus 2) \$ 23851.00 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
  - To Public Officials
    - (i) for license, title & registration fees \$ 10.00
    - (ii) for official fees \$ 1485.00
    - (iii) for taxes (not in Cash Sale Price) \$ 1620.00
  - To Insurance Companies for:
    - Credit Life Insurance \$ N/A
    - Credit Disability Insurance \$ N/A
  - To BOULEVARD AUTO SA for ADMINISTRATIVE FEE \$ 60.00
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A
  - Total \$ 1690.00 (4)
- Amount Financed (3 plus 4) \$ 25531.00 (5)

**INSURANCE**  
 YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY 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 \_\_\_\_\_ Insurer \_\_\_\_\_  
 \$ \_\_\_\_\_ Premium \_\_\_\_\_ Insured(s) \_\_\_\_\_  
 Signature(s) \_\_\_\_\_

Disability \_\_\_\_\_ Insurer \_\_\_\_\_  
 \$ \_\_\_\_\_ Premium \_\_\_\_\_ Insured \_\_\_\_\_  
 Signature \_\_\_\_\_

Other Optional Insurance Term \_\_\_\_\_  
 Insurer \_\_\_\_\_ Premium \_\_\_\_\_  
 Signature \_\_\_\_\_

**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 7.99%	The dollar amount the credit will cost you \$ 5618.94	The amount of credit provided to you or on your behalf \$ 25531.00	The amount you will have paid when you have made all scheduled payments \$ 31149.60	The total cost of your purchase on credit, including your downpayment \$ 6000.00 \$ 37149.60

Payment Schedule —  Number of payments \_\_\_\_\_ Amount of Each payment \_\_\_\_\_ When Payments are due \_\_\_\_\_

Your payment schedule will be:  59 \$ 519.16 monthly starting 10/12/2004  
 1 final \$ 519.16

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 5 percent of the late amount or \$15.00, 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.

Any change in this contract must be in writing and signed by You and the Creditor.

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 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 the time of loss, but not more than the limits of the policy.

Comprehensive  \$ \_\_\_\_\_ Deductible Collision  
 Fire-Theft-Combined Additional Coverage  
 Towing and Labor  
 Term \_\_\_\_\_ 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

## **EXHIBIT B**



**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 672-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R.O. Case Date	R.O. Number				
10/12/04	6227237/1				
R.O. Case Date	Status				
10/12/04	Pre-Invoice				
Message In	Message Out				
2524	2526				
Service Advisor Tag #					
MARK DAVENPORT/802					
Vehicle Identification Number					
2FMZA52234B					
Delivery Date	In-Service Date				
Year	Make	Model	Body	Color	License Number
2004	FORD	FREESTAR	SEL		

[Redacted]		[Redacted]		[Redacted]	
GREER, SC		[Redacted]		[Redacted]	
Year	Make	Model	Body	Color	License Number
2004	FORD	FREESTAR	SEL		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: GAS PEDAL VIBRATING INSPECTED THROTTLE CABLE FOR BEING OUT OF PLACE ALSO CHECKED FOR GROUNDING OUT CHECKED OASIS CONTACT ID B209435450 TECH 8225	
#2 - Customer Reports: PASS SLIDING DOOR HARD TO GET TO OPEN AND DOES NOT WANT TO CLOSE REMOVED PLASTIC CLIPS FROM REAR DOOR HINGES THAT WERE CAUSING DOOR TO BIND PLASTIC CLIPS ARE SUPPOSED TO BE REMOVED TECH 8225	
#3 - Customer Reports: HEAR GRINDING METAL WHEN TURNED AC ON INSPECTED A/C COMPRESSOR OPERATED A/C CHECKED OASIS NO NOISE OR PROB FOUND TECH 8225	
#4 - Customer Reports: RADIO GOES INTO SEEK MODE UNABLE TO DUPLICATE CONCERN CHECKED OASIS TECH 8225	
#5 - Customer Reports: SAYS SES ON REAR DECK LID AND VEH IS SEL Ordered 4F2Z 1742528 DA :PLT ASY MDL IDENT Qty: 1	Warranty

<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 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.</p> <p>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.</p>	LABOR	
	PARTS	
	DEDUCTIBLE	
	SUBLET	
	SHOP SUPPLIES	
	HAZARDOUS MATERIALS	
	SALES TAX OR TAX I.D.	
	SPECIAL ORDER DEPOSIT	
	DISCOUNTS	
	TOTAL DUE	
<p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> <p>X</p>		

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**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 672-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

10/12/04	6227237/1		
10/12/04	Reprint		
2524	2526		
MARK DAVENPORT/802			
2FMZA52234E			
Year	Make	Model	SEL
2004	FORD	FREESTAR	SEL

GREER, SC			
-----------	--	--	--

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - Customer Reports: GAS PEDAL VIBRATING            Corrected by 9926A: THROTTLE BODY - AIR INTAKE - REPLACE (9E926) - L            Work performed by Michael Wickware (225)            INSPECTED THROTTLE CABLE FOR BEING OUT OF PLACE            ALSO CHECKED FOR GROUNDING OUT            CHECKED OASIS            CONTACT ID B209435450            TECH 8225</p>	Warranty
<p>#2 - Customer Reports: PASS SLIDING DOOR HARD TO GET TO OPEN AND DOES NOT WANT TO CLOSE            Corrected by 20124A: DOOR-FRONT - ALIGN (20124/20125) - L            Work performed by Michael Wickware (225)            REMOVED PLASTIC CLIPS FROM REAR DOOR HINGES THAT WERE CAUSING DOOR TO BIND            PLASTIC CLIPS ARE SUPPOSED TO BE REMOVED            TECH 8225</p>	Warranty
<p>#3 - Customer Reports: HEAR GRINDING METAL WHEN TURNED AC ON            INSPECTED A/C COMPRESSOR            OPERATED A/C            CHECKED OASIS            NO NOISE OR PROB FOUND            TECH 8225</p>	
<p>#4 - Customer Reports: RADIO GOES INTO SEEK MODE            UNABLE TO DUPLICATE CONCERN</p>	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 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.

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.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX ID.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETRN ON ELECTR CAL OR SAFETY ITEMS OR SPECIAL ORDERS  
 X

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**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 672-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R.O. Order Date	R.O. Number			
10/12/04	6227237/2			
R.O. Order Date	Shop #			
10/12/04	Reprint			
Invoice #	Invoice Date			
2524	2526			
Service Advisor Name				
MARK DAVENPORT/802				
Vehicle Identification Number				
2FMZA52234E				
Delivery Date	Invoice Date			
Year	Make	Model	Color	Invoice Number
2004	FORD	FREESTAR	SEL	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
CHECKED OASIS TECH 8225	
-----	
#5 - Customer Reports: SAYS SES ON REAR DECK LID AND VEH IS SEL Ordered 4F2Z 1742528 DA :PLT ASY MDL IDENT 1@22.40 ORDERED CORRECT REAR EMBLEM TECH 8225	Internal
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter 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 the 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 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."	
LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS	
X	

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**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 872-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R/O Open Date	R/O Number
10/12/04	6227237/2
R/O Close Date	Status
10/12/04	Pre-Invoice
Mileage In	Mileage Out
2524	2526
Service Advisor / Tech #	
MARK DAVENPORT/802	
Vehicle Identification Number	
2FMZA52234E	
Delivery Date	In-Service Date
Color	License Number

GREER, SC			Work Phone
Year	Make	Model	Body
2004	FORD	FREESTAR	SEL

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
ORDERED CORRECT REAR EMBLEM TECH 8225	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter 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 the 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 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."	
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.	
	LABOR .00
	PARTS .00
	DEDUCTIBLE .00
	SUBLET .00
	SHOP SUPPLIES .00
	HAZARDOUS MATERIALS .00
	SALES TAX OR TAX I.D. .00
	SPECIAL ORDER DEPOSIT .00
	DISCOUNTS .00
	TOTAL DUE .00
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.	
X	

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# **EXHIBIT C**



**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 672-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R.O. Open Date	R.O. Invoiced
10/20/04	6227545/1
R.O. Close Date	
10/21/04	Pre-Invoice
Invoice #	
2814	2817
Service Advisor Tag #	
MARK DAVENPORT/844*W*	
Vehicle License #	
2FMZA52234E	
Customer Name	
Customer Address	
Customer Phone	
Year	Make
2004	FORD
Model	SEL
Color	
License #	

Year	Make	Model	SEL
2004	FORD	FREESTAR	SEL
Color			
License #			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: POPPING SOUND IN RT SLIDING DOOR..... Work performed by House Technician (99 ) SENT TO BODYSHOP, HAD DOOR ADJUSTED Sub Total: Labor: .00 Parts: .00 Total: .00	
#3 - Customer Reports: GAS PEDAL VIBRATING WHEN DRIVING..... ..... Work performed by Michael Wickware (225) TEST DROVE, COMPARED WITH OTHER VEH, COULD NOT DUPLI CATE CONCERN Sub Total: Labor: .00 Parts: .00 Total: .00	
#4 - Customer Reports: INSTALL SOP FOR EMBLEMS WRONG FROM FACTORY Work performed by House Technician (99 ) BODYSHOP INSTALLED EMBLEM Sub Total: Labor: .00 Parts: .00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter 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 the 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 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."

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.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX LD.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.  
 X

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# EXHIBIT D



**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 672-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

PO Job Date	PO Number				
10/21/04	6227633/1				
PO Date	Print				
11/05/04	Reprint				
Invoice #	Invoice # OUT				
2816	2817				
Service Advisor Name					
Cindy Godfrey					
Invoice #					
2FMZA52234B					
Service Date	Invoice Date				
Year	Make	Model	Body	Color	License Number
2004	FORD	FREESTAR	SEL		

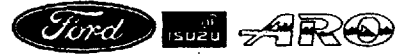
DESCRIPTION OF SERVICE AND PARTS		AMOUNT																				
<p>#1 - EST: REPAIR AS PER ESTIMATE            RT REAR DOOR MISALIGNED            Caused by CP: 7020124            Corrected by 69000A: (B02) (07) DOOR AND WINDOW - WIND            NOISE/WATER LEAKS - DIAGNOS IS - L            Work performed by Bobby Hunt (242)            Corrected by 20124A: DOOR-FRONT - ALIGN (20124/20125) -            L            Work performed by Bobby Hunt (242)            Corrected by MT26800:            Work performed by Bobby Hunt (242)            ADJUSTED STRIKER PLATE REAR, UPPER SIDE ROLLER, UPP            ER AND LOWER HINGES, TESTED FOR WINDNOISE AND WATE            R LEAKS, ALL OK</p>		<p>Warranty             Warranty             Warranty</p>																				
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 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.</p> <p>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.</p>		<table border="1"> <tr> <td>LABOR</td> <td>.00</td> </tr> <tr> <td>PARTS</td> <td>.00</td> </tr> <tr> <td>DEDUCTIBLE</td> <td>.00</td> </tr> <tr> <td>SUBLET</td> <td>.00</td> </tr> <tr> <td>SHOP SUPPLIES</td> <td>.00</td> </tr> <tr> <td>HAZARDOUS MATERIALS</td> <td>.00</td> </tr> <tr> <td>SALES TAX OR TAX LD.</td> <td>.00</td> </tr> <tr> <td>SPECIAL ORDER DEPOSIT</td> <td>.00</td> </tr> <tr> <td>DISCOUNTS</td> <td>.00</td> </tr> <tr> <td>TOTAL DUE</td> <td>.00</td> </tr> </table>	LABOR	.00	PARTS	.00	DEDUCTIBLE	.00	SUBLET	.00	SHOP SUPPLIES	.00	HAZARDOUS MATERIALS	.00	SALES TAX OR TAX LD.	.00	SPECIAL ORDER DEPOSIT	.00	DISCOUNTS	.00	TOTAL DUE	.00
LABOR	.00																					
PARTS	.00																					
DEDUCTIBLE	.00																					
SUBLET	.00																					
SHOP SUPPLIES	.00																					
HAZARDOUS MATERIALS	.00																					
SALES TAX OR TAX LD.	.00																					
SPECIAL ORDER DEPOSIT	.00																					
DISCOUNTS	.00																					
TOTAL DUE	.00																					
<p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p>																						
<p>X</p>																						

(C) 1999 AFMCO, Inc. - Datsun/Infiniti Group (800)844-1029

# **EXHIBIT E**

168890

285609



\*INVOICE\*



GREER, SC  
HOME: [REDACTED]

BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 7538 CHRIS ZORN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	04	FORD FREESTAR	2FMZA52234E		7510/7510	T3982	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN2004			15:00 22APR05			CASH	27APR2005
R.O. OPENED	READY	OPTIONS: DLR:009775 ENG:4.2 Liter EFI					

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

A FAST LUBE LABOR  
 CFLL FAST LUBE LABOR  
 856 CFLL 7.95 7.95  
 7510 .3

B FAST LUBE PARTS  
 CFLP FAST LUBE PARTS  
 856 CFLP 12.00 12.00  
 7510

C CUSTOMER STATES AT TIMES BOTH SLIDING DOORS DO NOT LATCH AND AUTOMATICALLY OPEN AT TIMES  
 CAUSE: 7510 VERIFIED CONCERN; RAN OASIS. PERFORMED PINPOINT TESTS. CHECKED ALL CIRCUITS. NO PROBLEM FOUND WITH ANY POWER OR FROUND CIRCUITS. POUN  
 22008AT PLATE-DOOR LOCK STRIKER - REPLACE  
 (22008/22009) L  
 856 WF40 (N/C)

FC: L17 42  
 PART#: 5422008  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 0856  
 7510 VERIFIED CONCERN. RAN OASIS. PERFORMED PINPOINT TESTS. CHECKED ALL CIRCUITS. NO PROBLEM FOUND WITH ANY POWER OR FROUND CIRCUITS. FOUND GUIDE FOR DOOR OUT OF ALIGNMENT. REALIGNED DOOR GUIDE. RECHECK OK.

D CUSTOMER STATES AT TIMES WITH HEAT OR A/C ON THERE IS AN ELECTRICAL BURN SMELL COMING THROUGH THE VENTS  
 VON VEH OPERATION WITHIN MANUFACTURES SPECIFICATION  
 856 IMF (N/C)  
 7510 COULD NOT DUPLICATE CONCERN AT THIS TIME

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck 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 car or truck to secure the amount of repairs thereto. I further authorize FAIRWAY FORD-ISUZU-ARO to repair my auto per insurance Company estimate including any supplementary claims and I hereby assume personal liability for payment in full for any and all work done on said motor vehicle, including legal and attorney fees. All payments are due upon completion of repairs. Repair work done on this order will be based in part upon a flat rate manual computation. TERMS: STRICTLY CASH

X \_\_\_\_\_

RETAIN THIS COPY AS YOUR RECEIPT. PLEASE KEEP THIS COPY FOR YOUR WARRANTY COVERAGE.

SERVICE HOURS  
 MON. - THURS. 7:30 AM TO 8:00 PM  
 FR. 7:30 AM TO 6:00 PM  
 SAT. 8:00 AM TO 2:00 PM

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED BY TERMS AND CONDITIONS OF YOUR WARRANTY

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

CUSTOMER



168890

285609



\*INVOICE\*



GREER, SC  
HOME:

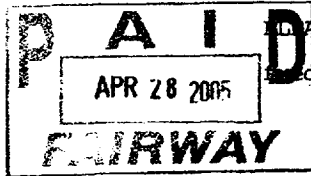
PAGE 2

SERVICE ADVISOR: 7538 CHRIS ZORN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	04	FORD FREESTAR	2FMZA52234B		7510/7510	T3982	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN2004			15:00 22APR05			CASH	27APR2005
R.O. OPENED	READY	OPTIONS: DLR:009775 ENG:4.2 Liter_EFI					
07:43 22APR05	17:31 27APR05						

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

E ON 2 DIFFERENT OCCASIONS WHILE DRIVING BATTERY LIGHT HAS COME ON AND VEHICLE HAS LOST POWER WHILE DRIVING  
 VON VEH OPERATION WITHIN MANUFACTURES SPECIFICATION  
 856 IMF (N/C)  
 7510 COULD NOT DUPLICATE CONCERN AT THIS TIME. Y  
 \*\*\*\*\*  
 F CUSTOMER STATES NUMEROUS TIMES RADIO GOES INTO SCAN MODE BY ITSELF  
 VON VEH OPERATION WITHIN MANUFACTURES SPECIFICATION  
 856 IMF (N/C)  
 7510 NO CONCERN PRESENT AT THIS TIME.  
 \*\*\*\*\*  
 G PERFORM 27 MULTI-POINT INSPECTION  
 99P PERFORM 27 MULTI-POINT INSPECTION  
 856 IMF (N/C)  
 GTIRE 7/32 AND OVER 856 IMF (N/C)  
 GBK 6MM AND OVER 856 IMF (N/C)  
 7510  
 \*\*\*\*\*  
 CUSTOMER PAY HAZARD WASTE DIS FOR REPAIR ORDER 0.56



QUESTIONS OR COMMENTS?  
 PLEASE CONTACT FRED SIZEMORE  
 SERVICE MANAGER  
 fred.sizemore@fairway-group.com  
 242-5060 ext 257

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck 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 car or truck to secure the amount of repairs thereto. I further authorize FAIRWAY FORD-ISUZU-ARO to repair my auto per Insurance Company estimate including any supplementary claims and I hereby assume personal liability for payment in full for any and all work done on said motor vehicle, including legal and attorney fees. All payments are due upon completion of repairs. Repair work done on this order will be based in part upon a flat rate manual computation. TERMS: STRICTLY CASH

X \_\_\_\_\_

RETAIN THIS COPY AS YOUR RECEIPT. PLEASE KEEP THIS COPY FOR YOUR WARRANTY COVERAGE.

SERVICE HOURS  
 MON. - THURS. 7:30 AM TO 8:00 PM  
 FRI. 7:30 AM TO 6:00 PM  
 SAT. 8:00 AM TO 2:00 PM

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED BY TERMS AND CONDITIONS OF YOUR WARRANTY

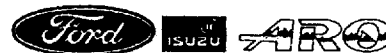
DESCRIPTION	TOTALS
LABOR AMOUNT	19.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.56
TOTAL CHARGES	20.51
LESS INSURANCE	0.00
SALES TAX	0.63
PLEASE PAY THIS AMOUNT	21.14

CUSTOMER

# **EXHIBIT F**



286059



WORKORDER



PAGE 2

FAX 803-242-5111

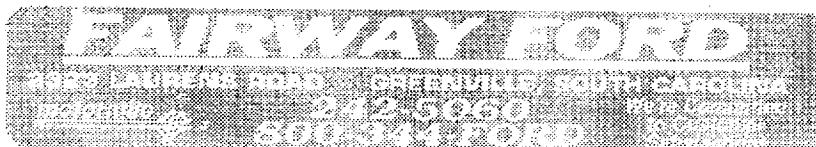
GREER, SC  
HOME: [REDACTED]

SERVICE ADVISOR: 7538 ZORN, CHRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	04	FORD FREESTAR	2FMZA52234B [REDACTED]		7520/	TRG	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN2004			17:30 29APR05			CASH	
R.O. OPENED		READY		OPTIONS: DLR:009775 ENG:4.2 Liter_EFI			
29APR2005 08:59							

LINE	OP CODE	TECH. TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	856	WF40	CUSTOMER STATES GROANING NOISE COMING FROM DRIVER SIDE SLIDING DOOR WHEN CLOSING

*Verified concern. Removed & Replaced driver sliding door motor. Cleaned lubricant out of tracks on both sides. Keep Repair*



REPLACED PARTS REQUESTED BY CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO	I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck 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 car or truck to secure the amount of repairs thereto. I further authorize FAIRWAY FORD-ISUZU-ARO to repair my auto per Insurance Company estimate including any supplementary claims and I hereby assume personal liability for payment in full for any and all work done on said motor vehicle, including legal and attorney fees. All payments are due upon completion of repairs. Repair work done on this order will be based in part upon a flat rate manual computation. TERMS: STRICTLY CASH	ORIGINAL REQUESTED ESTIMATE PARTS MATERIAL & LABOR \$ _____			
		ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED BY TERMS AND CONDITIONS OF YOUR WARRANTY	RETAIN THIS COPY AS YOUR RECEIPT. PLEASE KEEP THIS COPY FOR YOUR WARRANTY COVERAGE. <b>SERVICE HOURS</b> MON. - THURS. 7:30 AM TO 8:00 PM FRI. 7:30 AM TO 6:00 PM SAT. 8:00 AM TO 2:00 PM	REVISED ESTIMATE (1) DATE _____ TIME _____ BY _____	REVISED ESTIMATE (2) DATE _____ TIME _____ BY _____
X		REVISED ESTIMATE APPROVED _____ PERSON CONTACTED _____		<input type="checkbox"/> VIA PHONE <input type="checkbox"/> IN PERSON	
		DATE _____ TIME _____	REVISED ESTIMATE (P. M & L) \$ _____		

CUSTOMER COPY



**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 872-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R.O. Open Date	R.O. Number				
6/04/05	6236349/1				
R.O. Close Date	Status				
6/08/05	Pre-Invoice				
Mileage In	Mileage Out				
8633	8634				
Service Advisor Tag #					
Rob McNab/*W*					
Vehicle Identification Number					
2FMZA52234E					
Delivery Date	Invoice Number				
Year	Make	Model	Body	Color	License Number
2004	FORD	FREESTAR	SEL		

GREER, SC		Work Phone	
Year	Make	Model	Body
2004	FORD	FREESTAR	SEL

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: REMOTE NOT WORKING Work performed by Scott Smith (010) Installed 3F2Z 15K601 AA :REMOTE CONTROL SYSTEM Qty: 1 CKD REMOTE KEYLESS ENTRY SYSTEM - REPLACED & REPRO GRAMMED FAULTY KEY FOB & RETESTED C.C. 42 TECH 1010	Warranty Warranty
<b>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.</b> I hereby authorize the repair work hereinafter 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 the 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 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 thereon.	
<b>DISCLAIMER OF WARRANTIES.</b> 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.	
	LABOR .00
	PARTS .00
	DEDUCTIBLE .00
	SUBLET .00
	SHOP SUPPLIES .00
	HAZARDOUS MATERIALS .00
	SALES TAX OR TAX LD. .00
	SPECIAL ORDER DEPOSIT .00
	DISCOUNTS .00
	TOTAL DUE .00
<b>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</b>	
X	



**D&D MOTORS**  
 P.O. BOX 890  
 GREER, SC 29652  
 Service: (864) 877-8121  
 Greenville: (864) 672-2001  
 Spartanburg: (864) 699-2120  
 Fax: (864) 877-4945  
 www.ddmotors.com

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 6:30 p.m.  
 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R.O. Order Date	R.O. Number
6/16/05	6236853/1
R.O. Order Date	Status
6/16/05	Pre-Invoice
Invoice #	Invoice Date
9080	9081
Service Advisor / Tech	
Karen Cardona/378*W*	
Vehicle Make / Model	
2FMZA52234B	
Delivery Date	Invoice Date
Year	Make
2004	FORD
Model	Trim
FREESTAR	SEL

Year	Make	Model	Trim
2004	FORD	FREESTAR	SEL

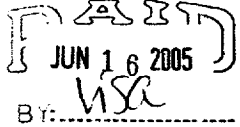
DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: DASH DEFROSTER TRIM PANEL LOOSE/WARPED Ordered 3F2Z 17044A90 BAA :PANEL - INSTRUMENT Qty: 1 PARTS ORDERD TECH 371	Warranty
#2 - 3K: CHANGE ENGINE OIL AND FILTER (UP TO 5 QUARTS), LUBRICATE CHASIS AND ADVISE OF ANY NEEDED REPAIRS QUALITY CARE CHECK LIST. Work performed by Robert Freeman (371) Installed E4FZ 6731 AB :FILTER ASY - OIL 1@5.70 Installed 5W20 :OIL 5@1.49 LOF TECH 371 Sub Total: Labor: 10.55 Parts: 13.15 Total: 23.70	10.55 5.70 7.45
#4 - 99P: ATW QUALITY CARE REPORT CARD Sub Total: Labor: .00 Parts: .00 Total: .00	
#5 - Customer Reports: INTERMITTENT HIGH-PITCHED SQUEAL COMING FROM PASSENGER REAR ENGINE/HOOD AREA. OCCURS AFTER VEHICLE DRIVEN APPROX 15 MINUTES AND AT SPEEDS 45-70 MPH Work performed by House Technician (99 ) COULD NOT DUPLICATE Sub Total: Labor: .00 Parts: .00 Total: .00	
#6 - GBATT: BATTERY CHECKS GOOD Sub Total: Labor: .00 Parts: .00 Total: .00	
#7 - GTIRE: TIRES INSPECTED AND OK AT THIS VISIT Sub Total: Labor: .00 Parts: .00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 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.	LABOR	10.55
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.	PARTS	13.15
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.66
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	24.36

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

(C) 1998 ARMO, Inc. - Distributor Association Group 8022921-209

  
 BY: WSC

GREER, SC			Home Phone	R.O. Open Date	R.O. Number
				6/16/05	6236853
				8:54	Waiting
			Key Tag #	Current Mileage	
			378	9080	
Year	Make	Model	Code	Service Type	Technician
2004	FORD	FREESTAR	SEL	AUTO V	Karen Cardo
Vehicle Identification Number			Color	Year of Issue	Invoice #
2FMZA52234E					

- #1 - Customer Reports: DASH DEFROSTER TRIM PANEL LOOSE/WARPED C  
*mb*
- #2 - 3K: CHANGE ENGINE OIL AND FILTER (UP TO 5 QUARTS), LUBRICATE CHASSIS AND ADVISE OF ANY NEEDED REPAIRS QUALITY CARE CHECK LIST. C  
C  
C
- #3 - LUBE: OIL AND FILTER FOR LUBE OIL AND FILTER C
- #4 - 99P: ATW QUALITY CARE REPORT CARD C
- #5 - Customer Reports: INTERMITTENT HIGH-PITCHED SQUEAL COMING FROM PASSENGER REAR ENGINE/HOOD AREA. OCCURS AFTER VEHICLE DRIVEN APPROX 15 MINUTES AND AT SPEEDS 45-70 MPH C  
C  
C  
C

CO#	RO#	Date	Miles	Service Writer	Tech	Time	Total
DD1	6236349	6/04/05	8633	Rob McNab			.00
				W REMOTE NOT WORKING	010	.60	
DD1	6234146	4/06/05	6992	Rob McNab			.00
				I EST: REPAIR AS PER ESTIMATE		.00	
DD1	6233196	3/11/05	3078	Rob McNab			482.90
				C MB2: MOUNT & BALANCE (2) TIRES	736	.60	
				C RT REAR AXLE DAMAGED	010	5.00	
				C C13A: FOUR WHEEL ALIGNMENT	010	1.50	
				C CHECK ENGINE LIGHT IS ON.....	871	1.00	
DD1	6232400	2/21/05	3077	CHRIS FOWLER			5626.25
				C EST: REPAIR AS PER ESTIMATE	971	34.60	
				C REF: REFINISH PER ESTIMATE	949	11.90	
				C EST: REPAIR AS PER ESTIMATE		.00	
				C EST: REPAIR AS PER ESTIMATE		.00	
DD1	6227903	10/28/04	3076	MARK DAVENPORT			.00
				I PASS REAR SLIDING DOOR MAKING CREEKING NOISE WHEN		.00	
				I VEH CUT OFF ONE TIME WHEN DRIVING AT 45 MPH, BATTE		.00	
DD1	6227633	10/21/04	2816	MARK DAVENPORT			.00
				I VEH CUT OFF ONE TIME WHEN DRIVING AT 45 MPH, BATTE		.00	

\*\*\* MORE HISTORY AVAILABLE \*\*\*

I hereby authorize the repair work shown to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicles or articles left in the 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 shipment by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or other places 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 therein. Any warranties on products sold hereby are limited by the manufacturer. The seller hereby represents and warrants, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither disavows nor authorizes any other person to represent the seller in connection with the sale of said products. Any limitation on implied warranties does not apply where prohibited by law. © 1999 Ford Credit Information Systems, Inc. Customer Satisfaction Group 2000, p. 101

Customer Signature



**QUALITY CARE**  
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**ZIEMS**  
FORD CORNERS



P.O. BOX 5078 • 5700 E. MAIN • (505) 325-1961 • FARMINGTON, NEW MEXICO 87499-5078  
SERVICE DIRECT PHONE NUMBER (505) 326-7378



FOR YOUR CONVENIENCE  
OUR SERVICE DEPT. HOURS:  
MONDAY 7:00 A.M.-8:00 P.M.  
TUESDAY THRU FRIDAY 7:00 A.M.-7:00 P.M.  
SATURDAY 8:00 A.M.-5:00 P.M.  
CLOSED SUNDAYS

P & A  
CODE:  
20341

TERMS: CASH OR WE ACCEPT THE

FOLLOWING CREDIT CARDS:

VISA • MASTERCARD • AMERICAN EXPRESS  
DINERS CLUB • CARTE BLANCHE • DISCOVER



NO VEHICLE RELEASED AFTER SERVICE HOURS

PARTS \$		LABOR \$		TOTAL \$	
AUTHORIZED SIGNATURE AND DATE					
PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE	DEALER'S TRADE DEPARTMENT	PRO RATA PERCENT	PRO RATA PERCENT
SIGNED: DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)					
CUSTOMER SIGNATURE					

AGREEMENT  
BY YOUR PURCHASE AND ACCEPTANCE OF THE PRODUCTS SET OUT ON THIS INVOICE, YOU HEREBY AGREE WITH ZIEMS FORD CORNERS THAT THE ONLY WARRANTIES ON SAID PRODUCTS ARE THOSE MADE BY THE PARTICULAR MANUFACTURER AND THAT THERE ARE NO OTHER WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER, IMPLIED OR OTHERWISE, CONCERNING THOSE PRODUCTS. A COPY OF THE MANUFACTURER'S WARRANTY IS AVAILABLE TO YOU, FREE OF CHARGE, UPON REQUEST.

DISCLAIMER OF CONSEQUENTIAL DAMAGES  
THE BUYER SHALL NOT BE ENTITLED TO RECOVER FROM ZIEMS FORD CORNERS AND CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGE.

PLEASE SEE IMPORTANT WARRANTY INFORMATION ON REVERSE SIDE  
CUSTOMER ACKNOWLEDGES RECEIPT OF COPY HEREOF

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

INVOICE TO		DRIVER/OWNER INFORMATION — INVOICE: C25671				
GREER SC		GREER SC				
HOME: [REDACTED]		HOME: [REDACTED]				
FOR OFFICE USE		VEHICLE INFORMATION				
TAG: 2812	ADV: 200 ESQUIBEL, INVOICE: PRELIM CUS C W T NG	VIN 2FMZA52234E	LICENSE NUMBER: NM NM			
TAX RULES: NYNNN	INVOICED: 07/08/2005 12:21:55	04 FORD	FREESTAR SEL 4DR MVAN			
ODOMETER IN: 12673	OUT: 12673					
DATES BEGIN: 07/05/05	DONE: 07/08/05					
CONCERN 01	LOF ( PENZOIL)	OPERATION	TECH	AMOUNT		
CORRECTION	CHANGE OIL AND FILTER 5 QTS	FASTS	103	* 11.45		
	CHANGED OIL AND FILTER, LUBED CHASSIS, COMPLETED SAFETY CHECK PER ATTACHED SHEET.					
	PART NUMBER	NOTE	DESCRIPTION	QTY	SELL	AMOUNT
FACTORY	050 FASTS		OIL AND FILTER	1	16.50	16.50
	TECH: 103 - BLACK 7537 KEY					
SUBTOTAL						16.50
PARTS						16.50
EPA WASTE CHARGE						1.00
MECHANICAL LABOR						11.45
TOTAL CHARGE FOR CONCERN						28.95
TYPE: C LINE FLAG: HAZ						
GRAND TOTALS						
SUMMARY OF CHARGES FOR INVOICE C25671				PAYMENT DISTRIBUTION FOR INVOICE C25671		
PARTS	16.50	TOTAL CHARGE	31.76	CASH DUE	31.76	
SERVICE MATERIALS	.80					
EPA WASTE CHARGE	1.00					
MECHANICAL LABOR	11.45					
SUB-TOTAL	29.75					
TAX	2.01					
TOTAL CHARGE	31.76					
*DONE*						
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST						
WAR - WARRANTY CNT - CP NO TAX						
IF YOU HAVE ANY QUESTIONS - PLEASE SEE 3452 MELENA ESQUIBEL						
PAGE 1						
LAST PAGE						

Thank You



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FORD CORNERS



P.O. BOX 5070 • 5700 E. MAIN • (505) 325-1961 • FARMINGTON, NEW MEXICO 87499-5070  
SERVICE DIRECT PHONE NUMBER (505) 326-7378



FOR YOUR CONVENIENCE  
OUR SERVICE DEPT. HOURS:  
MONDAY 7:00 A.M.-6:00 P.M.  
TUESDAY THRU FRIDAY 7:00 A.M.-7:00 P.M.  
SATURDAY 8:00 A.M.-5:00 P.M.  
CLOSED SUNDAYS

P & A  
CODE:  
20341

TERMS: CASH OR WE ACCEPT THE  
FOLLOWING CREDIT CARDS:  
VISA • MASTERCARD • AMERICAN EXPRESS  
DINERS CLUB • CARTE BLANCHE • DISCOVER



NO VEHICLE RELEASED AFTER SERVICE HOURS

PARTS \$		LABOR \$		TOTAL \$		TERMS DATE TOLN	PROFIT PERCENT
AUTHORIZED SIGNATURE AND DATE						ALLOWANCE	PROFIT PERCENT
PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE		DEALER APPROVAL			
SIGNED: DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)						X CUSTOMER SIGNATURE	

BY YOUR PURCHASE AND ACCEPTANCE OF THE PRODUCTS SET OUT ON THIS INVOICE, YOU HEREBY AGREE WITH ZIEMS FORD CORNERS THAT THE ONLY WARRANTIES ON SAID PRODUCTS ARE THOSE MADE BY THE PARTICULAR MANUFACTURER, AND THAT THERE ARE NO OTHER WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER, IMPLIED OR OTHERWISE, CONCERNING THESE PRODUCTS. A COPY OF THE MANUFACTURERS WARRANTY IS AVAILABLE TO YOU, FREE OF CHARGE, UPON REQUEST.

DISCLAIMER OF CONSEQUENTIAL DAMAGES  
THE BUYER SHALL NOT BE ENTITLED TO RECOVER FROM ZIEMS FORD CORNERS AND CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGE.

PLEASE SEE IMPORTANT WARRANTY INFORMATION ON REVERSE SIDE  
CUSTOMER ACKNOWLEDGES RECEIPT OF COPY HEREOF

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: T25671	
GREER	SC	GREER	SC		
HOME:		HOME:			
FOR OFFICE USE		VEHICLE INFORMATION			
TAG: 2812	ADV: 200 ESQUIBEL, INVOICE: PRELIM CNT C W T NG	VIN 2FHZAS2234E	LICENSE NUMBER: NH NH		
	TAX RULES: NYNN INVOICED: 07/08/2005 12:21:55	04 FORD	FREESTAR SEL	4DR MYAN	
ODOMETER IN: 12673	OUT: 12673				
DATES BEGIN: 07/05/05	DONE: 07/08/05				
CONCERN 02	FMI	OPERATION	TECH	HOURS	AMOUNT
CORRECTION	PERFORM FREE MAINTENANCE INSPECT	FMI	103	.4	
	COMPLETE FREE MAINTENANCE INSPECTION. SEE ATTACHED CHECKSHEET FOR RESULTS. NO CHARGE TO CUSTOMER. THANK YOU FOR CHOOSING ZIEMS FORD FOR YOUR SERVICE NEEDS.				
02-1	PERFORM MULTI-POINT INSPECTION	99P	103		
	CHECK WIPERS AND WIPER BLADES				
	VISUALLY INSPECT BELTS AND HOSES				
	VISUALLY INSPECT BATTERY AND CABLES				
	CHECK AIR FILTER				
	CHECK COOLANT CONDITION AND PROTECTION				
	CHECK ALL FLUID LEVELS				
	CHECK FOR TIRE WEAR AND PRESSURE				
	CHASSIS LUBRICATION AND INSPECT UNDERCARRIAGE				
02-2	BATTERY GOOD AT THIS TIME	GBATT	103		
02-3	BRAKES GOOD AT THIS TIME	GBK	103		
	CHECKED BRAKES, OVER 5MM THICK				
02-4	TIRES GOOD AT THIS TIME	GTIRE	103		
	CHECKED TIRES, GOOD				
COMMENT	FMI				
FACTORY	TECH: 103 - BLACK, 9587 KEV				
	AUTH : JC				
TYPE: CNT		TOTAL CHARGE FOR CONCERN		.00	

Thank You

Reynolds and Reynolds 001328 0 0000





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SERVICE DIRECT PHONE NUMBER (505) 326-7378



FOR YOUR CONVENIENCE  
OUR SERVICE DEPT. HOURS:  
MONDAY 7:00 A.M.-6:00 P.M.  
TUESDAY THRU FRIDAY 7:00 A.M.-7:00 P.M.  
SATURDAY 8:00 A.M.-5:00 P.M.  
CLOSED SUNDAYS

P & A  
CODE:  
20341

TERMS: CASH OR WE ACCEPT THE  
FOLLOWING CREDIT CARDS:  
VISA • MASTERCARD • AMERICAN EXPRESS  
DINERS CLUB • CARTE BLANCHE • DISCOVER



NO VEHICLE RELEASED AFTER SERVICE HOURS

PARTS \$			LABOR \$			TOTAL \$		
AUTHORIZED SIGNATURE AND DATE								
PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE	SALES REPRESENTATION	SALES REPRESENTATION	SALES REPRESENTATION	SALES REPRESENTATION	SALES REPRESENTATION	SALES REPRESENTATION
SIGNATURE DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON DATE								
SIGNATURE CUSTOMER SIGNATURE								

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W25671	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 2812	ADN: 200 ESQUIBEL	INVOICED: 07/08/2005 12:21:55 NG	04 FREESTAR LICENSE NUMBER: NM NM
DISPLAY, PID MONITOR AND RECORD, ALL NORMAL. FLUID LEVEL OK. ROAD TEST APPX 40 MILES, ALL OK.			
FACTORY	TECH: 107 - ATWOOD, 4157 KE	CERT#: 4157	
CONCERN CD: P09			
TYPE: W		SUBTOTAL	
		TOTAL CHARGE FOR CONCERN .00	
CONCERN 54	CUSTOMER STATES LOW GRINDING NOISE IN ENGINE WHEN START COLD	OPERATION	TECH HOURS
CAUSE	X	NC	103 .0
CORRECTION	NO CHARGE	AMOUNT .00	
NO CHARGE FOR SERVICES PERFORMED.			
FACTORY	TECH: 103 - BLACK, 9587 KEV	CERT#: 9587	
CONCERN CD: D50			
TYPE: W		SUBTOTAL	
		TOTAL CHARGE FOR CONCERN .00	
GRAND TOTALS			
SUMMARY OF CHARGES FOR INVOICE W25671		PAYMENT DISTRIBUTION FOR INVOICE W25671	
MECHANICAL LABOR	64.72	TOTAL CHARGE	64.72
TOTAL CHARGE	64.72	FAC WARRANTY	64.72
*DONE*			
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
CUS - CUSTOMERPAY		CNT - CP NO TAX	
IF YOU HAVE ANY QUESTIONS - PLEASE SEE 3452 MELENA ESQUIBEL			
		PAGE 2	
		LAST PAGE	

Thank You



QUALITY CARE  
Where the Quality Continues™



ZIEMS  
FORD TRUCKS



P.O. BOX 5070 • 5700 E. MAIN • (505) 325-1961 • FARMINGTON, NEW MEXICO 87499-5070  
SERVICE DIRECT PHONE NUMBER (505) 326-7378



FOR YOUR CONVENIENCE  
OUR SERVICE DEPT. HOURS:  
MONDAY 7:00 A.M.-6:00 P.M.  
TUESDAY THRU FRIDAY 7:00 A.M.-7:00 P.M.  
SATURDAY 8:00 A.M.-6:00 P.M.  
CLOSED SUNDAYS

P & A  
CODE:  
20341

TERMS: CASH OR WE ACCEPT THE  
FOLLOWING CREDIT CARDS:  
VISA • MASTERCARD • AMERICAN EXPRESS  
DINERS CLUB • CARTE BLANCHE • DISCOVER



NO VEHICLE RELEASED AFTER SERVICE HOURS

PARTS \$		LABOR \$		TOTAL \$		ALLOWANCE	PRO RATA PERCENT	AGREEMENT BY YOUR PURCHASE AND ACCEPTANCE OF THE PRODUCTS SET OUT ON THIS INVOICE, YOU HEREBY AGREE WITH ZIEMS FORD TRUCKS THAT THE ONLY WARRANTIES ON SAID PRODUCTS ARE THOSE MADE BY THE PARTICULAR MANUFACTURER, AND THAT THERE ARE NO OTHER WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER, IMPLIED OR OTHERWISE, CONCERNING THOSE PRODUCTS. A COPY OF THE MANUFACTURER'S WARRANTY IS AVAILABLE TO YOU, FREE OF CHARGE, UPON REQUEST. DISCLAIMER OF CONSEQUENTIAL DAMAGES THE BUYER SHALL NOT BE ENTITLED TO RECOVER FROM ZIEMS FORD TRUCKS AND CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGE. PLEASE SEE IMPORTANT WARRANTY INFORMATION ON REVERSE SIDE CUSTOMER ACKNOWLEDGES RECEIPT OF COPY HEREOF
PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE		DEALER PARTICIPATION	PRO RATA PERCENT			
AUTHORIZED SIGNATURE AND DATE						DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON	CUSTOMER SIGNATURE	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: W25671		
GREER	SC	GREER	SC			
HOME:		HOME:				
FOR OFFICE USE		VEHICLE INFORMATION				
TAG: 2912	ADV: 200 ESQUIBEL, INVOICE: PRELIM WAR C W T NO	VIN 2FHZAS22348	LICENSE NUMBER: NM NM			
TAX RULES: NYNNN INVOICED: 07/08/2005 12:21:55		04 FORD	FREESTAR SEL	4DR MVAN		
ODMETER IN: 12673 OUT: 12673						
DATES BEGIN: 07/05/05 DONE: 07/08/05						
CONCERN 51	CUSTOMER STATES REAR A/C MAKES A LOUD NOISE	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	X	CN	103	.0	.00	
CORRECTION	COULD NOT DUPLICATE CUSTOMER CONCERN					
FACTORY	TECH: 103 - BLACK, 9587 KEY	CERT#: 9587				
	CONCERN CD: 009					
TYPE: W		SUBTOTAL		TOTAL CHARGE FOR CONCERN		.00
CONCERN 52	CUSTOMER STATES SPARK KNOCKS ESP. WHEN DRIVING ON AN INCLINE	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	X	126500	112	.2	14.38	
CORRECTION	EEC (QUICK TEST) - DIAGNOSIS					
	52-1 RECORDER/MONITOR ROAD TEST - DIAGNOSIS	12650081	112	.5	35.96	
	52-2 PCM REPROGRAMMING - TEST	12650084	112	.2	14.38	
TECH NOTES	SELF TEST EEC, KOEO KOER P1111, PASS. NO CODES IN MEMORY. RAN OASIS, NO SSMS. MONITOR PID DISPLAY AND RECORD ON A ROAD TEST. ALL IN RANGE. REPROGRAM PCM.					
FACTORY	TECH: 112 - BEGAY, 0081 MAR	CERT#: 0081				
	CONCERN CD: 050					
TYPE: W		SUBTOTAL		MECHANICAL LABOR		64.72
				TOTAL CHARGE FOR CONCERN		64.72
CONCERN 53	CUSTOMER STATES TRANS SLIPS IN REVERSE	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	X	CN	107	.0	.00	
CORRECTION	COULD NOT DUPLICATE CUSTOMER CONCERN					
TECH NOTES	INSPECT VEHICLE, UNABLE TO DUPLICATE CONCERN. EEC TEST, NO CODES. DCL					

PAGE 1

Thank You

Reynolds and Reynolds, version 0.00000



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 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R.O. Open Date	R.O. Number				
10/14/05	6241468/1				
R.O. Open Date	Shop #				
10/14/05	Pre-Invoice				
Invoice #	License #				
17691	17691				
Printed At: [redacted]					
Karen Cardona/415*W*					
[redacted]					
2FMZA52234E [redacted]					
Invoice Date	Invoice Due				
Year	Make	Model	Body	Color	License Number
2004	FORD	PREESTAR	SEL		

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Year	Make	Model	Body	Color	License Number
2004	FORD	PREESTAR	SEL		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<b>#1 - WORKS: OIL AND FILTER CHANGE, ROTATE AND INSPECT FOUR TIRES, INSPECT BRAKE SYSTEM. TEST BATTERY, CHECK AIR AND CABIN AIR FILTERS, CHECK BELTS AND HOSES, TOP OFF ALL FLUIDS.</b> Work performed by Robert Freeman (371) Installed B4FZ 6731 AB :FILTER ASY - OIL 1@5.70 5.70 Installed 5W20 :OIL 5@1.49 7.45 LOF TECH 371 Sub Total: Labor: 21.70 Parts: 13.15 Total: 34.85	
<b>#2 - Customer Reports: DASH DEFROSTER GRILLE WARPED/LOOSE</b> Installed 3P2Z 17044A90 BAA :PANEL - INSTRUMENT Qty: 1 REPLACED DEFROST GRILLE TECH 371 WARPED	Warranty
<b>#4 - 99P: ATW QUALITY CARE REPORT CARD</b> Sub Total: Labor: .00 Parts: .00 Total: .00	

<small>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 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 thereon.</small>	<table border="1"> <tr><td>LABOR</td><td>21.70</td></tr> <tr><td>PARTS</td><td>13.15</td></tr> <tr><td>DEDUCTIBLE</td><td>.00</td></tr> <tr><td>SUBLET</td><td>.00</td></tr> <tr><td>SHOP SUPPLIES</td><td>.00</td></tr> <tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr> <tr><td>SALES TAX OR TAX ID.</td><td>.66</td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr> <tr><td>DISCOUNTS</td><td>.00</td></tr> <tr><td>TOTAL DUE</td><td>35.51</td></tr> </table>	LABOR	21.70	PARTS	13.15	DEDUCTIBLE	.00	SUBLET	.00	SHOP SUPPLIES	.00	HAZARDOUS MATERIALS	.00	SALES TAX OR TAX ID.	.66	SPECIAL ORDER DEPOSIT	.00	DISCOUNTS	.00	TOTAL DUE	35.51
LABOR	21.70																				
PARTS	13.15																				
DEDUCTIBLE	.00																				
SUBLET	.00																				
SHOP SUPPLIES	.00																				
HAZARDOUS MATERIALS	.00																				
SALES TAX OR TAX ID.	.66																				
SPECIAL ORDER DEPOSIT	.00																				
DISCOUNTS	.00																				
TOTAL DUE	35.51																				
<small>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.</small>	<p style="text-align: center;">             BY: <u>visa</u> </p>																				
<small>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS</small> <input checked="" type="checkbox"/>																					



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 Monday - Friday  
 8:00 a.m. - 5:00 p.m. - Saturday  
 Closed For Lunch 12:00-1:00

R/O Open Date	R/O Number				
10/21/05	6241702/1				
R/O Close Date	Status				
10/27/05	Pre-Invoice				
Invoice In	Invoice Out				
17865	17866				
Service Advisor Team					
Karen Cardona/512*W*					
Vehicle Identification Number					
2FMZA52234E					
Delivery Date	Invoiced Date				
Year	Make	Model	Body	Color	License Number
2004	FORD	FREESTAR	SEL		

GREER, SC

Work Phone

Year	Make	Model	Body	Color	License Number
2004	FORD	FREESTAR	SEL		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: ROUGH IDLE; HARD TO START AT TIMES Installed 4F2Z 9D475 AF :VALVE - EXHAUST GAS RECIR Qty: 1 EEC TEST, PASS, DCL DISPLAY, MONITOR TEST, CALLED FORD HOTLINE , REPLACED EGR VALVE, RETESTED 1922	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter 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 the 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 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.

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.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX LD.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS  
 X

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 Closed For Lunch 12:00-1:00

P.O. Open Date	P.O. Number				
2/21/05	6232400/1				
P.O. Close Date					
3/29/05	Reprint				
Invoice #	P.O. Order #				
3077	3078				
Service Dept. Job #					
CHRIS FOWLER					
Phone #					
2FMZA52234B					
Customer Name	Customer Address				
Year	Make	Model	Body	Color	License/Title
2004	FORD	FREESTAR	SEL		

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
<b>#1 - EST: REPAIR AS PER ESTIMATE</b>		
SERVICE FIRST		
Work performed by 1304 : 20683	Labor:	470.00
Work performed by 1304 : 20683	Parts:	
Work performed by Herbie Anderson (971)		1200.00
Work performed by Herbie Anderson (971)		100.00
Work performed by Herbie Anderson (971)		84.00
Hazardous Materials Charge		3.00
Installed 3F2Z 1007 BA :WHEEL ASY	2@235.03	470.06
Installed 3F2Z 1130 AA :COVER - WHEEL	1@27.53	27.53
Installed 3F2Z 17K835 PAA :COVER	1@520.50	520.50
Installed XF2Z 17A751 AA :BRACKET - BUMPER MOUNTIN	1@14.38	14.38
Installed 3F2Z 17279D51 BA :PANEL - BODY SIDE - RE	1@928.30	928.30
Installed 2F2Z 16280B62 AA :GRILLE - AIR INLET	1@22.98	22.98
Installed 3F2Z 4B435 AB :AXLE ASY - REAR	1@432.65	432.65
Installed 9O01 4024641 55 :P235/60R16 8X	2@74.95	149.90
Installed DISP :TIRE DISPOSAL FEE	2@2.00	4.00
Installed F58Z 4264 A :BAR - REAR STABILIZER	1@40.13	40.13
Installed 4F2Z 1742528 AB :NAME PLATE	1@25.15	25.15
Installed 4F2Z 1742528 FA :NAME PLATE	1@20.40	20.40
Installed 4F2Z 1742528 DA :NAME PLATE	1@20.40	20.40
Sub Total: Labor: 1384.00	Parts: 2676.38	Sublet: 470.00
		Total: 4530
<b>#2 - REF: REFINISH PER ESTIMATE</b>		
SERVICE FIRST		
Work performed by SERREC : 6232400	Labor:	14.95
Work performed by SERREC :	Parts:	
Work performed by ED YATES (949)		228.00
Work performed by RESHOD HUGHES (079)		152.00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 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.

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.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.	
X	

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 Closed For Lunch 12:00-1:00

R.O. Date	R.O. Number				
2/21/05	6232400/2				
R.O. Date	Print				
3/29/05	Reprint				
3077	3078				
CHRIS FOWLER					
2FMZAS2234E					
Year	Make	Model	Body	Color	Light
2004	FORD	FREESTAR	SEL		

Year	Make	Model	Body	Color	Light
2004	FORD	FREESTAR	SEL		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Work performed by RESHOD HUGHES (079)	40.00
Work performed by ED YATES (949)	56.00
Sub Total: Labor: 476.00 Parts: .00 Sublet: 14.95 Total:	490.95
-----	
#3 - EST: REPAIR AS PER ESTIMATE	
Work performed by SERREC : Labor:	467.95
Work performed by SERREC : Parts:	
Sub-Total: Sublet: 467.95	
-----	
Paint & Materials	289.20
Sub Total: Labor: .00 Parts: .00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter 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 the 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 or your employee 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.

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.

LABOR	1860.00
PARTS	2965.58
DEDUCTIBLE	.00
SUBLET	952.90
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	3.00
SALES TAX OR TAX LD.	133.97
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	5915.45
OTHER 11210/6232400	5915.45

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS  
 X

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## BACKGROUND

3. On or about July 29, 2004, Plaintiff purchased from Seller a 2004 Ford Freestar ("FREESTAR"), manufactured and distributed by Manufacturer, Vehicle Identification No. 2FMZA52214BA90582, for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").

4. The price of the FREESTAR, including registration charges, document fees and sales tax, but including other collateral charges, such as bank and finance charges, totaled more than \$27,163.26.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the FREESTAR cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the FREESTAR, Manufacturer issued and supplied to Plaintiff 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 Manufacturer's New Car Warranty booklet.

7. On or about July 29, 2004, Plaintiff took possession of the FREESTAR and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the FREESTAR.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the FREESTAR to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the FREESTAR has been subject to repair on at least four (4) occasions for the same defects, and that the defects remain uncorrected.

11. Plaintiff brought the FREESTAR to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by check engine light on;
- b. Defective electrical system as evidenced by fuses blowing Any additional defects as on repair orders of Defendant' authorized dealerships, or otherwise.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the FREESTAR.

13. After a reasonable number of attempts to cure the defects in Plaintiff's FREESTAR, Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the FREESTAR's safety and reliability, and said defects have substantially impaired the value of the FREESTAR to Plaintiff.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the FREESTAR.

16. As a result of these defects, Plaintiff revoked his acceptance of the FREESTAR in writing.

17. At the time of revocation, the FREESTAR was in substantially the same condition as at delivery except for damage caused by its own defect and ordinary wear and tear.

18. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The FREESTAR remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.

20. 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 express warranty and its failure to provide Plaintiff with a merchantable FREESTAR.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. Plaintiff is a purchaser of a consumer product who received the FREESTAR during the duration of a written warranty period applicable to the FREESTAR and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

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

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the FREESTAR was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiff's purchase of the FREESTAR was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the FREESTAR to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the FREESTAR in the event that the FREESTAR failed to meet the specifications set forth in Manufacturer's warranty.

27. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the FREESTAR to Plaintiff.

28. Said purchase of Plaintiff's FREESTAR was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

29. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages including but not limited to (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) 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.

30. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

31. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

32. The FREESTAR purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

33. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

34. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

35. Pursuant to 15 U.S.C. §2308, Plaintiff's FREESTAR was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the FREESTAR was intended.

36. The FREESTAR was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the FREESTAR contained in the contracts and labels.

37. The above described defects in the FREESTAR render the FREESTAR unmerchantable and thereby not fit for the ordinary and essential purpose for which the FREESTAR was intended and as represented by Manufacturer.

38. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the FREESTAR.

39. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT III**  
**REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)**  
**OF THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

40. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

41. Manufacturer's tender of the FREESTAR was substantially impaired to Plaintiff.

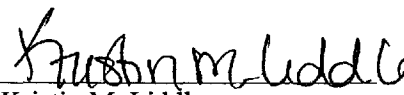
42. Manufacturer's tender of the FREESTAR, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;

- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
**MICHAEL NOVAK**

By:   
Kristin M. Liddle  
Missouri Bar No. 52781

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
120 West Madison Street, 10<sup>th</sup> Floor  
Chicago, Missouri 60602  
(312) 578-9428

**EXHIBIT A**



Buyer (and Co-Buyer) Name and Address (including County and Zip Code) \_\_\_\_\_ CREDITOR (Seller Name and Address)  
 \_\_\_\_\_ GARY CROSSLEY FORD, INC.  
 1400 W 152 HIGHWAY  
 LIBERTY MO 64068

\*Ford Credit is a Ford Motor Credit Company. The "Holder" is \_\_\_\_\_ and its assigns. 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.

New/Used	Year and Make	Model	GVM # Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2004 FORD TRUCK	FREESTAR		2FHZB5221A	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial <input type="checkbox"/> Over \$7,500

Trade-in _____	2004 FORD TRUCK	\$ 11,000.00	\$ 22,000.00
Year and Make		Gross Allowance	Amount Owng

1. Cash Sale Price	\$ 27,163.26(1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ 6,000.00
Cash Down Payment	\$ N/A
Pickup Payment Due	\$ N/A
Trade-in (description above)	\$ 0.00
Total Down Payment	\$ 6,000.00(2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)	\$ 21,163.26(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 \$ 2.50	
(II) for official fees \$ N/A	
(III) for taxes (not in Cash Sale Price) \$ N/A	\$ 2.50
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
N/A	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To WELLS FARGO for NEGATIVE EQUITY	\$ 11,000.00
To _____ for _____	\$ 500.00
Total	\$ 11,500.50(4)
5. Amount Financed (3 plus 4)	\$ 32,663.76(5)

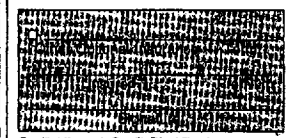
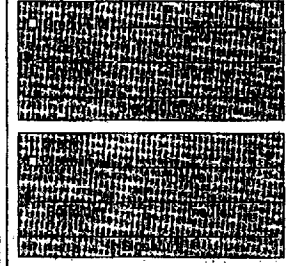
**YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.**

**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.**

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
10.49 %	\$ 7,443.44	\$ 32,663.76	\$ 42,107.20	\$ 48,107.20

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payments:** You must pay a late charge on the portion of each payment received more than 15 days late. The charge is 5 percent of the late amount or \$25.00, whichever is less, except that a minimum charge of ten dollars may be made.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contracts:** 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.



Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverage are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverage checked for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

- Comprehensive  \$ N/A Deductible Collision
- Fire- Theft-Combined Additional Coverage
- Towing and Labor
- Term \_\_\_\_\_ Months (Estimate)
- Prmium \$ \_\_\_\_\_

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER SIGN: \_\_\_\_\_ CO-BUYER SIGN: \_\_\_\_\_

**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 before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge.  
 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 SIGN: \_\_\_\_\_ (CO) BUYER SIGN: \_\_\_\_\_

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.  
 SELLER: GARY CROSSLEY FORD, INC. by \_\_\_\_\_ Title \_\_\_\_\_

Program No. \_\_\_\_\_



PLEASE CALL US AT 1-800-727-7000 or Visit us at [www.fordcredit.com](http://www.fordcredit.com) 02-002  
 SEE BACK FOR ADDITIONAL AGREEMENTS.



All Action Details for Issue

Print

VIN: 2FMZA57694E [REDACTED] Year: 2004 Model: FREESTAR Case: 1405753454  
 Name: [REDACTED] Owner Status: Original WSD: 2004-08-02  
 Symptom Desc: STALL/QUITS AT IDLE ALL ENGINE TEMP 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: 07900 FORD OF DUBLIN Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Odometer: 4972 MI Comm Type: MAIL  
 Analyst Name: LEICH,CHERIE Analyst: CLEICH  
 Action Date: 06/29/2005 Action Time: 16.26.54.823 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 6-27-05. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED MULTIPLE TIMES FOR STALLING AND NO START CONDITIONS.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	LAW OFFICE OF ANTHONY J. SPERBER
ATTORNEY NAME	ANTHONY J. SPERBER
ATTORNEY PHONE NUMBER	5108458844
ANALYST ID	TROQUEMO

Action: MAKE OUTBOUND CALL TO ATTORNEY  
 Dealer: 07900 FORD OF DUBLIN Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 4972 MI Comm Type: FAX  
 Analyst Name: TANYA ROQUEMORE (TROQUEMO) Analyst: TROQUEMO  
 Action Date: 06/30/2005 Action Time: 08.22.21.505 Action Data: No

Comments FAXED ACK.

Action: INFORMATIONAL CALL/FAX  
 Dealer: 07900 FORD OF DUBLIN Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 4972 MI Comm Type: EMAIL  
 Analyst Name: TANYA ROQUEMORE (TROQUEMO) Analyst: TROQUEMO  
 Action Date: 06/30/2005 Action Time: 08.22.59.319 Action Data: No

Comments E-MAIL TO ZM

Action: INFORMATIONAL CALL/FAX  
 Dealer: 07900 FORD OF DUBLIN Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 4972 MI Comm Type: PHONE

**Analyst Name:** TANYA ROQUEMORE  
(TROQUEMO)

**Analyst:** TROQUEMO

**Action Date:** 06/30/2005

**Action Time:**  
16.24.15.387

**Action Data:** No

**Comments** LPA LEFT V-MESSAGE REQUESTING R/O'S FOR REVIEW.

---

**Action:** INFORMATIONAL CALL/FAX

**Dealer:** 07900 FORD OF DUBLIN

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION  
PREVENTION

**Odometer:** 4972 MI

**Comm Type:** EMAIL

**Analyst Name:** TANYA ROQUEMORE  
(TROQUEMO)

**Analyst:** TROQUEMO

**Action Date:** 07/08/2005

**Action Time:**  
09.59.15.455

**Action Data:** No

**Comments** LPA REC'D RESPONSE FROM ZM.

---

**Action:** INFORMATIONAL CALL/FAX

**Dealer:** 07900 FORD OF DUBLIN

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION  
PREVENTION

**Odometer:** 4972 MI

**Comm Type:** OTHER

**Analyst Name:** TANYA ROQUEMORE  
(TROQUEMO)

**Analyst:** TROQUEMO

**Action Date:** 07/19/2005

**Action Time:**  
12.03.48.681

**Action Data:** No

**Comments** LPA DID NOT RECEIVE R/O'S AS REQUESTED FROM SM. CASE FILE INCLUDES ZM COMMENTS.

---

**Action:** CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW

**Dealer:** 07900 FORD OF DUBLIN

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION  
PREVENTION

**Odometer:** 4972 MI

**Comm Type:** FAX

**Analyst Name:** TANYA ROQUEMORE  
(TROQUEMO)

**Analyst:** TROQUEMO

**Action Date:** 07/19/2005

**Action Time:**  
12.04.45.461

**Action Data:** No

**Comments** BASED ON INFORMATION OF AWS/ZM COMMENTS UNABLE TO DUPLICATE, DENIED. FAXING DOES NOT MEET LETTER TO ATTORNEY.

---

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All Action Details for Issue

Print

VIN: 2FMZA57694B [REDACTED] Year: 2004 Model: FREESTAR Case: 1405753454  
Name [REDACTED] Owner Status: Original WSD: 2004-08-02  
Symptom Desc: STALL/QUITS ACCELERATION HOT ENGINE Primary Phone [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 06/13/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 07900 FORD OF DUBLIN Origin Desc: US CONCERN CASE BASE  
Odometer: 3500 MI Comm Type: PHONE  
Analyst Name: RICHARDSON VIOLET Analyst: VRICHA13  
Action Date: 12/10/2004 Action Time: 11.16.15.208 Action Data: No

Comments CUSTOMER SAID: - HAS BEEN AT THE DLRSHIP 3/4 TIMES- VEH STALLS DURING ACCELERATION COMING OUT OF IDLE STATE AND HAS TO RECRANK TO RUN - HAPPENED LAST WEEK AND TWICE THIS WEEK- HAS A VDR INSTALLED TWICE TO PRESS WHEN THE PROBLEM OCCURS - LAST TIME THEY DROVE THE VEH FOR 800 MILES- PROBLEM MAINLY OCCURS IN STOP AND GO TRAFFIC AND IT IS INTERMITTENT- SEEKING TO GET THIS VEH REPAIRED OR VEH REPLACED DEALER SAID: HAS CONTACTED THE REP - LES (SA)CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. 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 5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING\*\*\*\*

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 07900 FORD OF DUBLIN Origin Desc: FIELD ORGANIZATION  
Odometer: 3500 MI Comm Type: VISIT  
Analyst Name: GODIWALLA,AMY Analyst: AGODIWAL  
Action Date: 12/13/2004 Action Time: 14.03.19.217 Action Data: No

Comments VEHICLE LAST REPAIRED ON 10-4-04. DEALER REPLACED IAC AND VDR. CANNNOT HONOR REQUEST TO REPLACE VEHICLE AT THIS TIME BASED ON WARRANTY HISTORY.

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 07900 FORD OF DUBLIN Origin Desc: US CONCERN CASE BASE  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: KRISTA DOCTROVE Analyst: KDOCTROV  
Action Date: 06/08/2005 Action Time: 15.26.07.569 Action Data: No

Comments CUSTOMER SAID: - THE VEH IS DANGEROUS TO DRIVE AND HE IS CONCERNED FOR HIS SAFETY- HAVING PROBLEM WITH THE VEH STALLING, WHEN ACCELERATING- DLR PUT A MONITOR ON VEHICLE.....THE PICTURES WERE SENT TO DETRIOT AND THE DLR IS STILL AWAITING A CALLBACK.... (2 WEEKS NOW)- LOOKING FOR THAT VEH TO BE REPLACED DEALER SAID: - VDR PICTURES SENT IN CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS AND VEHICLE REPLACEMENT REQUEST TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. 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 DLRSHIP FOR CLARIFICATION...SPOKE TO STEVE MARVEL SIM AND WAS ADVISED OF THE FOLLOWING: - HAS NEVER BEEN ABLE TO DUPLICATE THE CONCERN ITSELF AT THE DLR- THE VDR PUT ON THIS VEH HAS

CAPTURED CODES AND THOSE WERE SENT TO FORD- BEING TOLD THOSE CODES ARE INCONCLUSIVE AND THAT A FIELD SERVICE ENGINEER SHOULD BE INVOLVED IN THIS CASE- FORD SHOULD BECOME INVOLVED IN ADDRESSING THIS CUSTOMER'S CONCERN- 4TH REPAIR ATTEMPTS MADE- FIELD SERVICE MANAGER IS ON VACATION FOR 1 1/2 WEEKS - NOTE: THIS IS A SENIOR CITIZEN AND THE VEH IS DANGEROUS TO DRIVE

---

**Action:** FIELD - OPEN REGION ISSUE

**Dealer:** 07900 FORD OF DUBLIN

**Odometer:** 8000 MI

**Analyst Name:** KATRINA YARRINGTON (KYARRING)

**Action Date:** 06/13/2005

**Comm Type:** PHONE

**Analyst:** KYARRING

**Action Time:** 20.00.47.015 **Action Data:** No

**Origin Desc:** FIELD ORGANIZATION

**Comments** SPOKE WITH CUSTOMER ADVISED THAT FSE REVIEWING DATA FROM VDR AND WOULD ADVISE ONCE NEXT STEPS ARE DETERMINED.

---

**Action:** CUSTOMER RETAINED LAWYER

**Dealer:** 07900 FORD OF DUBLIN

**Odometer:** 8000 MI

**Analyst Name:** KATRINA YARRINGTON (KYARRING)

**Action Date:** 06/27/2005

**Comm Type:** PHONE

**Analyst:** KYARRING

**Action Time:** 18.59.17.448 **Action Data:** No

**Origin Desc:** FIELD ORGANIZATION

**Comments** FOLLOWED UP WITH FSE AND NO INFORMATION INDICATING A PROBLEM ON VDR DATA. CALLED CUSTOMER TO DISCUSS NEXT STEPS AND WAS ADVISED BY CUSTOMER THAT HE HAS RETAINED A LAWYER AND WILL LET HIM HANDLE THE SITUATION.

---

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All Action Details for Issue

Print

VIN: 2FMZA57694E [REDACTED] Year: 2004 Model: FREESTAR Case: 1405753454  
Name: [REDACTED] Owner Status: Original WSD: 2004-08-02  
Symptom Desc: STALL/QUITS ACCELERATION HOT ENGINE Primary Phone: [REDACTED]  
Reason Desc: AWA - CAC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE  
Dealer: 07900 FORD OF DUBLIN  
Odometer: 3600 MI Comm Type: PHONE  
Analyst Name: DOUGLAS TANYA Analyst: TDOUGL15  
Action Date: 12/17/2004 Action Time: 12.54.01.909 Action Data: No

Comments CUSTOMER SAID: -CUST CALLED LAST WEEK ABOUT CONCERNS WITH HIS VEH -VEH HAS BEEN STALLING ON HIM SINCE HE PURCHASED THE VEH...THE VEH STALLS AS SOON THE CUST IS TRYING TO ACCELERATE -CUST HAS NOT BEEN CONTACTED BY ANYONE ABOUT HIS REQUEST FOR FORD TO BUYBACK THE VEH -VEH HAS BEEN TO FORD OF DUBLIN 3 TIMES FOR THE STALLING CONCERN-DLRSHIP WILL ATTEMPT TO REPAIR THE VEH BUT WHEN THE CUST GETS THE VEH BACK IT WILL STILL STALL -VEH IS IN THE CUST POSSESSION-CUST IS SEEKING FOR THE VEH TO BE REPLACEDDEALER SAID: FORD OF DUBLIN -CUST SPOKE TO LES SCHIVO THE S/A -ADVISED THE CUST THAT THIS CONCERN DOES NOT HAPPEN WITH HIMCRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK. (NOTE TO CSR: SUPPORT DLR/REGION DECISION.)-SUPPORTED THE DECISION MADE BY THE REGION-ADVISED THE CUST THAT FORD WILL NOT REPLACE THE VEH

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1 ANTHONY J. SPERBER, Bar No. 197962  
 LAW OFFICE OF ANTHONY J. SPERBER  
 2 1808 Sixth Street, Berkeley, CA 94710  
 Tel: 510.845.8844  
 3 Fax: 510.845.1998  
 anthony@sperberlaw.com

4 Attorneys for  
 5 PLAINTIFF WILLIAM NOIA

6  
 7  
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10 **UNLIMITED CIVIL CASE**

11  
 12 WILLIAM NOIA,

13 Plaintiff,

14 v.

15 FORD MOTOR COMPANY and DOES 1 through  
 16 100,

17 Defendants.

Case No.

**COMPLAINT FOR DAMAGES**

**BREACH OF CONTRACT AND WARRANTY**

Jury Trial Demanded

18  
 19 **GENERAL ALLEGATIONS**

20 Plaintiff William Noia ("PLAINTIFF") alleges:

21 1. PLAINTIFF, a natural person, is, and at all times mentioned in this Complaint was, a resident of  
 22 Alameda County, California.

23 2. PLAINTIFF is informed and believes that Defendant Ford Motor Company ("FORD") is, and at all  
 24 times mentioned in this Complaint was, a national automobile company with a substantial, pervasive, long-  
 25 term and on-going business presence in California in general and in Alameda County in particular, where  
 26 FORD regularly engages in the business of manufacturing, distributing, buying, selling, repairing and  
 27 financing automobiles to the general public, among its other activities.

28  
 COMPLAINT FOR DAMAGES



1 3. PLAINTIFF is informed and believes that Defendant Ford of Dublin ("FORD OF DUBLIN") is, and at  
 2 all times mentioned in this Complaint was, an automobile retailer with its principal place of business in  
 3 Alameda County, California, where FORD OF DUBLIN engages in the business of distributing, buying, selling,  
 4 repairing and financing FORD'S automobiles to the general public, among its other activities. PLAINTIFF is  
 5 informed and believes that FORD OF DUBLIN is one of FORD'S many agents in Alameda County. As set forth  
 6 above, FORD and FORD OF DUBLIN conduct significant business in California and in Alameda County in  
 7 particular.

8 4. As set forth below, the contract and warranties alleged in this Complaint were entered into in Alameda  
 9 County and were to be performed in Alameda County. The unlawful acts of FORD alleged herein occurred in  
 10 Alameda County. FORD has appointed agents for service of process in California. Therefore, Alameda County,  
 11 California is the proper venue for their action.

12 5. PLAINTIFF does not know the true names of DOES 1 through 100, inclusive, and therefore sues them  
 13 by those fictitious names. PLAINTIFF will amend this Complaint to show their true identities and capacities  
 14 when they have been ascertained.

15 **FIRST CAUSE OF ACTION**  
 16 **[Breach of Contract & Warranty]**

17 6. PLAINTIFF incorporates by reference paragraphs 1 through 5, inclusively, as if fully set forth.

18 7. On or about August 2, 2004, in Dublin, California, PLAINTIFF entered into a contract to purchase, and  
 19 did purchase from FORD, a 2004 Ford Freestar, VIN 2FMZA57694BA29167 (the "CAR"), for approximately  
 20 \$28,247.13.

21 8. The CAR weighs less than 10,000 pounds and was purchased for business, personal, family or  
 22 household purposes. Thus, the contract was and is subject to the Song-Beverly Consumer Warranty Protection  
 23 Act, Civil Code Section 1790, *et seq.* ("the Act").

24 9. Before PLAINTIFF entered into the contract and purchased the CAR, as set forth above in Paragraphs  
 25 7 and 8, FORD and FORD OF DUBLIN, along with their agents and employees, expressly and impliedly  
 26 warranted and represented that the CAR was free from all dangers and defects and was in all respects  
 27 merchantable and safe for use in the manner for which it was designed, manufactured and sold. PLAINTIFF  
 28

1 relied on these warranties and representations and on FORD OF DUBLIN'S skill and judgment in  
2 recommending which car to purchase.

3 10. Within a week of purchase, PLAINTIFF began experiencing problems with the CAR, including chronic  
4 stalling and failing to start. On August 9, 2004—exactly a week from the date of purchase—PLAINTIFF  
5 tendered the car for repair to FORD OF DUBLIN for the first time. PLAINTIFF informed FORD OF DUBLIN  
6 that the CAR'S engine had died while PLAINTIFF was stopped at a traffic light. Unable to crank or restart the  
7 engine, PLAINTIFF was finally able to restart the CAR after a 10-minute wait. FORD OF DUBLIN concluded  
8 that the problem was battery-related and replaced the battery.

9 11. On October 4, 2004, PLAINTIFF again tendered the CAR for repair to FORD OF DUBLIN. Again,  
10 PLAINTIFF informed FORD OF DUBLIN that the CAR occasionally died while coming to traffic stops. This  
11 time FORD OF DUBLIN determined that the problem was related to the idle air control and the fuel tank.  
12 Accordingly, FORD OF DUBLIN replaced the idle air control, drained the fuel tank, installed a new fuel filter,  
13 and changed the oil and oil filter. This repair took 22 days, during which time the dealership added 489 miles  
14 to the CAR.

15 12. On November 8, 2004, PLAINTIFF again tendered the CAR for repair to FORD OF DUBLIN—this time  
16 for 8 days—complaining that the CAR stalled both while coming to traffic stops and taking off after a stop.  
17 Despite 486 miles of road-testing, FORD OF DUBLIN was unable to locate the problem.

18 13. On February 4, 2005, PLAINTIFF tendered the CAR for repair to FORD OF DUBLIN for the fourth  
19 time, again reporting engine failure during stop-and-go traffic. This time, FORD OF DUBLIN installed a  
20 monitor in the CAR.

21 14. Later that same day, PLAINTIFF returned to FORD OF DUBLIN and the technician found moisture  
22 inside the powertrain control module connector. The technician cleaned the moisture and sealed the  
23 connection well. They also replaced the vapor management valve. The CAR remained at FORD OF DUBLIN  
24 for 49 days on this visit, during which the dealership drove it 1,082 miles.

25 15. On April 22, 2005, PLAINTIFF tendered the CAR for repair to FORD OF DUBLIN for the sixth time,  
26 stating that the engine would die while PLAINTIFF was accelerating from a stop. The dealership notes this as  
27 a "repeat concern." This time, the CAR remained at the dealership for 26 days, during which time the  
28

1 dealership drove it 708 miles. FORD OF DUBLIN was unable to determine the cause of the problem and again  
2 installed a monitor in the CAR.

3 16. This chronic stalling and failure to start problem required PLAINTIFF to tender the CAR for repair to  
4 FORD OF DUBLIN on at least 6 occasions between August 2, 2004 and May 17, 2005. All of these were within  
5 the first 10 months of ownership and with fewer than 7,000 miles on the car. All together, the CAR has been in  
6 the repair shop for approximately 106 days. Moreover, the CAR has been driven approximately 2,700 miles by  
7 the dealership during its repeated attempts to repair these problems. This accounts for over a third of the  
8 CAR'S total mileage.

9 17. Since PLAINTIFF'S last visit to FORD OF DUBLIN, the car has stalled on at least 10 occasions.

10 18. FORD and FORD OF DUBLIN have been unable to make the CAR conform to the applicable express  
11 and implied warranties. FORD also refused to replace the CAR, despite PLAINTIFF'S numerous demands.  
12 When asked why it would not comply with its duties under the "lemon law", FORD could not explain why.

13 19. When it was initially delivered to PLAINTIFF on August 2, 2004, the CAR was unmerchantable,  
14 dangerous, and unfit to be operated, in that certain component parts, including but not limited to the fuel and  
15 electrical systems, were defectively designed and/or manufactured. Those defects have persisted since that  
16 date and persist today—a year after FORD first learned of the defects.

17 20. These defects present a safety hazard to PLAINTIFF, his family, and the general public, in that the  
18 defects cause the CAR to stall in traffic and fail to start. These defects first occurred within the first week of  
19 PLAINTIFF'S ownership, at just 180 miles. The CAR is therefore presumptively considered a "lemon" under  
20 California law. Given the substantial number of days in the shop since then—with the CAR still not repaired  
21 over this year-long period—the CAR is clearly a "lemon" under California law, regardless of any legal  
22 presumptions.

23 21. In failing to comply with their contractual obligations to PLAINTIFF, FORD willfully breached its  
24 contract with PLAINTIFF, willfully breached its express and implied warranties to PLAINTIFF and violated  
25 the Act, among other state and federal statutes.

26 22. As a direct, foreseeable and proximate result of FORD'S failure to comply with its obligations to  
27 PLAINTIFF, including those under the Act, PLAINTIFF has been damaged in that he has: (1) been unable to  
28 use the CAR for significant periods of time; (2) incurred expenses as a direct result of the defects; and (3) lost

1 income as a result of missing work. These damages continue to mount and their amount is presently unknown,  
2 but will be proven at trial. PLAINTIFF claims these amounts, together with prejudgment interest pursuant to  
3 Civil Code Section 3287 and pursuant to any other provision of law providing for prejudgment interest.

4 23. As a further direct, foreseeable and proximate result of FORD'S failure to comply with its obligations to  
5 PLAINTIFF, PLAINTIFF has been damaged in that he has been required to incur substantial attorney's fees in  
6 order to vindicate his rights. The total amount of these fees continues to rise and is unknown at this time, but  
7 will be proven at trial. PLAINTIFF claims these amounts, together with prejudgment interest pursuant to Civil  
8 Code section 3287 and any other provision of law providing for prejudgment interest.

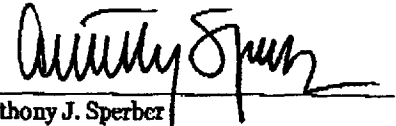
9 **PRAYER FOR RELIEF**

10 PLAINTIFF prays for judgment against FORD as follows:

- 11 1. For actual and compensatory damages;
- 12 2. For a civil penalty of twice the amount of the actual damages;
- 13 3. For attorneys' fees and costs of suit;
- 14 4. For prejudgment interest on all amounts claimed; and
- 15 5. For any other and further relief that the Court considers proper.

16 Dated: August 18, 2005

LAW OFFICE OF ANTHONY J. SPERBER

17  
18 By:   
19 Anthony J. Sperber  
20 Attorney for PLAINTIFF WILLIAM NOIA

21  
22  
23  
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25  
26  
27  
28

**ALTERNATIVE DISPUTE RESOLUTION  
INFORMATION PACKAGE  
Effective April 15, 2005**

**Instructions to Plaintiff / Cross-Complainant**

**In all general civil cases filed in the trial courts after June 30, 2001, the plaintiff is required to serve a copy of this ADR information package on each defendant.**

California Rules of Court, Rule 201.9 (Excerpt)

(a) Each court must make available to the plaintiff, at the time of filing of the complaint, an Alternative Dispute Resolution (ADR) information package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes . . .

(2) Information about the ADR programs available in that court . . .

(3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA . . .

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) Court may make package available on Web site . . .

**(c) The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action along with the cross-complaint.**

## GENERAL INFORMATION ABOUT ADR

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### Introduction to Alternative Dispute Resolution

Did you know that most civil lawsuits settle without a trial? And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (also called ADR). The most common forms of ADR are mediation, arbitration, and neutral evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. In mediation, for example, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through court-connected and community dispute resolution programs and private neutrals.

### Advantages of Alternative Dispute Resolution

ADR can have a number of advantages over a lawsuit:

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorney fees, and expert witness fees can be saved.
- **ADR can permit more participation.** With ADR, the parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them.
- **ADR can be cooperative.** In mediation, for example, the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, cheaper, and can create an atmosphere in which the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute instead of filing a lawsuit. Even when a lawsuit has been filed, ADR can be used before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

### Disadvantages of Alternative Dispute Resolution

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure and review for legal error by an appellate court.

There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

The neutral may charge a fee for his or her services.

If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitations. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

### **Three Common Types of Alternative Dispute Resolution**

This section describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

#### ***Mediation***

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved; the parties do.

Mediation is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how they each see things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or has unequal bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

#### ***Arbitration***

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal and much speedier and less expensive than a lawsuit. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records) rather than by testimony.

There are two kinds of arbitration in California: (1) Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and is normally binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. (2) "Judicial arbitration" takes place within the court process and is not binding unless the parties agree at the outset to be bound. A party to this kind of arbitration who does not like a judicial arbitration award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to decide on the outcome of their dispute themselves.

#### ***Neutral Evaluation***

In evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments and makes an evaluation of the case. Each party gets a chance to present his or her side and hear the other side. This may lead to a settlement or at least help the parties prepare to resolve the dispute later on. If the neutral evaluation does not resolve the dispute, the parties may go to court or try another form of ADR.

Neutral evaluation, like mediation, can come early in the dispute and save time and money.

Neutral evaluation is most effective when a party has an unrealistic view of the dispute, when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Neutral evaluation may not be a good idea when it is too soon to tell what the case is worth or if the dispute is about something besides money, like a neighbor playing loud music late at night.

### Other Types of Alternative Dispute Resolution

There are several other types of ADR besides mediation, arbitration, and neutral evaluation. Some of these are conciliation, settlement conferences, fact-finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR methods. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney about your legal rights and other matters relating to the dispute.

### Help Finding an Alternative Dispute Resolution Provider in Your Community

To locate a dispute resolution program or private neutral in your community:

- **Visit the Court's Web site.** The Alameda County Superior Court maintains a list of court-connected mediators, neutral evaluators, and private arbitrators at <http://www.co.alameda.ca.us/courts/adr.htm>.
- **Contact the Small Claims Court Legal Advisor.** The small claims legal advisor for Alameda County is located at the Wiley W. Manuel Courthouse, Self-Help Center. The phone number is 510-268-7665.
- **Visit the California Department of Consumer Affairs' Web site.** The Department of Consumer Affairs (also called the DCA) has posted a list of conflict resolution programs throughout the state. The list can be found at [http://www.dca.ca.gov/r\\_r/mediat1.htm](http://www.dca.ca.gov/r_r/mediat1.htm)

You can also call the Department of Consumer Affairs, Consumer Information Center, at 800-952-5210.

- **Contact your local bar association.** You can find a list of local bar associations in California on the State Bar Web site at <http://www.calbar.org/2lin/2bar.htm>.

If you cannot find a bar association for your area on the State Bar Web site, check the yellow pages of your telephone book under "Associations."

- **Look in the yellow pages of your telephone book under "Arbitrators" or "Mediators."**
- **Automotive Repair, Smog Check:** The California Bureau of Automotive Repair (also known as BAR) offers a free mediation service for consumers who are dissatisfied with an auto repair or a smog check, or who dispute an invoice for such services. BAR registers and regulates California automotive repair facilities and licenses smog, lamp, and brake inspection stations. Learn more at <http://smogcheck.ca.gov/smogweb/geninfo/otherinfo/mediation.htm> or call 800-952-5210.
- **Attorney Fees:** The State Bar of California administers a mandatory fee arbitration program to resolve attorney fee disputes between lawyers and their clients. The program is an informal, low-cost forum and is mandatory for a lawyer if a client requests it. Mediation of attorney fees disputes may also be available in some areas of California. Learn more at <http://www.calbar.org/2bar/3arb/3arbn dx.htm> or call 415-538-2020.



## **DISPUTE RESOLUTION PROGRAMS IN ALAMEDA COUNTY**

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### **Mediation Services**

**222278 Redwood Road, Castro Valley, CA 94546**

**Phone: (510) 733-4940 fax: (510) 733-4945**

Provides a panel of mediators to assist in the process of reaching an agreement in the areas of Neighborhood Disputes, Child Custody, Divorce, Parent/Teel Conflicts, Home Owners Association, Business, Real Estate, Employer/Employee, and Fremont Rent Increases.

### **East Bay Community Mediation**

**1968 San Pablo Avenue, Berkeley, CA 94702-1612**

**Phone: (510) 548-2377 fax: (510) 548-4051**

EBCM is a community-based mediation program created by the union of Berkeley Dispute Resolution Service and Conciliation Forums of Oakland. EBCM offers counseling on options and approaches to resolving a dispute, mediation, large-group conflict facilitation, and conflict resolution skills workshops.

### **Catholic Charities of the East Bay: Oakland - Main Office**

**433 Jefferson Street, Oakland, CA 94607**

**Phone: (510) 768-3100 fax: (510) 451-6998**

Mediators are responsible for mediation sessions involving the youth, victim and family members to work towards a mutually agreeable restitution agreement. Also provide free workshops in anger management and mediation.

### **Center for Community Dispute Settlement**

**1789 Barcelona Street, Livermore, CA 94550**

**Phone: (925) 373-1035**

Provides services in Tri-Valley for all of Alameda County. Program goals are to increase the number of court cases resolved, mediating small claims cases four days per week, and training youth in listening and conflict resolution skills.

### **California Lawyers for the Arts: Oakland Office**

**1212 Broadway Street, Suite 837, Oakland, CA 94612**

**Phone: (510) 444-6351 fax: (510) 444-6352**

This program increases the resolution of arts related disputes such as artistic control, ownership of intellectual property, credit for work performed or produced and contract issues, through the use of alternative dispute resolution. It also increases the capacity to provide services for counseling, conciliation and administration of mediation, arbitration and meeting facilitation.

**ALAMEDA COUNTY SUPERIOR COURT  
ADR PROGRAM**

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**ADR Program Administrator**

Pursuant to California Rule of Court 1580.3, the presiding judge of the Superior Court of California, County of Alameda has designated Benjamin D. Stough, Berkeley Trial Court Administrator, to serve as ADR program administrator.

A Plaintiff may elect, the parties may stipulate or a judge may refer a case to Judicial Arbitration. The Judicial Arbitration Program Coordinator may be contacted at (510) 670-6646.

**The Judicial Arbitration Process**

**Appointment of Arbitrator (must be appointed within 30 days after referral per CRC 1605).**

- ⇒ Parties mailed list of five names from which to select. (List mailed within 5-10 business days after receipt of referral).
- ⇒ Each party may reject one of the names listed (10 calendar days per *CRC 1605a*)
- ⇒ The administrator randomly appoints the arbitrators from the names remaining on the list. If only one remains then is deemed appointed.

**Assignment of Case (CRC 1605a(4))**

- ⇒ Within 15 days of notice of the appointment, the arbitrator shall contact parties in writing about time, date, and place of the hearing. The parties shall receive at least 30 days notice prior to the hearing.

**Hearings (CRC 1611)**

- ⇒ Shall be scheduled so as to be completed not less than 35 days nor more than 90 days from the date the arbitrator was assigned. For good cause shown, the case may be continued an additional 90 days by the Case Management Judge.

**Award of Arbitrator (CRC 1615b & c)**

- ⇒ Arbitrator must file an award within 10 days after conclusion of the arbitration hearing. The court may allow 20 additional days upon application of arbitrator in cases of unusual length or complexity.
- ⇒ Within 30 days of the filing of the award the parties may file a Request for Trial de Novo. The clerk shall enter the award as a judgment after 30 days provided a Trial de Novo has not been filed.

**Return of Case to Court**

- ⇒ Upon Filing of Trial de Novo the action is returned to Case Management Judge for further proceedings. (*CRC 1616 & Local Rule 6.4*)
- ⇒ If Trial de Novo is not filed then judgment is entered and the Case Management Judge is notified (*CRC 1615c & Local Rule 6.6*)
- ⇒ If parties indicate a settlement then case is returned to Case Management Judge and case is continued 45 days for an Order to Show Cause RE filing a dismissal. (*Local Rule 6.6*)

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

<input type="checkbox"/> Allen E. Broussard Justice Center 600 Washington Street, Oakland, CA 94707	<input type="checkbox"/> Berkeley Courthouse 2000 Center Street, 2nd FL, Berkeley, CA 94704	<input type="checkbox"/> George E. McDonald Hall of Justice 2233 Shoreline Drive, Alameda, CA 94501
<input type="checkbox"/> Fremont Hall of Justice 39439 Paseo Padre Parkway, Fremont, CA 94538	<input type="checkbox"/> Gale/Schenone Hall of Justice 5672 Stoneridge Drive, Pleasanton, CA 94588	<input type="checkbox"/> Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607
<input type="checkbox"/> Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<input type="checkbox"/> René C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	

Plaintiff  
vs.

Case No.: \_\_\_\_\_

**STIPULATION FOR ALTERNATIVE  
DISPUTE RESOLUTION (ADR)**

Defendant

The parties by and through their attorneys of record hereby stipulate to submit the within  
controversy to the following Alternative Dispute Resolution process:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORDER**

The foregoing stipulation having been read and considered, and good cause appearing, now therefore,

IT IS SO ORDERED.

IT IS FURTHER ORDERED that the matter be set for Order to Show Cause Hearing RE:

Dismissal on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

(SEAL)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Anthony J. Sperber, Esq., SBN 197962</b> Law Office of Anthony J. Sperber 1808 Sixth Street, Berkeley, CA 94710  TELEPHONE NO.: 510-845-8844 FAX NO. (Optional): 510-845-1998 E-MAIL ADDRESS (Optional): anthony@sperberlaw.com ATTORNEY FOR (Name): Plaintiff William Noia	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 24405 Amador Street MAILING ADDRESS: CITY AND ZIP CODE: Hayward, CA 94544 BRANCH NAME: Hayward Hall of Justice	
PLAINTIFF/PETITIONER: William Noia  DEFENDANT/RESPONDENT: Ford Motor Company	CASE NUMBER:  IIG05228657
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a.  summons
  - b.  complaint
  - c.  Alternative Dispute Resolution (ADR) package
  - d.  Civil Case Cover Sheet (served in complex cases only)
  - e.  cross-complaint
  - f.  other (specify documents):
3. a. Party served (specify name of party as shown on documents served):
  - b. Person served:  party in item 3a  other (specify name and relationship to the party named in item 3a):
4. Address where the party was served:
5. I served the party (check proper box)
  - a.  by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): \_\_\_\_\_ (2) at (time): \_\_\_\_\_
  - b.  by substituted service. On (date): \_\_\_\_\_ at (time): \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b): \_\_\_\_\_
    - (1)  (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2)  (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3)  (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4)  I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): \_\_\_\_\_ from (city): \_\_\_\_\_ or  a declaration of mailing is attached.
    - (5)  I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: William Noia	CASE NUMBER: HG05228657
DEFENDANT/RESPONDENT: Ford Motor Company	

- c.  by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3)  with two copies of the Notice and Acknowledgment of Receipt and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)
- (4)  to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d.  by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (specify):
- c.  as occupant.
- d.  On behalf of (specify):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name:
- b. Address:
- c. Telephone number:
- d. The fee for service was: \$
- e. I am:
- (1)  not a registered California process server.
- (2)  exempt from registration under Business and Professions Code section 22350(b).
- (3)  registered California process server:
- (i)  owner  employee  independent contractor.
- (ii) Registration No.:
- (iii) County:

8.  I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

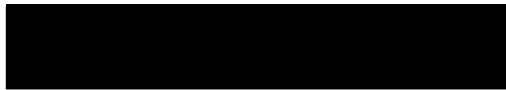
or

9.  I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

\_\_\_\_\_  
(SIGNATURE)



CM

JURY FEE PAID  
\$87.00  
JUN 13 2008

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

IRFAN IHTISHAM, )  
19450 Merriman )  
Livonia, MI 48152 )  
PLAINTIFF, )  
vs. )  
FORD MOTOR COMPANY )  
c/o Peter J. Sherry )  
One American Road )  
Dearborn, MI 48126 )  
DEFENDANT. )

Case No: NZ

Judge

7 JUN 11

OFFICE OF THE CLERK OF COURT

KAHN & ASSOCIATES, L.L.C.

Matthew M. Oliveri (P68354)  
22260 Haggerty Road, Suite 250  
Northville, MI 48167  
Phone: (888) 536-6671; Fax: (888) 868-6671

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

COMES NOW the PLAINTIFF IRFAN IHTISHAM, by and through his Attorneys of Record, KAHN & ASSOCIATES LLC, and for his Complaint, states unto this Honorable Court the following:

1. PLAINTIFF IRFAN IHTISHAM ("PLAINTIFF") is an adult citizen and legal resident of the State of Michigan, residing at 19450 Merriman, Livonia, MI, 48154.

2. **DEFENDANT FORD MOTOR COMPANY** (“DEFENDANT”) is a corporation qualified to do, and regularly conducting, business in the State of Michigan, with its principal place of business located in Michigan, and which can be served with process care of “Peter J. Sherry, One American Road, Dearborn, MI, 48126.”
3. On or about February 10, 2004, PLAINTIFF leased, with an option to buy, a **2004 FORD FREESTAR** that DEFENDANT manufactured and warranted, bearing the Vehicle Identification Number 2FMZA58244BA72942 (hereinafter the “Vehicle”).
4. The Vehicle was purchased in Michigan and is registered in Michigan.
5. The price of the Vehicle at the time of acquisition was approximately **\$33,736.23**, and PLAINTIFF’S total lease payments over this 35 month lease are \$15,296.40. PLAINTIFF also put down an additional \$5,747.90 at the time of acquisition.
6. The Vehicle has had numerous problems, defects and issues since acquisition, forcing PLAINTIFF to seek numerous repair attempts on the Vehicle.
7. PLAINTIFF states that as a result of the ineffective repair attempts made by DEFENDANT, through its authorized dealer(s) and agent(s), the Vehicle cannot be utilized for the purposes intended by PLAINTIFF at the time of acquisition and hence, the Vehicle is worthless and/or substantially impaired.
8. In consideration for the purchase of the above Vehicle, DEFENDANT issued to PLAINTIFF one or more written warranties on particular items.
9. The Vehicle was also covered by one or more implied warranties at the time of acquisition.
10. PLAINTIFF notified the DEFENDANT, and/or its authorized dealer(s) and agent(s), on one or more occasions, and/or formally notified the DEFENDANT by letter, of



PLAINTIFF's present intention to revoke acceptance of the Vehicle. PLAINTIFF also requested the return of all funds paid toward the Vehicle.

11. PLAINTIFF seeks damages in excess of \$25,000, and/or equitable relief in the form of revocation and rescission, invoking the jurisdiction of Circuit Court.

**COUNT I: VIOLATION OF THE  
MICHIGAN LEMON LAW**

12. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
13. The **MICHIGAN NEW MOTOR VEHICLE WARRANTIES ACT** is codified at MCL §257.1401 *et. seq.* and is commonly known as, and will hereinafter be referred to as, the "LEMON LAW."
14. PLAINTIFF is a "Consumer" as defined by the Lemon Law §257.1401(a).
15. DEFENDANT is a "Manufacturer" as defined by the Lemon Law §257.1401(b).
16. The Vehicle is a "New Motor Vehicle" under the Lemon Law §257.1401(g).
17. PLAINTIFF purchased the Vehicle from, and/or had it serviced at, the DEFENDANT's "New Motor Vehicle Dealer" as that term is used in the Lemon Law §257.1401(h).
18. PLAINTIFF reported one or more "Defects or Conditions" to the DEFENDANT, and to its authorized dealer(s) and/or agent(s), during the time required by the Lemon Law §257.1402.
19. The Vehicle has been out of service because of repairs for more than 30 days and/or has been subject to four or more repair attempts for the same defect or condition which continues to exist, satisfying the requirements of the Lemon Law §257.1403.

20. After PLAINTIFF notified the DEFENDANT, via return receipt service, of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the DEFENDANT failed to instruct PLAINTIFF as to where to deliver the vehicle or failed to repair the vehicle.
21. If DEFENDANT maintains a qualified Informal Dispute Resolution Mechanism, PLAINTIFF has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by the Lemon Law §257.1405.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The “purchase price” of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Lease Contract; and
- c. Costs, including expert witness fees and reasonable attorney’s fees; and
- d. For such other relief as this court deems just and proper.

**COUNT II: VIOLATION OF THE  
FEDERAL TRADE COMMISSION WARRANTY ACT (“MAGNUSON-MOSS”)**

22. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
23. The **FEDERAL TRADE COMMISSION WARRANTY ACT** is codified at 15 U.S.C. §2300 *et. seq.* and is commonly known as, and will hereinafter be referred to as, the “MAG-MOSS ACT.”
24. PLAINTIFF is a “Consumer” as defined by the MAG-MOSS ACT §2301(3).
25. DEFENDANT is a “Supplier” and a “Warrantor” as defined by the MAG-MOSS ACT §§2301(4) & (5).

26. The Vehicle is a “Consumer Product” as defined by the MAG-MOSS ACT §2301(1).
27. One or more of the warranties DEFENDANT gave to PLAINTIFF was a “Written Warranty” as defined by the MAG-MOSS ACT §2301(6), and/or a “Service Contract” as defined by the MAG-MOSS ACT §2301(8).
28. DEFENDANT, through its authorized dealer(s) and/or agent(s), has been unable, unwilling, and/or has refused to conform the Vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
29. PLAINTIFF states that DEFENDANT has been afforded a reasonable opportunity to cure the Vehicle’s nonconformities pursuant to the MAG-MOSS ACT §2310 (e).
30. The MAG-MOSS ACT §2310 (d) (1) provides:

“...Subject to subsections(a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty or service contract, may bring suit for damages and other legal and equitable relief...”
31. As a direct and proximate result of DEFENDANT’s failure to comply with its own express written and implied warranties, and with Federal and State law, PLAINTIFF has been damaged, and continues to suffer damages.
32. If DEFENDANT maintains a qualified Informal Dispute Resolution Mechanism, PLAINTIFF has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by the MAG-MOSS ACT §2310 (a) and rules promulgated thereunder.
33. Pursuant to the MAG-MOSS ACT §2310 (d)(2), PLAINTIFF seeks all Costs, including Attorney’s fees and expert witness fees.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The “purchase price” of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney’s fees; and
- d. For such other relief as this court deems just and proper.

**COUNT III: VIOLATION OF THE  
MICHIGAN UNIFORM COMMERCIAL CODE**

34. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
35. The **MICHIGAN UNIFORM COMMERCIAL CODE** is codified at MCL §440 *et. seq.* and is another set of laws that governs this case.
36. The defects and/or conditions exhibited by the Vehicle constitute DEFENDANT’s breach of its contractual and statutory obligations to PLAINTIFF, 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.
37. At the time of delivery of the Vehicle to the PLAINTIFF and at all times subsequent hereto, PLAINTIFF has justifiably relied on DEFENDANT’s express and implied warranties, obligations and representations with regard to the Vehicle.
38. 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.

39. PLAINTIFF discovered that the Vehicle had defects and problems only AFTER PLAINTIFF purchased the Vehicle.
40. PLAINTIFF has provided the DEFENDANT with sufficient opportunities to repair or replace the Vehicle.
41. DEFENDANT, and/or its authorized dealer(s) and agent(s), has failed to adequately repair the Vehicle and/or has not repaired the Vehicle in a timely fashion, and the Vehicle remains in a defective condition.
42. PLAINTIFF has incurred damages as a direct and proximate result of the failure of the essential purpose of DEFENDANT's express and implied warranties, obligations, and representations with regard to the Vehicle.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper.

**COUNT IV: VIOLATION OF  
MICHIGAN CONSUMER PROTECTION ACT**

43. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
44. The MICHIGAN CONSUMER PROTECTION ACT is codified at MCL §445.901 *et. seq.* is commonly known as, and will hereinafter be referred to as, the "CPA."
45. PLAINTIFF is a "Person" within the meaning of the CPA §445.902(c).
46. DEFENDANT is engaged in "Trade or Commerce" as defined in the CPA §445.902(d).

47. DEFENDANT has engaged in unlawful, unfair, unconscionable or deceptive methods, acts or practices in violation of the CPA, including but not limited to:

(a) DEFENDANT has represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status affiliation, or connection that he does not have.

(b) DEFENDANT has represented 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.

(c) DEFENDANT has disclaimed the implied warranty of merchantability and fitness for use, unless a disclaimer is clearly and conspicuously disclosed.

(d) DEFENDANT has made gross discrepancies to the PLAINTIFF between the oral representations and written agreements covering the same transaction relative to the Vehicle and the DEFENDANT failed to provide the promised benefits to PLAINTIFF with regard thereto.

(e) DEFENDANT has failed to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper.

**COUNT V: BREACH OF CONTRACT**

48. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
49. PLAINTIFF considered DEFENDANT's express and implied warranties material to her decision to purchase the Vehicle at issue in this case.
50. DEFENDANT's express and implied warranties were material provisions of the contract PLAINTIFF signed for the purchase of the Vehicle.
51. PLAINTIFF has performed all of her obligations and duties under the contract she signed to purchase the Vehicle.
52. DEFENDANT has breached its contractual obligations to PLAINTIFF by not performing required repairs to the Vehicle, or by not replacing the Vehicle.
53. PLAINTIFF has suffered damages as a result of DEFENDANT'S breach of contract;
54. PLAINTIFF has mitigated her damages as much as possible;
55. DEFENDANT's breach of its warranties is a foreseeable consequence of PLAINTIFF'S damages.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper

WHEREFORE, PLAINTIFF respectfully prays for the following:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and

- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper

**Dated: October 18, 2006**

**Respectfully submitted by:**

**KAHN & ASSOCIATES, L.L.C.**



---

MATTHEW M. OLIVERI (P68354)  
22260 Haggerty Road, Suite 250  
Northville, MI 48167  
Phone: (888-536-6671)  
Fax: (888-868-6671)

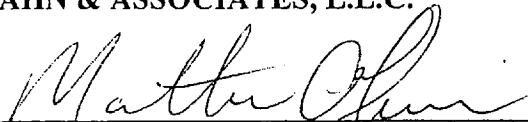


**JURY TRIAL**

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

**Dated: October 18, 2006**

**KAHN & ASSOCIATES, L.L.C.**



MATTHEW M. OLIVERI (P68354)

22260 Haggerty Road, Suite 250

Northville, MI 48167

Phone: (888-536-6671)

Fax: (888-868-6671)



**KAHN & ASSOCIATES, L.L.C.**  
ATTORNEYS AT LAW

55 Public Square • Suite 650 • Cleveland Ohio 44113

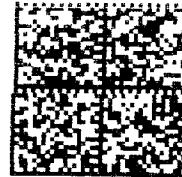
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Dearborn, Michigan 48126

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All Action Details for Issue

[Print](#)

VIN: 2FMZA58244B [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 33302 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 08/24/2006 Action Time: 16.00.23.494 Action Data: No

Comments NEW CASE: FRD0659596. REPRESENTED BY J. DANIEL SCHARVILLE OF KAHN & ASSOCIATES.  
PROBLEMS: DEFECTIVE ENGINE,DEFECTIVE ELECTRICAL SYSTEM,DEFECTIVE HVAC SYSTEM.

Action: OPEN - CABBB CASE ELIGIBLE  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 33302 MI Comm Type: MAIL  
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25  
Action Date: 08/24/2006 Action Time: 16.00.28.973 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM  
Odometer: 33302 MI Comm Type: OUTBOUND EMAIL-  
OTHER  
Analyst Name: CASE, BETH (B.A.) Analyst: BCASE1  
Action Date: 08/25/2006 Action Time: 10.56.30.275 Action Data: No

Comments ZM AND DEALER REPORT SENT.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 33302 MI Comm Type: MAIL  
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25  
Action Date: 09/11/2006 Action Time: 16.00.33.162 Action Data: No

Comments HEARING SCHEDULED ON 09/26/06 AT 10:00 AM

Action: ARBITRATION DECISION-DENIAL  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 33302 MI Comm Type: MAIL  
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25  
Action Date: 10/05/2006 Action Time: 16.00.34.321 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

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**Action:** ASSUMED REJECTION OF DECISION

**Dealer:** 02709 TOM HOLZERFORD, INC.

**Origin Desc:** BETTER BUSINESS BUREAU

**Odometer:** 33302 MI

**Comm Type:** MAIL

**Analyst Name:** PATTERSON, DONNA

**Analyst:** D-PATT25

**Action Date:** 10/20/2006

**Action Time:** 11.00.20.098 **Action Data:** Yes

**Comments** DATE OF REJECTION 10/20/06 ARBITRATED RESULTING IN A DENIAL

**Data Element Name**

**Data Value**

-----  
DATE OF REJECTION

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10/20/06

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All Action Details for Issue

[Print](#)

VIN: 2FMZA58244B [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
 Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
 Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP 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 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Dealer: 02709 TOM HOLZERFORD, INC.  
 Odometer: 33302 MI Comm Type: INBOUND MAIL-OTHER  
 Analyst Name: LEICH, CHERIE Analyst: CLEICH  
 Action Date: 08/24/2006 Action Time: 11.57.53.696 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 8-24-06. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR ENGINE, ELECTRICAL AND HVAC CONCERNS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KAHN & ASSOCIATES
ATTORNEY NAME	J. DANIEL SCHARVILLE
ATTORNEY PHONE NUMBER	2166216101
ANALYST ID	MKLEMMER

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 02709 TOM HOLZERFORD, INC.  
 Odometer: 33302 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: KLEMMER Analyst: MKLEMMER  
 MARCIE  
 Action Date: 08/25/2006 Action Time: 10.20.33.069 Action Data: No

Comments ,

Action: CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 02709 TOM HOLZERFORD, INC.  
 Odometer: 33302 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: KLEMMER Analyst: MKLEMMER  
 MARCIE  
 Action Date: 08/25/2006 Action Time: 14.16.50.560 Action Data: No

Comments PENDING BBB CASE.

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: CLUTCH FUNCTION Primary Phone: [REDACTED]  
Reason Desc: DRP-LEASE TERMINATION REQUEST Secondary Phone: [REDACTED]  
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CANCEL

Action: OPEN - PENDING ELIGIBILITY  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 07/24/2006 Action Time: 16.00.23.310 Action Data: No

Comments NEW CASE: FRD0654937. PROBLEMS: TRANS FUNCTION VEH WOULDNT MOVE.

Action: OPEN - CABBB CASE ELIGIBLE  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 07/25/2006 Action Time: 11.00.26.439 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 32000 MI Comm Type: EMAIL  
Analyst Name: DAVIS,RUTH Analyst: RDAVIS96  
Action Date: 07/25/2006 Action Time: 11.21.17.360 Action Data: No

Comments SENT EMAIL

Action: OPEN - CABBB CASE ELIGIBLE  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 07/28/2006 Action Time: 16.04.08.296 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 32000 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 08/10/2006 Action Time: 16.00.33.424 Action Data: No

Comments CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: AUTO TRANS NO ENGAGEMENT Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 07/24/2006

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 31861 MI Comm Type: PHONE  
Analyst Name: ROLANDO GARCIA (RGARC131) Analyst: RGARC131  
Action Date: 07/10/2006 Action Time: 08.38.52.890 Action Data: No

Comments CUSTOMER SAID: -CUST SAYS THAT HE LEASED THIS VEHICLE IN 2004.-SAYS THAT THE VEHICLE HAS DEVELOPED A TRANSMISSION PROBLEM.-CUST SAYS THAT THE CAR DOES NOT MOVE.-SAYS THAT HE WROTE A LETTER IN 2005 AND HE NEVER RECEIVED ANYTHING FROM FORD.-CUST SAYS THAT RECENTLY THE PROBLEM OCCURRED AGAIN.-SAYS THAT HE TOOK IT TO PLEASANT FORD TO HAVE IT REPAIRED.-CUST SAYS THAT HE HAS NO CONFIDENCE IN THIS VEHICLE WANTS TO HAVE FORD REPLACE IT.-WANTS FORD TO CANCEL HIS LEASE AGREEMENT.DEALER SAID: -NONETOM HOLZER FORD39300 WEST TEN MILE FARMINGTON HILLS, MI 48335TEL: (248) 474-1234CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR MARKET TEAM. YOU WILL BE CONTACTED BY A FORD REPRESENTATIVE 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 DLR.- VERIFIED BY SM DEAN SHORT THAT THERE HAS BEEN 3 REPAIR ATTEMPTS ON THE TRANSMISSION.-SM SAYS THAT HE IS GOING TO CONTACT HIS REP TODAY OR TOMORROW REGARDING THIS ISSUE TO SEE WHAT WILL BE POSSIBLE TO DO.-ADVISED CUST HE SHOULD RECEIVE CALLBACK IN 2-5 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 31861 MI Comm Type: PHONE  
Analyst Name: COREEN O'KEEFE (COKEEFE5) Analyst: COKEEFE5  
Action Date: 07/24/2006 Action Time: 08.44.42.650 Action Data: No

Comments 1ST LEVEL ESCALATION TL COREEN 1203\*\*\*IBC CUST\*\*\*--ADVISE CRC POSITION IN VEH REPLACEMENT REQUESTS--ADVISE WILL RE-ESCALATE FOR CUST AND CALL BACK BY COB 7/28 IF NO ONE HAS BEEN IN CONTACT WITH HIM,

Action: AWA P01 OFFER - ACCEPTED BY CUSTOMER  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 31861 MI Comm Type: OTHER  
Analyst Name: BRIAN BREWER (BBREWER1) Analyst: BBREWER1  
Action Date: 07/24/2006 Action Time: 11.53.09.700 Action Data: No

Comments ZM WILL MEET WITH CUSTOMER AT DEALERSHIP TODAY TO DISCUSS GOODWILL ASSISTANCE TOWARD RESTORING FAITH IN VEHICLE. VEHICLE CURRENTLY REPAIRED.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 31861 MI Comm Type: PHONE  
Analyst Name: COREEN O'KEEFE (COKEEFE5) Analyst: COKEEFE5  
Action Date: 07/24/2006 Action Time: 13.28.04.144 Action Data: No

**Comments --ZM TO MEET WITH CUST. NO FURTHER F/U REQUIRED FROM CRC**

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All Action Details for Issue

[Print](#)

VIN: 2FMZA58244B [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CALLBACK ESCALATION - 1ST -REGION Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: 1ST - CALLBACK ESCALATION TO TEAM LEADER

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 32000 MI

Comm Type: PHONE

Analyst Name: ARNOLDI (RARNOL27),RANDAL

Analyst: RARNOL27

Action Date: 07/24/2006

Action Time: 08.36.51.165 Action Data: No

Comments CUSTOMER SAID: -CUST IS CALLING BECAUSE NO ONE HAS CALLED HIM BACK ON HIS VEH  
REPLACEMENT REQUEST DEALER SAID: TOM HOLZER FORD 39300 WEST TEN MILE FARMINGTON HILLS, MI  
48335 TEL: (248) 474-1234-NONECRC ADVISED: I APOLOGIZE THAT WE HAVE NOT MET YOUR EXPECTATION.  
PLEASE HOLD WHILE I ESCALATE YOU TO MY MANAGER.\*\*\*\*\*-ADVISED CUST AS TO  
ABOVE AND CONTACTED TL COREEN AND TRANSFERRED THE CALL

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All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUSTOMER FOCUS - MAILED HALLMARK CARD  
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR  
Odometer: 1 MI Comm Type: MAIL  
Analyst Name: HARBAJAN TRICIA Analyst: THARBAJA  
Action Date: 09/09/2005 Action Time: 19.11.31.671 Action Data: No

Comments CUSTOMER SAID: LETTER DATED AUG 29/05=VEH HAS DEVELOPED 2 MAJOR PROBLEMS CONCERNING WHEEL NOISE AND FAULTY TRANSMISSION=WHEEL NOISE WAS FIXED BY TOM HOLZER WHEN THEY HAD CHANGED THE BEARING=VEH HAS BEEN TO DLRSH 3 TIMES FOR TRANSMISSION CONCERN=SEEKING VEH REPLACED BY FMCCRC ADVISED: CUSTOMER FOCUS - MAILED HALLMARK CARD AS THERE WAS NO ANSWER OR VOICEMAIL

Action: CUSTOMER FOCUS - LEFT MESSAGE TO CALLBACK  
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR  
Odometer: 1 MI Comm Type: SURVEY  
Analyst Name: HILL CHRISTOPHER Analyst: CHILL79  
SCOTT  
Action Date: 11/18/2005 Action Time: 18.15.29.895 Action Data: No

Comments CUSTOMER SAID: 1-1H30-6611/16/2005-VP SURVEY -CUST TOOK VEH TO TOM HOLZER FORD 3 TIMES FOR SAME ISSUE WHICH STILL EXISTS -CUST SEEKING RESOLUTIONDEALER SAID: -NONECRC ADVISED: CUSTOMER FOCUS - LEFT MESSAGE TO CALLBACK

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All Action Details for Issue

[Print](#)

VIN: 2FMZA58244B [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CORRESPONDENCE - WORK IN PROGRESS Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUSTOMER FOCUS - WIP  
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR  
Odometer: 1 MI Comm Type: MAIL  
Analyst Name: HARBAJAN TRICIA Analyst: THARBAJA  
Action Date: 09/09/2005 Action Time: 19.08.36.222 Action Data: No

Comments CUSTOMER SAID: LETTER DATED AUG 29/05=VEH HAS DEVELOPED 2 MAJOR PROBLEMS CONCERNING WHEEL NOISE AND FAULTY TRANSMISSION=WHEEL NOISE WAS FIXED BY TOM HOLZER WHEN THEY HAD CHANGED THE BEARING=VEH HAS BEEN TO DLRSH 3 TIMES FOR TRANSMISSION CONCERN=SEEKING VEH REPLACED BY FMCCRC ADVISED: CUSTOMER FOCUS - WIP

Action: CUSTOMER FOCUS - WIP  
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR  
Odometer: 1 MI Comm Type: SURVEY  
Analyst Name: MANJOO DEREK Analyst: DMANJOO1  
Action Date: 11/16/2005 Action Time: 22.50.24.856 Action Data: No

Comments CUSTOMER SAID: -VP SURVEY -CUST TOOK VEH TO TOM HOLZER FORD 3 TIMES FOR SAME ISSUE WHICH STILL EXISTS -CUST SEEKING RESOLUTIONCRC ADVISED: CUSTOMER FOCUS - WIP

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All Action Details for Issue

[Print](#)

VIN: 2FMZA58244B [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
 Name: [REDACTED] Owner Status: Original WSD: 2004-02-10  
 Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: RENTAL/LOANER - RENTAL/LOANER REQUEST Secondary Phone: [REDACTED]  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 09/02/2005

Action: PROVIDE CUST WITH APPROPRIATE RESPONSE  
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 22000 MI Comm Type: PHONE  
 Analyst Name: EBANKS SHELENE Analyst: SEBANKS  
 Action Date: 08/26/2005 Action Time: 16.28.31.528 Action Data: No

Comments CUSTOMER SAID: -LATELY VEH BACK 3 TIMES FOR PROBLEM WITH TRANY-THIS MORNING VEH TOWED TO DLR-DLR ADVISED LOANER AVAILABLE FOR ONLY 3 DAYS-FEELS SHOULD HAVE VEH FOR ENTIRE TIME VEH WITH DLR-WANTS TO KNOW WHAT CAN BE DONE FOR RENTAL VEH-VEH WAS ONLY AT DLR 2/3 DAYS EARLIER AND WAS REPAIRED AND NOW ITS TRANY-NOTICED VEH WOULDNT VEH WHEN PRESS ACCELERATOR/NO ACCELERATIONDEALER SAID: SELLING DLRTOM HOLZER FORD39300 WEST TEN MILEFARMINGTON HILLS, MI 48335TEL: (248) 474-1234-SPOKE WITH TOM/PATRICK-NO TITLE-DLR ADVISED LOANER IS FOR 3 DAYS ONLY SO WILL BE OVER ON MONDAY AND WONT GET TO VEH UNTIL MON/TUES- POSSIBLY TRANY PROBLEMCRC ADVISED: I WOULD LIKE TO RESEARCH THIS SITUATION FURTHER ON YOUR BEHALF TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION. IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU?-OBC TO DLR-SPOKE WITH DEAN S/M-DEAN EXPLAINED WILL CALL BACK ONCE KNOWS LENGTH OF REPAIR/ETC RE RENTAL-CRC PROVIDED CALL BACK #/EXT-CRC ADVISED CUST THAT HAS 3 DAYS RENTAL AND THAT ADDITIONAL RENTAL COVERAGE ISNT MANDATORY AS CUST STATED IS FORDS RESPONSIBILITY/EXPLAINED RENTAL CARE ESP-CRC ALSO EXPLAINED THAT IF ASSISTING WILL BE REIMBURSEMENT THEREFORE CUST WILL BE PAYING UPFRONT AS CUST STATED WANTED TO BE CONTACTED SOONER-WILL FOLLOW UP ON TUES AUG 30 BETWEEN 3-4PM EST AT [REDACTED]

Action: OUTBOUND CALL TO DEALER  
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: MANUAL - PHONE CSR  
 Odometer: 22000 MI Comm Type: PHONE  
 Analyst Name: EBANKS SHELENE Analyst: SEBANKS  
 Action Date: 08/30/2005 Action Time: 15.10.21.279 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
SANDRA		HARMS		OTHER

Comments CRC ADVISED: -OBC TO DLR-SPOKE WITH DEAN S/M-DEAN EXPLAINED THAT NEED TO LOOK INTO AND CALL ME BACK/LEAVE MESSAGE

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER  
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: MANUAL - PHONE CSR  
 Odometer: 22000 MI Comm Type: PHONE  
 Analyst Name: EBANKS SHELENE Analyst: SEBANKS  
 Action Date: 08/30/2005 Action Time: 17.00.11.166 Action Data: No

Comments CRC ADVISED: -OBC TO CUST AT 3132227320-LEFT MESSAGE ADVISING CONTINUING TO LOOK INTO AND WILL CALL BACK TOMORROW BETWEEN 3-4PM EST

---

**Action:** FORD COVERED REPAIR MADE - WARRANTY

**Dealer:** 02709 TOM HOLZERFORD, INC.

**Origin Desc:** DEALER

**Odometer:** 22000 MI

**Comm Type:** VISIT

**Analyst Name:** DEAN SHORT

**Analyst:** D-SHORT5

**Action Date:** 09/22/2005

**Action Time:** 12.09.05.380

**Action Data:** No

**Comments** CUSTOMER HAD CONTACTED CAC WE GAVE CUSTOMER 3 DAY LOANER AS GOODWILL TOWARD S  
REPAIRS ADVISE ANY QUESTIONS CALL 248-615-2283

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All Action Details for Issue

Print

VIN: 2FMZA58244B [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385  
Name [REDACTED] Owner Status: Original WSD: 2004-02-10  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 09/14/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 22000 MI Comm Type: PHONE  
Analyst Name: HAINSEL ,PAMELA Analyst: PHAINSEL  
Action Date: 09/14/2005 Action Time: 09.48.22.624 Action Data: No

Comments CUSTOMER SAID: -WANTS TO KNOW WHY HE WAS NOT CALLED BACK -THE POSTCARD IMPLIED THAT SEVERAL ATTEMPTS HAD BEEN MADE TO CONTACT CUST AND ONLY ONE TIME HAS AN ATTEMPT BEEN MADE TO REACH HIM-WANTS REPLACEMENT VEHDEALER SAID: -NONETOM HOLZER FORD39300 WEST TEN MILEFARMINGTON HILLS, MI 48335TEL: (248) 474-1234CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS AND VEHICLE REPLACEMENT REQUEST TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. 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.\*\*\*\*\*ADVISED CUST OF ABOVE

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 22000 MI Comm Type: PHONE  
Analyst Name: BRIAN BREWER (BBREWER1) Analyst: BBREWER1  
Action Date: 09/14/2005 Action Time: 12.35.25.515 Action Data: No

Comments ZM SPOKE TO CUSTOMER AT SECONDARY PHONE NUMBER AND ADVISED THAT IT IS FORD MOTOR POLICY TO REPAIR VEHICLES UNDER WARRANTY, NOT REPLACE. CONFIRMED WITH SM AT DEALERSHIP THAT THE REPAIR IS COMPLETE AND VEHICLE HAS BEEN RETURNED TO CUSTOMER.

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