



BEGINNING OF CONTACT

01/24/2004

MASTER OWNER RELATIONS SYSTEM III

05.41.22

=====

REGION: 53 KANSAS CITY	INQUIRY ISSUE	CASE NBR: 0475320234
VIN: 1FMZU73E22Z [REDACTED]	ZONE: C1	OPENED: 01/23/2004
	ENGINE: E	VEH TYPE: T
		CLOSED: 01/23/2004

=====

LAST NAME: [REDACTED]		STATUS: CLOSED
TITLE: [REDACTED]	FIRST NAME: [REDACTED]	MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: WICHITA	STATE: KS	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2002	MODEL: EXPLORER XLT 4X4 4-DR	
MILEAGE: 60000		
DEALER NAME: RUSTY ECK FORD, INC	SALES CODE: F53201	P & A: 05319
REASON CODE: 0703 LEGAL - ALLEGED SERIOUS INJURY		
SYMPTOMS: 503350 A/T ENGAGEMENT SHIFT LVR/LINK. INOPERATIVE		

-----

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: YMAKDA  
ACTION DATA/COMMENTS:

2004/01/23

13.12.04 ECK FORD INC 7310 EAST KELLOGG WICHITA, KS 67207CRC ADVISED:  
- I WILL FORWARD THIS INFORMATION TO OUR FORD LEGAL DEPARTM  
ENT. SOMEBODY WILL CONTACT YOU IN 7- 10 BUSINESS DAYS. CUST  
WAS ADVISED BASED ON THE ABOVE DOCUMENTATION

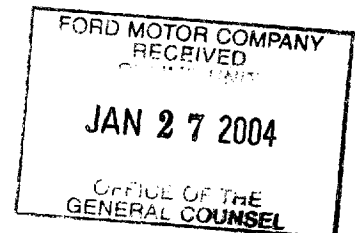
-----

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: YMAKDA  
ACTION DATA/COMMENTS:

13.23.43 ECK FORD INC 7310 EAST KELLOGG WICHITA, KS 67207 CUST CLAIM  
S SHE WENT TO DLR ON DEC 11/03 AND ASKED FOR A NEW CAR, IT W  
ENT ON FOR ABOUT 3 WEEKS, DLR DID NOT HAVE A USED VEH THAT  
WAS COMPARABLE TO HER VEH THEY GOT HER A NEW VEH, BUT THE PA  
YMENT WAS 900 DOLOR'S OVER 2-6YRS,CRC ADVISED: - I WILL FORW  
ARD THIS INFORMATION TO OUR FORD LEGAL DEPARTMENT. SOMEBODY  
WILL CONTACT YOU IN 7- 10 BUSINESS DAYS.  
CUSTOMER SAID: CUST STATED PURCHASED VEH MAY/03 WITHIN 80 DA  
Y'S, TRANSMISSION WENT OUT ON IT, AND IT WAS REPLACED UNDER  
HER ESP ABOUT 3 MONTHS LATER, THE VEH RUN OVER HER SHE HAD T  
HOUGHT VEH WAS IN PARK, BENT IN TO TURN IT OFF, BUT VEH ROLL  
ED BACK AND KNOCKED HER DOWN CHIPPED HER KNEE, HAD SCRAPED H  
ER HAND AND FACE, THE TIRES MISSED HER BY INCHES AS THE DOOR  
KNOCKED HER DOWN, SHE STILL HAS SCARS 2700 DOLOR'S IN X-RAY  
S, FOR HER INJURIES, ALL THIS TIME SHE THOUGHT IT WAS HER FA  
ULT, SO SHE DID NOT CONTACT HER INSURANCE COMPANY OR THE POL  
ICE THEN IN DEC SOMEONE ELSE WAS DRIVING THE CAR AND SHE WAS  
IN THE PASSENGER SIDE SEAT, VEH WAS IN PARK BUT VEH STARTED  
ROLLING BACK, THEY TRIED THIS ONCE MORE, AND ON THE THIRD T  
RY THEY EVEN PUT ON THE EMERGENCY BRAKE, BUT IT ROLLED BACK  
WILL BE CONTACTING HER INSURANCE COMPANYDEALER SAID: RUSTY

CONSUMER AFFAIRS

01/24/2004 MMFAXPRG



All Action Details for Issue

[Print](#)

VIN: 1FMZU73E22Z [REDACTED] Year: 2002 Model: EXPLORER Case: 475320234  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2001-06-24  
 Symptom Desc: AUTO TRANS NO ENGAGEMENT UNINTEND MVMNT 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: 05319 RUSTY ECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Odometer: 1 MI Comm Type: MAIL  
 Analyst Name: LEICH,CHERIE Analyst: CLEICH  
 Action Date: 03/16/2005 Action Time: 16.30.21.902 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 3-16-05. ATTORNEY ALLEGES CLIENT'S ROLLED BACKWARD OVER HIS CLIENT AFTER BEING PLACED IN PARKATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	LAW OFFICE OF GERLAD W. SCOTT & MARK A.
ATTORNEY NAME	MARK A. SCOTT
ATTORNEY PHONE NUMBER	3162655221
ANALYST ID	TROQUEMO

Action: MAKE OUTBOUND CALL TO ATTORNEY

Dealer: 05319 RUSTY ECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 61456 MI Comm Type: PHONE  
 Analyst Name: TANYA ROQUEMORE (TROQUEMO) Analyst: TROQUEMO  
 Action Date: 03/17/2005 Action Time: 12.10.35.431 Action Data: No

Comments LPA ACK BY TELEPHONE. SPOKE WITH ATTORNEY.

Action: INFORMATIONAL CALL/FAX

Dealer: 05319 RUSTY ECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 61456 MI Comm Type: PHONE  
 Analyst Name: TANYA ROQUEMORE (TROQUEMO) Analyst: TROQUEMO  
 Action Date: 03/17/2005 Action Time: 12.12.20.618 Action Data: No

Comments ATTORNEY/CLIENT IS SEEKING PERSONAL INJURY, CUSTOMER HAS BEGUN GOING TO DOCTOR AND IT WILL BE A WHILE BEFORE ANY DOCUMENTATION IS SUBMITTED. CUSTOMER IS ALSO SEEKING VEHICLE BUYBACK/BUYOUT. LPA SENDING BY FAX PERSONAL INJURY LETTER TO ATTORNEY.

Action: INFORMATIONAL CALL/FAX

Dealer: 05319 RUSTY ECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION

**Odometer:** 61456 MI  
**Analyst Name:** TANYA ROQUEMORE (TROQUEMO)  
**Action Date:** 03/17/2005

**Comm Type:** PHONE  
**Analyst:** TROQUEMO  
**Action Time:** 12.31.37.248

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** LPA LEFT V-MESSAGE FOR SA TO CALL BACK WITH INFORMATION.

---

**Action:** CREATE CLOSED INFO CONTACT  
**Dealer:** 05319 RUSTY ECK FORD, INC.

**Odometer:** 61456 MI  
**Analyst Name:** TANYA ROQUEMORE (TROQUEMO)  
**Action Date:** 03/21/2005

**Comm Type:** OTHER  
**Analyst:** TROQUEMO  
**Action Time:** 15.42.08.294

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** CREATING CLOSED CONTACT, WAITING FOR DOCUMENTATION FROM CUSTOMER'S ATTORNEY REGARDING PERSONAL INJURY CLAIM. VEHICLE BEYOND BTB WARRANTY.

---

Ford Confidential

## All Action Details for Issue

[Print](#)

VIN: 1FMZU73E22Z [REDACTED] Year: 2002 Model: EXPLORER Case: 475320234  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2001-06-24  
 Symptom Desc: PARKING BRAKE INOP/INEFFECTIVE Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: INJURY; ADVISE CUST INFORMATION WILL BE FORWARDED TO CONSUMER AFF  
 Dealer: 05319 RUSTY ECK FORD, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 60000 MI Comm Type: PHONE  
 Analyst Name: ANNE SULLIVAN Analyst: ASULLIVA  
 Action Date: 02/16/2004 Action Time: 13.18.15.645 Action Data: No

Comments CUSTOMER SAYS: - CALLED JAN 23/04 TO REPORT ACCIDENT - NEVER RECEIVED CALL BACK AS PROMISED - IN AUG/03 PARKING BRAKE FAILED AND VEH RAN OVER CUST - VEH AT DLR SINCE DEC 11/04 - CUST AFRAID TO DRIVE VEH - CUST LAST SPOKE TO DLR IN JAN/04 - CUST DOES NOT WANT VEH BACK - STATES VEH IS DANGEROUS - CUST HAS INJURIES AND PAIN FROM INCIDENT - CUST SEEKING TO FILE PERSONAL INJURY CLAIM AGAINST FORD MOTOR COMPANY - INJURIES SUSTAINED TO FOREHEAD, HAND, ELBOW, AND KNEE - IN AUG/03 THE VEH RUN OVER HER SHE HAD THOUGHT VEH WAS IN PARK, BENT IN TO TURN IT OFF, BUT VEH ROLLED BACK AND KNOCKED HER DOWN CHIPPED HER KNEE, HAD SCRAPED HER HAND AND FACE, THE TIRES MISSED HER BY INCHES AS THE DOOR KNOCKED HER DOWN, SHE STILL HAS SCARS 2700 DOLOR'S IN X-RAYS - CUST THOUGHT WAS HER FAULT, SO DID NOT CONTACT INSURANCE CO. OR POLICE - THEN IN DEC/03 SOMEONE ELSE WAS DRIVING AND CUST IN PASSENGER SEAT, VEH WAS IN PARK BUT STARTED ROLLING BACK - CUST TRIED THIS ONCE MORE, AND ON THE THIRD TRY THEY EVEN PUT ON THE EMERGENCY BRAKE, BUT IT ROLLED BACK - CUST STATES WILL BE CONTACTING HER INSURANCE CO. - CUST STATES WAS NOT TREATED WELL BY DLR RUSTY ECK DLR OVER INCIDENT - BEST TIME TO CALL CUST IS AT CELL PHONE [REDACTED] DURING BUSINESS HOURS (ESPECIALLY EARLY MORNING) PER CUSTOMER, DEALER SAYS: - RUSTY ECK FORD - SELLING AND SERVICING DLR - CRM - TOLD CUST THEY WERE ADVISED NOT TO SPEAK TO CUST CAC ADVISED: - THIS INFORMATION WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS.

===== - AS PER LCSR RATNA ADVISED CUST WILL PUT CUST ISSUE IN FOLLOW UP LOG TO MAKE SURE CUST HAS BEEN CONTACTED - IF NOT ADVISED CUST WILL FOLLOW UP WED FEB 25/04 BEFORE 6 PM EST AT CELL NUMBER [REDACTED] INFERENCE CASE ID: 5341

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 05319 RUSTY ECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 60000 MI Comm Type: PHONE  
 Analyst Name: VALMA SANDERS (VSANDERS) Analyst: VSANDERS  
 Action Date: 02/16/2004 Action Time: 14.32.57.898 Action Data: Yes

Comments LPA SPOKE WITH THE CUSTOMER SAYS UNIT IS AT DEALERSHIP..SOMEONE ELSE WAS DRIVING THE UNIT AND IT ROLLED BACKWARDS..SAID WANTS A NEW UNIT..DOES NOT KNOW IF SHE WANTS TO FILE AN INJURY CLAIM..LPA ADVISED THERE IS AN ESP ON UNIT..WILL CONTACT DEALERSHIP AND RECONTACT CUSTOMER

Data Element NameData Value

CONTACT PERSON

\*

Action: INFORMATION CALL/FAX WITH DEALER

Dealer: 05319 RUSTY ECK FORD, INC.

Origin Desc: CONSUMER AFFAIRS - LITIGATION

**Odometer:** 60000 MI  
**Analyst Name:** VALMA SANDERS  
(VSANDERS)  
**Action Date:** 02/16/2004

**Comm Type:** PHONE  
**Analyst:** VSANDERS  
**Action Time:**  
15.21.12.885

**PREVENTION**  
**Action Data:** No

**Comments** LPA CALLED DEALERSHIP SPOKE WITH MICHAEL WILLIAMS IN SALES..SAID CUSTOMER BROUGHT UNIT TO DEALERSHIP TO TRADE OUT OF IT BUT DID NOT LIKE ANY OF THE TRADE DEALS AND LEFT HER UNIT THERE..WOULD NOT AUTHORIZE ANY REPAIRS..SAID DID NOT WANT UNIT ANYMORE..UNIT IS STILL THERE IF CUSTOMER WILL AUTHORIZE DIAGNOSTIC DLR WILL INSPECT THE UNIT FOR ANY CONCERNS BUT IF SHE DOES NOT GIVE AUTHORIZATION UNIT MUST BE REMOVED BY CUSTOMER

---

**Action:** REDIRECT TO OTHER  
**Dealer:** 05319 RUSTY ECK FORD, INC.

**Odometer:** 60000 MI  
**Analyst Name:** VALMA SANDERS  
(VSANDERS)  
**Action Date:** 02/16/2004

**Comm Type:** PHONE  
**Analyst:** VSANDERS  
**Action Time:**  
15.23.17.395

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION  
PREVENTION  
**Action Data:** No

**Comments** LPA SPOKE WITH CUSTOMER NOW SHE REMEMBERS THAT SHE NEVER AUTHORIZED REPAIRS..WANTS OUT OF THE UNIT..NOW SAYS SHE WANTS TO FILE AN INJURY CLAIM..LPA ADVISED WILL SEND INJURY LETTER INFO..ADVISED DIAGNOSTIC CANNOT BE PERFORMED WITHOUT CUSTOMER AUTHORIZATION..CUSTOMER HAS AN ESP..ESP GUIDELINES WILL BE FOLLOWED IF CUSTOMER GIVES PERMISSION...

---

Ford Confidential

## All Action Details for Issue

[Print](#)

VIN: 1FMZU73E22Z [REDACTED] Year: 2002 Model: EXPLORER Case: 475320234  
 Name: [REDACTED] Owner Status: Subsequent WSD: 2001-06-24  
 Symptom Desc: MANUAL TRANS. GEAR JUMP-OUT MULTIPLE Primary Phone: [REDACTED]  
 Reason Desc: PRODUCT - NEGATIVE FEEDBACK Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED

Dealer:

Origin Desc: US INQUIRY CASE BASE

Odometer: 100 MI

Comm Type: PHONE

Analyst Name: ALVAREZ WALTER

Analyst: WALVARE5

Action Date: 12/17/2004

Action Time: 15.51.28.234

Action Data: No

**Comments** CUSTOMER SAID: -CUST WANTS TO VOICE NEGATIVE FEEDBACK ONLY--DOES NOT REQUEST ANY LEGAL ESCALATION--MR CAMILE KENNEY EXT 10375 THE URBAN SERVICE CENTRE IN ST. LOUIS MISSOURINEGATIVE PRODUCT FEEDBACK:-CUST BELIEVES THIS CAR TO BE UNSAFE AND DANGEROUS -ONLY 80 DAYS AFTER PURCHASE APRIL 2003 CAR WAS MAKING STRANGE SOUNDS AND SPONTANEOUSLY JUMPING , FOR NO PARTICULAR REASON, AFTER IT WAS FIXED BY DLRSHR(RUSTY ECK FORD INC 7310 EAST KELLOGGWICHITA, KS 67207) TRANSMISSION WAS CHANGED-PICKED CAR AND ON OCT 20TH 2003, -CAR WAS ON, WHEN CUST WENT OUTSIDE THE CAR REACHED FOR THE KEYS TO TURN VEH OFF AND VEH RUN CUST OVER SHE REACHED KEY TO TURNED OFF IT KNOCK THE CUST OFF AND HIT CUST IN THE HEAD, CRACKED KNEE ON THE RIGHT , LATER DEVELOPED COMPLICATION, THE CAR DID SAME THING 80 DAYS LATER DEC 9TH 2003 SOMEONE ELSE WAS DRIVING TOOK KEYS WENT TO THE HOUSE AND THE CAR STARTED GOING BACKWARDS BY ITSELF, EVEN WHEN PUT AT PARKED POSITION, CAR KEPT ROLLING EVEN WITH THE EMERGENCY BREAK WAS PULLED . FEB 2004 CUST INDICATED CAR JUMPED AGAIN ABNORMALLY AND SPONTANEOUSLY.-CUST INDICATES THE MAIN DANGER POSED BY VEH IS THE VEH MOVING FORWARD AND BACKWARD WITHOUT THE DRIVER COMMANDDEALER SAID: RUSTY ECK FORD INC 7310 EAST KELLOGGWICHITA, KS 67207FEBRUARY OR MARCH CUST TOLD CAR WAS FIXED ,JOHN MUIR SERVICE MANAGER INDICATED TO CUST THEY WOULD GIVE CUST ANOTHER VEH,JOHN MUIR SERVICE MANAGER INDICATED TO CUST THEY WOULD GIVE CUST ANOTHERCRC 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.CUST REINFORCED ABOUT THE FACT THAT FEEDBACK WILL BE TAKEN SERIOUSLY BY FMC AND THE DIFFERENT DEPARTMENTS WILL DECIDE ON THE COURSE OF ACTION THEY WILL TAKE

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZU73E22Z [REDACTED]      Year: 2002      Model: EXPLORER      Case: 475320234  
 Name: [REDACTED]      Owner Status: Subsequent      WSD: 2001-06-24  
 Symptom Desc:      Primary Phone: [REDACTED]  
 Reason Desc: MISC INQUIRY - GENERAL/OTHER      Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION      Issue Status: CLOSED

Action: AS PER TEAM LEADER      Origin Desc: MANUAL - PHONE CSR  
 Dealer:      Comm Type: PHONE  
 Odometer: 100 MI      Analyst: SYOUNG60  
 Analyst Name: STEPHEN YOUNG      Action Time: 17.30.17.126      Action Data: Yes  
 Action Date: 02/02/2005

Comments CUSTOMER SAID: - RECEIVED A CALL FROM BRENDA AT FMCC- CALLING ON BEHALF OF THE CUST- WANTED AN UPDATE ON THE STATUS OF THE VEHICLE - ADVISED HER THAT THE CUSTOMER SHOULD BE CALLING US- LEGAL DEPT HAS CONTACTED THE CUSTOMER AS PER HISTORICS- A BUY BACK REQUEST HAS ALOS BE SENT TO THE REGIONAL REP- ADVISED THE CUST FMCC REP THAT THE CUST WILL HAVE TO MAKE CONTACT WITH THE DEALER OR THE CRC

Data Element Name	Data Value
TEAM LEADER NAME	JBLAGROV

Ford Confidential

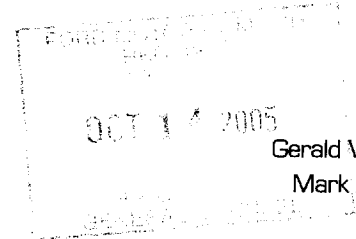




LAW OFFICE OF

*Gerald W. Scott & Mark A. Scott*

Gerald W. Scott, P.A.  
The Buttermilk Lion Building  
532 N. Market  
Wichita, Kansas 67214  
(316) 265-5221  
Fax (316) 265-2145



Gerald W. Scott  
Mark A. Scott

October 6, 2005

Office of General Counsel  
Ford Motor Company  
One American Road  
Dearborn, Michigan 48126

Re: [REDACTED] v. Rusty Eck Ford, Inc., et seq.  
Sedgwick County District Court, Case No. 05 CV 1326  
2002 Ford Explorer  
Vin 1FMZU73E22Z [REDACTED]

Dear Sir or Madam:

This firm represents [REDACTED] in regards to her injury claim and claim of defect related to her 2002 Ford Explorer.

[REDACTED] purchased the 2002 Ford Explorer, VIN 1FMZU73E22Z [REDACTED], from Rusty Eck Ford on April 27, 2003. The first date of incident with the vehicle rolling back when in park was on October 20, 2003. At the time of this incident, [REDACTED] pulled into her driveway at [REDACTED] Wichita, Kansas. [REDACTED] placed the car in park and got out of the car while it was still running. [REDACTED] walked over and spoke with a worker who wanted to show her something at the house. [REDACTED] then went back to the car, opened the driver door, reached in turning the car off and took the keys out of the ignition. The car started to roll back. [REDACTED] attempted to stop the car but the car door eventually knocked her down and then the car door went over her. [REDACTED] received injuries during this incident. Thereafter, on another occasion, the vehicle rolled back again four times in a row while parked in her driveway at her house.

At the time of the second incident that occurred on about December 9, 2003, a friend of [REDACTED] [REDACTED], drove the Ford Explorer to [REDACTED] house with [REDACTED] Upon arriving at [REDACTED]

October 6, 2005

Page 2

house, [REDACTED] parked the vehicle in her driveway and took the keys out of the ignition so he could enter [REDACTED] house. [REDACTED] house key was on the key ring with the Ford Explorer's ignition. After [REDACTED] had exited the vehicle, it started to roll backwards and [REDACTED] had to move the shifter to stop it. [REDACTED] stated they tried it three more times and the vehicle started to roll each time with the vehicle in park, even with the emergency brake on.

[REDACTED] took the vehicle to Rusty Eck Ford's service center on about December 11, 2003, and the vehicle has stayed in Rusty Eck Ford's possession ever since. In February of 2004, a Rusty Eck Ford Service person advised [REDACTED] they could find nothing wrong with the vehicle. [REDACTED] continued to make payments on her vehicle while it was in the possession of Rusty Eck Ford, Inc.

As [REDACTED] was still making payments on a vehicle that had not been in her possession since December of 2003, [REDACTED] contacted Ford Motor Credit Company in November or December of 2004 to obtain assistance in resolving her situation with the defective 2002 Ford Explorer.

In December of 2004 or January of 2005, Camelia Kenney with Ford Motor Credit Company advised [REDACTED] she did not need to continue making payments on her loan on the 2002 Ford Explorer as Ford Motor Credit Company was going to take steps to resolve the situation with the defective 2002 Ford Explorer and take possession of the vehicle.

It is [REDACTED] position that the 2002 Ford Explorer is a defective and dangerous vehicle. It is her position that she can not take steps to sell the vehicle without disclosing that the vehicle is defective and dangerous.

This matter is in litigation in Sedgwick County District Court here in Kansas, Case No. 05 CV 1326. Enclosed is a copy of the Petition, Rusty Eck Ford's Answer, Ford Motor Credit's Answer and Counterclaim, and [REDACTED] Answer to that counterclaim. I have issued a global settlement offer to Rusty Eck Ford and Ford Motor Credit. Dustin DeVaughn represents Rusty Eck Ford and he indicates that the settlement offer is reasonable but that Ford Motor Company needs to be involved in this matter. I have not filed suit against Ford Motor Company, rather, I am requesting that Ford Motor Company review this matter and step in to help resolve this matter. Mr. DeVaughn indicates that he has

October 6, 2005

Page 3

spoken with a regional manager of Ford Motor Company who believes Ford Motor Company will resolve this matter.

Enclosed is a chronology of events related to this vehicle.

In regards to [REDACTED] personal injury claim, enclosed is a copy of her medical records and expenses in my possession. Also enclosed is a detailed medical chronology and an itemization of her medical expenses. As a result of the incident on October 20, 2003, [REDACTED] received injuries to her left forehead, left hand and elbow, and her right knee. [REDACTED] has a scar on her forehead and she also has a scar on her left hand as a result of this incident. [REDACTED] also has had continued problems with her left hand, requiring the use of a splint. Dr. Donna Sweet referred [REDACTED] to Dr. Prince Chan. Dr. Chan diagnosed [REDACTED] left hand injury as left DeQuervain's tenosynovitis and left thumb carpometacarpal joint arthritis.

As [REDACTED] is now almost 2 years from the date of injury, it appears her left hand condition has become chronic in nature. It is foreseeable that [REDACTED] may undergo a repeat cortisone injection and a DeQuervain's release procedure may be necessary in the future.

Ford Motor Credit Company has stated that as of May 17, 2005, the unpaid principal balance is \$18,404.39, and the accrued interest is in the amount of \$1,133.74; interest accruing after May 17, 2005, at the rate of 12.49% per annum.

On behalf of [REDACTED] I extend a global settlement offer whereby Ford Motor Company and/or Rusty Eck Ford assumes the deficiency owed to Ford Motor Credit Company and Ford Motor Company and/or Rusty Eck Ford takes possession of the 2002 Ford Explorer. In the alternative, Ford Motor Company and/or Rusty Eck Ford and Ford Motor Credit Company can agree separately as to who takes possession of the 2002 Ford Explorer. In return, [REDACTED] will dismiss her causes of action against Rusty Eck Ford and Ford Motor Credit Company with prejudice. [REDACTED] would also sign a release to Ford Motor Company regarding this matter. Ford Motor Credit Company would also be required to dismiss its counterclaim against [REDACTED], with prejudice.

A two year statute of limitations expiring on October 20, 2005, could possibly apply to a cause of action against Ford Motor Company. I would prefer to attempt to settle this matter

October 6, 2005

Page 4

without having to file suit against Ford Motor Company.  
Accordingly, time is of the essence.

If you have any questions, please do not hesitate to contact me.

Yours very truly,

Mark A. Scott

MAS:me

Enclosures

cc: 

442343

**CT CORPORATION**  
A WoltersKluwer Company

**Service of Process  
Transmittal**  
11/18/2005  
Log Number 510713408

**TO:** Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste. 1400 West  
Dearborn, MI, 48126-

**RE: Process Served in Kansas**

**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED] Pltf. vs. Rusty Eck Ford, Inc., et al., Dfts. To: Ford Motor Company

**DOCUMENT(S) SERVED:** Summons & First Amended Petition

**COURT/AGENCY:** Sedgwick County District Court - Kansas, KS  
Case # 05CV1326

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - 2002 Ford Explorer - rolled backwards while in park.

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Inc., Topeka, KS

**DATE AND HOUR OF SERVICE:** By Certified Mail on 11/18/2005 postmarked on 11/17/2005

**APPEARANCE OR ANSWER DUE:** Within 20 days

**ATTORNEY(S) / SENDER(S):** Gerald W. Scott  
Attorney at Law  
532 North Market  
Wichita, KS, 67214

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day, 790718216286  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** The Corporation Company, Inc.  
**ADDRESS:** 515 South Kansas Avenue  
Topeka, KS, 66603  
**TELEPHONE:** 785-233-0593

LITIGATION  
PRACTICE GROUP

5 NOV 21 19:40

OFFICE OF THE  
GENERAL COUNSEL

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT



Plaintiff,

vs.

Ford Motor Company,  
Defendant.

Case No. 05 CV 1326

Please serve Resident Agent:

The Corporation Company  
515 South Kansas Avenue  
Topeka, Kansas 66603

PURSUANT TO K.S.A CHAPTER 60

**SUMMONS FOR PERSONAL SERVICE**

To the above-named Defendant:

You are hereby summoned and required to serve upon Gerald W. Scott, plaintiff's attorney, whose address is 532 N. Market, Wichita, Kansas 67214, a pleading to the petition which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. Your pleading must also be filed with the court. As provided in subsection (a) of K.S.A. 60-213, and amendments thereto, your answer must state as a counterclaim any related claim which you may have against the plaintiff, or you will thereafter be barred from making such claim in any other action.



Clerk of the District Court, Sedgwick County, Kansas

Dated NOV 17 2005

By Paula J. Riburn, Deputy

**RETURN ON SERVICE OF SUMMONS**

I hereby certify that I have served the within summons:

- (1) By delivering on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, a copy of the summons and a copy of the petition to each of the within-named defendants \_\_\_\_\_
- (2) By leaving on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, for each of the within-named defendants \_\_\_\_\_ a copy of the summons and a copy of the petition at the respective dwelling place or usual place of abode of such defendants with some person of suitable age and discretion residing therein.
- (3) By delivering on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, a copy of the summons and a copy of the petition to each of the following agents authorized by appointment or by law to receive service of process \_\_\_\_\_
- (4) By leaving a copy of the summons and a copy of the petition at the dwelling house or usual place of abode and mailing by first-class mail to each of the following defendants a notice that such copy has been so left \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

All done in \_\_\_\_\_ County, Kansas.

Sheriff of Sedgwick County, Kansas.

By \_\_\_\_\_ Deputy

Gerald W. Scott, P.A.  
532 N. Market  
Wichita, Kansas 67214  
Telephone: 316-265-5221

FILED  
APP DOCKET NO. \_\_\_\_\_  
2005 OCT 13 A 10:21

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT



Plaintiff,

-vs-

Case No. 05 CV 1326

Rusty Eck Ford, Inc.,  
Ford Motor Credit Company,  
and Ford Motor Company,

Defendants.

---

PETITION PURSUANT TO K.S.A. CHAPTER 60

**AMENDED PETITION**

COMES NOW the plaintiff,  and alleges and states:

**COUNT ONE**  
**TORT ACTION AGAINST RUSTY ECK FORD, INC.**

1. On the 20th day of October, 2003, at or near 2709 N. Green in Wichita, Kansas, plaintiff was injured when her 2002 Ford Explorer rolled backwards and struck her while the vehicle was in "park". This defect was due to the negligence of Rusty Eck Ford, Inc.

2. Plaintiff purchased the 2002 Ford Explorer from Rusty Eck Ford, Inc. on April 27, 2003. Subsequent service was performed on this vehicle by Rusty Eck Ford, Inc.

3. As a result of said incident, plaintiff received injuries to her left hand, left elbow, forehead, knee and was

otherwise injured; was prevented from transacting business; suffered great pain of body and mind; incurred expenses for medical attention and hospital treatment in an amount in excess of \$2,000.00, will in the future incur additional medical expenses; will suffer additional pain of body and mind; will be additionally prevented from transacting business; suffered property damage; and will suffer permanent disability.

WHEREFORE, plaintiff prays for judgment against the defendant Rusty Eck Ford, Inc., in excess of \$75,000.00, interest and costs herein, and such other and further relief as the court deems proper.

**COUNT TWO**  
**STRICT LIABILITY AGAINST RUSTY ECK FORD, INC.**

Plaintiff incorporates all preceding paragraphs as though set out in full herein.

4. Defendant Rusty Eck Ford, Inc., is in the business of selling vehicles to users and consumers.

5. Defendant Rusty Eck Ford, Inc., expected the vehicle it sold to reach and it does reach the user or consumer without substantial change in the condition in which it was sold.

6. Defendant Rusty Eck Ford, Inc., sold the 2002 Ford Explorer to plaintiff in a defective condition which was unreasonably dangerous to the ordinary user or consumer.



7. Defendant Rusty Eck Ford, Inc., gave no warning or notice of the unreasonably dangerous nature of the 2002 Ford Explorer it sold to plaintiff.

8. Defendant Rusty Eck Ford, Inc., knew or should have known that the above described vehicle would be used by plaintiff without inspection for defects.

9. Defendant Rusty Eck Ford, Inc., owed a strict duty not to harm plaintiff through plaintiff's use of said vehicle.

10. Plaintiff's damages and injuries were proximately caused by the defective condition of the vehicle sold by defendant Rusty Eck Ford, Inc.

11. As a result of the above, defendant Rusty Eck Ford, Inc., is strictly liable to plaintiff for damages.

WHEREFORE, plaintiff prays for judgment against the defendant Rusty Eck Ford, Inc., in excess of \$75,000.00, interest and costs herein, and such other and further relief as the court deems proper.

**COUNT THREE**  
**BREACH OF WARRANTY AGAINST RUSTY ECK FORD, INC.**

Plaintiff incorporates all preceding paragraphs as though set out in full herein.

12. The defective nature of the vehicle at the time it was sold and delivered by defendant Rusty Eck Ford, Inc., to plaintiff was a violation of the express warranty provisions of K.S.A. 84-2-313, the implied warranties of merchantability of

K.S.A. 84-2-314; and the implied warranty of fitness for a particular purpose of K.S.A. 84-2-315.

13. Plaintiff is a person who would have been reasonably expected to use said goods and who was injured by the breach of said warranties and is entitled to bring suit for the breach of said warranties under K.S.A. 84-2-318.

14. The actions of the defendant Rusty Eck Ford, Inc., in its breach of warranty constitute a violation of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act and the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*, and plaintiff is entitled to her reasonable attorney fees.

15. Plaintiff's injuries to her person were caused by the breach of warranty of defendant Rusty Eck Ford, Inc.

WHEREFORE, plaintiff prays for judgment against the defendant Rusty Eck Ford, Inc., in excess of \$75,000.00, interest and costs herein, attorney fees and such other and further relief as the court deems proper.

**COUNT FOUR**  
**REVOCATION OF ACCEPTANCE AGAINST RUSTY ECK FORD, INC.**

Plaintiff incorporates all preceding paragraphs as though set out in full herein.

16. On April 27, 2003, plaintiff purchased the 2002 Ford Explorer from Rusty Eck Ford, Inc. This vehicle was purchased for use by plaintiff in carrying on daily activities, travel to

different cities, and for use in commuting to places of employment.

17. The defects of the 2002 Ford Explorer constitute a nonconformity that substantially impairs the value of the vehicle to plaintiff. Plaintiff purchased and accepted the vehicle from Rusty Eck Ford, Inc. without discovery of the nonconformity. Plaintiff's acceptance of the vehicle was reasonably induced by the difficulty of discovering the defect before acceptance and/or by the Rusty Eck Ford, Inc.'s assurances.

18. Plaintiff's 2002 Ford Explorer has remained in Rusty Eck Ford, Inc.'s **possession since December of 2003** and is in substantially the same condition as at the time of purchase.

19. Plaintiff has given Rusty Eck Ford, Inc. multiple instructions and ample opportunity to repair her 2002 Ford Explorer, however, the defective and nonconformity condition still exists.

20. Plaintiff has incurred a loss of time in her efforts to have the 2002 Ford Explorer repaired.

21. Plaintiff hereby notifies Rusty Eck Ford, Inc. of her revocation of acceptance of the 2002 Ford Explorer.

WHEREFORE, plaintiff prays for judgment against the defendant Rusty Eck Ford, Inc., in the amount of \$2,000.00, revocation of the purchase of the 2002 Ford Explorer, attorney fees and costs herein, and such other and further relief as the court deems proper.

**COUNT FIVE**  
**CONSUMER CREDIT CODE - FORD MOTOR CREDIT COMPANY**

22. Plaintiff continued to make payments on her vehicle while it was in the possession of Rusty Eck Ford, Inc.

23. As plaintiff was still making payments on a vehicle that had not been in her possession since December of 2003, plaintiff contacted Ford Motor Credit Company in November or December of 2004 to obtain assistance in resolving her situation with the defective 2002 Ford Explorer.

24. In December of 2004 or January of 2005, Camelia Kenney with Ford Motor Credit Company advised plaintiff she did not need to continue making payments on her loan on the 2002 Ford Explorer as Ford Motor Credit Company was going to take steps to resolve the situation with the defective 2002 Ford Explorer and take possession of the vehicle.

25. Defendant FMCC is estopped from claiming plaintiff is in default as she was instructed by Ford Motor Credit Company representative Camelia Kenney to stop making payments on the contract involved herein. If a repossession/foreclosure occurs, plaintiff [REDACTED] is entitled to indemnity by Ford Motor Credit Company for any deficiency or other costs and attorney fees or any other loss caused by the actions of Ford Motor Credit Company.

26. Pursuant to K.S.A. 16a-3-405(1), defendant FMCC is subject to defenses arising from the sale of the 2002 Ford

Explorer by defendant Rusty Eck Ford, Inc., to plaintiff Karla Burns.

27. Plaintiff incorporates paragraphs numbered 1 through 21 of her Petition against Rusty Eck Ford, Inc., as though set out in full herein, as defenses against the counterclaim of defendant FMCC.

WHEREFORE, the plaintiff [REDACTED] prays that judgment be entered in favor of plaintiff and for such other relief as the Court deems just, equitable and proper including indemnity by Ford Motor Credit Company for any deficiency/foreclosure.

**COUNT SIX**  
**TORT ACTION AGAINST FORD MOTOR COMPANY**

28. On the 20th day of October, 2003, at or near 2709 N. Green in Wichita, Kansas, plaintiff was injured when her 2002 Ford Explorer rolled backwards and struck her while the vehicle was in "park". This defect was due to the negligence of Ford Motor Company.

29. Plaintiff purchased the 2002 Ford Explorer from Rusty Eck Ford, Inc. on April 27, 2003. Subsequent service was performed on this vehicle by Rusty Eck Ford, Inc.

30. As a result of said incident, plaintiff received injuries to her left hand, left elbow, forehead, knee and was otherwise injured; was prevented from transacting business; suffered great pain of body and mind; incurred expenses for medical attention and hospital treatment in an amount in excess

of \$2,000.00, will in the future incur additional medical expenses; will suffer additional pain of body and mind; will be additionally prevented from transacting business; suffered property damage; and will suffer permanent disability.

WHEREFORE, plaintiff prays for judgment against the defendant Ford Motor Company in excess of \$75,000.00, interest and costs herein, and such other and further relief as the court deems proper.

**COUNT SEVEN**  
**STRICT LIABILITY AGAINST FORD MOTOR COMPANY**

Plaintiff incorporates all preceding paragraphs as though set out in full herein.

31. Defendant Ford Motor Company is in the business of manufacturing and/or selling vehicles to users and consumers.

32. Defendant Ford Motor Company expected the vehicle it manufactured and/or sold to reach and it does reach the user or consumer without substantial change in the condition in which it was manufactured and/or sold.

33. The 2002 Ford Explorer sold to plaintiff was in a defective condition which was unreasonably dangerous to the ordinary user or consumer.

34. Defendant Ford Motor Company gave no warning or notice of the unreasonably dangerous nature of the 2002 Ford Explorer it manufactured that was sold to plaintiff.

35. Defendant Ford Motor Company knew or should have known that the above described vehicle would be used by plaintiff without inspection for defects.

36. Defendant Ford Motor Company owed a strict duty not to harm plaintiff through plaintiff's use of said vehicle.

37. Plaintiff's damages and injuries were proximately caused by the defective condition of the vehicle manufactured and/or sold by defendant Ford Motor Company.

38. As a result of the above, defendant Ford Motor Company is strictly liable to plaintiff for damages.

WHEREFORE, plaintiff prays for judgment against the defendant Ford Motor Company in excess of \$75,000.00, interest and costs herein, and such other and further relief as the court deems proper.

**COUNT EIGHT**  
**BREACH OF WARRANTY AGAINST FORD MOTOR COMPANY**

Plaintiff incorporates all preceding paragraphs as though set out in full herein.

39. The defective nature of the vehicle at the time it was sold and delivered by defendant Ford Motor Company to Rusty Eck Ford, Inc., for sale to customers who in turn sold the vehicle to plaintiff with a defect was in violation of the express warranty provisions of K.S.A. 84-2-313, the implied warranties of merchantability of K.S.A. 84-2-314; and the implied warranty of fitness for a particular purpose of K.S.A. 84-2-315.

40. Plaintiff is a person who would have been reasonably expected to use said goods and who was injured by the breach of said warranties and is entitled to bring suit for the breach of said warranties under K.S.A. 84-2-318.

41. The actions of the defendant Ford Motor Company in its breach of warranty constitute a violation of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act and the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*, and plaintiff is entitled to her reasonable attorney fees.

42. Plaintiff's injuries to her person were caused by the breach of warranty of defendant Ford Motor Company.

WHEREFORE, plaintiff prays for judgment against the defendant Ford Motor Company in excess of \$75,000.00, interest and costs herein, attorney fees and such other and further relief as the court deems proper.

**GERALD W. SCOTT, P.A.**

By 

\_\_\_\_\_  
Gerald W. Scott, #06141  
Mark A. Scott, #16045  
Attorneys for Plaintiff







**Allstate**

You're in good hands.

NATIONAL AUTO SUBRO  
PO BOX 29500  
ROANOKE VA 24018-0700

118977



ANDREW CHABOT  
FORD MOTOR COMPANY  
3 PARKLANE BLVD  
THREE PARKLANE BLVD  
DEARBORN MI 48126-2506

February 03, 2006

INSURED: [REDACTED]  
DATE OF LOSS: July 03, 2005  
CLAIM NUMBER: 3928468218 F5H  
Certified Mail #7003 2260 0007 1523 9634  
VEIN #4M2ZU86W74Z [REDACTED]

PHONE NUMBER: 800-776-2615  
FAX NUMBER: 540-776-3803  
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

Dear Mr. Chabot:

The above noted subrogation claim has been identified as a product liability loss. In order to facilitate your handling, the information checked below is attached. Allstate total subrogation is \$8384.25 including Allstate insured deductible of \$250.00.

**Complete description of the incident:** Allstate insured placed vehicle in park. Exited vehicle. Vehicle started to move forward. Insured tried to stop vehicle by placing foot on break and in the process was being dragged. Vehicle finally came to rest on a barrier.

**Our statement of defect:** Strict Liability/Manufacture Defect

**Location of evidence:** Repaired

**Manufacturer:** Mercury

**Model #:** Mountaineer

**Year:** 2004

The following information is enclosed for your review and information:

- Color photos
- Technical Service Bulletin #042212
- Traffic Collision Report
- Draft and Supports

If you require information not listed above, please advise me promptly. If a tender is made to another manufacturer, please notify me of the name and address of the manufacturer or distributor, as well as the contact person. Otherwise, please acknowledge receipt of this claim and your position regarding payment of our damages within 30 days.

Sincerely,

*A. Gayle Fagg, SCLA*

A. Gayle Fagg, SCLA  
800-776-2615 Ext.361  
Allstate Property and Casualty Insurance Company



ORIGINAL

20050703-365

GRID-5A03

D.P.S. USE ONLY		Page # 1 Of 1	SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM TR-310 (Rev 01/2001)		# Of Units 3	Amended - Attach Copy of Original Report Corrected	Notified 1756	Arrived 1804
-----------------	--	---------------------	---	--	-----------------	---	------------------	-----------------

Date 07-03-05	Time 1755	County 07	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Collision Location (Rt. # / Name) 5 PRIVATE PROPERTY	0-Main 2-Alternate 5-Spur	6-Connection 7-Business 9-Other	Miles: Dir.: N E S W	In / Near City or Town of: HILTON HEAD
------------------	--------------	--------------	---	---------------------------------------	---	---------------------------------	---------------------------------------	-------------------------------------	---

Lane # / Dir. # OF N E S W	Distance Offset Miles Feet	Direction N E S W	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Base Intersection (Rt. # / Name)	0-Main 2-Alternate 5-Spur	6-Connection 7-Business 9-Other	Latitude W80° 45' 56.6"	Longitude W32° 9' 7.9"
R.R. Id.	From N E S W	Ramp Only 1- Entrance 2- Exit	To N E S W	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Second Intersection (Rt. # / Name)	0-Main 2-Alternate 5-Spur	6-Connection 7-Business 9-Other	

T-171776	T-171777	Driver/Pedestrian's Full Name PARKED - NOT ATTENDED
----------	----------	--

Unit # 1	Sex M	Race W	Street/R.F.D. N CANTON OH,	Unit # 2	Sex	Race	Street/R.F.D.		
State OH	Year 04	Body 4-DR	Vehicle Make MERC	VIN # 4MZUB6W7H2	State SC	Year 05	Body 4-DR	Vehicle Make FORD	VIN # 1FMPU17L14LB
Contributed To Collision <input checked="" type="checkbox"/> Yes	City, State, & Zip SAME	Contributed To Collision <input checked="" type="checkbox"/> Yes	City, State, & Zip LEXINGTON SC						

Estimated Speed N/A	Speed Limit N/A	C.D.L. Req: Yes (No)	T/B S Req: Yes (No)	Alc/Drg info (see back): Yes (No)	Estimated Speed N/A	Speed Limit N/A	C.D.L. Req: Yes (No)	T/B S Req: Yes (No)	Alc/Drg info (see back): Yes (No)
------------------------	--------------------	----------------------	---------------------	-----------------------------------	------------------------	--------------------	----------------------	---------------------	-----------------------------------

Dir. of Travel: Unit 1: N S E W   Unit 2: N S E W   Unit 3: N S E W	Unit 1 Dam. \$ 1,500	Unit 2 Dam. \$ 2,500	Unit 3 Dam. \$ 350	Prop. Dam. 1 \$	Prop. Dam. 2 \$
---	-------------------------	-------------------------	-----------------------	--------------------	--------------------

PRIVATE PROPERTY

Provided by: Beaufort County Sheriff's Office  
Criminal Records Division  
Released by: [Signature] Date

Certified to be a true and correct copy of the original document on file with the Office of Sheriff for Beaufort County.

Michael M. Hatfield  
Chief Deputy, Beaufort County Sheriff's Office

Property Owner/Witness  
Address  
State Zip Phone

Photo:  Describe What Happened (Refer to Units by Number)

UNIT #1 IMPROPERLY STARTED HIS VEHICLE AND COLLIDED WITH UNIT #2 AND UNIT #3 IN THE PARKING LOT. UNIT #2 AND UNIT #3 WERE NOT ATTENDED AT THE TIME OF THE INCIDENT.

Investigating Officer's Name R. SNYDER	Rank PFC	Badge # 35179	Code 0700	Date 07-03-05	Reviewer's Name [Signature]	Rank SSA	Internal Agency Code 00000203345C
---	-------------	------------------	--------------	------------------	--------------------------------	-------------	--------------------------------------

Unit	Date of Birth	Sex	Race	INJ	Seat	RSD	Air B.	Eject	LA	Tran	Name	Street Address	Zip Code

Certified to be a true and correct copy of the original document on file with the Office of Sheriff for Beaufort County.

**Michael M. Halfield**  
Chief Deputy, Beaufort County Sheriff's Office

<b>Race</b>	A - Asian/Pacific Islander B - African American I - Alaskan Native or American Indian	W - Caucasian O - Other U - Unk.	<b>a) Injury Status</b>	2- Non-incapacitating 0- Not injured 1- Possible 3- Incapacitating 4- Fatal	<b>Seating Loc.</b>	20- Pedestrian 30- Trailing Unit 40- Bus or Van (4th row or Higher) 50- Other Enclosed Area (nontrailing) 51- Other Unenclosed Area (nontrailing)	60- Sleeper of Cab 70- Riding on Unit Exterior 80- Lap 99- Unk./NA	<b>Restraint/Safety Device</b>	00- None Used 11- Shoulder Belt Only 12- Lap Belt Only 13- Shoulder & Lap Belt 21- Child Safety Seat 88- Other 99- Unk.
<b>Air Bag Deployment / Switch</b>	1- Deployed Front 2- Deployed Side 3- Deployed Both 4- Not Deployed 9- Not Applicable	1- Not Ejected 2- Part Ejected 3- Tot. Ejected 9- Unk.	<b>b) Motorcycle Only</b>	1- Yes 2- No	01 02 03 04 05 06 07 08 09	3- Freed (non-mech.) 4- Not Applicable	<b>a) Transported to Medical Facility</b>	1- Yes 2- No 3- Unknown	41- Protective Pads 61- Lighting

<b>Non-Collision</b>	01- Cargo/Equip. Loss or Shift 02- Cross Median/Center Line 03- Downhill Runaway	04- Equipment Failure 05- Fire/Explosion 06- Overturn/Rollover 08- Immersion 07- Jackknife	09- Ran off Road Left 10- Ran off Road Right 11- Separation of Units 12- Spill (Two-Wheeled Veh.) 18- Other Non-collision 19- Unk. Non-collision	Collision: Not Fixed 20- Animal (Deer Only) 21- Animal (All Other) 22- Motor Veh. (In Transport) 23- Motor Veh. (Stopped) 24- Motor Veh. (Other Roadway) 25- Motor Veh. (Park/Stopped) 29- Pedalcycle	27- Pedestrian 28- Railway Veh. 29- Work Zone Maint. Equip. 38- Other Movable Object 39- Unk. Movable Object	Collision: Fixed Object 40- Bridge Overhead Structure 41- Bridge Parapet End 42- Bridge Pier or Abutment 43- Bridge Rail 44- Culvert 45- Curb 46- Ditch	47- Embankment 48- Equipment 49- Fence 50- Guardrail End 51- Guardrail Face 52- Highway Traffic Sign Post 53- Impact Attenuator/Crash Cushion 54- Light/Luminaire Support	55- Mail Box 56- Median Barrier 57- Overhead Sign Support 58- Other (Post, Pole, Support, Etc.) 59- Other (Wall, Building, Tunnel, Etc.) 60- Trees 61- Utility Pole 62- Work Zone Maint. Equipment	68- Other 69- Unk.
----------------------	--	--	---	--	--	--	--	---	-----------------------

<b>Manner of Collision (Struck Veh.)</b>	00- Not Coll. w/ Motor Veh. 10- Rear End 20- Head On	30- Rear-to-Rear 41- Angle (↘↙) 42- Angle (→←) 43- Angle (↗↖)	50- Sideswipe Same Dir. 60- Sideswipe Opposite Dir. 70- Backed Into 99- Unknown	<b>1<sup>st</sup> / Most Deformed Area</b>	<b>1<sup>st</sup> Deformed</b>	<b>Most Deformed</b>	
<b>Vehicle Type</b>	01- Automobile 12- Pickup Truck 13- Truck/Tractor 14- Other Truck	15- Full Size Van 16- Mini Van 17- Sport Utility 26- Other Motorbike	27- Pedalcycle 38- Animal Drawn Veh. 39- Animal (Ridden) 51- Train	61- School Bus 82- Passenger Bus 98- Other 99- Unk. (Hit and Run Only)	21- Pedestrian A1- 01 A2- 02 A3- 03	81- None 92- Rollover 93- Total 94- Under Carriage	98- Other 99- Unk.

<b>Vehicle Use Code</b>	01- Personal 02- Driver Training 03- Construction/Maint.	04- Ambulance 05- Military 06- Transport Passengers	08- Farm Use 09- Wrecker or Tow 10- Police 11- Government	12- Fire Fighting 13- Logging 18- Other 41- Pedestrian	<b>Drug Results</b>	3- Marijuana 4- Opiates 5- PCP 8- Other	<b>Special Use Only</b>	1- Under-Component Intrusion 2- Under- No Intrusion 3- Under- Unknown 4- Over- MV in Transport 5- Over- Other Vehicle 6- None 9- Unk.
<b>Vehicle Attachment</b>	4- Utility Trailer 1- None 2- Mobile Home 3- Semi-Trailer	8- Towed Motor Vehicle 9- Petroleum Tanker A- Lowboy Trailer	C- Other Tanker D- Flat Bed E- Twin Trailers F- Other	7- Camper Trailer B- Autocarrier Trailer	<b>Alc Test Results</b>	1- Two-way, Not Divided 2- Two-way, Divided, Unprotected Median 3- Two-way, Divided, Barrier	<b>Extent of Deformity</b>	0- None/Minor 2- Functional Damage 3- Disabling Damage 4- Severe/Totaled 5- Not Applicable 9- Unk.

<b>Action Prior to Impact</b>	(Vehicle) 01- Backing 02- Changing Lanes 03- Entering Traffic Lane 04- Leaving Traffic Lane 05- Making U-Turn 06- Movements Essentially Straight Ahead 07- Overtaking/Passing	(Non-motorist) 21- Approaching/Leaving Vehicle 22- Entering/Crossing Location 23- Playing/Working on Vehicle 24- Pushing Vehicle 25- Standing 26- Walking/Playing/Cycling 99- Unk. 27- Working	<b>Weather Condition</b>	3- Cloudy 4- Sleet, Hail 5- Snow 6- Fog, Smog, Smoke 7- Blowing Sand, Oil, Dirt or Snow 8- Severe Crosswinds 9- Unk.	<b>Light Condition</b>	3- Dusk 4- Dark (Lighting Unspecified) 5- Dark (Street Lamp Lit) 6- Dark (Street Lamp Not Lit) 7- Dark (No lights)	<b>Junction Type</b>	03- Five/More Points 04- Four-way Intersection 05- Railway Grade Crossing 07- Shared Use Paths or Trail 08- T-Intersection 09- Traffic Circle 12- Y-Intersection 13- Non-junction 99- Unk.
-------------------------------	--	--	--------------------------	--	------------------------	--	----------------------	--

<b>Primary Contributing Factors</b>	01- Disregarded Signs, Signals, Etc. 02- Distracted/Inattention 03- Driving Too Fast for Conditions 04- Exceeded Authorized Speed Limit 05- Failed to Yield Right of Way 06- Ran off Road 07- Fatigued/Asleep 08- Followed Too Closely	09- Made an Improper Turn 10- Medical Related 12- Aggressive Operation of Vehicle 13- Over-correcting/Over-steering 14- Swerving to Avoiding Object 15- Wrong Side or Wrong Way 16- Under the Influence 17- Vision Obscured (Within Unit) 18- Improper Lane Usage/Change 28- Other Improper Action	29- Unk.	<b>Roadway</b>	30- Debris 31- Non-highway Work 32- Obstruction in Roadway 33- Road Surface Condition (i.e., Wet) 34- Rut, Holes, Bumps 35- Shoulders (None, Low, Soft, High) 36- Traffic Control Device (i.e., Missing) 37- Work Zone (Constr./Maint./Utility) 38- Worn, Travel-Polished Surface	48- Other 49- Unk.	<b>Non-Motorist</b>	50- Inattentive 51- Lying &/or Illegally in Roadway 52- Failure to Yield R. of W. 53- Not Visible (Dark Clothing) 54- Disregard Signs, Signals, Etc. 55- Improper Crossing 56- Darting 57- Wrong Side of Road 58- Other	66- Under the Infl. 68- Other	<b>Environmental</b>	61- Glare 70- Brakes 71- Steering 72- Power Plant 73- Tires/Wheel 74- Lights 75- Signal	62- Obstruction 63- Weather Cond. 68- Other 69- Unk. 76- Windows/Shield 77- Restraint System 78- Truck Coupling 79- Cargo 80- Fuel System
-------------------------------------	---	---	----------	----------------	---	-----------------------	---------------------	---	----------------------------------	----------------------	---	---

<b>Others</b>	01- Disregarded Signs, Signals, Etc. 02- Distracted/Inattention 03- Driving Too Fast for Conditions 04- Exceeded Authorized Speed Limit 05- Failed to Yield Right of Way 06- Ran off Road 07- Fatigued/Asleep 08- Followed Too Closely	09- Made an Improper Turn 10- Medical Related 12- Aggressive Operation of Vehicle 13- Over-correcting/Over-steering 14- Swerving to Avoiding Object 15- Wrong Side or Wrong Way 16- Under the Influence 17- Vision Obscured (Within Unit) 18- Improper Lane Usage/Change 28- Other Improper Action	29- Unk.	<b>Roadway</b>	30- Debris 31- Non-highway Work 32- Obstruction in Roadway 33- Road Surface Condition (i.e., Wet) 34- Rut, Holes, Bumps 35- Shoulders (None, Low, Soft, High) 36- Traffic Control Device (i.e., Missing) 37- Work Zone (Constr./Maint./Utility) 38- Worn, Travel-Polished Surface	48- Other 49- Unk.	<b>Non-Motorist</b>	50- Inattentive 51- Lying &/or Illegally in Roadway 52- Failure to Yield R. of W. 53- Not Visible (Dark Clothing) 54- Disregard Signs, Signals, Etc. 55- Improper Crossing 56- Darting 57- Wrong Side of Road 58- Other	66- Under the Infl. 68- Other	<b>Environmental</b>	61- Glare 70- Brakes 71- Steering 72- Power Plant 73- Tires/Wheel 74- Lights 75- Signal	62- Obstruction 63- Weather Cond. 68- Other 69- Unk. 76- Windows/Shield 77- Restraint System 78- Truck Coupling 79- Cargo 80- Fuel System
---------------	---	---	----------	----------------	---	-----------------------	---------------------	---	----------------------------------	----------------------	---	---

**TO:** Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste. 1400 West  
Dearborn, MI, 48126-

**RE: Process Served in South Carolina**

**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** Allstate Insurance Company as subrogee of [REDACTED] Pltf. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Cover Sheet; Summons; Complaint; attachment; Affidavit

**COURT/AGENCY:** Beaufort County Court of Common Pleas, SC  
Case # 06-CP-07-1117

**NATURE OF ACTION:** Monies due and owing for subrogation action

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Greenville, SC

**DATE AND HOUR OF SERVICE:** By Process Server on 06/12/2006 at 11:45

**APPEARANCE OR ANSWER DUE:** Within 30 days

**ATTORNEY(S) / SENDER(S):** B. Ray Woodard, Esq.  
Woodard & Butler  
P.O. Box 1906  
Walterboro, SC, 29488  
843-538-4566

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day, 791013867110  
Image SOP - Page(s): 9  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** C T Corporation System

**ADDRESS:** 75 Beattie Place  
Greenville, SC, 29602

**TELEPHONE:** 864-240-3302

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

Allstate Insurance Company as subrogee  
of [REDACTED] )

Plaintiff(s) )

vs. )

Ford Motor Company )

Defendant(s) )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

06 - CP - 7 - 1117

(Please Print)  
Submitted By: B. Ray Woodard  
Address: PO Box 1906  
Walterboro, SC 29488

SC Bar #: 6210  
Telephone #: 843-593-4566  
Fax #: 843-538-2322  
Other:  
E-mail: rwooda@lowcountry.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
- This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <p><b>Contracts</b></p> <input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input checked="" type="checkbox"/> Employment (120)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Other (199)<br>_____  | <p><b>Torts - Professional Malpractice</b></p> <input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br><input type="checkbox"/> Other (299)<br>_____  | <p><b>Torts - Personal Injury</b></p> <input type="checkbox"/> Assault/Slander/Label (300)<br><input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Other (399)<br>_____ | <p><b>Real Property</b></p> <input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499)<br>_____  |
| <p><b>Inmate Petitions</b></p> <input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Sexual Predator (510)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599)<br>_____   | <p><b>Judgments/Settlements</b></p> <input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Other (799)<br>_____ | <p><b>Administrative Law/Relief</b></p> <input type="checkbox"/> Reinstate Driver's License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture (840)<br><input type="checkbox"/> Other (899)<br>_____   | <p><b>Appeals</b></p> <input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Administrative Law Judge (980)<br><input type="checkbox"/> Public Service Commission (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999)<br>_____ |
| <p><b>Special/Complex/Other</b></p> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699)<br>_____ |  |   |   |

REVENUE COUNTY  
SHERIFFS OFFICE  
CIVIL DIVISION  
2006 JUN 26 10:00 AM

Submitting Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

4-26-06

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

IN THE COMMON PLEAS COURT

COUNTY OF Beaufort

CASE NO.

Allstate Insurance Company as  
subrogee of [REDACTED]

06-ep. 7-1117

Plaintiff(s)

SUMMONS

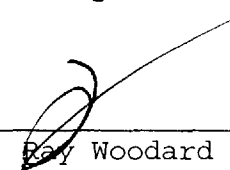
VS

Ford Motor Company

Defendant(s)

TO: THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said complaint upon the subscriber, at his office at 404 Hendersonville Highway, Walterboro, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the complaint within the time aforesaid, plaintiff will apply to the Court for the relief demanded in the complaint, including the rendering of judgment by default against you.

  
B. Roy Woodard  
WOODARD & BUTLER  
Attorneys for Plaintiff  
P.O. Box 1906  
Walterboro, S.C. 29488  
TEL. (843) 538-4566  
Our File No. 06-1756

April 26, 2006

2006 APR -9 A 11:30  
ALLEN COUNTY  
SHERIFFS OFFICE  
CIVIL DIVISION

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF SOUTH CAROLINA

COUNTY OF Beaufort

Allstate Insurance Company as  
subrogee of [REDACTED]

Plaintiff(s)

VS

Ford Motor Company

Defendant(s)

IN THE COMMON PLEAS COURT

CASE NO.

06-CP-7-1117

Complaint (non-jury)

Now comes the Plaintiff and states its complaint against the  
Defendant as follows:

I

The Plaintiff is Allstate Insurance Company by way of subrogation of the rights of its policyholder, [REDACTED]. The Plaintiff is a corporation organized and existing pursuant to the laws of a state other than South Carolina and authorized to transact business within the State of South Carolina. The Plaintiff maintains offices throughout the United States including the State of South Carolina.

II

The Defendant is the Ford Motor Company, a corporation organized and existing pursuant to the laws of a state other than South Carolina but authorized to transact business within the State of South Carolina. The Defendant transacts business within the County of Beaufort and is subject to the jurisdiction



of this Court.

FOR A FIRST CAUSE OF ACTION

III

Each and every other allegation contained within this Summons and Complaint is hereby incorporated by reference as if repeated verbatim.

IV

That as of July 03, 2005, [REDACTED] was the owner of a 2004 Mercury Mountaineer identified by vehicle identification number 4M2ZU86W74Z [REDACTED] (hereinafter referred to as motor vehicle). The motor vehicle was manufactured and sold by the Defendant.

V

That on or about July 03, 2005 the motor vehicle struck a barrier and was damaged as to require repairs, labor, materials, incidental expenses and loss of use. The amount of said damages is an amount reasonably totaling Eight Thousand One Hundred Thirty Four and 25/100 (\$8,134.25) Dollars in damages paid out plus the insured's deductible in the amount of \$250.00.

VI

That the loss was caused by a defective or improperly working transmission. The defective part was manufactured and/or installed by the Defendant.

VII

That upon information and belief, [REDACTED] was the first and sole owner of the motor vehicle.

VIII

That at the time of the loss described in the Plaintiff's Complaint above the motor vehicle was under warranty as it was less than four years old.

IX

The Defendant has failed to compensate the Plaintiff and/or [REDACTED] for the loss to his motor vehicle.

X

That subsequent to this loss the Plaintiff's insured was notified of a possible problem in the vehicle through a service bulletin numbered 042212.

**NOTICE OF ASSIGNMENT/DEMAND FOR REIMBURSEMENT**

XI

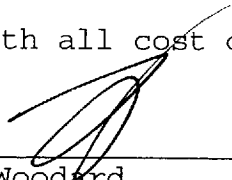
That each and every other allegation contained within this complaint is hereby incorporated by reference as if repeated verbatim.

XII

That as a result of making payments to and on behalf of Evan Cash pursuant to the terms of an existing insurance policy for the reasonable cost of the necessary labor and materials to repair the damage caused by the Defendant, the Plaintiff is subrogated to all

rights and interest in the claim against the Defendant. The Plaintiff is entitled to be compensated by the Defendant for these expenses.

**WHEREFORE**, Plaintiff demands judgment against the Defendant in the amount of Eight Thousand Three Hundred Eighty Four and 25/100 (\$8,384.25) Dollars together with all cost of this action.



---

B. Ray Woodard  
Woodard and Butler  
P. O. Box 1906  
Walterboro, SC 29488

April 26, 2006

**LOSS FACTS:**

SM/ART 1.9

File Tools Window Help

RDC 6 SEAT2-07-CO, ID, MT, UT, WY

Claim Number: 3928468218 Claimant:

SM/ART - Claim Activity / Loss Facts

Claim Number: 3928468218 Insured Name: [REDACTED]

Claim Activity: **Loss Facts**

Loss Facts:

CONTACT WITH OTHER VEHICLE, PROPERTY, PARTIES. INSURED STRUCK OTHER VEHICLE THAT WAS PARKED. -- SEE SELECTION 25 CP VIEWER FOR ADDITIONAL LOSS FACTS INFORMATION

Police Narrative:

Insured Contributing Factors:

Contributing Factors for All Claimants:

PURSUE ID08 FOR BB, DD, AND LU PMTS. PRODUCT DEFECT CLAIM

THIS ACTIVITY IS ASSIGNED TO L034

Claimant Info | File History | Account Ledger | Next Step Option | Close

Ready

Start [Icons] 2:10 PM

**SUBRO RECOVERY:**

Loss Paid	Salvage Recovery	Subro Recovery	Net Amount
\$8,384.25			\$8,384.25

STATE OF VA

AFFIDAVIT

COUNTY OF Roanoke

Ueli Cerna, being duly sworn, depose and say:

1. I am the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Creditor", which is: A corporation organized, existing and doing business under and by virtue of the laws of the State of \_\_\_\_\_.

2. As part of my employment, I am the custodian of the business records of Creditor and am familiar with the business records and have personal knowledge of the business records of the Creditor and its business dealings with Ford Motor Company, hereinafter referred to as "Debtor."

3. That from my position and knowledge I make this affidavit: that the attached account against debtor is just and correct, within my knowledge, that the items therein stated composed the said account of said debtor resulting from Plaintiff's interest herein, that credit (if any due) has been duly given for all payments and just and lawful offsets to which said account is entitled as thereon stated, and that the balance thereof, amounting to the sum of Eight Thousand One Hundred Thirty-Four Dollars and 25/100 (\$8,134.25) Dollars is justly due and remains unpaid.

4. Debtor(s) are not upon my information and belief in the military service of the United States of America and as such have no protection under the Soldiers & Sailors Relief Act.

VERIFICATION: The undersigned, being first duly sworn, deposes and says: That he/she has read or heard read the foregoing Affidavit and knows the contents thereof; that the same is true of his/her own knowledge, except as to the matter and things alleged therein on information and belief, and as to such matters and things, he/she believes them to be true.

SWORN TO BEFORE ME THIS

19 day of April, 2008

Terrri A. Montgomery  
NOTARY PUBLIC FOR \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Ueli Cerna  
AFFIANT

Your File No. 3928468218

Our File No. 06-1756



TERRI A. MONTGOMERY  
NOTARY PUBLIC  
COMMONWEALTH  
OF VIRGINIA  
My Commission Expires  
June 30, 2009



All Action Details for Issue

[Print](#)

VIN: 1FMZU63E32J [REDACTED]      Year: 2002      Model: EXPLORER      Case: 597843163  
 Name: [REDACTED]      Owner Status: Original      WSD: 2001-08-04  
 Symptom Desc:      Primary Phone: [REDACTED]  
 Reason Desc: MISC INQUIRY - GENERAL/OTHER      Secondary Phone: [REDACTED]  
 Issue Type: 02 INFORMATION      Issue Status: CLOSED

Action: AS PER TEAM LEADER  
 Dealer:      Origin Desc: MANUAL - PHONE CSR  
 Odometer: 1 MI      Comm Type: PHONE  
 Analyst Name: LAWRENCE CAMILLE      Analyst: CLAWRE12  
 Action Date: 11/12/2003      Action Time: 16.36.23.087      Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
MATT		HAMRICK		ATTORNEY

**Comments** CUSTOMER SAID: = MATT HAMRICK : CUST'S ATTORNEY=I WROTE FORD ON OCT 22ND REGARDING A CLIENT'S EXPLORER = I RECEIVED A CALL FROM SHERRY LEECH FROM FORD CREDIT = JULIE SZYMANSKI IS THE CLAIMS ANALYTS IN THE OFFICE OF THE GENERAL COUNCIL IS WHO I NEED TO GET IN TOUCH WITH = JULIE SENT A LETTER REGARDING INFO SHE NEEDED IN ORDER TO SUBMIT THE CLAIM = CUST BOUGHT AN ESP = SHE NEEDS A RENTAL VEH = THEY WON'T REPAIR THE VEH DUE TO THE PENDING LEGAL SITUATION = SEEKING A NUMBER FOR JULIEDEALER SAID: = NONECRC ADVISED: = ADVISED CALLER THAT WE ARE UNABLE TO PROVIDE A NUMBER TO THE REQUIRED INDIVIDUAL DUE TO UNAVAILABLE RESOURCES = ADVISED CUST THAT HE WOULD NEED TO WRITE TO THE ADDRESS THAT WAS PROVIDED TO HIM

Data Element Name	Data Value
TEAM LEADER NAME	MCHINNAP

Ford Confidential

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

[REDACTED]

Case No: 2:06-1011 DCN

Plaintiff's,

vs.

FORD MOTOR COMPANY

Defendant.

**COMPLAINT**  
(Products Liability)  
(Negligence)  
(Strict Liability in Tort)  
(Breach of Implied Warranty)  
Jury Trial Requested

The Plaintiffs, complaining of the Defendant herein, would respectfully show unto this Honorable Court:

**Nature of the Action**

1. This is a negligence and products liability action claiming damages for bodily injury, pain and suffering, loss of consortium, emotional distress, medical expenses, lost wages, past, present and future damages, as well as punitive damages. This action also includes claims for breach of warranty, failure to warn, and general negligence.

2. The claims asserted herein arise out of the design, selection, inspection, testing, manufacture, assembly, equipping, marketing, distribution, and sale of, mechanically and technologically defective, and unreasonably dangerous vehicle, as well as general negligence arising out of the automatic transmission shifting from the "P" or parked position into the "R" or reverse position, striking [REDACTED] with the driver's side door knocking her to the ground, rolling over her abdomen and pinning her legs underneath the driver's side tire.

**Parties, Jurisdiction and Venue**

3. The Plaintiff's, [REDACTED] are citizens and residents of Dorchester County, South Carolina.

4. The Defendant, Ford Motor Company ("Ford") is a corporation organized and existing under the laws of some state other than the State of South Carolina, but carries on substantial business within and throughout the State of South Carolina. At all material times complained of herein, Ford was the manufacturer, designer, distributor, and/or seller of the Ford Explorer ("the Explorer") and the component parts of each vehicle's body, including the automatic transmission systems which Ford manufactured and/or installed in the Explorer.



### The Product

5. The product involved in this action is a 2002 Ford Explorer (the model vehicle is hereafter referred to as the "The Explorer"), VIN No. 1FMZU63E32 (the particular vehicle involved in the incident is hereafter referred to as the [REDACTED] Explorer".) The vehicle was purchased new from the Palmetto Ford Dealership in Charleston, South Carolina, approximately August 2001.

### The Incident

6. The incident forming the basis for this suit occurred in Dorchester County, South Carolina, on April 10, 2003, at 1518 Hwy 61, in Ridgeville, South Carolina, in which the Plaintiff, [REDACTED] needlessly suffered post-collision secondary enhanced injuries as set forth herein (the "incident".)

7. At the time of the incident, [REDACTED] was preparing to place her grandchild into the backseat child safety seat, when the 2002 Ford Explorer automatically shifted and/or unintentionally disengaged from the "P" or parked position into the "R" or reverse position, causing rapid movement of the [REDACTED] Explorer, striking her with the driver's side door knocking her to the ground. The vehicle proceeded to roll over her abdomen, pinning her legs underneath the driver's side tire. [REDACTED] grasped the car door to prevent the car from moving forward. Seeing what transpired, [REDACTED] grandchild ran back into the house for help. The housekeeper who was inside the [REDACTED] home, exited the residence, entered the vehicle, and drove the car off [REDACTED]

8. Prior to the incident in question the Explorer had never shifted into reverse after the gear shift selector was placed in the "P" or parked position and Plaintiff's had not experienced this sort of transmission issue. [REDACTED] had no warning that her Explorer was capable of traveling in reverse with the shift column parking indicator in the "P" or parked position.

9. On November 18, 2003, Plaintiff's contacted Ford Motor Company and informed Ford of the problems with the Explorer, [REDACTED] injuries, estimated expenses to date, and the service history records from Palmetto Ford. Ford Motor Company obtained the October 8, 2003, service records from Lowcountry Ford. Included within these service records is a notation from Lowcountry Ford indicating "a possible line pressure problem" and the transmission "has internal problems and needs an overhaul or replacement." An inspection of the transmission, by a Ford engineer was scheduled for the first part of December 2003 by Ford Motor Company. On December 9, 2003, after the inspection by the Ford Motor Company engineer, the [REDACTED] were notified of the defects in their transmission. Julie Szymanski of Ford Motor Company acknowledged the problem reported by her engineer and authorized the transmission replacement.

**The Product Defects - "The Explorer" and the [REDACTED] Explorer"**

10. Defendant Ford Motor Company had a legal duty to design, select, inspect, test, manufacture, assemble, equip, market, distribute, and sell the Explorer and the [REDACTED] Explorer and its related components and sub-assembly parts, so that it would provide a reasonable degree of occupant protection and "highway safety to others" during foreseeable operations occurring in the expected real world highway environment.

11. Defendant Ford Motor Company designed, selected, inspected, tested, manufactured, assembled, equipped, marketed, distributed, and sold the Explorer and [REDACTED] Explorer, their related components and sub-assembly parts, including, but not limited to, equipping them with their vehicles automatic transmission systems.

12. Defendant Ford Motor Company designed, selected, inspected, tested, manufactured, assembled, equipped, marketed, distributed, and sold the vehicles transmission systems, related components and sub-assembly parts which were selected, equipped and installed in the Explorer and the [REDACTED] Explorer.

13. Defendant Ford Motor Company through both express and implied warranties, represented that the Explorer and the [REDACTED] Explorer and their vehicles automatic transmission systems, related components and sub-assembly parts were merchantable and fit for the use intended, and that these systems would operate properly to safely contain and protect occupants and others on roads or highways in foreseeable circumstances occurring in the real world environment of the Explorer and the [REDACTED] Explorer's expected use.

14. As manufactured and marketed the Explorer and the [REDACTED] Explorer are defective, unreasonably dangerous, and unsafe for foreseeable users and occupants because their vehicles automatic transmission systems, related components and sub-assembly parts are inadequately designed and constructed, and fail to provide the degree of occupant protection and safety that a reasonable consumer would expect in foreseeable circumstances occurring in the real-world environment of their expected use.

15. The Explorer and the [REDACTED] Explorer are mechanically and technologically defective, unreasonably dangerous, and unsafe for foreseeable users and occupants in each of the following particulars:

- (a) there is a reasonable likelihood that the automatic transmission system will permit or allow it to shift out of the "P" parked position and into the "R" reverse position during ordinary use occurring in the real world;
- (b) during the incident, the [REDACTED] Explorer's automatic transmission system related components and sub-assembly parts did not operate as intended and warranted, failing to provide [REDACTED] with such reasonable degree of occupant protection and safety as a reasonable consumer would expect. This subjected [REDACTED] to serious and permanent injuries, which she

would not have sustained if the [REDACTED] Explorer's automatic transmission system, related components and sub-assembly parts had not been defective, and had provided her with a reasonable degree of occupant protection and safety;

- (c) there is a likelihood of occupant injury due to the unforeseeability of the Explorer's automatic transmission system shifting and/or unintentionally disengaging out of the "P" parked position and into the "R" reverse position, resulting in serious and unnecessary permanent injuries;
- (d) there is a likelihood of occupant injury from defects in the design, manufacture and/or programming of the vehicles various computer or electronic systems that activates or engages the automatic transmission; and
- (e) the Explorer's and the [REDACTED] Explorer's other vehicle mechanics, structures and related components and sub-assembly parts, whose specific identities are as yet undetermined, are inadequately designed and constructed and fail to provide a reasonable degree of occupant and highway safety to others allowing the vehicle to potentially cause injury or death to others traveling on the roadway in proximity to the Explorer.

16. Each of these defects subjects vehicle operators, and passengers of the Explorer and the [REDACTED] Explorer to unreasonable risks of otherwise avoidable transmission slippage, collision injuries or deaths due to the defects in the Explorer and the [REDACTED] Explorer.

17. Defendant Ford Motor Company sold, the Explorer and the [REDACTED] Explorer involved in the incident herein as a new product. The Explorer and the [REDACTED] Explorer's automatic transmission system, related components and sub-assembly parts with which it was equipped left Defendant Ford Motor Company's possession in the same condition as at the time and place of the incident, with the exception of ordinary wear and tear.

18. Defendant Ford Motor Company had a legal duty to design a reasonably safe Explorer, and they failed to warn the public and the Plaintiff, [REDACTED] of the defects in the Explorer, the [REDACTED] Explorer and the related component and sub-assembly parts with which they were equipped.

19. Defendant Ford Motor Company breached this duty by designing the Explorer and negligently failing to warn the public and the Plaintiff, [REDACTED] of these safety related defects in the Explorer, the [REDACTED] Explorer and the related component and sub-assembly parts by representing its vehicles to be safe.

20. Defendant Ford Motor Company willfully, wantonly, recklessly, and grossly negligently designed, selected, inspected, tested, manufactured, assembled,

equipped, marketed, distributed, and sold the Explorer, the [REDACTED] Explorer and its related components and sub-assembly parts in a mechanically and technologically defective, and unsafe condition, unreasonably dangerous to users and occupants during foreseeable operations occurring in the real world environment of its expected use.

### Conditions Precedent

21. Prior to designing, selecting, inspecting, testing, manufacturing, assembling, equipping, marketing, distributing, selling, renting, and/or leasing the Ford Explorer and the [REDACTED] Explorer, Defendant Ford was aware that there existed alternative automatic transmission designs, which were safer, more practical and were both mechanically, technologically and economically feasible for inclusion in the said vehicles. Upon information and belief, these alternative designs would have eliminated the defective and unsafe characteristics of the said vehicles without impairing their usefulness or making them too expensive.

22. All conditions precedent giving rise to the right to proceed with this action have occurred or have been excused.

### COUNT I NEGLIGENCE

23. The Plaintiff's, [REDACTED] and [REDACTED] re-allege and incorporate paragraphs 1 through 22 as if fully set out herein.

24. The Defendant Ford Motor Company had a legal duty to design, select, inspect, test, manufacture, assemble, equip, market, distribute, and sell the Explorer and the [REDACTED] Explorer and its related components and sub-assembly parts, so that it would provide a reasonable degree of occupant protection and "highway safety to others" during foreseeable operations occurring in the expected real world highway environment.

25. The Defendant Ford Motor Company breached its duty:

- (a) in negligently designing, selecting, inspecting, and testing the automatic transmission system, related components and sub-assembly parts in the 2002 Explorer or the [REDACTED] Explorer;
- (b) in negligently manufacturing, the automatic transmission system, related components and sub-assembly parts in the 2002 Explorer and the [REDACTED] Explorer;
- (c) in negligently assembling the automatic transmission system, related components including electrical and computer systems used to activate or engage the automatic transmission systems and sub-assembly parts in the 2002 Explorer and the [REDACTED] Explorer; and

(d) in negligently equipping the automatic transmission system, related components and sub-assembly parts in the 2002 Explorer and the [REDACTED] Explorer.

26. The above set forth accident and Plaintiff's resulting injuries and damages were proximately caused by the negligent, grossly negligent, reckless, willful and wanton acts of the Defendant in one, or all, of the particulars set forth herein.

27. The Defendant Ford Motor Company are liable in damages for breach of their implied warranties of merchantability and of fitness for a particular purpose made to the Plaintiff's when they operated and occupied the Ford Explorer and as a direct and proximate result Plaintiff's are entitled to an award of **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.**

**COUNT II**  
**STRICT PRODUCTS LIABILITY DESIGN DEFECT**

28. The Plaintiff's, [REDACTED] re-allege and incorporate paragraphs 1 through 27 as if fully set out herein.

29. The 2002 Ford Explorer and the [REDACTED] Explorer was defective with regard to the design, testing, manufacturing, distribution and sale of the Explorer and the [REDACTED] Explorer and its related components and sub-assembly parts, because it failed to provide a reasonable degree of occupant protection and "highway safety to others" during foreseeable operations occurring in the expected real world highway environment.

30. At the time Defendant Ford Motor Company sold the Plaintiff's, the 2002 Ford Explorer it was in a defective and unreasonably dangerous condition.

31. The 2002 Ford Explorer and the [REDACTED] Explorer's automatic transmission systems, related components and sub-assembly parts should be designed and manufactured to be merchantable and fit for the use intended, and that these systems would operate properly to safely contain and protect occupants and others on roads or highways in foreseeable circumstances occurring in the real world environment of the Explorer and the [REDACTED] Explorer's expected use.

32. The 2002 Ford Explorer and the [REDACTED] Explorer's automatic transmission systems, related components and sub-assembly parts could have been designed, manufactured and sold with an alternative automatic transmission systems, related components and sub-assembly parts that would operate properly to safely contain and protect occupants and others on roads or highways in foreseeable circumstances occurring in the real world environment of the Explorer and the [REDACTED] Explorer's expected use.

33. The 2002 Ford Explorer and the [REDACTED] Explorer's automatic transmission systems, related components and sub-assembly parts were defectively designed, manufactured and sold in a condition that would cause it to automatically shift and/or

unintentionally disengage from the "P" or parked position into the "R" or reverse position.

34. The above set forth accident and Plaintiff's resulting injuries and damages were proximately caused by the negligent, grossly negligent, reckless, willful and wanton acts of the Defendant in one, or all, of the particulars set forth herein.

35. The Defendant Ford Motor Company are liable in damages for breach of their implied warranties of merchantability and of fitness for a particular purpose made to the Plaintiff's when they operated and occupied the Ford Explorer and as a direct and proximate result Plaintiff's are entitled to an award of **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.**

**COUNT III**  
**MANUFACTURING DEFECT**

36. The Plaintiff's, [REDACTED], re-allege and incorporate paragraphs 1 through 35 as if fully set out herein.

37. The 2002 Ford Explorer and the [REDACTED] Explorer's automatic transmission systems, related components and sub-assembly parts sold the Plaintiff's the 2002 Ford Explorer, VIN #1FMZU63E32U [REDACTED] containing a manufacturing defect relative to the automatic transmission systems, related components including electrical and computer systems used to activate or engage the automatic transmission systems and sub-assembly parts.

38. The manufacturing defect in the Plaintiff's 2002 Ford Explorer caused the automatic transmission systems, related components and sub-assembly parts, to automatically shift and/or unintentionally disengage from the "P" or parked position into the "R" or reverse position.

39. The above set forth accident and Plaintiff's resulting injuries and damages were proximately caused by the negligent, grossly negligent, reckless, willful and wanton acts of the Defendant in one, or all, of the particulars set forth herein.

40. The Defendant Ford Motor Company is liable in damages for strict liabilities for the Ford Explorer and as a direct and proximate result Plaintiff's are entitled to an award of **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.**

**COUNT IV**  
**A NEGLIGENT FAILURE TO WARN**

41. The Plaintiff's, [REDACTED] re-allege and incorporate paragraphs 1 through 40 as if fully set out herein.

42. The Defendant Ford Motor Company had a duty to warn consumers, of the defects, in the automatic transmission systems, related components and sub-assembly parts, design, selection, inspection, testing, manufacturing, assembling, and equipping, of the 2002 Ford Explorer.

43. The Defendant Ford Motor Company knew or should have known, the 2002 Ford Explorer was defective with regard to the design, selection, inspection, testing, manufacturing, assembling, equipping, marketing, and distribution.

44. The Plaintiff's had no knowledge of the defects in the automatic transmission systems, related components and sub-assembly parts, design, selection, inspection, testing, manufacturing, assembling, and equipping, of the 2002 Ford Explorer.

45. The Plaintiff's, at no time prior to their 2002 Ford Explorer automatically shifting and/or unintentionally disengaging from "P" or parked position, into the "R" or reverse position, had any knowledge nor were they warned by the Defendant Ford Motor Company, the automatic transmission systems, related components and sub-assembly parts could malfunction.

46. By reason of the foregoing, the Defendant Ford Motor Company breached their duty to warn by failing to notify the Plaintiff of the automatic transmission systems, related components and sub-assembly parts ability to automatically shift and/or unintentionally disengage from "P" or parked position, into the "R" or reverse position.

47. The above set forth accident and Plaintiff's resulting injuries and damages were proximately caused by the negligent, grossly negligent, reckless, willful and wanton acts of the Defendant in one, or all, of the particulars set forth herein.

48. The Defendant Ford Motor Company are liable in damages for breach of its failure to warn warranties of merchantability and of fitness for a particular purpose made to the Plaintiff's when they operated and occupied the Ford Explorer and as a direct and proximate result Plaintiff's are entitled to an award of **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.**

**COUNT V**  
**EXPRESS WARRANTY**

49. The Plaintiff's, [REDACTED] re-allege and incorporate paragraphs 1 through 48 as if fully set out herein.

50. By the sale of the Explorer and the [REDACTED] Explorer, Defendant Ford Motor Company, expressly warranted that the Explorer and the [REDACTED] Explorer warranted and met all internal and government guidelines and regulations for its sale, when in fact it did not.

51. This express warranty of merchantability extended to the Plaintiff's, [REDACTED] who relied on such warranty.

52. The above set forth accident and Plaintiff's resulting injuries and damages were proximately caused by the negligent, grossly negligent, reckless, willful and wanton acts of the Defendant in one, or all, of the particulars set forth herein.

53. By reason of the foregoing, the Defendant are liable in damages for breach of the express warranty made to the Plaintiff's when they operated and/or occupied the Ford Explorer and as a direct and proximate result Plaintiff's are entitled to an award of **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**.

**COUNT VI**  
**DAMAGES**

54. The Plaintiff's, [REDACTED] re-allege and incorporate paragraphs 1 through 53 as if fully set out herein.

55. As a direct and proximate result of the actions of Defendant Ford Motor Company, as well as the defective, unsafe and unreasonably dangerous Ford Explorer as herein specified, the Plaintiff, [REDACTED]:

- (a) has suffered serious personal injuries, some or all of which are permanent;
- (b) has suffered continuous physical pain and suffering, mental anguish, emotional upset, fear, anger and frustration;
- (c) has suffered permanent disfigurement;
- (d) has suffered a permanent diminished capacity to enjoy life;
- (e) has sustained a loss of income and a diminished earning capacity, some of which is permanent; and
- (f) has incurred, and will continue to incur, expenses for reasonable and necessary medical care and treatment.

56. As a direct and proximate result of the actions of Defendant Ford Motor Company, as well as the defective, unsafe and unreasonably dangerous Ford Explorer as herein specified, the Plaintiff, [REDACTED]:

- (a) has suffered the loss of company, cooperation and mutual aid shared in their conjugal relationship; and
- (b) has suffered the loss of family, clergy and societal familiarity previously enjoyed.



**COUNT VIII**  
**WILLFULL AND WANTON DISREGARD**

57. The Plaintiff's, [REDACTED] re-allege and incorporate paragraphs 1 through 5 as if fully set out herein.

58. In so designing, inspecting, testing, manufacturing, assembling, marketing and distributing the Ford Explorer, and the [REDACTED] Explorer, Defendant Ford Motor Company acted willfully, wantonly, fraudulently, maliciously, oppressively, and with conscious indifference to consequences and the rights and safety of others so that punitive damages should be imposed in an amount sufficient to keep such wrongful conduct from being repeated.

59. The above set forth accident and Plaintiff's resulting injuries and damages were proximately caused by the negligent, grossly negligent, reckless, willful and wanton acts of the Defendant in one, or all, of the particulars set forth herein.

WHEREFORE, Plaintiff prays judgment against the Defendant and each of them for **ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**, attorney's fees, for the costs of this action, and for such other and further relief as this court may deem just and equitable.

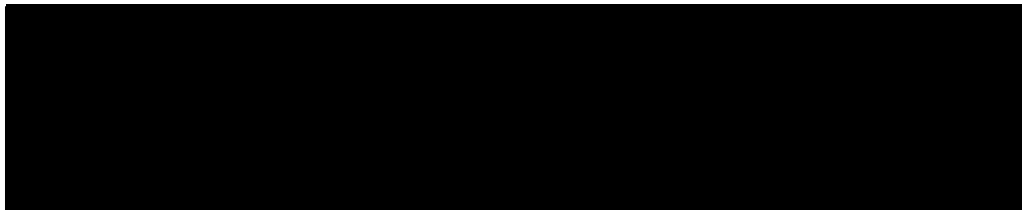
This the 30<sup>th</sup> day of March 2006.

Respectfully Submitted:

s/Frederick J. Jekel

**Frederick J. Jekel**  
S.C. Bar No. 0066491  
S.C. Federal Bar No. 6465  
**Kevin R. Dean**  
S.C. Bar No. 70347  
S.C. Federal Bar No. 8046  
Motley Rice LLC  
P. O. Box 1792  
Mount Pleasant, SC 29465  
Telephone: 843/216-9188  
Facsimile: 843/216-9440

Attorney for Plaintiff's

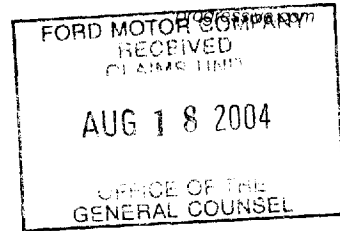


**PROGRESSIVE**

P.O. Box 43258  
Richmond Heights, OH 44143

August 13, 2004

Ford Motor Company  
Office of General Counsel  
Parklane Towers West, Suite 300  
3 Parklane Blvd.  
Dearborn, MI 48126-2568



Re: Defective gear shifter caused vehicle to roll and sustain damages  
VIN: 1FMZU73E52Z [REDACTED]  
Year: 2002  
Make: Ford  
Model: Explorer  
Our Insured: [REDACTED]  
Address: [REDACTED] Hood River, OR [REDACTED]  
Phone No.: [REDACTED] Work: [REDACTED]  
Our Claim No: [REDACTED]  
Date of Loss: 2-13-04  
Damages: \$2,249.35

**NOTICE OF SUBROGATION CLAIM**

Please accept this letter as formal notice of our subrogation rights in regard to the above-captioned claim. Demand is hereby made upon you for payment of Progressive's damages and those of Progressive's insured.

Our investigation indicates damages to our insured's vehicle was a direct result of a manufacturer's defect or negligence on your behalf. Enclosed please find all supporting documentation.

Please acknowledge receipt of my subrogation demand and forward your payment of \$2,249.35 to my attention, payable to "Progressive Northern Insurance Co., as subrogee of Phillip R. Dawson", and mail to my attention at PO Box 43258, Richmond Hts., OH 44143.

You can contact me at the number listed below should you need additional documentation or care to discuss this claim.

Thank you for your anticipated cooperation.

Progressive Northern Insurance Co.

William P. Kienzl  
Subrogation Representative  
(440) 603-7967

*-02 8/18/04*

Enclosures



Service of Process Transmittal Form  
West Trenton, New Jersey

04/20/2004

TO: Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste.1400 West  
Dearborn, MI 48126

Phone: (313) 248-6864 ex:  
FAX: (888) 868-8312  
EMAIL: CDZBANSK@FORD.COM

RE: PROCESS SERVED IN NEW JERSEY

FOR Ford Motor Company Domestic State: De

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

- 1. TITLE OF ACTION: [REDACTED] vs Ford Motor Company
- 2. DOCUMENT(S) SERVED: Summons, Complaint & Track Assignment Notice
- 3. COURT: Superior Court of New Jersey, Law Division, Hunterdon County  
Case Number L-115-04
- 4. NATURE OF ACTION: Defective Vehicle
- 5. ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, New Jersey
- 6. DATE AND HOUR OF SERVICE: By Process server on 04/20/2004 at 13:19
- 7. APPEARANCE OR ANSWER DUE: 35 days
- 8. ATTORNEY(S): Jacqueline C. Herritt, Esq  
Kimmell & Silverman PC  
89 Haddon Avenue North  
Haddonfield, NJ 08033
- 9. REMARKS: i-Note sent 04/20/2004 to CDZBANSK@FORD.COM

LITIGATION  
PRACTICE GROUP

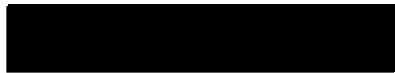
04 APR 22 P 1:29

OFFICE OF THE  
GENERAL COUNSEL

SIGNED CT Corporation System  
PER Margaret E. Phillips  
ADDRESS 820 Bear Tavern Road  
3rd Floor  
West Trenton, NJ 08628  
SOP WS 0006241556

Information contained on this transmittal form is recorded for C T Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

Attorney(s): JACQUELINE C. HERRITT, ESQUIRE  
Address: Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
Telephone No.: 856-429-8334  
Attorney(s) for Plaintiff(s):

  
vs.  
**Ford Motor Company**

Plaintiff(s)  
Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
DIVISION  
HUNTERDON COUNTY  
DOCKET NO. L-115-04  
CIVIL ACTION

**Summons**

From the State of New Jersey  
To the Defendant(s) named above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee\* payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these office is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: March 18, 2004

Donald Phelan  
Superior Court Clerk

Name of Defendant to be Served: Ford Motor Company  
Address of the Defendant to be Served: c/o CT Corporation, 820 Bear Tavern Road, West Trenton, NJ 08628  
\* \$105.00 FOR CHANCERY DIVISION CASES OR \$110.00 FOR LAW DIVISION CASES

HUNTERDON COUNTY JUSTICE CENTER  
CIVIL DIVISION  
65 PARK AVE  
FLEMINGTON NJ 08822

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 237-5820  
COURT HOURS

DATE: MARCH 18, 2004  
RE: [REDACTED] VS FORD MOTOR COMPANY  
DOCKET: HNT L -000115 04

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON EDMUND R. BERNHARD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001  
AT: (908) 237-5831

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: JACQUELIN E. HERRITT  
KIMMEL & SILVERMAN  
1930 EAST STATE HIGHWAY 70  
EXECUTIVE NEWS SUITE T11  
CHERRY HILL NJ 08003

JURJACO

Jacqueline C. Herritt, Esquire  
KIMMEL & SILVERMAN, P.C.  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856)429-8334

ATTORNEY FOR PLAINTIFF

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

[REDACTED]  
Pittstown, NJ [REDACTED]

v.

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

SUPERIOR COURT OF NEW JERSEY  
HUNTERDON COUNTY

CIVIL ACTION

NO. L-115-04

### COMPLAINT

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED], Pittstown, NJ [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey, with its legal residence and principal place of business 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 September 29, 2001, Plaintiff purchased a new 2002 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMZU72E22Z [REDACTED].

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the



Lemon Law, totaled more than \$27,143.88. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

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

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

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

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

15. Pistilli 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.

16. On or about September 29, 2001, 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.

17. 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.

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

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. 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.

21. 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.

22. 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.

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

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

25. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: transmission; window; brakes and oil leak. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

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

28. 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**

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 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.

41. 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**

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

43. 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.

44. 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.

45. 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.

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

47. 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**

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

49. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. 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.

52. 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.

53. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

54. 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.

55. 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.

56. 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.

57. 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.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

59. 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.

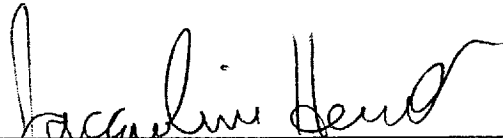
60. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- 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.

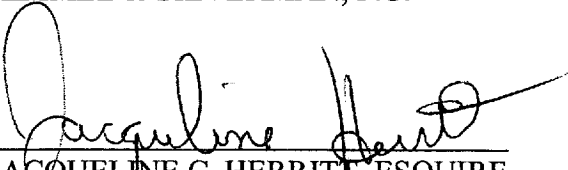
By:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856) 429-8334



**JURY-DEMAND**

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

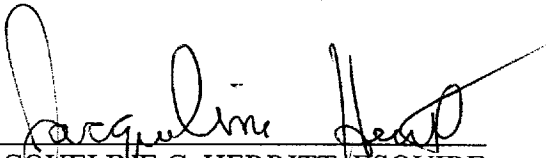
KIMMEL & SILVERMAN, P.C.

By:   
JACQUELINE C. HERRITT, 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:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

RECEIVED  
JUL 16 4:11:39  
CLERK

**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 15, 2004*

KIMMEL & SILVERMAN, P.C.

By: *Jacqueline Herritt*  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

RECEIVED  
MARCH 15 2004  
11:39

**PITTLIFFORD, INC.**  
 P.O. BOX 625  
 PARAMUS, NJ 07652  
 PHONE (201) 262-4900  
 FAX (201) 262-0561  
 www.pittliford.com

CUSTOMER  
 E-MAIL:

CUSTOMER [REDACTED] DATE 09/29/01 STOCK NO. T20124  
 ADDRESS [REDACTED] PITTSTOWN NJ 08867 State ZIP  
 HOME PHONE [REDACTED] WORK PHONE [REDACTED] SALESPERSON CARLOS E MONCION  
 D. L. NO. [REDACTED] SOC. SEC. NO. [REDACTED] D.O.B. [REDACTED]

PLEASE ENTER MY ORDER FOR ONE 2002 FORD (YEAR AND MAKE) MODEL EXPLORER  
 BODY TYPE 4X4 4DR COLOR BK HIGHLND CRN VIN 1FMCU24XXSU [REDACTED]

INTERIOR TRIM COLOR MED PARCH  
 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	25257.44
Additional Equipment (options)	N/A
M.V.S.E. TRANSFER REGISTRATION FEE	\$199.95

IF A LEASE THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$ N/A  
 TERM: N/A MONTHS  
 MILEAGE PER YEAR N/A  
 CASH DUE AT DELIVERY \$ N/A

IF A PURCHASE THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	
Less Trade-in	25457.39
TOTAL TAXABLE AMOUNT	1500.00
State Sales Tax	23357.39
	1437.44
Luxury Tax (If Applicable)	N/A
Registration/Title Fee	
Documentary Fee	123.90
Clerical Expense	\$80.00
M.V. Messenger Service	\$65.00
M.V. Fee	\$125.00
NET PAY-OFF ON TRADE-IN	N/A
TOTAL	
Deposit	25643.73
CASH BALANCE (IF VEHICLE IS PURCHASED) OR UPFRONT MONIES (IF VEHICLE IS LEASED) TO BE PAID IN ACCEPTABLE FORM OF PAYMENT TO DEALER ON DELIVERY.	
BALANCE ON DELIVERY	25643.73
	N/A
COD	N/A
BALANCE TO FINANCE	25643.73

IF A NEW VEHICLE SALE... The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the selling dealer.

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX  
 This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.  
 OR  
 The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION  
 The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 7 days from the date of delivery of such vehicle.  
 Date / / X Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)  
 The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).  
 Date / / X Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE  
 Year 1995 Make FORD Model SPORT  
 VIN 1FMCU24XXSU Mileage  
 Trade-in Value [REDACTED] Date of 09/29/01  
 Less Balance Owed N/A  
 Net Trade-in Allowance 1500.00  
 Balance Owed to:  
 Address:  
 Account No.:  
 Info. From Good Thru  
 Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.  
 Date 09/29/01 Customer's Signature

Customer agrees that this Order on the face and reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees that this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or his authorized agent comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL THE CUSTOMER HAS RECEIVED THE DEALER'S AUTHORIZED REPRESENTATIVE. Customer by his execution of this Order acknowledges that he has read its terms and conditions and agrees to be bound by the terms hereof. ORDER FORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE MANUFACTURER, I AM 18 YEARS OF AGE OR OLDER AND OF FULL LEGAL CAPACITY TO ENTER INTO THIS CONTRACT.

Accepted By: 9/29/01 [Signature] Date  
 Dealer or His Authorized Representative

EXHIBIT [Signature]

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

CREDITOR (Seller Name and Address)

PITTSTOWN NJ

PISTILLI FORD, INC.  
375 ROUTE 17 SOUTH  
PARAMUS NJ 07652

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 (TBS)	Vehicle Identification Number	Use For Which Purchased
NEW	2002 FORD	EXPLORER		1FMZU72E22Z	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in: 1995 FORD \$ 1500.00 Gross Allowance N/A Amount Owing

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price (including \$ 1437.44 sales tax) ..... \$ 26894.83 (1)
- Down Payment
  - Third Party Rebate Assigned To Creditor ..... \$ N/A
  - Cash Down Payment ..... \$ N/A
  - Trade-in (description above)..... \$ 1500.00
  - Total Down Payment ..... \$ 1500.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) ..... \$ 25394.83 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
  - To Public Officials (i) for official fees (license, title & registration fees \$ 123.90 and for filing fees \$ N/A); (ii) for taxes (not in Cash Price) \$ N/A ..... \$ 123.90
  - To Insurance Companies for:
    - Credit Life Insurance ..... \$ N/A
    - Credit Disability Insurance ..... \$ N/A
    - To PISTILLI FORD, INC for DDL FEE ..... \$ 125.00
    - To ..... \$ N/A
    - To ..... \$ N/A
    - Total..... \$ 248.90 (4)
- Amount Financed (3 plus 4)..... \$ 25643.73 (5)

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
0 %	\$ 0	\$ 25643.73	\$ 25643.73	\$ 27143.73

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Payment schedule	35	\$ 712.33	monthly starting
	1 final	\$ 0.00	

You must pay a late charge on the portion of each payment received more than 10 days after the due date. If the late amount is \$10.00 or less, the charge is 5 percent of the late amount or \$10.00, whichever is greater. If the late amount is more than \$10.00, the charge is 7.5 percent of the late amount or \$50.00, whichever is greater.

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

**INSURANCE**

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

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

Credit Life

Insurer

\$ N/A Premium Insured(s)

Signature(s)

Disability

Insurer

\$ N/A Premium Insured

Signature

Type of Insurance

Term

\$ N/A Premium

Insurer

Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

QUESTIONS?

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
2 %	\$ 0	\$ 25,643.75	\$ 25,643.75	of \$ 1500.00 \$ 27,143.75

Type of Insurance	N/A
Insurer	Term Premium
Signature	

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	35	\$ 712.33	monthly starting
	1 final	\$ 712.33	

**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. If the Cash Price is \$10,000 or less, the charge is 5 percent of the late amount or \$10.00, whichever is less. Otherwise the charge is 7.5 percent of the late amount or \$50.00, whichever is less.

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

**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: \_\_\_\_\_ CO-BUYER: \_\_\_\_\_

**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.

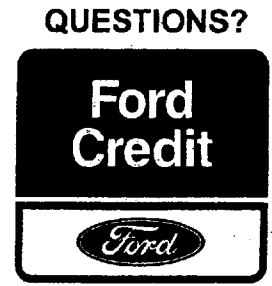
Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs \_\_\_\_\_ (Co) Buyer Signs \_\_\_\_\_

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

FC 17629-SI Oct 00 (Previous editions may NOT be used.)



PLEASE CALL US AT 1-800-727-7000  
SEE BACK FOR ADDITIONAL AGREEMENTS  
00-001

BUYER'S COPY

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

Step 1: Please print your name and account number/vehicle identification number as shown on your Ford Credit payment invoice/contract.

Step 2: Record bank/credit union name, address, account number, and routing number.

Step 3: Sign and date the authorization form.

Complete Steps 4 and 5 only if the bank/credit union account is maintained in a name other than yours.

Step 4: Please print the bank/credit union account owner's name on the line labeled "Bank/Credit Union Account Owner's Name" and supply that account owner's Social Security Number.

Step 5: The bank/credit union account owner must sign and date the authorization form.

Step 6: Return the completed Ford Credit copy of the form with one voided check or savings deposit slip. Keep the other copy of the form for your records. Information contained on this check or savings deposit slip is used by Ford Credit and your bank/credit union to properly complete the enrollment process.

Questions? Give us a call 1-800-727-7000

I/We hereby request and authorize Ford Motor Credit Company ("Ford Credit") to initiate withdrawals from the bank/credit union account named below as agreed between Ford Credit and the bank/credit union named below, or to draw by electronic funds transfer from the bank/credit union account named below funds payable to Ford Credit. This authorization covers the schedule of payments or other amounts due as described in the contract. This authorization may be canceled at any time by Ford Credit. I/We may cancel this authorization by contacting Ford Credit orally or in writing and said cancellation shall be effective five (5) business days after receipt of request.

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 Name \_\_\_\_\_  
 Bank/Credit Union Address \_\_\_\_\_  
 Bank/Credit Union Account Number \_\_\_\_\_  
 Bank/Credit Union Routing Number \_\_\_\_\_  
 Customer Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Mail to: Ford Credit, P.O. Box 542000  
Omaha, NE 68154-9968

Your Ford Credit branch representative will be happy to answer any questions you may have.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED SAVE <input type="checkbox"/>																							
LUBR FRONT SUSPENSION	CHANGE OIL	REPLACE OIL FILTER	REPACK FRONT WHEEL BRG	REPLACE POV VALVE	CHECK BRAKE SYSTEM	SERVICE TRANSMISSION	CHECK EXHAUST SYSTEM	ROTATE TIRES	BALANCE WHEELS	CHECK FT END ALIGN	CHECK SUSPENSION	SERVICE EMISSION	REPLACE CANNISTER FILTER	ENGINE TUNE/UP	CHECK COOLING SYSTEM	REPLACE FUEL FILTER	CHECK A/C	CHECK HEADLIGHT					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	

REVISED ESTIMATE (1) \$	DATE	TIME	BY
REVISED ESTIMATE (2) \$	DATE	TIME	BY
REVISED ESTIMATE (3) \$	DATE	TIME	BY

On behalf of servicing dealer, I certify that the information contained herein is accurate. Unless otherwise shown, services indicated were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by representatives of Ford.

**INSTRUCTIONS ON WORK TO BE DONE**  
 24 PAY TYPE: C  
 PERFORM COMPLEMENTARY QCM MULTI-POINT INSPECTION  
*Copilot*

**FORD** FULLERTON OF  
 FORD • CHRYSLER  
 JEEP • DODGE  
 FORD P & A CODE: 20651-9  
 CHRYSLER 66932

51\* PAY TYPE: W  
 CUSTOMER STATES DRIVER SIDE REAR WINDOW GOES UP VERY SLOW  
*LUBRICATED WINDOW TRACK*

REPAIR 1	Authorized Signature and Date	
REPAIR 2	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 3		

**WE STAND BEHIND OUR WORK 30 DAYS OR 4,000 MILES**

DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL P.O. NUMBER
NO. DAY YR.	NO. MONTHS	
FULLERTON CARES RESPONSE	SERVICE ADVISOR NO. (LAST 4 SOCIAL SECURITY)	
<input type="checkbox"/> X ONLY ONE TRANSACTION <input type="checkbox"/> MOPAR WARRANTY REPAIR ORDER <input type="checkbox"/> TRANSPORTATION CLAIM		

\*\*R0 82861\*\* \*TAG 0501\* LIC: NJ LVU50J SVC ADV: 234 JAMES S. WAGNER  
 Q2 \*\*VIN: 1FMZU72E2 2Z  
 FORD EXPLORER  
 XLS 4WD 4DR SPTUTY TRUCK  
 LICENSE: NJ SVC DLR: 820651

IN-SVC: 092901 PROD: 082701  
 ODOMETER: LAST: 26290 CURRENT: 28223  
 AVG PER DAY: 44 PER MONTH: 1320

HOME: WORK: *[Redacted]*

MILEAGE IN	DIST CODE: 1FA
MILEAGE OUT	07/03/03 11:29:08

255 NOTE: A \*\*\*\*\*PROMISED DATE: 07/03/03 TIME: 1700\*\*\*\*\*

RC	DATE	LAST SERVICE PERFORMED	MILEAGE	ADJ.	PARTS	LABOR	OPER	RECOMMENDED SERVICE FOR YOUR CAR	DESCRIPTION
C80219	051903	26290	982	21.60	109.31				
		SHUTTLE NEEDED			130.91				
		TECH HRS OP CODE							
		014 1.0 ROTBAL							COMPUTER SPIN BALANCE F
		014 .5 TCASE							REPLACE TRANSFER CASE O
		014 .3 LOF							LUBE OIL AND FILTER UP
		014 99P							PERFORM MULTI POINT INS
		014 GTIRE							ALL TIRES CHECKED OK AT
		014 GBK							ALL BRAKES CHECKED OK A
W80219	051903	26290	982						
		SHUTTLE NEEDED							
		014 CNIG							COULD NOT DUPLICATE CON



MANUFACTURER RECALL CAMPAIGNS APPLICABLE TO VO

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED  
SAVE

LUBE FRONT SUSPENSION																						
CHANGE OIL																						
REPLACE OIL FILTER																						
REPACK FRONT WHEEL BRG																						
REPLACE PCV VALVE																						
CHECK BRAKE SYSTEM																						
SERVICE TRANSMISSION																						
CHECK EXHAUST SYSTEM																						
POTATE TIRES																						
BALANCE WHEELS																						
CHECK FT END ALIGN																						
CHECK SUSPENSION																						
SERVICE EMISSION																						
REPLACE CANISTER FILTER																						
ENGINE TUNE-UP																						
CHECK COOLING SYSTEM																						
REPLACE FUEL FILTER																						
CHECK A/C																						
CHECK HEADLIGHT																						

ESTIMATE \$	DATE	TIME	BY
REVISED ESTIMATE (1) \$			
REVISED ESTIMATE (2) \$			
REVISED ESTIMATE (3) \$			

On behalf of servicing dealer, I certify that the information contained hereon is accurate. Unless otherwise shown, services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by representatives of Ford.

*called cust  
will pick up pm  
07-15*

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

**FORD**  
Fullerton 1 of  
Ford - Chrysler  
Jeep - Dodge  
Ford P & A CODE: 20651-9  
Chrysler 66932

**INSTRUCTIONS ON WORK TO BE DONE**  
51\* PAY TYPE: W  
C/S THAT THERE IS A PROBLEM WITH THE  
ANITLOCK BRAKES  
AFTER MOVING THE ABS LIGHT COMES ON

*Problems Rose Abs System*

PROGRAM CODE(S)				
REPAIR 1	Authorized Signature and Date			
REPAIR 2	APPROVAL CODE OR NO.      COMMITMENT CODE			
REPAIR 3				
SERVICE INSTALLED PARTS				
DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER		
MO.	DAY	YR.	NO. TENTS	
FULLERTON CARES RESPONSE	SERVICE ADVISOR NO. (LAST 4 SOCIAL SECURITY)			
	OPEN SERVICE RECORD NUMBERS			

ONLY ONE TRANSACTION       WRO     RECALL     FREIGHT     SCC

MOPAR WARRANTY REPAIR ORDER

MFR. I.D.      ORG. INV/R.O. #  
CARLINE      ORG. R.D.R.N. REPAIR DATE  
LOP BOOK USED      ORG. R.D.R.N. MILEAGE  
DLR. INSTALL      BATTERY PRO-RATA

TRANSPORTATION CLAIM

CARRIER CODE      DATE VEHICLE RECEIVED  
EXCEPTION CODE      VEHICLE CLASS CODE  
DELIVERY RECEIPT      CONTROL NO.  
VESSEL NAME:      CERT. MAIL RECEIPT NO.  
      SHIPPED DATE:

\*\*RO 83455\*\*    \*TAG 0789\*    LIC: NJ LVU50J    SVC ADV: 234 JAMES S. WAGNER  
02 \*\*VIN: 1FMZU72E2 2Z [REDACTED]

FORD EXPLORER  
XLS 4WD    4DR SPTUTY TRUCK  
LICENSE: NJ [REDACTED]    SVC DLR: 820651

IN-SVC: 092901    PROD: 082701  
ODOMETER: LAST: 28223 CURRENT: 29532  
AVG PER DAY: 44 PER MONTH: 1320

MILEAGE IN  
DIST CODE: 1FA

WARNING: POSSIBLE RECHECK 07/07/03

MILEAGE OUT  
07/15/03 08:08:33

255 NOTE:      SHUTTLE NEEDED  
\*\*\*\*\*PROMISED DATE: 07/15/03 TIME: 1700\*\*\*\*

TAG [REDACTED]    \*\*RO 83455\*\*    SVC ADV: 234 RESV: 049    VIN: 1FMZU72E2 2Z [REDACTED]

TIME	DATE	LAST SERVICE PERFORMED	MILEAGE	ADV	PARTS	LABOR	OPER	EST LABOR	EST PARTS	DESCRIPTION
082861	070303		28223	234		17.34				
		R/S 7/3				17.34				
		TECH HRS OP CODE    DESC								
	864	.2 999A								ADDITIONAL - MISC. REPA
	082861	070303	28223	234						
		A								
	864	99P								PERFORM MULTI POINT INS
	864	GBK								CHECKED ALL BRAKES ALL
	864	GTIRE								CHECKED ALL TIRES ALL 0
	C80219	051903	26290	982		21.60	109.31			SHUTTLE NEEDED
							130.91			
	014	1.0 ROTBAL								COMPUTER SPIN BALANCE F

MANUFACTURER RECALL CAMPAIGNS APPLICABLE TO YOUR VEHICLE

# FULLERTON

FORD • CHRYSLER  
JEEP • DODGE

ROUTE 22 EAST • P.O. BOX 718  
SOMERVILLE • NEW, JERSEY 08876

TELEPHONE (908) 722-2500

FORD Chrysler • Jeep • Dodge

Parts (908) 722-2502 Service (908) 722-2501  
Parts (908) 722-2503 Service (908) 722-2500

- CASH
- CHARGE
- WE ACCEPT**
- M.C.
- VISA
- AM-EXPRESS
- DISCOVER

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

FULLERTON FORD • CHRYSLER • JEEP • DODGE  
SOMERVILLE, NJ

CLAIMS REVIEW

APPROVAL CODE

PARTS SUBMIT CLAIM

PARTS SCRAP OUT

\$ PARTS \$ LABOR \$ TOTAL

Authorized Signature And Date

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

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

MILEAGE OUT		MILEAGE IN	
DATE INSTALLED		DATE OUT	
MO DAY YR		CUSTOMER SIGNATURE	
ACCRUED MILEAGE		CROSS REFERENCE NUMBER	
PROGRAM CODE		APPROVAL CODE OR NO.	
CROSS REFERENCE TO		COMMITMENT CODE	

INVOICE TO

DRIVER/OWNER INFORMATION INVOICE: C00219

FOR OFFICE USE

TAG: 0146 ADV: 902 DAVIS, K INVOICED: 05/19/2003 14:05:41 KF 02 EXPLORER

VEHICLE INFORMATION

LICENSE NUMBER: NJ

CONCERN 52# PERFORM COMPLEMENTARY OCM MULTI-POINT INSPECTION  
CORRECTION PERFORM MULTI-POINT INSPECTION  
52-1 ALL TIRES CHECKED OK AT THIS TIME  
52-2 ALL BRAKES CHECKED OK AT THIS TIME

OPERATION	TECH	AMOUNT
93P	014	.00
BTTC	014	.00
GBK	014	.00

FACTORY TECH: 014 - CULBERTSON, DAN

SUBTOTAL

TYPE: C

TOTAL CHARGE FOR CONCERN .00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C00219

PARTS 18.54  
SERVICE MATERIAL 9.06  
LAB-MECHANICAL 101.90  
SUB-TOTAL 129.50  
TAX 7.41  
TOTAL CHARGE 136.91

PAYMENT DISTRIBUTION FOR INVOICE C00219

TOTAL CHARGE 136.91

CASH DUE 136.91

*Thank You*

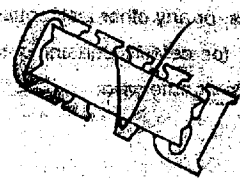
SHUTTLE NEEDED

IF YOU HAVE ANY QUESTIONS - PLEASE SEE KEITH DAVIS

THANK YOU

FULLERTON FORD

PAGE 2  
LAST PAGE



LIM 5/19/03  
503308



CHANGE OIL	REPLACE OIL FILTER	REPACK FRONT WHEEL BEARING	REPLACE PSY VALVE	CHECK BRAKE SYSTEM	SERVICE TRANSMISSION	CHECK EXHAUST SYSTEM	ROTATE TIRES	BALANCE WHEELS	CHECK FT END ALIGN	CHECK SUSPENSION	SERVICE EMISSION	REPLACE CANISTER FILTER	ENGINE TUNE UP	CHECK COOLING SYSTEM	REPLACE FUEL FILTER	CHECK A/C	CHECK HEADLIGHT
------------	--------------------	----------------------------	-------------------	--------------------	----------------------	----------------------	--------------	----------------	--------------------	------------------	------------------	-------------------------	----------------	----------------------	---------------------	-----------	-----------------

On behalf of Ford Motor Company, we warrant that the repairs performed at no charge to you were performed at the appearance of the vehicle repaired or replaced under the claim in any way with any accident, negligence or misuse. This claim are available for (1) year from the notification at the servicing dealer for inspection by representative of Ford.

**INSTRUCTIONS ON WORK TO BE DONE**

**PAY TYPE: C**  
 L.O.F LUBE OIL AND FILTER UP TO FIVE QTS WITH NEW FILTER

**51\* PAY TYPE: W**  
 CUSTOMER STATES THERE IS A CLUNK WHEN PUTTING VEHICLE INTO GEAR-GETS STUCK IN REVERSE WHEN SHIFTING FROM DRIVE TO PARK

*Could not duplicate on test drive*

**WE STAND BEHIND OUR WORK 90 DAYS OR 4,000 MILES**

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

**FORD** FULLERTON OF  
 FORD • CHRYSLER / PLYMOUTH  
 JEEP / EAGLE • KIA  
 FORD P & A CODE: 20651-9  
 CHRYSLER / PLYMOUTH 66932

PROGRAM CODE(S)	Authorized Signature and Date	
REPAIR 1	APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 2		
REPAIR 3		

SERVICE INSTALLED PARTS			
DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER	
MO. DAY YR.	NO TENTHS		

FULLERTON CARES RESPONSE  
 SERVICE ADVISOR NO. (LAST 4 SOCIAL SECURITY)  
 OPEN SERVICE RECALL NUMBERS

WRO  RECALL  FREIGHT  SCC  
 MOPAR WARRANTY REPAIR ORDER  
 MFR. LB. CARLINE L.O.P. BOOK USED D.L.R. INSTALL  
 ORG. INV. R.O. # ORG. R.O. INV. REPAIR DATE ORG. R.O. INV. MILEAGE BATTERY PRO-RATA  
 TRANSPORTATION CLAIM  
 CARRIER CODE EXCEPTION CODE DELIVERY RECEIPT VESSEL NAME  
 DATE VEHICLE RECEIVED VEHICLE CLASS CODE CONTROL NO. CERT. MAIL RECEIPT NO. SHIPPED DATE

\*\*RO 80219\*\* \*TAG 0146\* LIC: [REDACTED] SVC ADV: 982 KEITH DAVIS  
 [REDACTED] 02 \*\*VIN: 1FMZU72E2 2Z [REDACTED]  
 FORD EXPLORER  
 XLS 4WD 4DR SPTUTY  
 LICENSE: NJ [REDACTED] TRUCK  
 PITTSTOWN NJ [REDACTED] SVC DLR: 820651

IN-SVC: 092901 PROD: 082701  
 ODOMETER: CURRENT: 26286

WORK HOME [REDACTED]

MILEAGE IN	DIST CODE: 1FA
MILEAGE OUT	05/19/03 07:28:24

255 NOTE: SHUTTLE NEEDED \*\*\*PROMISED DATE: 05/19/03 TIME: 1700\*\*\*

\*TAG 0146\* \*\*RO 80219\*\* SVC ADV: 982 RESV: 006 VIN: 1FMZU72E2 2Z [REDACTED]

- CASH
- CHARGE
- WE ACCEPT**
- M.C.
- VISA
- AM-EXPRESS
- DISCOVER



# FULLERTON

FORD • CHRYSLER  
 JEEP • DODGE  
 ROUTE 22 EAST • P.O. BOX 718  
 SOMERVILLE • NEW, JERSEY 08876  
 TELEPHONE (908) 722-2500



ALL PARTS ARE NEW  
 UNLESS OTHERWISE  
 INDICATED

FORD Parts (908) 722-2502 Chrysler • Jeep • Dodge  
 Service (908) 722-2501 Service (908) 722-2503  
 (908) 722-2560

**FULLERTON FORD • CHRYSLER • JEEP • DODGE • SOMERVILLE, NJ**  
 (CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW     AUTHORIZATION TO SUBMIT CLAIM     PARTS SCRAP OUT

\$ PARTS    \$ LABOR    \$ TOTAL

Authorized Signature And Date

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

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

SERVICE INSTALLED PARTS	DATE INSTALLED	DATE OUT	CUSTOMER SIGNATURE
ACCRUED MILEAGE	MO    DAY    YR	PROGRAM CODE	CROSS REFERENCE NUMBER
OMIT TENTHS	CROSS REFERENCE TO	APPROVAL CODE OR NO.	COMMITMENT CODE
MILEAGE OUT			

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION: [REDACTED] INVOICE: C30219

PITTSFORD NJ WORK: [REDACTED] HOME: [REDACTED] PITTSFORD NJ WORK: [REDACTED] HOME: [REDACTED]

FOR OFFICE USE: VIN: J1-MZU7E22A [REDACTED] LICENSE NUMBER: NJ [REDACTED]

ADV: 902 DAVIS, KE INVOICE: PRELIM CUS C W KF TAX RULES: YYINN INVOICED: 05/19/2003 14:05:41 02 FORD EXPLORER XLS AWD ADR SPTUTY

ODOMETER IN: 26286 OUT: 26290 DIST: 1FA DATES IN SERVICE: 092901 PRODUCTION: 032701

DATES BGIN: 05/19/03 DONE: 05/19/03

CONCERN	OPERATION	TECH	AMOUNT
24: ROTATE AND BALANCE	ROTBAL	014	*
CORRECTION COMPUTER SPIN BALANCE FOUR TIRES AND ROTATE TIRES			
FACTORY TECH: 014 - CULBERTSON, DAN			
TOTAL CHARGE FOR CONCERN			59.95

CONCERN	OPERATION	TECH	AMOUNT
25: REPLACE TRANSFER CASE OIL	TRASE	014	* 30.00
CORRECTION REPLACE TRANSFER CASE OIL			
FACTORY TECH: 014 - CULBERTSON, DAN			
SUBTOTAL			7.20
PARTS			30.00
LAB-MECHANICAL			37.20
TOTAL CHARGE FOR CONCERN			37.20

*Thank You*

CONCERN	OPERATION	TECH	AMOUNT
50: LUB LUBE OIL AND FILTER UP TO FIVE QTS WITH NEW FILTER	LUB	014	* 11.95
CORRECTION LUBE OIL AND FILTER UP TO 5 QTS.			
COMMENT LUB			
PART NUMBER	QTY	SELL	
FMC K17FL820-5	15	11.34	11.34
FMC F1AZ 6731 DU	1	**	**
FMC XO 5W30 OSP	5	**	**
FACTORY TECH: 014 - CULBERTSON, DAN			
SUBTOTAL			11.34
PARTS			11.95
LAB-MECHANICAL			11.95
TOTAL CHARGE FOR CONCERN			23.90

503307

As the repair work hereinafter set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or other parts or accessories caused by unavailability of parts or delays in parts shipments by the dealer or for any delays caused by unavailability of parts or delays in parts shipments by the dealer where for the purpose

ESTIMATE \$	DATE	TIME	BY
REVISED ESTIMATE (1) \$	DATE	TIME	BY
REVISED ESTIMATE (2) \$	DATE	TIME	BY
REVISED ESTIMATE (3) \$	DATE	TIME	BY

On behalf of servicing dealer, I certify that the information contained hereon is accurate. Unless otherwise shown, services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by representatives of Ford.

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

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED SAVE <input type="checkbox"/>																							
LUBE FRONT SUSPENSION	CHANGE OIL	REPLACE OIL FILTER	REPACK FRONT WHEEL BRG	REPLACE PCV VALVE	CHECK BRAKE SYSTEM	SERVICE TRANSMISSION	CHECK EXHAUST SYSTEM	ROTATE TIRES	BALANCE WHEELS	CHECK FT END ALIGN	CHECK SUSPENSION	SERVICE EMISSION	REPLACE CANISTER FILTER	ENGINE TUNE-UP	CHECK COOLING SYSTEM	REPLACE FUEL FILTER	CHECK A/C	CHECK HEADLIGHT					
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**

51\* PAY TYPE: W  
CUST STATES SHIFT LEVER STICKS IN REVERSE WHEN GOING FROM DRIVE TO PARK  
*Performed Gen Service*

52 PAY TYPE: W  
CUST STATES OIL LEAKING FROM FRONT/MIDDLE OF VEHICLE ONTO PAVEMENT  
*TIGHTENED DRAIN PLUG*

53 PAY TYPE: W  
CUST STATES LEFT REAR WINDOW STICKS WHEN GOING DOWN WHEN JUST ABOUT ALL THE WAY DOWN. SEE HISTORY  
*REPLACED WINDOW REWIND*

**FORD** FULLERTON 1 OF  
**FORD • CHRYSLER**  
**JEEP • DODGE**  
 FORD P & A CODE: 20651-9  
 CHRYSLER 66932

PROGRAM CODE(S)	Authorized Signature and Date	
REPAIR 1	APPROVAL CODE OR NO	COMMITMENT CODE
REPAIR 2		
REPAIR 3		

SERVICE INSTALLED PARTS		
DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER
MO DAY YR	NO TENTHS	

FULLERTON/ CARES RESPONSE	SERVICE ADVISOR NO (LAST 4 SOCIAL SECURITY)
OPEN SERVICE RECALL NUMBERS	

X ONLY ONE TRANSACTION

UNIVERSAL REPAIR ORDER

WRO  RECALL  FREIGHT  SCC

MOPAR WARRANTY REPAIR ORDER

MFR. I.D. CARLINE LOP BOOK USED DLR INSTALL

ORIG. INV./R.O. # ORIG. R.O./INV. REPAIR DATE ORIG. R.O./INV. MILEAGE BATTERY PRO-RATA

TRANSPORTATION CLAIM

CARRIER CODE EXCEPT/ROW CODE DELIVERY RECEIPT VESSEL NAME:

DATE VEHICLE RECEIVED VEHICLE CLASS CODE CONTROL NO. CERT. MAIL RECEIPT NO. SHIPPED DATE:

\*\*RO 86832\*\* \*TAG 0165\* LIC: NJ [REDACTED] SVC ADV: 961 ALFREDO M. AVILA  
 02 \*\*VIN: 1FMZU72E2 2Z [REDACTED]\*\*  
 FORD EXPLORER  
 XLS 4WD 4DR SPTUTY TRUCK  
 LICENSE: NJ [REDACTED] SVC DLR: 820651

IN-SVC: 092901 PROD: 082701  
 ODOMETER: LAST: 29201 CURRENT: 32924  
 AVG PER DAY: 45 PER MONTH: 1350

HOME: [REDACTED]  
 WORK: [REDACTED]

NOTE: 4:00

\*\*\*\*PROMISED DATE: 09/12/03 TIME: 1700\*\*\*\*

MILEAGE IN	DIST CODE: 1FA
MILEAGE OUT	09/12/03 07:54:1

- CASH
- CHARGE
- WE ACCEPT**
- M.C.
- VISA
- AM-EXPRESS
- DISCOVER



# FULLERTON

FORD CHRYSLER JEEP DODGE  
 ROUTE 22 EAST • P.O. BOX 718  
 SOMERVILLE • NEW JERSEY 08876  
 TELEPHONE (908) 722-2500

**FORD**

Parts (908) 722-2502  
 Service (908) 722-2501

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

**CHRYSLER / JEEP / DODGE**

Parts (908) 722-2503  
 Service (908) 722-2560

**SERVICE INSTALLED PARTS**

DATE INSTALLED  
 MO | DAY | YR.  
 ACCRUED MILEAGE  
 OMIT TENTHS  
 CROSS REFERENCE TO

FULLERTON FORD • CHRYSLER • JEEP • DODGE • SOMERVILLE, NJ  
 (CHECK (✓) APPROPRIATE BOX)  
 CLAIMS REVIEW  
 AUTHORIZATION TO SUBMIT CLAIM  
 PARTS SCRAP OUT  
 \$ PARTS \$ LABOR \$ TOTAL  
 AUTHORIZED SIGNATURE AND DATE  
 ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.  
 (SIGNED) DEALER GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

MILEAGE OUT  
 DATE OUT  
 PROGRAM CODE

CROSS REFERENCE NUMBER  
 APPROVAL CODE OR NO. COMMITMENT CODE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C92399

[REDACTED] NJ [REDACTED] PITTSBURY NJ [REDACTED]

WORK: [REDACTED] HOME: [REDACTED] WORK: [REDACTED] HOME: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0088 ADV: 961 AVILA, AL INVOICE: PRELIM CUS C AA VIN 1FMZU72E22Z [REDACTED] LICENSE NUMBER: NJ [REDACTED]  
 TAX RULES: YYINN INVOICED: 12/17/2003 14:27:14 02 FORD EXPLORER XLS 4WD 4DR SPTUTY GREEN  
 ODOMETER IN: 38856 OUT: 38856 DIST: 1FA DATES INSERVICE: 092901 PRODUCTION: 082701  
 DATES BEGIN: 12/17/03 DONE: 12/17/03

CONCERN 24\* PERFORM COMPLEMENTARY QCM MULTI-POINT INSPECTION OPERATION TECH AMOUNT  
 CORRECTION PERFORM MULTI POINT INSPECTION 99P 210 .00  
 24-1 BRAKES REQUIRE IMMEDIATE ATTN RBK 210 .00  
 24-2 CHECKED ALL TIRES MAY NEED ATTN SOON YTIRE 210 .00  
 COMMENT PERFORM SERVICE  
 TECH NOTES TECH RECOMMENDS FRONT BRAKES, SERP BELT, WATER PUMP PULLY, DIFF SEALS  
 ARE LEAKING, SEE ATTCHMENT FOR DETAILS, CUST DECLINED AT THIS TIME  
 FACTORY TECH: 210 - HEWITT, KEVIN P

----- SUBTOTAL -----  
 TOTAL CHARGE FOR CONCERN .00

CONCERN 51 CUST STATES THAT TURN SIGNALS LIGHT BUT DON'T FLASH OPERATION TECH AMOUNT  
 CORRECTION DIAG. R/R FLASHER BT 210 90.00  
 PART NUMBER PO# NOTE DESCRIPTION QTY SELL  
 FMC\* F65Z 13350 AA FLSHR ASY TURN SIG 1 19.18  
 FACTORY TECH: 210 - HEWITT, KEVIN P

----- SUBTOTAL -----  
 PARTS 19.18  
 LAB-MECHANICAL 90.00  
 TOTAL CHARGE FOR CONCERN 109.18

CONCERN 52 CUST STATES DRIVER SIDE DOOR HINGE BOLT KEEPS COMING LOOSE OPERATION TECH AMOUNT  
 CORRECTION APPLIED LOCK-TITE, RETORQUE BOLTS BT 210 27.00  
 FACTORY TECH: 210 - HEWITT, KEVIN P

----- SUBTOTAL -----  
 LAB-MECHANICAL 27.00  
 TOTAL CHARGE FOR CONCERN 27.00

TYPE: C

CUSTOMER SIGNATURE X

CUSTOMER

90349

ON LINE SERVICE INVOICING BY [use] 11/19/9

- CASH
- CHARGE
- WE ACCEPT**
- M.C.
- VISA
- AM-EXPRESS
- DISCOVER



**CHRYSLER**

# FULLERTON

FORD CHRYSLER JEEP DODGE

ROUTE 22 EAST • P.O. BOX 718  
SOMERVILLE • NEW JERSEY 08876  
TELEPHONE (908) 722-2500

**FORD**

Parts (908) 722-2502  
Service (908) 722-2501



**DODGE**

**CHRYSLER / JEEP / DODGE**

Parts (908) 722-2503  
Service (908) 722-2560

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

SERVICE INSTALLED PARTS

DATE INSTALLED

MO | DAY | YR.

ACCRUED MILEAGE

OMIT TENTHS

CROSS REFERENCE TO

FULLERTON FORD • CHRYSLER • JEEP • DODGE • SOMERVILLE, NJ

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW     AUTHORIZATION TO SUBMIT CLAIM     PARTS SCRAP OUT

\$ PARTS    \$ LABOR    \$ TOTAL

AUTHORIZED SIGNATURE AND DATE

ON BEHALF OF SERVING 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 SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

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

MILEAGE OUT

DATE OUT

PROGRAM CODE

CROSS REFERENCE NUMBER

APPROVAL CODE OR NO.    COMMITMENT CODE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C92399

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0088 ADV: 961 AVILA, A INVOICED: 12/17/2003 14:27:14 AA 02 EXPLORER GREEN LICENSE NUMBER: NJ

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C92399	
PARTS	19.18
SERVICE MATERIAL	3.51
LAB-MECHANICAL	117.00
SUB-TOTAL	139.69
TAX	8.38
TOTAL CHARGE	148.07

PAYMENT DISTRIBUTION FOR INVOICE C92399	
TOTAL CHARGE	148.07
CASH DUE	148.07

DS

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ALFREDO M. AVILA

THANK YOU  
FULLERTON FORD

PAGE 2  
LAST PAGE

CUSTOMER SIGNATURE X

CUSTOMER

PE09-020 0077 LC

88346



# FULLERTON

FORD CHRYSLER JEEP DODGE  
ROUTE 22 EAST • P.O. BOX 718  
SOMERVILLE • NEW JERSEY 08876  
TELEPHONE (908) 722-2500

FORD

Parts (908) 722-2502  
Service (908) 722-2501

- CASH
- CHARGE
- WE ACCEPT
- M.C.
- VISA
- AM-EXPRESS
- DISCOVER



ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

CHRYSLER / JEEP / DODGE

### SERVICE INSTALLED PARTS

DATE INSTALLED: MO: \_\_\_\_\_ DAY: \_\_\_\_\_ YR: \_\_\_\_\_

ACCRUED MILEAGE: \_\_\_\_\_

OMIT TENTHS: \_\_\_\_\_

CROSS REFERENCE TO: \_\_\_\_\_

FULLERTON FORD • CHRYSLER • JEEP • DODGE • SOMERVILLE, NJ

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW:

AUTHORIZATION TO SUBMIT CLAIM:

PARTS SCRAP OUT:

TOTAL: \$ \_\_\_\_\_

### MILEAGE OUT

DATE OUT: 2/25/04

PROGRAM CODE: 4/M

Parts (908) 722-2503  
Service (908) 722-2560

### CROSS REFERENCE NUMBER

APPROVAL CODE OR NO. \_\_\_\_\_ COMMITMENT CODE \_\_\_\_\_

### DRIVER/OWNER INFORMATION -- INVOICE: C92911

PITTS TOWN NJ  
WORK: \_\_\_\_\_ HOME: \_\_\_\_\_

PITTS TOWN NJ  
WORK: \_\_\_\_\_ HOME: \_\_\_\_\_

### FOR OFFICE USE

### VEHICLE INFORMATION

TAG: 0013 ADV: 961 AVILA, AL INVOICE: PRELIM CUS C SD VIN 1FMZU72E22Z \_\_\_\_\_ LICENSE NUMBER: NJ \_\_\_\_\_

TAX RULES: YY1NN INVOICED: 12/23/2003 13:43:48 02 FORD EXPLORER XLS 4WD 4DR SPTUTY GREEN

ODOMETER IN: 39175 OUT: 39175 DIST: 1FA DATES INSERVICE: 092901 PRODUCTION: 082701

DATES BEGIN: 12/23/03 DONE: 12/23/03

CONCERN	REPLACE FRONT BRAKES AND MACHINE ROTORS USE MOTORKRAFT ROTORS	OPERATION	TECH	AMOUNT
CORRECTION	REPLACED FRONT BRAKES AND MACHINED ROTORS IF NECESSARY	FBRK	364	* 125.00
	PART NUMBER PO# NOTE DESCRIPTION QTY SELL			
	FMC 2U2Z 1V125 BA RTR BRK SERV 2 102.90 205.80			
	FMC KIT2L2Z2001BA BRAKES 1 ** **			
	FMC 2L2Z 2001 BA KIT-BRAKE SHOE AND L 1S 77.00 77.00			
	030 BRAKLEEN CLEANER 2S 2.50 5.00			

FACTORY TECH: 364 - HORVATH, GEZA J

----- SUBTOTAL -----

PARTS	287.80
LAB-MECHANICAL	125.00
TOTAL CHARGE FOR CONCERN	412.80

TYPE: C

### GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C92911

PARTS	287.80
SERVICE MATERIAL	3.75
LAB-MECHANICAL	125.00
SUB-TOTAL	416.55
TAX	25.00
TOTAL CHARGE	441.55

PAYMENT DISTRIBUTION FOR INVOICE C92911

TOTAL CHARGE	441.55
CASH DUE	441.55

*Visa*  
**PAID**

A  
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ALFREDO M. AVILA  
THANK YOU  
FULLERTON FORD

PAGE 1

LAST PAGE

CUSTOMER SIGNATURE X

ACCOUNTING

PE09-020 0078 LC

88346

© 1979

UCS

ON LINE SERVICE INVOICING BY

Summary

PITTSTOWN  
HUNTERDON  
NJ [REDACTED] UNITED STATES  
HOME PH: [REDACTED]

LAST SERV MILEAGE: 032924

1FMZU72E22Z [REDACTED] NJ [REDACTED] MILE:000010 LAST SERV:09/24/03  
02 FORD EXPLORER XLS 4WD 4DR SPTUTY GREEN IN-SERV DATE:09/29/01

O W86832 Y 09/12/03 32924 961 INV=092403

RS9/23  
N 51 PAY TYPE W TECH1-364 1.20 OPR-CODE 3514A  
LIT5 41 FP 3L2Z3C529BA  
CUST STATES SHIFT LEVER STICKS IN REVERSE WHEN GOING FROM DRIVE TO PARK  
SHIFT LVR STICKS IN REV FRM DRIVE  
STEERING COLUMN ASSEMBLY - REMOVE AND INSTALL

N 51-1 PAY TYPE W TECH1-364 OPR-CODE 99P  
LIT5 X

N 52 PAY TYPE W TECH1-203 OPR-CODE NC  
LIT5 A FP A  
CUST STATES OIL LEAKING FRON FRONT/MIDDLE OF VEHICLE ONTO PAVEMENT  
LOOSE DRAIN PLUG  
NO CHARGE

N 53 PAY TYPE W TECH1-203 1.00 2-364 .30 OPR-CODE 27406B  
LIT5 42 FP 3L2Z7827009BA  
CUST STATES LEFT REAR WINDOW STICKS WHEN GOING DOWN WHEN JUST ABOUT ALL TH  
REAR WINDOW STICKS WHN GNG DOWN  
TRIM PANEL-REAR DOOR - REMOVE AND INSTALL

N 53-1 PAY TYPE W TECH1-203 1.00 2-364 .30 OPR-CODE 27406B8P  
LIT5 X

REGULATOR ASSEMBLY-REAR DOOR WINDOW - REPLACE  
N 53-2 PAY TYPE W TECH1-364 OPR-CODE 27406B1  
LIT5 X

CORRECTION OF SQUEAKS & RATTLES OR PERFORM MINOR ADJUSTMENTS  
N 53-3 PAY TYPE W TECH1-364 .40 OPR-CODE 14200A  
LIT5 X

STRUT ASSEMBLY - REPAIR

W83455 Y 07/15/03 29201 234 INV=071603

SHUTTLE NEEDED

51 PAY TYPE W TECH1-203 1.00 2-203 .30 OPR-CODE 2219D  
LIT5 42 FP 3L2Z9E731AA

CUSTOMER STATES THAT THERE IS A PROBLEM WITH THE ANTILOCK BRAKES  
PROBLEM WITH ANTI LOCK BRAKES  
TEST AND REPAIRED REAR SPD SENSOR

51-1 PAY TYPE W TECH1-203 .30 OPR-CODE 2219D5  
LIT5 X

SENSOR ASSEMBLY REAR - ANTI-LOCK - REPLACE  
51-2 PAY TYPE W TECH1-203 .30 OPR-CODE 2219D13  
LIT5 X

WHEEL POINT TEST - DIAGNOSIS  
51-3 PAY TYPE W TECH1-203 OPR-CODE 99P  
LIT5 X

LIT5 33

FP 7027008.

CUSTOMER STATES DRIVER SIDE REAR WINDOW GOES UP VERY SLOW  
DRIVERS SIDE REAR WINDOW  
ADDITIONAL - MISC. REPAIRS  
TEST LUBED LR WINDOW

-----  
O C82861 N 07/03/03 28223 234 INV=070303

A  
N 24 PAY TYPE C TECH1-864 OPR-CODE 99P  
PERFORM COMPLEMENTARY QCM MULTI-POINT INSPECTION  
PERFORM MULTI POINT INSPECTION  
PERFORM SERVICE  
N 24-1 PAY TYPE C TECH1-864 OPR-CODE GBK  
CHECKED ALL BRAKES ALL OK AT THIS TIME  
PERFORM SERVICE  
N 24-2 PAY TYPE C TECH1-864 OPR-CODE GTIRE  
CHECKED ALL TIRES ALL OK AT THIS TIME  
PERFORM SERVICE

-----  
O C80219 N 05/19/03 26290 982 INV=051903  
SHUTTLE NEEDED

N 24 PAY TYPE C TECH1-014 1.00 OPR-CODE ROTBAL  
ROTATE AND BALANCE  
COMPUTER SPIN BALANCE FOUR TIRES AND ROTATE TIRES  
N 25 PAY TYPE C TECH1-014 .50 OPR-CODE TCASE  
REPLACE TRANSFER CASE OIL  
REPLACE TRANSFER CASE OIL  
N 50 PAY TYPE C TECH1-014 .30 OPR-CODE LOF  
LOF LUBE OIL AND FILTER UP TO FIVE QTS WITH NEW FILTER  
LUBE OIL AND FILTER UP TO 5 QTS.  
LOF  
N 52 PAY TYPE C TECH1-014 OPR-CODE 99P  
PERFORM COMPLEMENTARY QCM MULTI-POINT INSPECTION  
PERFORM MULTI POINT INSPECTION  
N 52-1 PAY TYPE C TECH1-014 OPR-CODE GTIRE  
ALL TIRES CHECKED OK AT THIS TIME  
N 52-2 PAY TYPE C TECH1-014 OPR-CODE GBK  
ALL BRAKES CHECKED OK AT THIS TIME

-----  
O W80219 Y 05/19/03 26290 982 INV=051903  
SHUTTLE NEEDED

N 51 PAY TYPE W TECH1-014 OPR-CODE CNIG  
LIT5 Z  
CUSTOMER STATES THERE IS A CLUNK WHEN PUTTING VEHICLE INTO GEAR-GETS STUCK  
Z  
COULD NOT DUPLICATE CONCERN ON ROAD TEST WITH CUSTOMER  
JD OF DATA





C.

06-614735 NP 5/23/2006  
JDG: SUSAN D BORMAN  
DIAL MARGARET  
VS  
FORD MOTOR COMPANY



**SUMMONS AND  
RETURN OF SERVICE**

COURT ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT 5243  
TELEPHONE NO. (313) 224-

THIS CASE ASSIGNED TO JUDGE: SUSAN D BORMAN

Bar Number: 11014

PLAINTIFF

DEFENDANT

PL 01 VS FORD MOTOR COMPANY DF 003

**PLAINTIFF'S ATTORNEY**

JOEL B. SKLAR  
(P-38338)  
615 GRISWOLD ST STE 1300  
DETROIT, MI 48226-3903  
313-963-3377

OFFICE OF THE CLERK  
PATRICIA J. SHERRY, CLERK

6 MAY 30 P 3:10

CASE FILING FEE PAID		JURY FEE NO JURY DEMAND FILED
ISSUED 05/23/06	THIS SUMMONS EXPIRES 08/22/06	DEPUTY COUNTY CLERK CLARA RECTOR,

\*This summons is invalid unless served on or before its expiration date. Cathy M. Garrett - Wayne County Clerk

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

- 1. You are being sued.
  - 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
  - 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.  
 A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.  
 There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.  
 An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

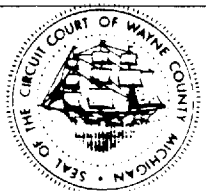
The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action  remains  is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

\_\_\_\_\_  
Date Signature of attorney/plaintiff



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

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangements.

# RETURN OF SERVICE

Case No. \_\_\_\_\_

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

## CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE

### OFFICER CERTIFICATE

OR

### AFFIDAVIT OF PROCESS SERVER

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)] and that \_\_\_\_\_ (notary not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that \_\_\_\_\_ (notary required)

- I served personally a copy of the summons and complaint,
- I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with \_\_\_\_\_  
List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

After diligent search and inquiry, I have been unable to find and serve the following defendant(s):

I have made the following efforts in attempting to serve the defendant(s): \_\_\_\_\_

I have personally attempted to serve the summons and complaint, together with \_\_\_\_\_ Attachment

\_\_\_\_\_ on \_\_\_\_\_ Name

at \_\_\_\_\_ Address and have been unable to complete service because the address was incorrect at the time of filing

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature

Title

Subscribed and sworn to before me on \_\_\_\_\_ Date \_\_\_\_\_ County, Michigan.

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Signature: \_\_\_\_\_ Deputy court clerk/Notary public

## ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments

\_\_\_\_\_ on \_\_\_\_\_ Day, date, time

\_\_\_\_\_ on behalf of \_\_\_\_\_ Signature

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

██████████ an individual, and  
her husband, ██████████

Plaintiffs,

vs.

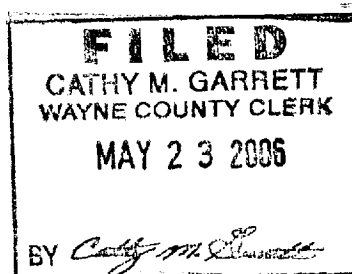
FORD MOTOR COMPANY, a foreign  
Corporation, and PAT MILLIKEN FORD, INC., a  
Michigan corporation, jointly and severally,

Defendants.

06-614735 NP 5/23/2006  
JDG:SUSAN D BORMAN  
DIAL MARGARET  
VS  
FORD MOTOR COMPANY

\_\_\_\_\_  
JOEL B. SKLAR P38338  
Attorney for Plaintiffs  
1300 Ford Bldg.  
615 Griswold  
Detroit, MI 48226  
313-963-3377

ALSPECTOR, SOSIN, BARSON,  
SCHAFFER & SOSIN, P.C.  
ROBERT M. SOSIN P35414  
Co-Counsel for Plaintiffs  
30100 Telegraph Road, Suite 302  
Ingham Farms, MI 48025  
48-642-3200



COMPLAINT

NOW COME Plaintiffs ██████████ by their counsel, and for their  
complaint against the above-named Defendants, jointly and severally, state as follows:

1. Plaintiff ██████████ ("Plaintiff") is, and at all times pertinent herein has been, a  
resident of Wayne County, Michigan.
2. Plaintiff ██████████ is, and at all times pertinent herein has been, a resident of

Wayne County, Michigan and the husband of Plaintiff.

3. Plaintiffs are informed and believe and therefore aver that Defendant Ford Motor Company (“FMC”) is, and at all times pertinent herein has been, a foreign corporation with its principal place of business and office of its resident agent located in Wayne County, Michigan, and engaged in the manufacture, design, assembly, sale, advertising and marketing of motor vehicles including but not limited to the motor vehicle leased by Plaintiffs herein.

4. Plaintiffs are informed and believe and therefore aver that Defendant Pat Milliken Ford, Inc. (“Milliken”) is, and at all times pertinent herein has been, a domestic corporation with its principal place of business and office of its registered agent located in Wayne County, Michigan, and engaged in the business of selling, inspecting, marketing, repairing, maintaining and servicing motor vehicles manufactured by Defendant FMC.

5. All of the events, transactions and facts which give rise to this action occurred in Wayne County, Michigan.

6. This Court has jurisdiction over this matter in that the amount in controversy greatly exceeds the sum of \$25,000.00, exclusive of interest, costs and fees.

7. Plaintiffs leased from Defendant Milliken a 2003 Ford Explorer motor vehicle bearing VIN 1FMZU63K73U [REDACTED] (the “subject vehicle”) on, prior to and after July 8, 2004.

8. Defendant FMC manufactured, designed, assembled, sold, marketed, advertised and placed in the stream of commerce the subject vehicle.

9. On or about July 8, 2004, Plaintiff activated the subject vehicle, backed it out of Plaintiffs’ residential garage, placed the vehicle’s gear shift in the “Park” position on the apron of Plaintiffs’ driveway, then exited the subject vehicle and went to open the rear, driver-side door of

the vehicle when suddenly and unexpectedly (to Plaintiff) the vehicle jumped out of gear and began to roll backward down Plaintiffs' driveway toward Plaintiff.

10. In response thereto, Plaintiff jumped out-of the way of the rolling subject vehicle and attempted to return to the driver's seat to bring the vehicle to a stop by placing her right foot on the brake.

11. As Plaintiff attempted to bring the subject vehicle to a stop, Plaintiff was caused to be knocked down as the driver-side front door of the subject vehicle closed upon her leg and foot and dragged her for a considerable distance.

12. The subject vehicle was only brought to a stop when Plaintiffs' minor son, [REDACTED] ran to and entered the subject vehicle and applied pressure to the brake.

13. Plaintiff suffered serious and permanent injuries to her lower right extremity, including serious, disfiguring injuries to her right ankle and foot and other injuries and damages more fully set forth below, and she was immediately transported to Garden City Hospital.

14. As the entities involved in the manufacturing, designing, selling, marketing, advertising, assembling, inspecting, repairing, maintaining, placing into the stream of commerce and/or testing of the subject vehicle, Defendants (and each of them), their respective agents, servants and employees owed certain duties to Plaintiffs herein, including but not limited to those duties to observe the laws of the State of Michigan, the various statutes and regulations of the State of Michigan and of the Federal government and the industry standards (as a minimum), the pertinent ordinances, the common law in such case made and provided, the contractual obligations and undertakings between Defendants and Plaintiffs, both expressed and implied, in the design, manufacture, assembly, marketing, distribution, advertising, recall, repair,

modification, servicing, and/or replacement of the subject vehicle and its component parts and systems, and in the placing and giving of warnings and instructions on the subject vehicle itself and/or otherwise, in connection with the usage thereof by persons including Plaintiffs herein, Plaintiffs having fully performed all things by them to be performed thereunder.

15. In addition, such Defendants expressly and/or impliedly warranted that the subject vehicle and its component parts were of merchantable quality and would be safe and fit for ordinary use, and would be reasonably fit for the purposes and uses intended and/or reasonably foreseeable uses, and would not cause injury; and Plaintiffs were protected by such warranties.

16. However, Defendants, and each of them, their respective agents, servants and employees, did breach their duties and obligations owing to Plaintiffs in the following ways, among others: by manufacturing, designing, selling, marketing, advertising, installing, assembling, inspecting, monitoring, repairing, maintaining, placing into the stream of commerce and/or testing (hereafter collectively referred to as "Producing") the subject vehicle that was not fit for the ordinary and foreseeable purposes for which it was used, contrary to Defendants' express and/or implied warranties of fitness and merchantable quality and contrary to the common law and applicable provisions of the Uniform Commercial Code; by selling, marketing, advertising, placing into the stream of commerce and/or delivering (hereafter collectively referred to as "Selling") the subject vehicle that was not fit for the ordinary and foreseeable purposes for which it was used, contrary to Defendants' express and/or implied warranties of fitness and merchantable quality and contrary to the common law and applicable provisions of the Uniform Commercial Code; by Producing the subject vehicle that was unfit, unmerchantable and unsafe and defective at the time it left Defendants' possession and control; by Selling the subject vehicle

that was unfit, unmerchantable and unsafe and defective at the time it left Defendants' possession and control; by Producing the subject vehicle that was not fit for the ordinary and foreseeable purposes for which it was used; by Selling the subject vehicle that was not fit for the ordinary and foreseeable purposes for which it was used; by Producing the subject vehicle that was unfit, unmerchantable and unsafe and defective at the time it left Defendants' possession and control; by Selling the subject vehicle that was unfit, unmerchantable and unsafe and defective at the time it left Defendants' possession and control; by Producing and/or Selling the subject vehicle containing unreasonably dangerous defects; by Producing and/or Selling the subject vehicle without proper or adequate inspection and testing; by Producing and/or Selling the subject vehicle without proper warnings, cautions and/or instructions as to the dangers and hazards posed by such vehicle, and as to the safe and proper use of such vehicle; by Producing and/or Selling the subject vehicle when Defendants knew or should have known that such vehicle had the propensity for spontaneously, and without warning to the user, moving backward when such vehicle was placed in "Park" and when such vehicle appeared to the user to be in "Park"; by Producing and/or Selling the subject vehicle when Defendants knew or should have known that such vehicle contained a defect or defects in the transmission that allowed or caused such vehicle to spontaneously, and without warning to the user, move backward when such vehicle was placed in "Park" and when such vehicle appeared to the user to be in "Park"; by Producing and/or Selling the subject vehicle when Defendants knew or should have known that such vehicle contained a defect or defects that allowed or caused such vehicle to jump from "Park" to "Reverse" without any intention from or input by the user to cause such to occur; by Producing and/or Selling the subject vehicle when Defendants knew or should have known that such vehicle



contained a “False Park” defect or defects that allowed or caused such vehicle to spontaneously and without warning to the user move backward when such vehicle was placed in “Park” and when such vehicle appeared to the user to be in “Park”; by failing to proper test (or to test at all) the subject vehicle to determine if it contained any one or more of the defects identified herein; by failing to properly warn (or to warn at all) Plaintiffs and others that the subject vehicle contained any one or more of the defects identified herein; by failing to employ or implement in the subject vehicle any one or more technically feasible alternative production practice that was available to Defendants at the time the subject vehicle left Defendants’ control and which practice would have prevented the harm suffered herein to Plaintiff without significantly impairing the usefulness or desirability of the subject vehicle, and without creating equal or greater risk of harm to Plaintiffs and others; by failing to timely recall the subject vehicle; by failing to properly and adequately label the subject vehicle with appropriate and complete warnings, precautionary statements and/or instructions as to the hazards and dangers posed by such vehicle; by failing to properly train Defendants’ personnel assigned to assemble, inspect, monitor, install, test, repair, maintain and/or recall the subject vehicle; by assigning inexperienced and/or inept personnel to adequately assemble, inspect, monitor, install, test, repair, maintain, and/or recall the subject vehicle; by representing expressly and/or impliedly that the subject vehicle was safe for use in all foreseeable circumstances when in truth and fact such representations were untrue and that the subject vehicle was inherently dangerous to human life and health; and by otherwise failing in their duties and obligations owing to Plaintiffs, including Defendants’ strict liability in tort as contemplated by the Restatement of Torts, Section 402(2).

17. Further and alternatively, such Defendants produced and sold the subject vehicle

containing unreasonably dangerous defects, and which were unsafe, all contrary to express, and/or implied warranties of fitness and merchantable quality, and contrary to the common law and contrary to the provisions of the Uniform Commercial Code and of the Uniform Sales Act, and contrary to the provisions of MCL 440.2314, et seq., as well as being contrary to the Michigan statutes and ordinances, federal statutes and regulations and the common law. The implied warranties required that such Defendants' product be reasonably fit for the purposes and uses intended or reasonably foreseeable by Defendants.

18. Furthermore, Plaintiffs' losses and damages herein (more fully set forth below), including non-economic losses, were the result of Defendants' gross negligence, and/or that at the time of manufacture and/or distribution of the subject vehicle product, Defendants (or either of them) had actual knowledge that the subject vehicle product was defective and that there was a substantial likelihood that the defect would cause the complained-of injury that is the basis of this action, and that Defendants (or either of them) willfully disregarded that knowledge in the manufacture and/or distribution of such product and therefore [as provided by MCL 600.2946a(3)] the limitations on non-economic damages under MCL 600.2946a (1) are not applicable, and that (as provided in MCL 600.2949a) the provisions of MCL 600.2946(4), MCL 600.2946a, MCL 600.2947(1) to(4), and MCL 600.2948 (2) do not apply.

19. As a natural, direct and proximate result of one or more or all of wrongful acts and omissions of Defendants, or each of them, their respective agents, servants and/or employees, singly and/or in combination with each other, Plaintiff was caused to suffer severe physical and emotional injuries and damages, and likely will so suffer in the future; and she was caused to suffer serious and permanent injuries to, and loss of the use of, her right foot, ankle and

lower extremity for which she has had to undergo long, painful and inconvenient surgery and treatments in an effort to cure herself of such conditions, and she likely will have to so suffer in the future and to undergo such additional treatments in the future; and she was caused to develop injuries and damages to her head and skull from striking the back of her head against the pavement during and as a result of the subject incident for which she was required to undergo long, painful and inconvenient treatments in an effort to cure herself of such conditions; and she has been caused to suffer tremendous pain, discomfort, anguish, suffering, disability, shock, disfigurement, scarring, deformities, and great humiliation and mortification, and she is likely to so suffer in the future; and the function of diverse muscles, sinews, membranes, ligaments, nerves, blood vessels and/or other organs of her body and/or limbs were affected and/or their functions impaired; and she has suffered and likely will continue to suffer disability, loss of wages, loss of earning ability and/or capacity, and impairment of earning ability and/or capacity; and she has been and likely will be unable in the future to perform many of the normal and enjoyable activities of her life; and she has been and will be unable in the future to perform many of her customary duties and obligations in and about her household; and for long periods of time she has required various kinds of assistance and in the future may so require; and she has incurred and likely will incur in the future great indebtedness, expense and inconvenience attempting to cure and/or correct the conditions Defendants brought about; and she has been obliged, and may become obligated in the future, to undergo long and painful tests, hospitalizations, surgeries, treatments and therapies attempting to treat and cure herself of such injuries and conditions; and she has suffered and in the future may suffer impairments and other weaknesses and debilities as a result thereof; and she has suffered and in the future may suffer

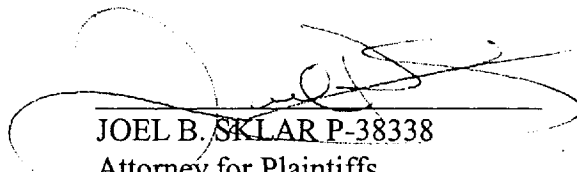
other losses and damages.

20. Plaintiff [REDACTED] at all times herein was and is the husband of Plaintiff, and as such he had the right to rely on his wife's continued love, companionship, society, comfort, conjugal affection, aid and assistance, both in and about the home and as his wife and otherwise, of which he has been deprived and in the future may be deprived in various degrees by virtue of his wife's subject injuries, and he has suffered and may in the future continue to suffer and sustain damages as a result thereof.

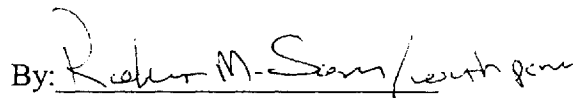
WHEREFORE, Plaintiff [REDACTED] asks judgment against Defendants, jointly and severally, in a sum greatly in excess of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS, plus interest, costs and attorneys fees.

WHEREFORE, Plaintiff [REDACTED] asks judgment against Defendants, jointly and severally, in a sum greatly in excess of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS, plus interest, costs and attorneys fees.

Respectfully submitted,

  
JOEL B. SKLAR P-38338  
Attorney for Plaintiffs

ALSPECTOR, SOSIN, BARSON,  
SCHAFFER & SOSIN, P.C.

By:   
ROBERT M. SOSIN P35414  
Co-Counsel for Plaintiffs

DATED: May 23, 2006

STATE OF MICHIGAN

WAYNE COUNTY CIRCUIT COURT

██████████, and individual and  
her husband, ██████████

Plaintiffs,

vs.

FORD MOTOR COMPANY, a foreign  
Corporation, and PAT MILLIKEN FORD, INC., a  
Michigan corporation,

Defendants.

06-614735 NP 5/23/2006  
JDG: SUSAN D BORMAN  
DIAL MARGARET  
VS  
FORD MOTOR COMPANY

\_\_\_\_\_  
JOEL B. SKLAR P38338  
Attorney for Plaintiff  
1300 Ford Bldg.  
615 Griswold  
Detroit, MI 48226  
313-963-3377

ALSPECTOR, SOSIN, ET AL  
ROBERT SOSIN P35414  
Attorney for Plaintiff  
30100 Telegraph Road  
Bingham Farms, MI 48025  
248-642-3200

**PLAINTIFFS' FIRST SET OF INTERROGATORIES AND REQUESTS FOR  
PRODUCTION OF DOCUMENTS**

Plaintiffs serves their First Set of Interrogatories and Requests for Production of  
Documents to be answered in accordance to, and compliance with, MCR 2.309 and MCR 2.310:

As used herein, the term "document" shall include all writings, notes, drafts, outlines,  
recordings and files, regardless of storage media; they include, but are not limited to, writings  
contained on paper, recordable type, emails, electronic files, celluloid disks, hard drives,

electronic mail servers or any other digitally stored media, whether in your possession, custody or control or in the possession, custody or control of any servant, agent, employee or representative. The term “document” shall also include the full range of writings described in Rule 1001 of the Michigan Rules of Evidence.

For purpose of these discovery requests, the term “subject vehicle” shall mean that 2003 Ford Explorer, VIN 1FMZU6K7U [REDACTED]

1. Please answer the person(s) providing the answers to these First Set of Interrogatories and Requests for Production of Documents. In answering this discovery request, please identify and provide the following:
  - A. The name of the person(s) providing the answers and responses to these discovery requests.
  - B. The name of each such person’s employer.
  - C. The duties and responsibilities of each such person.

ANSWER:

2. Has any Defendant conducted or arranged for any inspection, examination, or repair to the vehicle identified in the Complaint? If yes, please identify and produce the following:
  - A. All documents which relate, mentions or refers to such inspection, examination or repair.

- B. All invoices or billings statements related to each such inspection, examination or repair.
- C. The name of each entity and person who conducted each such inspection, examination, or repair;
- D. The date(s) of each such inspection, examination or repair and
- E. The address of the location of each such inspection, examination or repair.

ANSWER:

- 3. Please produce all documents related to the vehicle inspection performed by Ford Motor Company Consumer Affairs Investigator and referred to the Pat Milliken Ford, Inc invoice attached to these discovery requests as Exhibit A.

ANSWER:

- 4. Please identify and provide the name, address and phone number of the employer of Ernie Frazier.

ANSWER:

5. Please produce all documents generated or reviewed by Ernie Frazier which concern, mention, or refer to the subject vehicle.

ANSWER:

6. Please identify and provide the name ,address and phone number of the employer of Joe Sicoli.

ANSWER:

7. Please produce all documents generated or reviewed by Joe Sicoli which concern,



mention, or refer to the subject vehicle.

ANSWER:

8. Please identify and provide the present location of the subject vehicle.

ANSWER:

9. Has any other person complained or notified any Defendant of a 2003 Ford Explorer rolling or moving either backward or forward while the vehicle was placed in the "park" position?

ANSWER:


10. If your answer to the Interrogatory is "yes" or in the affirmative, please identify and provide the following:

- A. The name, address and phone number of the person or persons who so complained or notified any Defendant.
- B. All documents, including any court pleadings, relating to such complaint or notification.
- C. All measures utilized or conducted by any Defendant to correct or remedy the complaint or condition.
- D. Copy of any notice sent or delivered to any owners of the 2003 Ford Explorer to notify the user of a the condition.

ANSWER:

- 11. Please identify each and every person know by any Defendant who inspected or examined the subject vehicle. In answering this interrogatory, please provide and identify the following:
  - A. Each persons name, address and phone number.
  - B. Each persons employer and the job duties of each such person.
  - C. All documents reviewed and or generated by each such person which relate to, mention or concern the subject vehicle.

ANSWER:



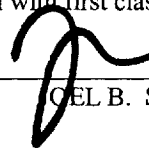
---

JOEL B. SKLAR P38338  
Attorney for Plaintiff  
1300 Ford Bldg.  
615 Griswold  
Detroit, MI 48226  
313-963-3377

Date: 05-24-06

**PROOF OF SERVICE**

The undersigned certifies that on May 24, 2006, he served the foregoing upon all parties in the above captioned matter by placing said documents in an envelope properly addressed to the above-named attorneys and placing said envelope in the United State mail with first class postage fully prepaid thereon.



---

JOEL B. SKLAR

4257042

154362

Pat Milliken Ford, Inc

"Home of the Smilin' Irishman"

www.patmillikenford.com

9500 Telegraph \* (Just South of I-96, The Jeffries Fle  
Reactor, MI 48239

Parts & Service 313-255-3100

Sales 313-255-3100 Fax 313-255-1027

REG. NO. F-102265 P&A CODE: 02741

\*INVOICE\*

DUPLICATE 1

PAGE 1

SERVICE ADVISOR: 9284 FRED LANGLEY

GARDEN CITY, MI

HOME:

BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT		
JP SILVER	03	FORD EXPLORER	1FMZU63K73U		21449/21452		
DEL DATE	PROD DATE	WARR EXP	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE
24APR2003	09DEC02		17:00 17SEP04			CASH	24SEP2004
H.O. OPENED		READY	OPTIONS: STR:23889 DLR:02741				
09:34 16SEP04		12:17 24SEP04	ENG:99K 4.0L SOHC V6 FLEX FUEL ENG				
			TRN:44V 5-SPEED AUTOMATIC O/D TRANS AXL:XD4				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUST.	STATES WHEN START VEHIC AT TIMES AND IS STILL IN PARK POSITION					
		WILL START TO GO IN REVERSE-----ATT TO PAT L.					
		P-01 VEHICLE INSPECTION PERFORMED BY FORD MOTOR					
		COMPANY CONSUMER AFFAIRS INVESTIGATOR					
		THROUGH ERNIE FRAZIER EA SERVICE ASSOCIATE					
		8304 JOE SICOLI LIC#: M160040					

PARTS: 0.00 LABOR: 117.00 OTHER: 0.00 TOTAL LINE A: 117.00

RAISE VEHICLE ON LIFT, INSPECT TRANSMISSION FLUID D LEVEL-LEVEL FULL, PERFORM SELF TEST FOR FAULT CODES, SYSTEM PASS MEASURE TRANS RANGE SENSOR AD JUSTMENT, INSPECT THROTTLE POSITION SENSOR VOLTA GE AND AT WIDE OPEN THROTTLE, NO PROBLEM FOUND A T THIS TIME. ROAD TEST AND INSPECT FOR TRANS SHI FT PATTERN, UNABLE TO DUPLICATE OR VERIFY CONCER N AT THIS TIME.

B\*\* LOANER VEHICLE---O.K. PER TOM B  
E LOANER VEHICLE

9999 IN (N/C)  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

At PAT MILLIKEN FORD it is our goal for you to be "COMPLETELY SATISFIED". If for any reason you are not "COMPLETELY SATISFIED" with your service experience please contact me immediately.

PAT LYONS - SERVICE DIRECTOR  
(313) 255-3130

DESCRIPTION	TOTALS
LABOR AMOUNT	117.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
SUBTOTAL	117.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	117.00

\*SUPPLIES - 10% of labor with a max. of \$20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, sealant, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, hazardous waste disposal, etc.

EXHIBIT A FILE COPY

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

 an individual and  
her husband, 

Plaintiffs,

vs.

Case No.: 06-614735 NP  
Hon.: Susan D. Borman

FORD MOTOR COMPANY, a foreign  
Corporation, and PAT MILLIKEN FORD, INC., a  
Michigan Corporation,

Defendants.

---

JOEL B. SKLAR (P38338)  
Attorney for Plaintiffs  
615 Griswold, Suite 1300  
Detroit, MI 48226  
(313) 963-3377

---

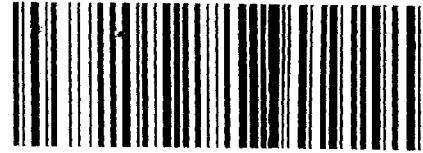
**PROOF OF SERVICE**

STATE OF MICHIGAN     )  
                                  )ss:  
COUNTY OF WAYNE     )

Cheryl Repasky certifies that on this 24<sup>th</sup> day of May, 2006, *Plaintiffs' First Set of Interrogatories and Requests For Production of Documents and Proof of Service* was served upon Peter J. Sherry, Resident Agent, Ford Motor Company, One American Road, Dearborn, Michigan 48126. I declare under the penalty of perjury that the statement above is true to the best of my knowledge, information and belief.

By:     U.S. Mail                                     Facsimile  
        Hand Delivered                                    Overnight Service

  
\_\_\_\_\_  
Cheryl Repasky



7005 1820 0003 4897 5555

OFFICE OF THE SECRETARY  
U.S. DEPARTMENT OF JUSTICE

CM

6 MAY 30 P3:10

INDICATOR  
SERIAL NUMBER  
SERVICE

Joel B. Sklar  
Attorney at Law  
615 Griswold Street  
1300 Ford Building  
Detroit, Michigan 48226

Peter J. Sherry, Jr.  
Ford Motor Company  
One American Road  
Dearborn, Michigan 48126

## All Action Details for Issue

[Print](#)

VIN: 1FMZU63K73U [REDACTED] Year: 2003 Model: EXPLORER Case: 1282672664  
 Name: [REDACTED] Owner Status: Original WSD: 2003-04-24  
 Symptom Desc: AUTO TRANS NO ENGAGEMENT UNINTEND MVMNT Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ALLEGED SERIOUS INJURY Secondary Phone:  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - PRODUCT LIABILITY

Dealer: 02741 PAT MILLIKEN FORD, INC.

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION-FD

Odometer: 21449 MI

Comm Type: FAX

Analyst Name:

Analyst: CLEICH

LEICH,CHERIE

Action Date: 09/22/2004

Action Time:  
07.51.07.094

Action Data: No

Comments \*\*\*\*\*PRODUCT LIABILITY\*\*\*\*\* FAX RECEIVED 9-21-04. DEALER CONTACT: PAT LYONS. CUSTOMER ALLEGES VEHICLE WAS PARKED IN DRIVEWAY WITH ENGINE RUNNING. SHE OPENED DRIVER'S SIDE REAR DOOR WHEN VEHICLE STARTED ROLLING BACKWARD. CUSTOMER ALLEGES SHE WAS TRAPPED UNDER THE VEHICLE AND DRAGGED, FRACTURING HER ANKLE. CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Action: MAKE OUTBOUND CALL TO DEALER

Dealer: 02741 PAT MILLIKEN FORD, INC.

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION

Odometer: 21449 MI

Comm Type: PHONE

Analyst Name: SCHWAGLE,JEFF  
(J.)

Analyst: JSCHWAGL

Action Date: 09/22/2004

Action Time:  
12.37.31.662

Action Data: Yes

Comments \*\*\* LPA COMMENTS \*\*\* - LPA LEFT MESSAGE ACKNOWLEDGING RECEIPT OF COMPLAINT

Data Element NameData Value-----  
CONTACT PERSON-----  
PAT LYONS

Action: REQUEST FOR VEHICLE INSPECTION - EAA

Dealer: 02741 PAT MILLIKEN FORD, INC.

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION

Odometer: 21449 MI

Comm Type: EMAIL

Analyst Name: SCHWAGLE,JEFF  
(J.)

Analyst: JSCHWAGL

Action Date: 09/22/2004

Action Time:  
13.02.48.579

Action Data: No

Comments \*\*\* LPA COMMENTS \*\*\* - LPA REQUESTED INSPECTION BY EAA

Action: RECEIVE VEHICLE INSPECTION BACK

Dealer: 02741 PAT MILLIKEN FORD, INC.

Origin Desc: CONSUMER AFFAIRS - LITIGATION  
PREVENTION

Odometer: 21449 MI

Comm Type: MAIL

Analyst Name: SCHWAGLE,JEFF

JOEL B. SKLAR  
ATTORNEY AND COUNSELOR

1300 FORD BUILDING  
615 GRISWOLD  
DETROIT, MI 48226  
313-963-3377 OFFICE  
313-963-9310 FAX

CONSUMER AFFAIRS  
SECTION

5 MAR -1 12:39

February 24, 2005

Ford Motor Co.  
Risk Management Division  
PO Box 6248, MD 3NE-B  
Dearborn, MI 48126

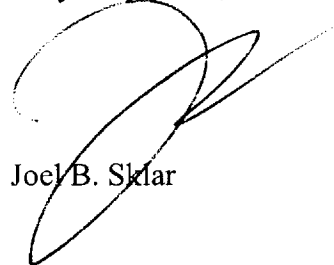
**Re: 2003 Ford Explorer**  
**VIN: 1FMZU63K73U** [REDACTED]

Dear Sir/Madam:

I have been retained by [REDACTED] concerning certain permanent and severe injuries to her right ankle as a result of a defect with her Ford Explorer. [REDACTED] suffered injuries when the vehicle suddenly went into reverse despite the fact that her gear shift was placed in the "park" position. [REDACTED] underwent extensive surgery on her right ankle and has been advised that she will never regain full use of her lower right extremity. It is my understanding that this is not the first time Ford Motor Co. has received complaints of this type concerning its Ford Explorers.

At your earliest convenience, please contact me to further discuss this matter.

Very truly yours,

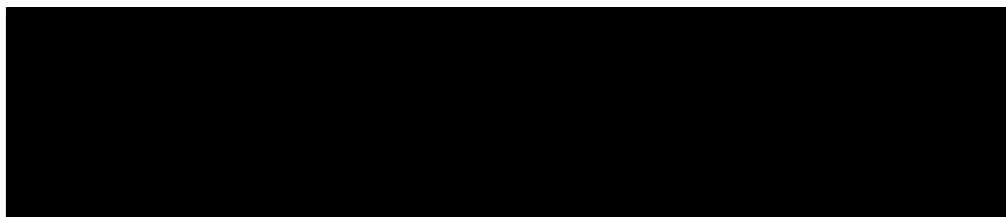


Joel B. Sklar

JBS/js

cc: Client





ROYBAL & LEE P.C.  
ATTORNEYS AT LAW  
TRANSWESTERN TWO • 490 NORTH 31ST STREET • SUITE 201  
P.O. BOX 7207  
BILLINGS, MONTANA 59103-7207

J. DWAIN ROYBAL  
ROBERT EDD LEE

CONSUMER AFFAIRS  
SECTION  
TELEPHONE  
(406) 255-7152  
FAX  
(406) 255-8652

4  
January 8, 2004 JAN 13 4:13:36

Ford Motor Company  
Customer Relationship Center  
PO Box 6248  
Dearborn, MI 48126

RE: *My client:* [REDACTED]  
*DOI:* *Sept 29, 2003*  
*Vehicle:* *2002 Ford Explorer LL*  
*VIN:* *1FMZU72E92Z* [REDACTED]

Dear Sir or Madam:

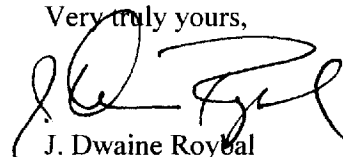
I have been retained to represent [REDACTED] in reference to injuries he received in a possible product defect case. [REDACTED] employer, GLAXOSMITHKLINE (GSK), provides him with a 2002 Ford Explorer which is leased from D.L. Peterson Trust of Hunt Valley, Maryland. It is my understanding that the leasing company is planning to pick up this Ford Explorer and provide [REDACTED] with a new lease vehicle.

[REDACTED] was backing out of his driveway, which is on an incline. The warning bell that the rear door was not latched came on. He stopped the vehicle and placed it in "park". He then exited the vehicle leaving the door ajar and stepped toward the rear of the vehicle. He heard a sound, which he describes like a vehicle going into or coming out of gear and the explorer began to roll. He tried to get back into the vehicle to stop it and was hit and knocked down by the open door resulting in a fracture of his low back.

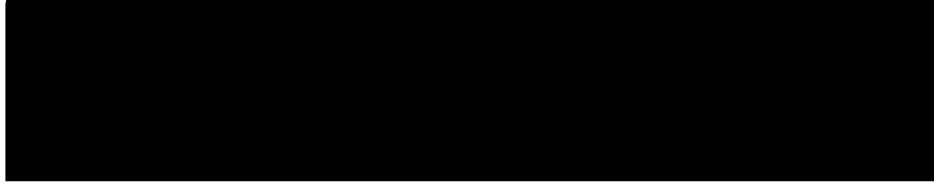
This letter is to put you on notice as to a possible claim for injuries due to a product defect. Would your company like to have this vehicle inspected before it is picked up by the leasing company? Due to the fact that [REDACTED] does not own this vehicle, he cannot stop the leasing company from taking this vehicle and possibly disposing of it by sale or other means.

Please notify this office if you wish to make arrangements to have this vehicle inspected prior to the leasing company taking possession of it.

Very truly yours,

  
J. Dwaine Roybal

JDR/mm



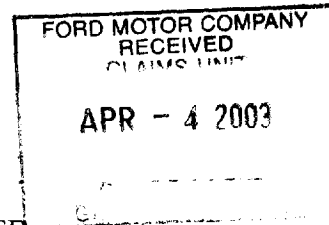
# State Farm Mutual Automobile Insurance Company



1818 Trousdale Drive  
Burlingame, CA 94010

April 1, 2003

Ford Motor Company  
Parklane Towers West  
Suite 400  
3 Parklane Blvd.  
Dearborn, MI 48126-2568



VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Claim Number: 05-4891-094  
Date of Loss: March 9, 2003  
Insured: [REDACTED]  
Vehicle: 2002 Ford Explorer  
VIN #: 1FMZU63E82U [REDACTED]

Dear Gentle Person:

The identified vehicle is insured by State Farm Mutual Automobile Insurance Company. This vehicle was involved in a collision loss. State Farm Insurance would like to give you an opportunity to inspect the vehicle or the damaged parts. In addition, we would like to give you advanced notice of potential subrogation. Please contact me at 650-259-4591 to set up a time for your inspection. We request that the inspection occur within 15 days from the date of this letter so we may move forward with the resolution of this matter.

Sincerely,

*[Handwritten signature]*  
Ron Ritz  
Vehicle Investigation Program  
California Zone  
1818 Trousdale Drive.  
650-224-9883  
650-259-4503(fax)

*- M100  
- 3/9/03  
- '02 axel  
- VIN*



CT System

**Service of Process Transmittal Form**  
Los Angeles, California

06/24/2003

Via Federal Express (Overnight)

**TO:** Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste.1400 West  
Dearborn, MI 48126

**RE: PROCESS SERVED IN CALIFORNIA**

**FOR** Ford Motor Company Domestic State: De

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

- 1. **TITLE OF ACTION:** [REDACTED] vs Ford Motor Company, et al
- 2. **DOCUMENT(S) SERVED:** Summons, Complaint, Civil Case Cover Sheet
- 3. **COURT:** Superior Court of California, County of San Mateo  
Case Number CLJ432034
- 4. **NATURE OF ACTION:** Complaint for alleged negligence resulting in personal injuries.
- 5. **ON WHOM PROCESS WAS SERVED:** CT Corporation System, Los Angeles, California
- 6. **DATE AND HOUR OF SERVICE:** By Process server on 06/23/2003 at 12:50
- 7. **APPEARANCE OR ANSWER DUE:** Within 30 days
- 8. **ATTORNEY(S):** Kevin K. Cholakian  
Cholakian & Associates  
(415) 467-8200  
5 Thomas Mellon Street  
Suite 105  
San Francisco, CA 94134

**9. REMARKS:**  
  
i-Note sent 06/24/2003 to CDZBANSK@FORD.COM

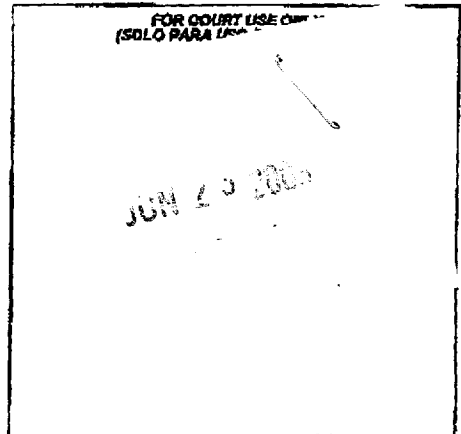
**SIGNED** CT Corporation System  
  
**PER** Jere J. Keprios /GA  
**ADDRESS** 818 West Seventh Street  
Los Angeles, CA 90017  
SOP WS 0005482719

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

# SUMMONS (CITACION JUDICIAL)

### NOTICE TO DEFENDANT: (Aviso a Acusado)

Ford Motor Company; Peninsula Ford of San Bruno



DOES 1 to 10

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



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

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

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

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

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

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

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

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

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

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN MATEO  
400 County Center  
San Mateo, CA 94063

CASE NUMBER (Número del Caso)

**CLJ 432034**

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

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

KEVIN K. CHOLAKIAN (S.B. #103423)  
CHOLAKIAN & ASSOCIATES  
5 Thomas Mellon Circle  
Suite 105  
San Francisco, CA 94134

DATE: JUN 17 2003  
(Fecha)

PEGGY THOMPSON

Clerk by \_\_\_\_\_, Deputy  
(Actuario) (Delegado)



### NOTICE TO THE PERSON SERVED: You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):

3.  on behalf of (specify): *Ford Motor Company*

- under:
- CCP 416.10 (corporation)
  - CCP 416.20 (defunct corporation)
  - CCP 416.40 (association or partnership)
  - other:
  - CCP 416.60 (minor)
  - CCP 416.70 (conservatee)
  - CCP 416.90 (individual)

4.  by personal delivery on (date): *6/23/03*

(See reverse for Proof of Service)  
**SUMMONS**

Legal Solutions & Plus

CCP 412.20

Form Adopted by Rule 902  
Judicial Council of California  
902(a)(9) (Rev. January 1, 1994)  
Mandatory Form

013 1028

PROOF OF SERVICE - SUMMONS

(Use separate proof of service for each person served)

1. I served the

- a. [ ] summons [ ] complaint [ ] amended summons [ ] amended complaint
[ ] completed and blank Case Questionnaires [ ] Other (specify):

b. on defendant (name):

c. by serving [ ] defendant [ ] other (name and title or relationship to person served):

d. [ ] by delivery [ ] at home [ ] at business

- (1) date:
(2) time:
(3) address:

a. [ ] by mailing

- (1) date:
(2) place:

2. Manner of service (check proper box):

- a. [ ] Personal service. By personally delivering copies. (CCP 415.10)
b. [ ] Substituted service on corporation, unincorporated association (including partnership), or public entity.
c. [ ] Substituted service on natural person, minor, conservatee, or candidate.
d. [ ] Mail and acknowledgment service.
e. [ ] Certified or registered mail service.
f. [ ] Other (specify code section):
[ ] additional page is attached.

3. The "Notice to the Person Served" (on the summons) was completed as follows (CCP 412.30, 415.10, and 474):

- a. [ ] as an individual defendant.
b. [ ] as the person sued under the fictitious name of (specify):
c. [ ] on behalf of (specify):
under: [ ] CCP 416.10 (corporation) [ ] CCP 416.60 (minor) [ ] other:
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (individual)

d. [ ] by personal delivery on (date):

4. At the time of service I was at least 18 years of age and not a party to this action.

5. Fee for service: \$

6. Person serving:

- a. [ ] California sheriff, marshal, or constable.
b. [ ] Registered California process server.
c. [ ] Employee or independent contractor of a registered California process server.
d. [ ] Not a registered California process server.
e. [ ] Exempt from registration under Bus. & Prof. Code 22350(b).

f. Name, address and telephone number and, if applicable, country of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(For California sheriff, marshal, or constable use only) I certify that the foregoing is true and correct.

Date:

Date:

(SIGNATURE)

(SIGNATURE)

982.1(1)

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):  <b>KEVIN K. CHOLAKIAN (S.B. #103423)</b>  <b>CHOLAKIAN &amp; ASSOCIATES</b>  5 Thomas Mellon Circle  Suite 105  San Francisco, CA 94134  TELEPHONE NO: (415) 467-8200 FAX NO. (Optional):  E-MAIL ADDRESS (Optional):  ATTORNEY FOR (Name): <u>Plaintiff, State Farm</u></p>	<p style="text-align: right;"><i>FOR COURT USE ONLY</i></p> <p style="text-align: center;"><b>ENDORSED FILED</b>  <b>SAN MATEO COUNTY</b></p> <p style="text-align: center;">JUN 17 2003</p> <p style="text-align: center;">Clerk of the Superior Court  By <u>I. LANG</u>  DEPUTY CLERK</p>
<p>NAME OF COURT: SUPERIOR COURT OF CALIFORNIA  STREET ADDRESS: COUNTY OF SAN MATEO  MAILING ADDRESS: 400 County Center  CITY AND ZIP CODE: San Mateo, CA 94063  BRANCH NAME:  <b>PLAINTIFF:</b> [REDACTED]</p> <p>DEFENDANT: Ford Motor Company; Peninsula Ford of San Bruno</p> <p><input checked="" type="checkbox"/> DOES 1 TO 10</p>	
<p><b>COMPLAINT — Personal Injury, Property Damage, Wrongful Death</b>  <input type="checkbox"/> AMENDED (Number):  Types (check all that apply):  <input type="checkbox"/> MOTOR VEHICLE      <input checked="" type="checkbox"/> OTHER (specify): Subrogation  <input type="checkbox"/> Property Damage      <input type="checkbox"/> Wrongful Death  <input type="checkbox"/> Personal Injury      <input type="checkbox"/> Other Damages (specify):</p>	
<p>Jurisdiction (check all that apply):  <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE  Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000  <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000  <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)  <input type="checkbox"/> from limited to unlimited  <input type="checkbox"/> from unlimited to limited</p>	<p>CASE NUMBER:  <b>CLJ 432034</b></p>

1. PLAINTIFF (name): [REDACTED]
- alleges causes of action against DEFENDANT (name): Ford Motor Company; Peninsula Ford of San Bruno
2. This pleading, including attachments and exhibits, consists of the following number of pages: 5
3. Each plaintiff named above is a competent adult
- a.  except plaintiff (name): State Farm Mutual Automobile Insurance Company
- (1)  a corporation qualified to do business in California
  - (2)  an unincorporated entity (describe):
  - (3)  a public entity (describe):
  - (4)  a minor       an adult
    - (a)  for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
    - (b)  other (specify):
  - (5)  other (specify):
- b.  except plaintiff (name):
- (1)  a corporation qualified to do business in California
  - (2)  an unincorporated entity (describe):
  - (3)  a public entity (describe):
  - (4)  a minor       an adult
    - (a)  for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
    - (b)  other (specify):
  - (5)  other (specify):

Information about additional plaintiffs who are not competent adults is shown in Complaint — Attachment 3.



SHORT TITLE: State Farm v. Ford; et al	CASE NUMBER:
--	--------------

4.  Plaintiff (name):  
 is doing business under the fictitious name (specify):  
 and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person  
 a.  except defendant (name): Ford Motor Company

- (1)  a business organization, form unknown
- (2)  a corporation
- (3)  an unincorporated entity (describe):
- (4)  a public entity (describe):
- (5)  other (specify):

c.  except defendant (name):

- (1)  a business organization, form unknown
- (2)  a corporation
- (3)  an unincorporated entity (describe):
- (4)  a public entity (describe):
- (5)  other (specify):

b.  except defendant (name): Peninsula Ford of San Bruno

- (1)  a business organization, form unknown
- (2)  a corporation
- (3)  an unincorporated entity (describe):
- (4)  a public entity (describe):
- (5)  other (specify):

d.  except defendant (name):

- (1)  a business organization, form unknown
- (2)  a corporation
- (3)  an unincorporated entity (describe):
- (4)  a public entity (describe):
- (5)  other (specify):

Information about additional defendants who are not natural persons is contained in Complaint — Attachment 5.

6. The true names and capacities of defendants sued as Does are unknown to plaintiff.

7.  Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

- a.  at least one defendant now resides in its jurisdictional area.
- b.  the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
- c.  injury to person or damage to personal property occurred in its jurisdictional area.
- d.  other (specify):

9.  Plaintiff is required to comply with a claims statute, and

- a.  plaintiff has complied with applicable claims statutes, or
- b.  plaintiff is excused from complying because (specify):

SHORT TITLE: [REDACTED] v. Ford; et al	CASE NUMBER:
--	--------------

10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a.  Motor Vehicle
- b.  General Negligence
- c.  Intentional Tort
- d.  Products Liability
- e.  Premises Liability
- f.  Other (specify):

11. Plaintiff has suffered

- a.  wage loss
- b.  loss of use of property
- c.  hospital and medical expenses
- d.  general damage
- e.  property damage
- f.  loss of earning capacity
- g.  other damage (specify): Plaintiff [REDACTED] issued an insurance policy to [REDACTED]

[REDACTED] As a result of a brake shift interlock malfunction on [REDACTED] vehicle resulting in an accident, and pursuant to said policy, plaintiff State Farm incurred damages.

12.  The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a.  listed in Complaint — Attachment 12.
- b.  as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. PLAINTIFF PRAYS for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1)  compensatory damages
- (2)  punitive damages
- b. The amount of damages is (you must check (1) in cases for personal injury or wrongful death):
- (1)  according to proof including prejudgment interest and costs of suit.
- (2)  in the amount of: \$

15.  The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

Date: June 12, 2003

Kevin K. Cholakian  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

<b>SHORT TITLE:</b> State Farm v. Ford; et al	<b>CASE NUMBER:</b>
--	---------------------

**CAUSE OF ACTION - General Negligence**

Page 4

(number) \_\_\_\_\_  
 ATTACHMENT TO  Complaint  Cross-Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): [REDACTED]

alleges that defendant (name): Ford Motor Company; Peninsula Ford of San Bruno

Does 1 \_\_\_\_\_ to 10 \_\_\_\_\_

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff  
 on (date): March 9, 2003  
 at (place): 1427 Castillo Avenue, Burlingame, CA 94010

(description of reasons for liability):

Paragraphs 1-14 are incorporated herein by reference and are made a part hereof. Defendants had a duty to exercise ordinary and reasonable care in the manufacture, assembly, distribution, repair and maintenance of [REDACTED] 2002 Ford Explorer XLT, VIN No. 1FMZU63E82U [REDACTED], and in parts, including the brake shift interlock, used in said vehicle. Defendants had a further duty to exercise ordinary and reasonable care in the hiring, contracting, subcontracting and supervision of contractors, subcontractors, employees and agents in the performance of their duties. As a direct and proximate result of defendants' breach, plaintiff State Farm Mutual Automobile Insurance Company sustained damages according to proof.

SHORT TITLE: State Farm v. Ford; et al	CASE NUMBER:
--	--------------

(number)

CAUSE OF ACTION - Products Liability

ATTACHMENT TO  Complaint  Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff (name):



Prod.L-1. On or about (date): March 9, 2003 plaintiff was injured by the following product:  
2002 four-door S.U.V. Ford Explorer XLT, License Plate No. [Redacted]  
VIN No. 1FMZU63E82U [Redacted]

Prod.L-2. Each of the defendants knew the product would be purchased and used without inspection for defects. The product was defective when it left the control of each defendant. The product at the time of injury was being

- used in the manner intended by the defendants.
- used in a manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod.L-3. Plaintiff was a

- purchaser of the product.
- bystander to the use of the product.
- user of the product.
- other (specify): Insurer of the product.

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod.L-4.  Count One-Strict liability of the following defendants who

a.  manufactured or assembled the product (names): Ford Motor Company; Peninsula Ford of San Bruno

Does 1 to 10

b.  designed and manufactured component parts supplied to the manufacturer (names): Ford Motor Company; Peninsula Ford of San Bruno

Does 1 to 10

c.  sold the product to the public (names): Ford Motor Company; Peninsula Ford of San Bruno

Does 1 to 10

Prod.L-5.  Count Two-Negligence of the following defendants who owed a duty to plaintiff (names): Ford Motor Company; Peninsula Ford of San Bruno

Does 1 to 10

Prod.L-6.  Count Three-Breach of warranty by the following defendants (names): Ford Motor Company; Peninsula Ford of San Bruno

Does 1 to 10

- a.  who breached an implied warranty
- b.  who breached an express warranty which was
  - written
  - oral

Prod.L-7.  The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are  listed in Attachment-Prod.L-7  as follows:

982.2(b)(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>KEVIN K. CHOLAKIAN (S.B. #103423)</b> <b>CHOLAKIAN &amp; ASSOCIATES</b> 5 Thomas Mellon Circle Suite 105 San Francisco, CA 94134 TELEPHONE NO.: (415) 467-8200 FAX NO.: (415) 467-8206		FOR COURT USE ONLY
ATTORNEY FOR (Name): <b>Plaintiff, State Farm</b> INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COUNTY, IF ANY: <b>SUPERIOR COURT OF CALIFORNIA</b>		
CASE NAME: <b>State Farm v. Ford; et al</b>		CASE NUMBER: <b>CUJ 432034</b> ASSIGNED JUDGE:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Limited <input type="checkbox"/> Unlimited	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:

<input type="checkbox"/> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Other PVPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PVPD/WD (23) Subrogation <input type="checkbox"/> Non-PVPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08) <input type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25) <input type="checkbox"/> Other non-PVPD/WD tort (35)	<input type="checkbox"/> Other employment (15) <b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (e.g., quiet title) (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) <b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case  is  is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial post-disposition judicial disposition

3. Type of remedies sought (check all that apply):  
 a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive

4. Number of causes of action (specify): Two

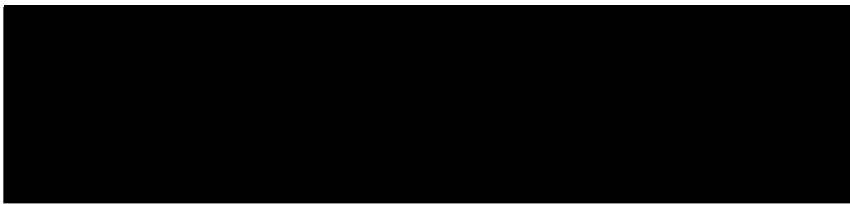
5. This case  is  is not a class action suit.

Date: June 12, 2003  
 Kevin K. Cholakian  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.



Jeff CNO1

502408

Bonein

Service of Process Transmittal Form

Los Angeles, California

10/06/2004

Via Federal Express (Overnight)

TO: Chris Dzbanski
Ford Motor Company
Three Parklane Blvd., Ste.1400 West
Dearborn, MI 48126

RE: PROCESS SERVED IN CALIFORNIA

FOR Ford Motor Company Domestic State: De

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

- 1. TITLE OF ACTION: [Redacted] et al vs Ford Motor Company, Inc., et al
2. DOCUMENT(S) SERVED: Summons, Complaint, Exhibit
3. COURT: Superior Court of California, County of Stanislaus
Case Number 350327
4. NATURE OF ACTION: Complaint for alleged breach of warranties.
5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Los Angeles, California
6. DATE AND HOUR OF SERVICE: By Process server on 10/05/2004 at 15:10
7. APPEARANCE OR ANSWER DUE: Within 30 days
8. ATTORNEY(S): F. Anthony Edwards
Seibel, Finta & Edwards
(925) 947-1600
1850 Mt. Diablo Blvd
Suite 650
Walnut Creek, CA 94596-0000

9. REMARKS: Name discrepancy noted.
i-Note sent 10/06/2004 to CDZBANSK@FORD.COM

LITIGATION
PRACTICE GROUP

04 OCT -7 AM 0:37

OFFICE OF THE
GENERAL COUNSEL

SIGNED CT Corporation System
PER Jere J. Keprios /GA
ADDRESS 818 West Seventh Street
Los Angeles, CA 90017
SOP WS 0006667430

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.



**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:** (*Aviso a Acusado*)

FORD MOTOR COMPANY, INC ; FORD MOTOR CREDIT, INC; and  
PATCHETTS FORD-MERCURY,  
DOES 1-50

FOR COURT USE ONLY

OCT - 5 2004

B:LD  
Ⓟ

**YOU ARE BEING SUED BY PLAINTIFF:**

(*A Ud. le está demandando*)



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

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

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

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

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

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

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

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

The name and address of the court is: (*El nombre y dirección de la corte es*)  
Superior Court of California, County of Stanislaus, CIVIL  
1101 I STREET  
MODESTO, CALIFORNIA, CA 95354

CASE NUMBER (Número del Caso)  
**350327**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(*El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es*)  
F. ANTHONY EDWARDS (Bar # 181606)

SEIBEL, FINTA & EDWARDS  
1850 MT DIABLO BLVD SUITE 650, WALNUT CREEK, CA 94596

Phone No. (925) 947-1600  
Fax No. (925) 947-1990

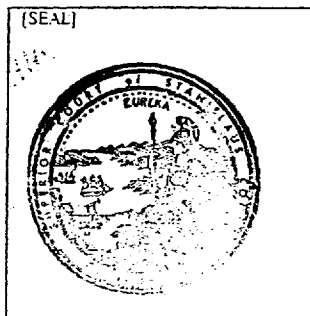
DATE:  
(Fecha)

**SEP - 1 2004**

Clerk, by  
(Actuario)

Deputy  
(Delegado)

**JUANITA LAMB**



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify): *Ford Motor Company, Inc.*

- under:
- |  |   |
|--|---|
| <input type="checkbox"/> CCP 416.10 (corporation)                | <input type="checkbox"/> CCP 416.60 (minor)       |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (individual)  |
| <input type="checkbox"/> other:                                  |   |

4.  by personal delivery on (date): *10/5/04*

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME, ADDRESS, PHONE) F. Anthony Edwards SBN 131606 1850 Mt. Diablo Blvd. Walnut Creek, CA 94596 (925) 947-1600 Attorney for:	FILED 2005 SEP - 1 AM 11:39 SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS JUANITA LAMB DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS Street Address: 800 11th Street, Modesto, CA 95354 Civil Clerk' Office: 1100 I Street, P.O. Box 1098, Modesto, CA 95353	
Plaintiff/Petitioner: <span style="background-color: black; color: black;">[REDACTED]</span> Defendant/Respondent: Ford Motor Company, Inc. et al.	
NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER 35 03 27

1. NOTICE is given that a Case Management Conference has been scheduled as follows:

Date: 1-24-05 Address of court <input type="checkbox"/> shown above <input type="checkbox"/> is:	Time: 3:00 pm Dept: 21	Room:
---	------------------------	-------

2. You must file and serve a completed *Case Management Conference Questionnaire* at least fifteen (15) days before the case management conference.
3. You must be familiar with the case and be fully prepared to participate effectively in the case management conference.
4. At the case management conference the court may make pretrial orders, including the following:
  - a. An order establishing a discovery schedule.
  - b. An order referring the case to arbitration.
  - c. An order dismissing fictitious defendants.
  - d. An order scheduling exchange of expert witness information.
  - e. An order setting subsequent conferences and the trial date.
  - f. Other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.).

Date:

SEP - 1 2004

Clerk, by

*Juanita Lamb*  
 JUANITA LAMB

Deputy

--SANCTIONS--

If you do not file the *Case Management Questionnaire* required by local rule, or attend the case management conference or participate effectively in the conference, the court may impose sanctions (including dismissal of the case, striking of the answer, and payment of money).

NOTICE OF CASE MANAGEMENT CONFERENCE

1 F. Anthony Edwards SBN 181606  
LAW OFFICES OF F. ANTHONY EDWARDS  
2 1850 Mt. Diablo Boulevard, Suite 650  
Walnut Creek, CA 94596  
3 Telephone: 925-947-1600  
4 Facsimile: 925-947-1990  
Attorney for Plaintiffs  
5 and [REDACTED]

FILED  
2004 SEP - 1 AM 11:39  
SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF STANISLAUS  
[Signature]  
DEPUTY

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 IN AND FOR THE COUNTY OF FOR THE COUNTY OF STANISLAUS

9 [REDACTED] AND  
10 [REDACTED] Plaintiffs,

CASE NO. 350327

COMPLAINT FOR VIOLATION OF  
SONG- BEVERLY CONSUMER  
WARRANTY ACT; FOR WILLFUL  
BREACH OF EXPRESS WARRANTY;  
FOR DAMAGES AND FOR PUNITIVE  
DAMAGES

11 vs.

12 FORD MOTOR COMPANY, INC.  
13 FORD MOTOR CREDIT, INC.  
14 PATCHETTS FORD - MERCURY, and  
DOES 1 through 50, Inclusive.  
15 Defendants.

Verified Complaint  
Unlimited Civil Case

16  
17 Plaintiffs allege:

18 1. To the best of Plaintiffs' knowledge, Defendant Ford Motor Company, Inc.  
19 (hereinafter "FMC"), is a foreign corporation organized under the laws of the State of  
20 Michigan.

21 2. That to the best of Plaintiffs knowledge, Defendant Ford Motor Credit  
22 Company, Inc., (hereinafter "FMCC"), is a foreign corporation organized under the laws  
23 of the State of Michigan.

24 3. That Defendant Patchetts Ford-Mercury at all times herein relevant, was  
25 Corporation duly organized and existing under the laws of the State of California, and  
26 qualified to transact business in California, with its principal business office located in  
27

28 Complaint For Damages

1 Stanislaus County, California.

2 4. Plaintiffs are ignorant of the true names and capacities of defendants sued  
3 herein as Does 1-50, inclusive, and therefore sue these defendants by these fictitious  
4 names. Plaintiffs will amend this complaint to allege their true names and capacities when  
5 same is ascertained.

6 5. At sometime in 2003 primary Defendant FMC manufactured that certain motor  
7 vehicle, commonly referred to as a 2003 Ford Explorer bearing VIN:

8 1FMDU63KX3Z [REDACTED] Defendants appended to this vehicle an express  
9 warranty—undertaking to preserve or maintain the utility or performance of that vehicle or  
10 provide compensation if there is a failure in utility or performance by means of a written  
11 statement designed to accompany the product.

12 6. On or about 27 June 2003, in the City of Newman, California, primary  
13 Defendant Patchetts Ford-Mercury, acting as an agent for Primary Defendant FMC, with  
14 the acquiescence and acknowledgment of Defendant FMCC sold that certain 2003 Ford  
15 Explorer bearing VIN: 1FMDU63KX3Z [REDACTED] to the Plaintiffs for a valuable  
16 consideration.

17 7. In connection with the sale, Plaintiff received the express warranty of the  
18 Defendant manufacturer FMC, in that Defendant undertook to preserve or maintain the  
19 utility or performance of that vehicle or provide compensation if there is a failure in  
20 utility or performance by means of a written statement designed to accompany the  
21 product.

22 8. On or about July 22, 2003, Plaintiff discovered that the vehicle had a problem  
23 with the transmission, whereby, the shift lever would jump while operating the vehicle.  
24 In fact, the transmission would make noise inconsistent with the way a transmission is  
25 suppose to sound. Plaintiffs took the vehicle in for service to Defendant Patchetts  
26 Ford-Mercury . Defendants allegedly replace the gear selector lever. However, Plaintiff

1 returned the vehicle several times, in August 2003, in November 2003, and again in  
2 January 2004. Notwithstanding the multiple repairs, the problem persisted. Plaintiffs  
3 thereon attempted to act on Defendants' express warranty, as subject to the requirements  
4 of the Song-Beverly Act, under which Defendants and each of them were required to and  
5 did maintain local service and repair facilities.

6 9. Defendants and each of them willfully violated the provisions of the act and  
7 breached the express warranty made in the sale to Plaintiff in that the vehicle is a non-  
8 conforming vehicle, as the shift lever would jump while operating the vehicle, and  
9 Plaintiffs did give written notice to Primary Defendant FMC on January 25, 2004 of the  
10 nonconformity of the vehicle, with full particulars for purposes of service. Defendant  
11 FMC, although receiving that notification, failed to repair the nonconformity or arrange  
12 therefor in any way even though Plaintiffs persisted in reminding Defendant and each of  
13 them of its warranty obligations.

14 10. By letter dated February 24, 2004 a true and correct copy is attached herewith  
15 as Plaintiffs Exhibit- 1 and incorporated herein by reference, Plaintiffs notified Defendant  
16 FMC that Plaintiffs was exercising their rights to rescind the contract on the basis of  
17 manufacturers' failure to repair that certain 2003 Ford Explorer bearing VIN:  
18 1FMDU63KX3Z [REDACTED] to conform to the express warranty, demanding that FMC return  
19 to the Plaintiff the consideration paid by Plaintiffs under the contract or replace the  
20 nonconformity with another vehicle that conformed to the express warranty,

21 11. Defendant FMC refused and failed, and continues to refuse and fail to return to  
22 the Plaintiffs the amount paid by Plaintiffs under contract. And refused and fail and  
23 continues to refuse and fail, to replace that certain 2003 Ford Explorer bearing VIN:  
24 1FMDU63KX3Z [REDACTED] with another vehicle that conforms to the express warranty.

25 12. As a proximate result of Defendant FMC to restore the consideration paid by  
26 Plaintiffs, Plaintiff has been damaged in the sum of \$ 100,000.00.

1 13. Plaintiffs have expended approximately \$2,500.00 for rental cars and other  
2 expenses as a proximate cause of acts herein complained of the Defendants and each of  
3 them. These expenses will increase until Plaintiffs are successful in this action.

4 14. As a proximate result of the failure of that certain 2003 Ford Explorer bearing  
5 VIN: 1FMDU63KX3Z [REDACTED] to conform to Defendant manufacturers' express warranty  
6 and Defendant failure to repair or service that certain vehicle to conform to the warranty,  
7 Plaintiffs was damaged in a sum according to proof.

8 15. As a further approximate result of the acts of these Defendants and each of  
9 them, Plaintiff was unable and is still unable to use that certain 2003 Ford Explorer  
10 bearing VIN: 1FMDU63KX3Z [REDACTED]

11 16. As a further proximate result of the Defendants willful failure to comply with  
12 their obligation to the Plaintiffs, Plaintiff's has been required to incur attorneys' fee  
13 herein.

14 17. Pursuant to statute and/or contract. Plaintiffs are entitled to attorney fees in  
15 this action, should they prevail.

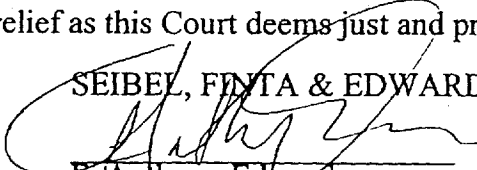
16 WHEREFORE, Plaintiffs prays for judgment as follows:

- 17 1. For actual damages;  
18 2. For civil penalties two times their actual damages;  
19 3. For reasonable attorneys' fees;  
20 4. For Plaintiffs's costs of suit herein; and

21 For such other and further relief as this Court deems just and proper.

22 Dated 7/30/04

SEIBEL, FINA & EDWARDS

  
F. Anthony Edwards  
Attorney for Plaintiffs

1 VERIFICATION

2 We, [REDACTED], are the Plaintiffs in this action. We have read  
3 the foregoing Complaint and know the contents thereof. The same is true of our  
4 knowledge, except as to those matters which are therein stated on information and belief,  
5 and as to those matters, we believe them to be true.

6 We declare under penalty of perjury under the laws of the State of California, that  
7 the foregoing is true and correct.

8  
9 Dated: July 30, 2004

[REDACTED]

[REDACTED]

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit I**



[REDACTED]

NEWMAN, CA

(hm)  
(fcc)

February 24, 2004

FORD COMPANY  
P.O. BOX 930  
ANN ARBOR, MICHIGAN 48106-0930

Dear Sir Madam:

A few months ago (November to be exact) we sent a letter with the survey that was sent to us by Ford Company.

The letter stated that we were having problems with the Shift Selector Assembly; no one from Ford Company has bothered to contact us.

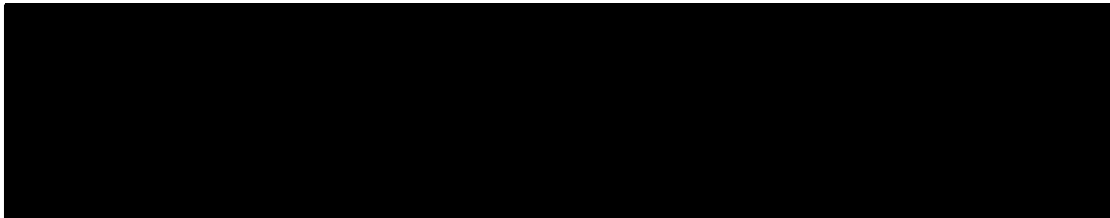
Our problem began a couple weeks after we got the Explorer XLT 2003. We were hoping it would go away but it did not. Thirty days later we took it to the dealer and they agreed to change the Shift Selector Assembly.

Because of internal problem and changing of the Service Manager, the former manager left no information regarding the problem we are having. The new manager got the parts and changed the Drive Selector, but the problem is still there. We have taken it back August 2003 - November 2003 - January 2004.

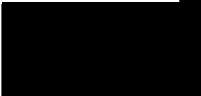
Since nothing has been done and we have a serious concern regarding the vehicle; we will allow five days after the receipt of this letter for a response. If this is not the right office, please forward to the correct one. Thank you.

[REDACTED]

cc Attorney



NEWMAN, CA



(hm)  
(fax)

*February 25, 2004*

*FORD COMPANY  
P.O. BOX 6248  
DEARBORN, MI 48126*

*Dear Sir/Madam:*

*A few months ago (November to be exact) we sent a letter with the survey that was sent to us by Ford Company.*

*The letter stated that we were having problems with the Shift Selector Assembly; no one from Ford Company has bothered to contact us.*

*Our problem began a couple weeks after we got the Explorer XLT 2003. We were hoping it would go away but it did not. Thirty days later we took it to the dealer and they agreed to change the Shift Selector Assembly.*

*Because of internal problem and changing of the Service Manager, the former manager left no information regarding the problem we are having. The new manager got the parts and changed the Drive Selector, but the problem is still there. We have taken it back August/2003 - November/2003 - January/2004.*

*Since nothing has been done and we have a serious concern regarding the vehicle; we will allow five days after the receipt of this letter for a response. If this is not the right office, please forward to the correct one. Thank you.*

*Very truly yours,*



*cc Attorney*





CT System

Service of Process Transmittal Form  
Baltimore, Maryland

02/10/2005

TO: Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste. 1400 West  
Dearborn, MI 48126

Phone: (313) 248-6864 ex:  
FAX: (888) 868-8312  
EMAIL: CDZBANSK@FORD.COM

RE: PROCESS SERVED IN MARYLAND

FOR Ford Motor Company Domestic State: De

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

- 1. TITLE OF ACTION: [REDACTED] vs Ford Motor Company, Dft.
- 2. DOCUMENT(S) SERVED: Writ of Summons, Complaint, Certificate of Service, Demand for Jury Trial, Exhibits
- 3. COURT: Circuit Court of Maryland for Baltimore  
Case Number 03C05000963
- 4. NATURE OF ACTION: Product Liability Litigation  
r, VIN #1FMZU73K04U [REDACTED]
- 5. ON WHOM PROCESS WAS SERVED: Th Maryland
- 6. DATE AND HOUR OF SERVICE: By l Date 02/08/2005
- 7. APPEARANCE OR ANSWER DUE: Within
- 8. ATTORNEY(S): Robyn Glassman-Katz, Esq  
215-540-8888  
Kimmel & Silverman P.C.  
30 East Butler Pike  
Ambler, PA 19002
- 9. REMARKS: i-Note sent 02/10/2005 to CDZBANSK@FORD.COM

*Handwritten notes:*  
CN01  
CN03  
jfb  
etc.

OFFICE OF THE  
GENERAL COUNSEL  
5 FEB 11 12:59  
LITIGATION  
PRACTICE GROUP

SIGNED CT Corporation System  
PER Billie J. Swoboda /RL  
ADDRESS 300 E. Lombard Street  
Baltimore, MD 21202  
SOP WS 0006988068

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

CIRCUIT COURT FOR BALTIMORE COUNTY  
Suzanne Mensh  
Clerk of the Circuit Court  
County Courts Building  
401 Bosley Avenue  
P.O. Box 6754  
Towson, MD 21285-6754  
(410)-887-2601, TTY for Deaf: (800)-735-2258  
Maryland Toll Free Number (800) 938-5802

W R I T O F S U M M O N S

Case Number: 03-C-05-000963 CN  
C I V I L

██████████ vs Ford Motor Co

STATE OF MARYLAND, BALTIMORE COUNTY COUNTY, TO WIT:

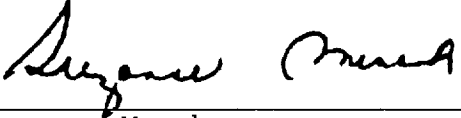

To: FORD MOTOR CO  
CO C T Corp  
300 East Lombard Street  
Baltimore, MD 21202

You are hereby summoned to file a written response by pleading or motion, within 30 days after service of this summons upon you, in this court, to the attached Complaint filed by: ██████████

P O Box 233  
Hughesville, MD 20637

WITNESS the Honorable Chief Judge of the Third Judicial Circuit of Maryland

Date Issued: 01/28/05

  
Suzanne Mensh  
Clerk of the Circuit Court, per 



To the person summoned:

FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOTTED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

Personal attendance in court on the day named is NOT required.



To: FORD MOTOR CO

\*\*\* SHERIFF'S RETURN \*\*\*  
(Please Print all information)

Case No: 03-C-05-000963

Old Case No:

Case Name: [Redacted] vs Ford Motor Co

\_\_\_\_\_ ID# \_\_\_\_\_ of the \_\_\_\_\_  
(Serving Sheriff's Name)

County Sheriff's Office represent to the Honorable Court the I:

(1) Served, \_\_\_\_\_  
(Name of Person Served)

on \_\_\_\_\_ at \_\_\_\_\_  
(Date of Service) (Location of Service)

\_\_\_\_\_ with the following:

- |                        |  |
|------------------------|--|
| _____ Summons          | _____ Counter complaint                  |
| _____ Complaint        | _____ Interrogatories                    |
| _____ Motion           | _____ Domestic Violence Order            |
| _____ Show Cause Order | Other _____<br>(Specify Document Served) |

(2) Was unable to serve because:

- |  |                                 |
|--|---------------------------------|
| _____ Moved left no forwarding address | _____ No such address           |
| _____ Address not in jurisdiction      | Other _____<br>(Please Specify) |

Sheriff's Fee \$ \_\_\_\_\_

\_\_\_\_\_ (Serving Sheriff's Signature and Date)

INSTRUCTIONS TO SHERIFF'S OFFICE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, Please state the reasons.
3. Return of served or unserved process shall be made promptly.

Circuit Court for \_\_\_\_\_  
 City or County \_\_\_\_\_

**CIVIL--NON-DOMESTIC CASE INFORMATION REPORT**

**Directions:**  
*Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.*  
*Defendant: You must file an Information Report as required by Rule 2-323(h).*  
***THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.***

FORM FILED BY:  PLAINTIFF  DEFENDANT CASE NUMBER: \_\_\_\_\_  
(Click to insert)  
 CASE NAME: \_\_\_\_\_ v \_\_\_\_\_  
 JURY DEMAND:  Yes  No Anticipated length of trial: \_\_\_\_\_ hours or \_\_\_\_\_ days  
 RELATED CASE PENDING?  Yes  No If yes, Case #(s), if known: \_\_\_\_\_

Special Requirements?  Interpreter/communication impairment Which language \_\_\_\_\_  
 (Attach Form 1-332 if Accommodation or Interpreter Needed) Which dialect \_\_\_\_\_  
 ADA accommodation: \_\_\_\_\_

NATURE OF ACTION <small>(CHECK ONE BOX)</small>		DAMAGES/RELIEF	
<b>TORTS</b> <input type="checkbox"/> Motor Tort <input type="checkbox"/> Premises Liability <input type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____	<b>LABOR</b> <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input type="checkbox"/> Other _____ <b>CONTRACTS</b> <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input type="checkbox"/> Other _____ <b>REAL PROPERTY</b> <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input type="checkbox"/> Landlord Tenant <input type="checkbox"/> Other _____ <b>OTHER</b> <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other _____	<b>A. TORTS</b> <b>Actual Damages</b> <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> \$7,500 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> Over \$100,000 <input type="checkbox"/> Medical Bills \$ _____ <input type="checkbox"/> Property Damages \$ _____ <input type="checkbox"/> Wage Loss \$ _____	<b>B. CONTRACTS</b> <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input type="checkbox"/> Over \$20,000 <b>C. NONMONETARY</b> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction <input type="checkbox"/> Other _____

**ALTERNATIVE DISPUTE RESOLUTION INFORMATION**  
 Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)  
 A. Mediation  Yes  No C. Settlement Conference  Yes  No  
 B. Arbitration  Yes  No D. Neutral Evaluation  Yes  No

**TRACK REQUEST**  
*With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.*  
 ½ day of trial or less  3 days of trial time  
 1 day of trial time  More than 3 days of trial time  
 2 days of trial time

**PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY.**

Date \_\_\_\_\_ Signature \_\_\_\_\_

## BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

*For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.*



### Expedited

Trial within 7 months of  
Defendant's response



### Standard

Trial - 18 months of  
Defendant's response

EMERGENCY RELIEF REQUESTED \_\_\_\_\_

Signature

Date

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

### CIRCUIT COURT FOR BALTIMORE CITY (check only one)

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Standard-Short Trial seven months from Defendant's response. Includes torts with actual damages up to \$7,500; contract claims up to \$20,000; condemnations; injunctions and declaratory judgments.
- Standard-Medium Trial 12 months from Defendant's response. Includes torts with actual damages over \$7,500 and under \$50,000, and contract claims over \$20,000.
- Standard-Complex Trial 18 months from Defendant's response. Includes complex cases requiring prolonged discovery with actual damages in excess of \$50,000.
- Lead Paint Fill in: Birthdate of youngest plaintiff \_\_\_\_\_.
- Asbestos Events and deadlines set by individual judge.
- Protracted Cases Complex cases designated by the Administrative Judge.

### CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded.
- Liability is not conceded, but is not seriously in dispute.
- Liability is seriously in dispute.

### CIRCUIT COURT FOR BALTIMORE COUNTY

- Expedited (Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard (Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, Intentional Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard (Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex (Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.





CIRCUIT COURT  DISTRICT COURT OF MARYLAND FOR .....

City/County

Located at ..... Case No. ....  
Court Address

STATE OF MARYLAND  
or

Trial/Hearing Date: .....

..... VS. ....  
Plaintiff/Petitioner Defendant/Respondent

**Form 1-332. NOTIFICATION OF NEED FOR ACCOMMODATION OR INTERPRETER**

The person named below needs the following accommodation(s) or interpreter(s) (check all that apply):

- Assistive Listening Device ..... (specify type)
- Computer Assisted Technology
- Documents  in large print ..... (specify size)  
or  in Braille or  in digital form or  on cassette
- Communication board
- Electrical outlet for, e.g., assistive notetaking device
- Escort
- Familiarization with courtroom layout
- Guide dog accommodations .....(specify)
- Interpreter (Specify language and, if necessary, any dialect thereof, for example: American Sign Language, Korean, Mandarin Chinese, Russian, Spanish)  
(Specify dialect) .....
- Lighting .....(specify)
- Quiet room
- Recesses at ..... intervals (specify time or other interval)
- Scheduling of proceedings in  a.m. or  p.m.
- Small room
- Stair-free access to facility
- Use of personal tape recorder
- Videotaped testimony
- Visual aid machine ..... (specify)
- Wheel-chair accessible facilities, including  raised/lowered counsel table  accessible witness stand
- Other .....

.....  
Date Name of Person Needing Assistance

.....  
Name, Address, and Telephone Number of Attorney or Other Individual Submitting this Notification

[REDACTED]  
Hughesville, MD [REDACTED]

Plaintiff

v.

**FORD MOTOR COMPANY**  
c/o CT Corporation  
300 East Lombard Street  
Baltimore, MD 21202

Defendant

IN THE CIRCUIT COURT FOR  
BALTIMORE COUNTY

CASE NO: \_\_\_\_\_

**COMPLAINT AND STATEMENT OF FACTS**

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the State of Maryland, [REDACTED], MD [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conduct business in the State of Maryland, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 300 East Lombard Street, Baltimore, MD 21202.

3. On or about September 18, 2004, Plaintiff purchased a new 2004 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMZU73K04U [REDACTED]

4. The vehicle was purchased in the State of Maryland and is registered in the State of Maryland.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$33,300.00.

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.

**COUNT I**  
**MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT 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 §14-1501(b) of the Commercial Law article of the Annotated Code of Maryland (hereinafter the "Code").

12. Defendant is a "Manufacturer" as defined by §14-1501(e) of the Code.

13. Prince Frederick is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by §14-1501(b) of the Code.

14. On or about September 18, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by §14-1502 et seq., which substantially impair the use and/or market value of the vehicle.

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

16. Section §14-1502(c)(1) of the Maryland Automotive Warranty Enforcement Act (hereinafter the "Maryland Lemon Law") provides:

If, during the warranty period, the manufacturer of factory branch, its agent, or its authorized dealer is unable to repair or correct any defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer or factory branch, at the option of the consumer, shall: (i) replace the motor vehicle with a comparable motor vehicle to the consumer; or (ii) accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price including all license fees, registration fees, and any similar governmental charges, less: (1) a reasonable allowance for the consumer's use of the vehicle not to exceed fifteen (15) percent of the purchase price; and (2) a reasonable allowance for damage not attributable to normal wear but not to include damage resulting from a nonconformity, defect, or condition.

17. Section §14-1502(d) of the Maryland Lemon Law provides a presumption of a reasonable number of repair attempts if:

(1) The same nonconformity, defect, or condition has been subject to repair four (4) or more times by the manufacturer or factory branch, or its agents or authorized dealers, within the warranty period but such nonconformity, defect, or condition continues to exist; or

(2) The vehicle is out of service by reason of repair of one (1) or more nonconformities, defects, or conditions for a cumulative total of thirty (30) or more days during the warranty period.

18. 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.

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

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

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

22. The first documented warranty repair attempt is believed to have occurred on or before September 22, 2004, when the vehicle odometer showed 248 miles. On that date, repair attempts were made to the abnormal vibration, tires and wheels. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "A".

23. The second documented warranty repair attempt is believed to have occurred on or before September 23, 2004, when the vehicle odometer showed 248 miles. On that date, repair attempts

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

24. The third documented warranty repair attempt is believed to have occurred on or before October 12, 2004, when the vehicle odometer showed 1,623 miles. On that date, repair attempts were made to the charging system and abnormal vibration. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

25. The fourth documented warranty repair attempt is believed to have occurred on or before October 25, 2004, when the vehicle odometer showed 2,273 miles. On that date, repair attempts were made to the abnormal vibration and transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

26. 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 "E".

27. 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.

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

29. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide notification.

30. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of §14-1502 of the Code.

31. Pursuant to §14-1502(h) and (l), 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**

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 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.

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**  
**MARYLAND CONSUMER PROTECTION ACT**

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 "Consumer" as defined by §13-101(c) of the Code.

47. Defendant is a "Person" as defined by §13-101(h) of the Code.

48. The subject vehicle is a "Consumer good" as defined by §13-101(d) of the Code.

49. The Code defines "Consumer goods" as goods which are primarily for personal, household, family, or agricultural purposes.

50. Section 14-1504 of the Maryland Lemon Law provides that a violation of its provisions shall be considered an unfair and deceptive trade practice under Title 13 of the Commercial Law Article.

51. The Maryland Consumer Protection Act defines "unfair or deceptive trade practices" as:

- (1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- (2) Representation that:
  - (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;
  - (ii) A merchant has a sponsorship approval, status, affiliation, or connection which he does not have;
  - (iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand consumer goods are original or new; or
  - (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
- (3) Knowingly false statement that a service, replacement, or repair is needed

52. Plaintiff avers that Defendant has violated these, as well as other provisions, of §13-101 et seq. of the Code.

53. Section 13-301(14)(xi) of the Code provides that a violation of the Automotive Warranty Enforcement Act is an automatic "unfair or deceptive trade practice" and, therefore, a violation of the Consumer Protection Act.

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

55. Section 13-408(a) of the Code authorizes consumers to bring an action to recover for injury or loss sustained by them as the result of a practice prohibited by the Consumer Protection Act.

56. Section 13-408(b) further allows consumers who are awarded damages to seek reasonable attorney's fees.

57. Section 2-714(2) of the Code defines the measure of damages for breach of warranty as "the difference at the time and place of acceptance between the value of the goods accepted and



the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount.”

58. Section 2-715(1) of the Code authorizes the Court to award the Consumer incidental damages, including expenses reasonably incurred in the inspection, receipt, transportation and care and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

59. Section 2-715(2) of the Code also authorizes the Court to award the Consumer consequential damages, which may include any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and any injury to the person or property proximately resulting from any breach of warranty.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in the amount of Twenty-Five Thousand Eight Hundred Fifteen And 64/100 Dollars (\$25,815.64), together with all collateral charges, attorneys' fees, and court costs.

KIMMEL & SILVERMAN, P.C.

By: Robyn Katz  
ROBYN GLASSMAN-KATZ, ESQUIRE  
Attorney for Plaintiff  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

10451 Mill Run Circle, Suite 400  
Owings Mills, MD 21117  
(410) 356-8835

[REDACTED]  
Hughesville, MD [REDACTED]

Plaintiff

v.

FORD MOTOR COMPANY  
c/o CT Corporation  
300 East Lombard Street  
Baltimore, MD 21202

Defendant

IN THE CIRCUIT COURT FOR  
BALTIMORE COUNTY

CASE NO: \_\_\_\_\_

DEMAND FOR JURY TRIAL

Plaintiff demands to have this case tried by a jury.

KIMMEL & SILVERMAN, P.C.

By: Robyn Katz  
ROBYN GLASSMAN-KATZ, ESQUIRE  
Attorney for Plaintiff  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

10451 Mill Run Circle, Suite 400  
Owings Mills, MD 21117  
(410) 356-8835

Circuit Court for Baltimore County

City or County

### CIVIL-NON-DOMESTIC CASE INFORMATION REPORT

**Directions:**  
**Plaintiff:** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.  
**Defendant:** You must file an Information Report as required by Rule 2-323(h).  
**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.**

FORM FILED BY:  PLAINTIFF  DEFENDANT CASE NUMBER: \_\_\_\_\_  
 CASE NAME: Betty Griffith v Ford Motor Company (Click to insert)

JURY DEMAND:  Yes  No Anticipated length of trial: \_\_\_\_\_ hours or 2 days  
 RELATED CASE PENDING?  Yes  No If yes, Case #(s), if known: \_\_\_\_\_

Special Requirements?  Interpreter/communication impairment Which language \_\_\_\_\_  
 (Attach Form 1-332 if Accommodation or Interpreter Needed) Which dialect \_\_\_\_\_  
 ADA accommodation: \_\_\_\_\_

**NATURE OF ACTION (CHECK ONE BOX) DAMAGES/RELIEF**

<b>TORTS</b> <input type="checkbox"/> Motor Tort <input type="checkbox"/> Premises Liability <input type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other	<b>LABOR</b> <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input type="checkbox"/> Other	<b>A. TORTS</b> <b>Actual Damages</b> <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> Medical Bills <input type="checkbox"/> \$7,500 - \$50,000 \$ _____ <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> Property Damages <input type="checkbox"/> Over \$100,000 \$ _____ <input type="checkbox"/> Wage Loss \$ _____		
	<b>CONTRACTS</b> <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input type="checkbox"/> Other	<b>B. CONTRACTS</b> <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input checked="" type="checkbox"/> Over \$20,000	<b>C. NONMONETARY</b> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction <input type="checkbox"/> Other	
	<b>REAL PROPERTY</b> <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input type="checkbox"/> Landlord Tenant <input checked="" type="checkbox"/> Other Breach of Warranty	<b>OTHER</b> <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other		

**ALTERNATIVE DISPUTE RESOLUTION INFORMATION**  
 Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)  
 A. Mediation  Yes  No C. Settlement Conference  Yes  No  
 B. Arbitration  Yes  No D. Neutral Evaluation  Yes  No

**TRACK REQUEST**  
 With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.  
 1/2 day of trial or less  3 days of trial time  
 1 day of trial time  More than 3 days of trial time  
 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY.

Date 1/28/05 Signature Robin Kelly

**BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM**

*For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.*

**Expedited**  
Trial within 7 months of  
Defendant's response

**Standard**  
Trial - 18 months of  
Defendant's response

EMERGENCY RELIEF REQUESTED \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

**CIRCUIT COURT FOR BALTIMORE CITY (check only one)**

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Standard-Short Trial seven months from Defendant's response. Includes torts with actual damages up to \$7,500; contract claims up to \$20,000; condemnations; injunctions and declaratory judgments.
- Standard-Medium Trial 12 months from Defendant's response. Includes torts with actual damages over \$7,500 and under \$50,000, and contract claims over \$20,000.
- Standard-Complex Trial 18 months from Defendant's response. Includes complex cases requiring prolonged discovery with actual damages in excess of \$50,000.
- Lead Paint Fill in: Birthdate of youngest plaintiff \_\_\_\_\_.
- Asbestos Events and deadlines set by individual judge.
- Protracted Cases Complex cases designated by the Administrative Judge.

**CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY**

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is **not** an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded.
- Liability is not conceded, but is not seriously in dispute.
- Liability is seriously in dispute.

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- Expedited (Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard (Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, Intentional Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard (Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex (Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.narbitration.com](http://www.narbitration.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

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

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W46500	
[REDACTED]		[REDACTED]	
HUGHESVILLE MD		HUGHESVILLE MD	
WORK: [REDACTED] HOME: [REDACTED]		WORK: [REDACTED] HOME: [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0691 ADV: 055 GARTIS, AN INVOICE: PRELIM MAR C W DG		VIN 1FMZU73K04L [REDACTED] LICENSE NUMBER: MD 1	
INVOICED: 09/23/2004 14:40:09		04 FORD EXPLORER XLT 4WD 4DR SPTUTY GREEN	
ODOMETER IN: 248 OUT: 248		STOCK# 00004239	
DATES BEGIN: 09/22/04 DONE: 09/23/04		DATES INSERVICE: 092004 PRODUCTION: 112603 SOLD: 091804	
CONCERN 52 CUST STATES VIBRATION IN VEHICLE 60 MPH		OPERATION TECH HOURS AMOUNT	
CORRECTION ROTATIONAL NOISE/VIBRATION/HARSHNESS - DIAGNOSIS		1007D 894 .7 52.22	
52-1 TIRES AND WHEELS - CHECK RUN-OUT		1007D1 994 .4 29.84	
52-2 TIRE AND WHEEL - BALANCE		1007D3T 894 .8 59.68	
FACTORY CERT#: 6894		SUBTOTAL	
TYPE: W		141.74	
SUMMARY OF CHARGES FOR INVOICE		141.74	
LAB-MECHANICAL		INVOICE W46500	
TOTAL CHARGE		141.74	
		FACTORY WARRANTY	
		141.74	

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST  
 CUS - CUSTOMERPAY  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE ANDREW D. GARTIS

PAGE 1  
 LAST PAGE

*When I brought it in the Monday after purchasing they put off an appointment for a week.*

WHITE = ACCOUNTING CANARY = CUSTOMER PINK = FILE BLUE = WARRANTY

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

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

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C46500	
[REDACTED]		[REDACTED]	
HUGHESVILLE MD		HUGHESVILLE MD	
WORK: [REDACTED]	HOME: [REDACTED]	WORK: [REDACTED]	HOME: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0691	ADV: 055 GARTS, AN	INVOICE: PRELIM CUS C W DG	VIN 1FMZU73K04L [REDACTED]
ODOMETER IN: 248	OUT: 248	INVOICED: 09/23/2004 14:40:09	LICENSE NUMBER: MD 1
		DIST: 1FA	04 FORD EXPLORER XLT 4WD 4DR SPTUTY GREEN
			STOCK# 00004239
CONCERN 24	PROGRAM PATS KEY	OPERATION	TECH
CORRECTION	COMPLETED	KEY	894
	PART NUMBER	QTY	SELL
	010 PATSKEY	1	32.17
FACTORY			32.17
	DESCRIPTION		
	NO MATCH		
	CERT#: 6894		
		INDICATORS - FRANCHISE: N	
		SUBTOTAL	
TYPE: C			32.17
			32.17
CONCERN 49	PERFORM CHECK		AMOUNT
CORRECTION	COMPLETED		
COMMENT	FREE		
FACTORY			
TYPE: C			
		TOTAL CHARGE FOR CONCERN	
			.00
CONCERN 51	CUST STATES ANTENNA BASE IS BROKEN-FRED SUPPLIED ME ONE	OPERATION	TECH
CORRECTION	INSTALLED ANTENNA BASE	ANTENNA	894
COMMENT	ME ONE		
	PART NUMBER	DESCRIPTION	QTY
	SPD 1L2Z 18A984 AB	+BASE&CABL	1
FACTORY			21.85
			74.00
			95.85
		SUBTOTAL	
TYPE: C			21.85
			74.00
			95.85
		TOTAL CHARGE FOR CONCERN	
			.00



WHITE = ACCOUNTING    CANARY = CUSTOMER    PINK = FILE    BLUE = WARRANTY

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, repair, details or any other remedy with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies available at law or in equity.

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

INVOICE TO _____		DRIVER/OWNER INFORMATION -- INVOICE: C46500	
FOR OFFICE USE _____		VEHICLE INFORMATION _____	
TAG: 0691	ADV: 055 GARRIS, A	INVOICED: 09/23/2004 14:40:09 DG	04 EXPLORER GREEN LICENSE NUMBER: MD 1
CONCERN 54	CUST STATES WHILE FRED WEEKS WAS SHOWING VEHICLE IT MOVED WHILE IN PARK. ALSO WHILE DRIVING CUST STATES SHIFT LEVER MOVES WHILE IN DRIVE ON ITS OWN	OPERATION	TECH
CORRECTION	INSPECTED SHIFTER OPERATION AND FUNCTION ON ROAD. NO PROBLEM FOUND	IFF	894
FACTORY	CERT#: 6894		
TYPE: C		SUBTOTAL	
GRAND TOTALS		TOTAL CHARGE FOR CONCERN .00	
SUMMARY OF CHARGES FOR INVOICE C46500		PAYMENT DISTRIBUTION FOR INVOICE C46500	
PARTS	54.02	TOTAL CHARGE	33.78
SUPPLIES	11.10	CASH DUE	33.78
LAB-MECHANICAL	74.00		
258 CHARGE TO	7050 106.95-		
SUB-TOTAL	33.78		
SALES TAX	3.78		
TOTAL CHARGE	37.56		

# PRINCE FREDERICK



ATTENTION: THE FOLLOWING IS A COPY OF THE INVOICE FOR THE WORK PERFORMED ON YOUR VEHICLE. IF YOU HAVE ANY QUESTIONS - PLEASE SEE ANDREW U. GARRIS

**PAID**  
 SEP 24 2004  
*[Signature]*

WHITE = ACCOUNTING    CANARY = CUSTOMER    PINK = FILE    BLUE = WARRANTY

PAGE 2  
 LAST PAGE

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, attachment or any other remedy with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies available.

CUSTOMER SIGNATURE: [REDACTED]

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W46947	
[REDACTED]		[REDACTED]	
HUGHESVILLE	MD	HUGHESVILLE	MD
WORK: [REDACTED]	HOME: [REDACTED]	WORK: [REDACTED]	HOME: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0151	ADV: 055 GARIS, AN INVOICE: PRELIM MAR C W DG	VIN 1FYZU73K04L [REDACTED]	LICENSE NUMBER: MD [REDACTED]
	INVOICED: 10/12/2004 17:31:55	04 FORD	EXPLORER XLT 4WD 4DR SPTUTY GREEN
ODOMETER IN: 1623	OUT: 1623		STOCK# 00004239
DATES BEGIN: 10/12/04	DONE: 10/12/04	DATES INSERVICE: 092004	PRODUCTION: 112603 SOLD: 091804
CONCERN 52	CUST STATES ENGINE STARTS AND STALLS INTERMITTENTLY AND MOST TIMES WHEN START	HAPPENS HOT OR COLD	OPERATION
CORRECTION	EEC (QUICK TEST) - DIAGNOSIS	126500	TECH HOURS
52-1	PIN POINT TEST - DIAGNOSIS	12650D45	658 .2 14.92
52-2	PCM REPROGRAMMING - TEST	12650084	656 .3 22.38
			658 .2 14.92
FACTORY			
TYPE: W			52.22
SUMMARY OF CHARGE			52.22
LAB-MECHANICAL	52.22	TOTAL CHARGE	52.22
TOTAL CHARGE	52.22	FACTORY WARRANTY	52.22
** CUSTOMER WAITING **			
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
CUR - CUSTOMERPAY			
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ANDREW D. GARIS			

# PRINCE FREDERICK



PAGE 1  
 LAST PAGE

WHITE = ACCOUNTING    CANARY = CUSTOMER    PINK = FILE    BLUE = WARRANTY



# PRINCE FREDERICK




10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678

(410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. 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/terms. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

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

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C46947	
[REDACTED]		[REDACTED]	
HURNEVILLE	MD	HURNEVILLE	MD
WORK: [REDACTED]	HOME: [REDACTED]	WORK: [REDACTED]	HOME: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0151	ADV: 035 GARIS, AN	INVOICE: PRELIM CUS C W	DISG
INVOICED: 10/12/2004 17:31:55		VIN 1FM7U73K04L	LICENSE NUMBER: MD
ODOMETER IN: 1623	OUT: 1623	04 FORD	EXPLORER XLT 4WD 4DR SPTUTY GREEN
		01ST: 1FA	STOCK# 00004239
CONCERN 49	PERFORM CHECKLIST ATTACHED AND ADVISE	OPERATION	TECH
CORRECTION	COMPLETED CHECK LIST SEE ADVISOR	99P	658
COMMENT	FREE INSPECTION		
FACTORY			
TYPE: C	CERT#: 1658	TOTAL CHARGE FOR CONCERN	.00
CONCERN 51	CUSTOMER WANTS TO RETURN VEHICLE TO FACTORY	OPERATION	TECH
CORRECTION	ROAD TEST TO BE COMPLETED BY CUSTOMER	99P	658
FACTORY			
TYPE: C		TOTAL CHARGE FOR CONCERN	.00
BRAND TOTALS		SUBTOTAL	
SUMMARY OF CHARGES FOR INVOICE C46947		PAYMENT DISTRIBUTION FOR INVOICE C46947	
TOTAL CHARGE	.00	CASH DUE	.00
		TOTAL CHARGE	.00
** CUSTOMER WAITING **			
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST:			
WAR - WARRANTY			
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ANDREW U. GARIS			

WHITE = ACCOUNTING    CANARY = CUSTOMER    PINK = FILE    BLUE = WARRANTY

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item. 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 any liability in connection with the sale of this item. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials for any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

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

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: M47240	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HUGHESVILLE MD		HUGHESVILLE MD	
WORK: [REDACTED]	HOME: [REDACTED]	WORK: [REDACTED]	HOME: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0057	ADV: 275 VINCIGUER INVOICE: PRELIM MAR M C JV	VIN 1FMU73K04U	LICENSE NUMBER: MD
	INVOICED: 11/05/2004 10:48:38	04 FORD EXPLORER	XLT 4WD 4DR SPTUTY GREEN
ODOMETER IN: 2273	OUT: 2273		STOCK# 00094239
DATES BEGIN: 10/25/04	DONE: 11/05/04	DATES INSERVICE: 092004	PRODUCTION: 112603
			SOLD: 091804
CONCERN 52	CUST STATES VIBRATION, SOP DRIVE SHAFT	OPERATION	TECH HOURS AMOUNT
CORRECTION	ROTATIONAL NOISE/VIBRATION/HARSHNESS - DIAGNOSIS	1007D	658 .7 52.22
52-1	DRIVE SHAFT ASSEMBLY - REAR - REMOVE AND INSTALL OR REPLACE	4602A	658 .5 37.30
TECH NOTES	PERFORM DIAG, ADVISED BY HOT LINE TO INSTALL NEW DRIVE SHAFT P. AND R DRIVESHAFT, TEST DRIVE CONCERN STILL PRESENT, CALLED HOT LINE BACK, TOLD TO INSTALL ANOTHER DRIVE SHAFT, R AND R		
	SEE SP...		
PART #		SELL	
		8.94	183.94
SPD 3		45	423.65
FMC 1		257	259.27
FMC 3			
PARTS: COUNT	3	ALLOWANCE:	243.54
FACTORY		CERT#: 1658	
	LINE AUTH: JV 110504 10:41		
	LINE AUTH: JV 110504 10:42		
		Subtotal	
		PARTS	682.92
		SUBLET REPAIRS	183.94
		LAB-MECHANICAL	89.52
		TOTAL CHARGE FOR CONCERN	956.38
TYPE: W		OPERATION	TECH HOURS AMOUNT
CONCERN 53	CUST STATES LEFT REAR WINDOW INOP	WINDOW	658 .0 .00
CORRECTION	UNABLE TO DUPLICATE AT THIS TIME		
FACTORY		CERT#: 1658	
TYPE: W		Subtotal	
		TOTAL CHARGE FOR CONCERN	.00

ON LINE SERVICE INVOCING BY 1658 THIS FORM PRINTED ON PREMIUM CARBONLESS RECYCLEABLE PAPER

WHITE = ACCOUNTING    CAN    BLUE = WARRANTY

© 1978 FORD MOTOR COMPANY TO ORDER FORMS OR SUPPLIES CALL 1-800-4-A-FORD EXT. 6314

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.naf-forum.com](http://www.naf-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue, or any other legal remedy concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Motor Vehicle Warranty Act.

CUSTOMER SIGNATURE

[Redacted Signature]

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C47240	
[Redacted]		[Redacted]	
HUGHESVILLE	MD	HUGHESVILLE	MD
WORK: [Redacted]	HOME: [Redacted]	WORK: [Redacted]	HOME: [Redacted]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0057	ADV: 275 VINCIGUER	INVOICE: PRELIM CUS W C	JV
INVOICED: 11/05/2004 10:48:38		VIN 1FMZU73K04L	LICENSE NUMBER: MD
ODDMETER IN: 2273	OUT: 2273	04 FORD	EXPLORER XLT 4WD 4DR SPTUTY GREEN
DIST: 1FA		STOCK# 00004239	
CONCERN 51 CUST STATES CUTS OFF WHEN STARTING, INTERMITTENTLY		OPERATION	TECH
CORRECTION UNABLE TO DUPLICATE AT THIS TIME		USE SPD 04286007	STARTING 658
FACTORY		AMOUNT .00	
CERT#: 1658		SUBTOTAL	
TYPE: C		TOTAL CHARGE	CONCERN .00
GRAND TOTALS		TOTAL CHARGE	

SUMMARY OF CHARGES  
 TOTAL CHARGE

# PRINCE FREDERICK



ATTENTION: THE FORD WARRANTY  
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE JOHN VINCIGUERRA

*11/5  
 text message  
 completed 11:00 AM  
 Cell Home*

*NOV 6 04 picked sat morning  
 7:30 called 1:30 still shaky*

*NK*

PAGE 1  
 LAST PAGE

WHITE = ACCOUNTING    CANARY = CUSTOMER    PINK = FILE    BLUE = WARRANTY

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

**STATEMENT OF DISCLAIMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials of any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.narbitration.com](http://www.narbitration.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, retention, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

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

INVOICE TO _____		DRIVER/OWNER INFORMATION -- INVOICE: #47240	
FOR OFFICE USE _____		VEHICLE INFORMATION _____	
TAG: 0057 ADV: 275 VIN: 1GUCGUE INVOICED: 11/05/2004 10:48:38 JV 04 EXPLORER GREEN LICENSE NUMBER: MD _____			
CONCERN 54: REPLACE 2 TIRES OUT OF ROUND, PER ROAD FORCE BALANCER		OPERATION	TECH HOURS
CORRECTION TIRE AND WHEEL - BALANCE		1007D3BT	999 .6
PART NUMBER	PO#	NOTE	DESCRIPTION
FMC 9004 79176			TYRE
PARTS: COUNT		ALLOWANCE:	95.20
FACTORY		CERT#: 6120	
TYPE: M		SUBTOTAL	
		PARTS	333.18
		LAB-MECHANICAL	44.76
		TOTAL CHARGE FOR CONCERN	377.94
CONCERN 55: SERVICE PART WARRANTY FOR DRIVE SHAFT		OPERATION	TECH HOURS
CORRECTION DRIVE SHAFT		50	81 .5
PART NUMBER	PO#	NOTE	DESCRIPTION
SPD 3			SELL
PARTS: COUNT			5.87
FACTORY			355.87
TYPE: M		SUBTOTAL	
		PARTS	355.87
		LAB-MECHANICAL	37.30
		TOTAL CHARGE FOR CONCERN	393.17
GRAND TOTALS		PAYMENT DISTRIBUTION FOR INVOICE #47240	
SUMMARY OF CHARGES FOR INVOICE #47240		TOTAL CHARGE	
PARTS	1370.97	1727.49	
SUBLET REPAIRS	183.94		
LAB-MECHANICAL	171.58	FACTORY WARRANTY	
TOTAL CHARGE	1727.49	1727.49	
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
CJS - CUSTOMERPAY			
IF YOU HAVE ANY QUESTIONS - PLEASE SEE JOHN VINCIGUERRA			

WHITE = ACCOUNTING    CANARY = CUSTOMER    PINK = FILE    BLUE = WARRANTY

# PRINCE FREDERICK

10 SOLOMONS ISLAND ROAD  
 PRINCE FREDERICK, MD 20678  
 (410) 535-0900

VISIT OUR WEBSITE @ [www.princefrederickford.com](http://www.princefrederickford.com)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com) or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

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

THE FORM PRINTED ON PREMIUM CARBONLESS, RECYCLABLE PAPER

© 1978 [FORD]

----- INVOICE TO -----		----- DRIVER/OWNER INFORMATION -- INVOICE: C47240 -----	
[REDACTED]		[REDACTED]	
HUGHESVILLE	MD	HUGHESVILLE	MD
WORK: [REDACTED]	HOME: [REDACTED]	WORK: [REDACTED]	HOME: [REDACTED]
----- FOR OFFICE USE -----		----- VEHICLE INFORMATION -----	
TAG: 0057	ADV: 275	VIN 1FMZU73K04U [REDACTED]	LICENSE NUMBER: MD [REDACTED]
INVOICED: 11/24/2004 10:53:24		04 FORD	EXPLORER XLT 4WD 4DR SPTUTY GREEN
ODOMETER IN: 2273	OUT: 2273	STOCK# 00004239	
----- *** QUOTE AFTER FINAL BILL *** -----			
CONCERN 51	CUST STATES CUTS OFF WHEN STARTING, INTERMITTENTLY	OPERATION	TECH
		USE SPD 04286007	STARTING
			658
			AMOUNT
			.00
CORRECTION	UNABLE TO DUPLICATE AT THIS TIME		
FACTORY			
	CERT#: 1658		
		----- SUBTOTAL -----	
TYPE: C		TOTAL CHARGE FOR CONCERN	.00
		----- GRAND TOTALS -----	
SUMMARY OF CHARGES		PRINCE FREDERICK DISTRIBUTION	INVOICE C47240
TOTAL CHARGE			.00
			.00
IF YOU HAVE ANY QUESTIONS, PLEASE CALL VINCIQUERRA			
REPRINTED 1 TIMES			



ON LINE SERVICE INVOCING BY [UGS]

TO REORDER FORMS OR SUPPLIES CALL 1-800-999-8343 EXT. 8214

WHITE - ACCOUNTING    CANARY - CUSTOMER    PINK - FILE    BLUE - WARRANTY

*Buyer name below  
of write address*

# TRICK TRUCKS

SALESMAN **GARY**

Retail Sale

SOLD TO: 6459277

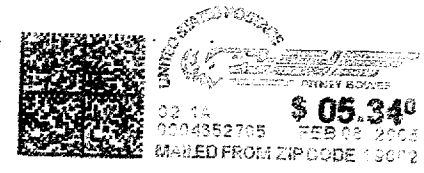
(301) 645-9277  
CASH CUSTOMER  
2588 OLD WASHINGTON RD  
WALDORF MD 20601

NUMBER 1010385  
DATE 10/06/04  
TIME 10:09  
P.O.  
TERMS  
Store No: 01  
Page 1 of 1

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	TAX	TOTAL
Special Order created on 10/05/04						
1	V15 20015	VALVE COVER	119.90	119.90	69.95	189.85
1	L32 18094	LUND	69.00	69.00	69.00	138.00
1	SHO 3.00	SHOPSUPPLIES	3.00	3.00	3.00	6.00
Invoiced from Special Order # 6459277						
Total Parts			137.00	Total Labor		30.00
*** Types of Non-Cash Payment ***						
Check # 447					173.70	
Thank you for your purchase at Trick Trucks 301-645-9277			04 FORD EXPLORER GRIFFTH		SUB TOTAL 187.00	
			5.00 % TAX ON		184.00 6.70	
			TOTAL >		190.70	
			Non-Cash Tendered		173.70	

SEE BACK FOR RETURN, STORE AND CUSTOMER POLICIES.

"WE APPRECIATE YOUR BUSINESS"



# First Class Mail

Kimmel & Silverman, P.C.  
30 East Butler Pike  
Ambler, PA 19002

TO: FORD MOTOR COMPANY  
C/O CT CORPORATION  
300 E. LOMBARD STREET  
BALTIMORE, MD 21202



**Customer Info**

<b>Customer:</b>	[REDACTED]	<b>Primary Phone:</b>	[REDACTED]	<b>Secondary Phone:</b>	[REDACTED]
<b>Address:</b>	[REDACTED]	HUGHESVILLE		MD	[REDACTED]
<b>Country:</b>	USA	<b>Language:</b>	EN		
<b>Cell Phone:</b>		<b>Pager:</b>			
<b>Preferred Contact method:</b>		<b>Fax:</b>			
<b>Preferred Contact Time:</b>		<b>Email:</b>			



**Vehicle List**

<b>VIN</b>	<b>Year Model</b>	<b>Sales Type</b>	<b>Owner Status</b>	<b>Vehicle Info</b>
1FMZU73K04U	2004 EXPLORER No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History
1FTCR14T2JPA	1988 RANGER No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Subsequent Owner	No Oasis No Warranty History

ESP / Recall Information

VIN: 1FMZU73K04U [REDACTED]

No ESP Information for this VIN

-----Recall Information-----

-----Field Service Action-----

Number	Type	Description	Status	Status Date	Dealer Code
04B22	CUSTOMER SAT/OWNER NOTIF PGM	5R55S/E & 5R44E TRANSMISSION FLUID ADDITIVE	OPEN - LAUNCHED		

Dealer Information

<b>FCSD Region</b>	<b>Sales Region</b>	<b>Sales Zone</b>	<b>Market</b>	<b>P&amp;A Code</b>	<b>Sales Code</b>
27-WASHINGTON	27-WASHINGTON	B	B1	03997	F27422

---

**Dealer Name:** PRINCE FREDERICK FORD,  
INC.  
**Dealer Address:** ROUTES 4 AND 231  
PRINCE FREDERICK MD 20678  
**Dealer Main Phone:** 410-535-0900 **Dealer Service Phone:** 410-535-0900

---

Position	Employee Name
GENERAL MANAGER	ROBERT R BADMAN
PARTS MANAGER	STEVE LANGLEY
SALES MANAGER	ROBERT S ROSS Sr
SALES MANAGER	Frederick A Weeks
SERVICE MANAGER	RICHARD HENDRIX

**Service Hours** 8AM - 5PM. MON-FRI.

**Directions**

**Trained** Y

**Additional Information** TOWING: 301-586-3544 AFTER 7PM & WEEKENDS SUPER SEAL

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
12/9/2004 CLOSED	[REDACTED] WARRANTY - VEHICLE REPLACEMENT REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
12/9/2004 CLOSED	[REDACTED] DSB - APPLICATION REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
12/9/2004 CLOSED	[REDACTED] WARRANTY - VEHICLE REPLACEMENT REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
11/15/2004 CLOSED	[REDACTED] DSB - APPLICATION REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
11/15/2004 CLOSED	[REDACTED] DSB - APPLICATION REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
11/15/2004 CLOSED	[REDACTED] DSB - APPLICATION REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
11/8/2004 CANCEL	[REDACTED] WARRANTY - VEHICLE REPLACEMENT REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04
11/8/2004 CANCEL	[REDACTED] WARRANTY - VEHICLE REPLACEMENT REQUEST	1FMZU73K04U [REDACTED] 1346173074	2004 EXPLORER	04

All Action Details for Issue

Print

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: VIBRATION CRUISE OVER 50 MPH OR OVER 80 KMPH Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/05/2004

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: PAUL REHANA Analyst: PREHANA  
Action Date: 11/02/2004 Action Time: 09.36.56.634 Action Data: No

Comments CUSTOMER SAID: - VEH HAS HAD REPEATED PROBLEM- VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF- VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH- CUST HAS HAD A LOANER FOR SEVEN DAYS NOW BUT VEH PROVIDED DOES NOT COMPARE TO AN SUV LIKE SHE PURCHASED- CUST DOESN'T FEEL VEH WILL BE SATISFACTORY TO HER - DLRSHIP HAS REPLACED MAJOR COMPONENTS OF VEH AND ISSUE STILL OCCURRING- CUST SEEKING VEH BE BOUGHT BACKDEALER SAID: PRINCE FREDERICK FORD, INC. ROUTES 4 AND 231PRINCE FREDERICK, MD 20678TEL: (301) 855-1739CRC 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: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/05/2004 Action Time: 12.08.19.841 Action Data: No

Comments PER RICH H. (SM), UNABLE TO DUPLICATE ROUGH IDLE AND GEAR SHIFT MOVING BY ITSELF. SM STATED DEALER COMPLETED THE FOLLOWING RE. VIBRATION AT 50-55 MPH: BALANCED TIRES WHICH REDUCED VIBRATION; REPLACED DRIVE SHAFT; PER HOTLINE ROAD FORCED TIRES AND TO LEFT TIRES WERE 12 OR UNDER SO DEALER REPLACED THOSE TWO TIRES; PER HOTLINE DLR WILL RE-REPLACED DRIVESHAFT ON 11-4-04. PER CUSTOMER AS OF 11/03/04, HER VEHICLE IS VIBRATING JUST AS BAD AS WHEN SHE FIRST BROUGHT IT TO DEALER. C/S VIBRATION IS AT 58 MPH; SHE HAS LOST CONFIDENCE IN THE VEHICLE. ZM ADVISED SM TO F/UP WITH ZM ONCE DRIVESHAFT IS REPLACED ON 11-4-05.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 12/09/2004 Action Time: 14.41.25.341 Action Data: No

Comments FSE WORKED WITH DEALER TO ADDRESS CUSTOMER'S CONCERN. ALL TIRES AND RIMS WERE REPLACED ON 11/08/04.

All Action Details for Issue

[Print](#)

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: A/T ENGAGEMENT SHIFT LVR/LINK. Primary Phone: [REDACTED]  
Reason Desc: DSB - APPLICATION REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/05/2004

Action: ADVISE CUSTOMER OBC TO DLR WILL BE MADE; DSB APP IS BEING SENT  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SINGH SABRIAN Analyst: SSING144  
Action Date: 11/09/2004 Action Time: 10.11.46.846 Action Data: No

Comments CUSTOMER SAID: - CUST NO LONGER WANTS TO DEAL WITH THE REPAIRS ON HER VEH / STATES VEH HAS BEEN REPAIRED FOR SAME PROBLEM 4 TIMES / STATES VEH IS DEEMED UNSAFE / VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF / VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH / SEEKING DSB APPLICATION, WANTS FORD TO BUYBACK VEHDEALER SAID: PRINCE FREDERICK FORD, INC ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 / SVC DEPARTMENT HAS DONE AN INCREDIBLE JOB THOUGH, GAVE HER A LOANER - WORKING WITH RICK AND JOHNNYCRC ADVISED: I AM INITIATING THE MAILING OF A DSB APPLICATION TO YOU IN CASE YOU DECIDE TO INITIATE THAT PROCESS. I AM ALSO FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THAT THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. I AM ALSO SENDING YOUR INFORMATION TO THE FORD REGIONAL REPRESENTATIVE SO THAT THEY MAY REVIEW THE SITUATION TO DETERMINE IF THEY CAN FACILITATE THIS MATTER WITH YOUR DEALERSHIP. YOUR SERVICE MANAGER WILL BE YOUR BEST CONTACT IN REGARDS TO RESOLVING THIS ISSUE. ADDITIONAL INFORMATION ON THE DSB PROCESS CAN BE FOUND IN THE CUSTOMER ASSISTANCE SECTION OF YOUR OWNER'S MANUAL.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 12/09/2004 Action Time: 14.40.25.820 Action Data: No

Comments FSE WORKED WITH DEALER TO ADDRESS CUSTOMER'S CONCERN. ALL TIRES AND RIMS WERE REPLACED ON 11/08/04.

All Action Details for Issue

[Print](#)

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: VIBRATION ACCELERATION OVER 50 MPH OR OVER 80 KMPH Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/15/2004

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: LAWRENCE CAMILLE Analyst: CLAWRE12  
Action Date: 11/12/2004 Action Time: 14.23.47.386 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: = VEH IS CURRENTLY AT PRINCE FREDERICK FORD AND THEY ARE ATTEMPTING TO GET IT REPAIRED = THEY'VE HAD 5 OPPORTUNITIES TO REPAIR THE VEH = DLRSHIP HAS BEEN VERY NICE ABOUT DOING WHAT THEY ARE TO DO = THEY HAVE DONE WHAT THE DLRSHIP ADVISED THEM TO DO = THE DLR WANTS US TO GO THROUGH ARBITRATION = MY WIFE AND I NO LONGER WANTS THIS VEH = WE WANT THE VEH BOUGHT BACK = WHAT'S FORD ABILITY TO GET US AWAY FROM THIS VEH INTO ANOTHER VEH = THERE IS A STRONG VIBRATION BETWEEN 55 - 60 MPH DEALER SAID: PRINCE FREDERICK FORD, INC. ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 = YOU NEED TO GO THROUGH ARBITRATION 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: SERVICE APPOINTMENT SCHEDULED  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: DEALER  
Odometer: 2000 MI Comm Type: VISIT  
Analyst Name: RICHARD HENDRIX Analyst: R-HENDR7  
Action Date: 11/15/2004 Action Time: 12.04.44.130 Action Data: No

Comments CUSTOMER TEST DROVE WITH SERVICE MANAGER AND WAS UNABLE TO DUPLICATE CONCERN, HAS MADE APPT TO DROP OFF SO THAT PERHAPS WE MAY BE ABLE TO REPRODUCE CONCERN

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: DEALER  
Odometer: 2000 MI Comm Type: VISIT  
Analyst Name: RICHARD HENDRIX Analyst: R-HENDR7  
Action Date: 11/15/2004 Action Time: 12.41.45.692 Action Data: No

Comments AFTER CONSTANT CONTACT WITH FSE ERNIE PACKER IN REFERENCE TO VIBRATION WAS INSTRUCTED TO REPLACE ALL TIRES AND RIMS WITH STOCK UNIT TIRES AND RIMS SEEMS TO HAVE RESOLVED ISSUE, CUSTOMER PICKED VEHICLE UP SAT 11.13.04 IS TO CONTACT SERVICE MANAGER AS TO SATISFACTION

**Action:** FORD COVERED REPAIR MADE - WARRANTY

**Dealer:** 03997 PRINCE FREDERICK FORD, INC.

**Origin Desc:** FIELD ORGANIZATION

**Odometer:** 2000 MI

**Comm Type:** OTHER

**Analyst Name:** SCOTT, CRYSTAL (C.M.)

**Analyst:** CSCOTT31

**Action Date:** 12/09/2004

**Action Time:** 14.37.27.695

**Action Data:** No

**Comments** FSE WORKED WITH DEALER TO ADDRESS CUSTOMER'S CONCERN. ALL TIRES AND RIMS WERE REPLACED ON 11/08/04.

---



All Action Details for Issue

Print

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DSB - APPLICATION REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/05/2004

Action: ADVISE CUSTOMER OBC TO DLR WILL BE MADE; DSB APP IS BEING SENT  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SINGH SABRIAN Analyst: SSING144  
Action Date: 11/09/2004 Action Time: 10.10.17.487 Action Data: No

Comments CUSTOMER SAID: - CUST NO LONGER WANTS TO DEAL WITH THE REPAIRS ON HER VEH / STATES VEH HAS BEEN REPAIRED FOR SAME PROBLEM 4 TIMES / STATES VEH IS DEEMED UNSAFE / VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF / VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH / SEEKING DSB APPLICATION, WANTS FORD TO BUYBACK VEH DEALER SAID: PRINCE FREDERICK FORD, INC ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 / SVC DEPARTMENT HAS DONE AN INCREDIBLE JOB THOUGH, GAVE HER A LOANER - WORKING WITH RICK AND JOHNNYCRC ADVISED: I AM INITIATING THE MAILING OF A DSB APPLICATION TO YOU IN CASE YOU DECIDE TO INITIATE THAT PROCESS. I AM ALSO FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THAT THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. I AM ALSO SENDING YOUR INFORMATION TO THE FORD REGIONAL REPRESENTATIVE SO THAT THEY MAY REVIEW THE SITUATION TO DETERMINE IF THEY CAN FACILITATE THIS MATTER WITH YOUR DEALERSHIP. YOUR SERVICE MANAGER WILL BE YOUR BEST CONTACT IN REGARDS TO RESOLVING THIS ISSUE. ADDITIONAL INFORMATION ON THE DSB PROCESS CAN BE FOUND IN THE CUSTOMER ASSISTANCE SECTION OF YOUR OWNER'S MANUAL.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/15/2004 Action Time: 07.20.20.497 Action Data: No

Comments ZM WILL UPDATE 1 OF 4 DUPLICATE REGION CASES.

All Action Details for Issue

Print

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DSB - APPLICATION REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/05/2004

Action: ADVISE CUSTOMER OBC TO DLR WILL BE MADE; DSB APP IS BEING SENT  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SINGH SABRIAN Analyst: SSING144  
Action Date: 11/09/2004 Action Time: 10.09.27.027 Action Data: No

Comments CUSTOMER SAID: - CUST NO LONGER WANTS TO DEAL WITH THE REPAIRS ON HER VEH / STATES VEH HAS BEEN REPAIRED FOR SAME PROBLEM 4 TIMES / STATES VEH IS DEEMED UNSAFE / VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF / VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH / SEEKING DSB APPLICATION, WANTS FORD TO BUYBACK VEHDEALER SAID: PRINCE FREDERICK FORD, INC ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 / SVC DEPARTMENT HAS DONE AN INCREDIBLE JOB THOUGH, GAVE HER A LOANER - WORKING WITH RICK AND JOHNNYCRC ADVISED: I AM INITIATING THE MAILING OF A DSB APPLICATION TO YOU IN CASE YOU DECIDE TO INITIATE THAT PROCESS. I AM ALSO FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THAT THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. I AM ALSO SENDING YOUR INFORMATION TO THE FORD REGIONAL REPRESENTATIVE SO THAT THEY MAY REVIEW THE SITUATION TO DETERMINE IF THEY CAN FACILITATE THIS MATTER WITH YOUR DEALERSHIP. YOUR SERVICE MANAGER WILL BE YOUR BEST CONTACT IN REGARDS TO RESOLVING THIS ISSUE. ADDITIONAL INFORMATION ON THE DSB PROCESS CAN BE FOUND IN THE CUSTOMER ASSISTANCE SECTION OF YOUR OWNER'S MANUAL.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/15/2004 Action Time: 07.19.46.505 Action Data: No

Comments ZM WILL UPDATE 1 OF 4 DUPLICATE REGION CASES.

All Action Details for Issue

[Print](#)

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: STRG/HANDLING VIB./SHIMMY ACCELERATION/DECEL Primary Phone: [REDACTED]  
Reason Desc: DSB - APPLICATION REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 11/05/2004

Action: ADVISE CUSTOMER OBC TO DLR WILL BE MADE; DSB APP IS BEING SENT  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SINGH SABRIAN Analyst: SSING144  
Action Date: 11/09/2004 Action Time: 10.08.48.900 Action Data: No

Comments CUSTOMER SAID: - CUST NO LONGER WANTS TO DEAL WITH THE REPAIRS ON HER VEH / STATES VEH HAS BEEN REPAIRED FOR SAME PROBLEM 4 TIMES / STATES VEH IS DEEMED UNSAFE / VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF / VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH / SEEKING DSB APPLICATION, WANTS FORD TO BUYBACK VEHDEALER SAID: PRINCE FREDERICK FORD, INC ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 / SVC DEPARTMENT HAS DONE AN INCREDIBLE JOB THOUGH, GAVE HER A LOANER - WORKING WITH RICK AND JOHNNYCRC ADVISED: I AM INITIATING THE MAILING OF A DSB APPLICATION TO YOU IN CASE YOU DECIDE TO INITIATE THAT PROCESS. I AM ALSO FORWARDING A COPY OF YOUR COMMENTS TO YOUR DEALERSHIP SO THAT THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. I AM ALSO SENDING YOUR INFORMATION TO THE FORD REGIONAL REPRESENTATIVE SO THAT THEY MAY REVIEW THE SITUATION TO DETERMINE IF THEY CAN FACILITATE THIS MATTER WITH YOUR DEALERSHIP. YOUR SERVICE MANAGER WILL BE YOUR BEST CONTACT IN REGARDS TO RESOLVING THIS ISSUE. ADDITIONAL INFORMATION ON THE DSB PROCESS CAN BE FOUND IN THE CUSTOMER ASSISTANCE SECTION OF YOUR OWNER'S MANUAL.

Action: FORD COVERED REPAIR MADE - WARRANTY  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2200 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/15/2004 Action Time: 07.19.15.811 Action Data: No

Comments ZM WILL UPDATE 1 OF 4 DUPLICATE REGION CASES.

All Action Details for Issue

[Print](#)

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: A/T ENGAGE SHIFT LVR/LINK. IMPROPER ADJUST Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CANCEL  
Initial Customer Contact: 11/03/2004

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: PAUL REHANA Analyst: PREHANA  
Action Date: 11/02/2004 Action Time: 09.40.57.967 Action Data: No

Comments CUSTOMER SAID: - VEH HAS HAD REPEATED PROBLEM- VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF- VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH- CUST HAS HAD A LOANER FOR SEVEN DAYS NOW BUT VEH PROVIDED DOES NOT COMPARE TO AN SUV LIKE SHE PURCHASED- CUST DOESN'T FEEL VEH WILL BE SATISFACTORY TO HER - DLRSHIP HAS REPLACED MAJOR COMPONENTS OF VEH AND ISSUE STILL OCCURRING- CUST SEEKING VEH BE BOUGHT BACKDEALER SAID: PRINCE FREDERICK FORD, INC. ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 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: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/05/2004 Action Time: 12.06.15.308 Action Data: No

Comments PER RICH H. (SM), UNABLE TO DUPLICATE ROUGH IDLE AND GEAR SHIFT MOVING BY ITSELF. SM STATED DEALER COMPLETED THE FOLLOWING RE. VIBRATION AT 50-55 MPH: BALANCED TIRES WHICH REDUCED VIBRATION; REPLACED DRIVE SHAFT; PER HOTLINE ROAD FORCED TIRES AND TO LEFT TIRES WERE 12 OR UNDER SO DEALER REPLACED THOSE TWO TIRES; PER HOTLINE DLR WILL RE-REPLACED DRIVESHAFT ON 11-4-04. PER CUSTOMER AS OF 11/03/04, HER VEHICLE IS VIBRATING JUST AS BAD AS WHEN SHE FIRST BROUGHT IT TO DEALER. C/S VIBRATION IS AT 58 MPH; SHE HAS LOST CONFIDENCE IN THE VEHICLE. ZM ADVISED SM TO F/UP WITH ZM ONCE DRIVESHAFT IS REPLACED ON 11-4-05.

Action: CANCEL ISSUE  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2000 MI Comm Type: OTHER  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/08/2004 Action Time: 08.17.17.756 Action Data: No

Comments AT THIS TIME, ZM WILL CONTINUE TO UPDATE ONE OF THE THREE DUPLICATE CONTACTS OPENED FOR THIS CASE

All Action Details for Issue

[Print](#)

VIN: 1FMZU73K04U [REDACTED] Year: 2004 Model: EXPLORER Case: 1346173074  
Name: [REDACTED] Owner Status: Original WSD: 2004-09-18  
Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CANCEL  
Initial Customer Contact: 11/03/2004

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: PAUL REHANA Analyst: PREHANA  
Action Date: 11/02/2004 Action Time: 09.37.35.136 Action Data: No

Comments CUSTOMER SAID: - VEH HAS HAD REPEATED PROBLEM- VEH IDLING ROUGH, AND GEAR SHIFTER MOVED BY ITSELF- VEH HAS HAD A VIBRATION WHILE DRIVING BETWEEN 55-60 MPH- CUST HAS HAD A LOANER FOR SEVEN DAYS NOW BUT VEH PROVIDED DOES NOT COMPARE TO AN SUV LIKE SHE PURCHASED- CUST DOESN'T FEEL VEH WILL BE SATISFACTORY TO HER - DLRSHIP HAS REPLACED MAJOR COMPONENTS OF VEH AND ISSUE STILL OCCURRING- CUST SEEKING VEH BE BOUGHT BACKDEALER SAID: PRINCE FREDERICK FORD, INC. ROUTES 4 AND 231 PRINCE FREDERICK, MD 20678 TEL: (301) 855-1739 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: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2000 MI Comm Type: PHONE  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/05/2004 Action Time: 12.07.13.080 Action Data: No

Comments PER RICH H. (SM), UNABLE TO DUPLICATE ROUGH IDLE AND GEAR SHIFT MOVING BY ITSELF. SM STATED DEALER COMPLETED THE FOLLOWING RE. VIBRATION AT 50-55 MPH: BALANCED TIRES WHICH REDUCED VIBRATION; REPLACED DRIVE SHAFT; PER HOTLINE ROAD FORCED TIRES AND TO LEFT TIRES WERE 12 OR UNDER SO DEALER REPLACED THOSE TWO TIRES; PER HOTLINE DLR WILL RE-REPLACED DRIVESHAFT ON 11-4-04. PER CUSTOMER AS OF 11/03/04, HER VEHICLE IS VIBRATING JUST AS BAD AS WHEN SHE FIRST BROUGHT IT TO DEALER. C/S VIBRATION IS AT 58 MPH; SHE HAS LOST CONFIDENCE IN THE VEHICLE. ZM ADVISED SM TO F/UP WITH ZM ONCE DRIVESHAFT IS REPLACED ON 11-4-05.

Action: CANCEL ISSUE  
Dealer: 03997 PRINCE FREDERICK FORD, INC. Origin Desc: FIELD ORGANIZATION  
Odometer: 2000 MI Comm Type: OTHER  
Analyst Name: SCOTT, CRYSTAL (C.M.) Analyst: CSCOTT31  
Action Date: 11/08/2004 Action Time: 08.16.44.400 Action Data: No

Comments AT THIS TIME, ZM WILL CONTINUE TO UPDATE ONE OF THE THREE DUPLICATE CONTACTS OPENED FOR THIS CASE

Server Name : AWS Production

# Vehicle Information Report

## GENERAL VEHICLE INFORMATION:

## (Related Claims)

VIN: 1FMZU73K04U [REDACTED] Veh Line: T/US - EXPLORER/MOUNTAINEER [01-05] Body Shell: \*  
Model Year: 2004 Market Derived: T/F - FORD DIVISION DERIVATIVE Navis Eng Serial No: 033143919462  
Veh Type: T Drive Code: T/E - 4 WHL L/H PART TIME DRIVE Engine: T/NE - COLOGNE 4.0L SOHC EFI NA V6 G  
Inv. Dealer: 03997 Body Cab Style: - 4 DOOR WAGON Transmission: T/TL - 5 SPD AUTO TRANS NAAO 5R55S  
Vehicle Status Code: 800 Version/Series: T/EF - FORD SERIES

### Trace Eng Serial No:

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

E1W21 0910033143919462

### Trace Trans Serial No:

A6G12 180903416734

## BUILD INFORMATION:

Region: NA - ##### Plant: AN - LOUISVILLE PLANT BUILD  
Country: \* - ##### Prod Date: 26-NOV-2003

## SALE INFORMATION:

Region: NA - ##### Selling Dealer: 127422 - \*  
Country: USA - ##### Selling Dlr St/Prov: MD  
Buyer St/Prov: MD  
Arrival Date: 03-DEC-2003 Red Carpet Lease: \*  
Sale Date: 18-SEP-2004 Fleet/Retail/Co. Lease: R  
Warranty Start Date: 18-SEP-2004 Modified Vehicle: \* Vehicle Count Flag:  
Orig Warranty Date: 18-SEP-2004 Reacquired Vehicle: \* Vehicle Export Flag: N

## VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0  
U734UA8004111437 6 M 2 23KW013 LF EN V45 53 DK A 2Z 1FR B 27B422 4 P5 TTP K1  
FM20 3 C 220A 9KVM 1

### **INSTALLED OPTION INFORMATION:**

<b>Air Conditioning:</b>	T/B - MANUAL AIR CONDITIONER	<b>GVW Code:</b>	
<b>Alternator Amp Rating:</b>	BK	<b>GVW Class Code:</b>	Z
<b>Audio Disk:</b>	* - [N/A]	<b>Instrumentation:</b>	* - [N/A]
<b>Axle Ratio:</b>	EGAHD - 3.55 FINAL DRIVE RATIO	<b>Mirror(Driver Side):</b>	CM - DRIVER POWER MIRR - UNDERLIT
<b>Axle Type:</b>	EGJAB - NON-LIMITED SLIP REAR AXLE	<b>Mirror(Psngr Side):</b>	CM - PASSENGER POWER MIRR -UNDERLIT
<b>Battery Amp Rating:</b>	MK	<b>Paint:</b>	PNSHY - ASPEN GREEN METALLIC C/C
<b>Brake Code:</b>	* - [N/A]	<b>Power Antenna:</b>	AB - FIXED RADIO ANTENNA-BRIGHT
<b>Brake Code(Service):</b>	* - [N/A]	<b>Radio:</b>	AZ - ELETR AM/FM STRO/DISC/CLK
<b>Calibration Code:</b>	4U51AF0A	<b>Sound System:</b>	AA - LESS UPGRADED SOUND SYSTEM
<b>Color(Accent):</b>	* - [N/A]	<b>Suspn Tandem Axle:</b>	
<b>Color(Trim):</b>	000HH -	<b>Tire Manufacturer:</b>	AJ - Michelin
<b>Delivery Type:</b>	0	<b>Tire Brand:</b>	7PDH8X - Cross Terrain 104S
<b>Driveshaft Code:</b>	D	<b>Tire Size:</b>	D3JUU - P235/70R-16 OWL A-S
<b>Front Seat:</b>	T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	<b>Traction Control:</b>	AA - LESS ANTI-SPIN TRACTION BRAKES
<b>Fuel Type:</b>	AK - FLEX FUEL ETHANOL	<b>Wheel Base:</b>	

---

### **TIRE DOT INFORMATION:**

LF: B37PDH8X4303 RF: B37PDH8X4303  
LR: B37PDH8X4303 RR: B37PDH8X4403  
LI: \* RI: \*

SPARE: B37PDH8X4403 DOT Plant Manufacturer: B3 - MICHELIN NORTH AMERICA (CANADA) ; INC. ; BRIDGEWATER ; NOVA SCOTIA

---

### **ESP INFORMATION: EMISSIONS INFORMATION:**

<b>ESP Code:</b>	* Emission Code:	T/B - T/B
<b>ESP Coverage(Miles):</b>	* Emission Cert Type:	5
<b>ESP Coverage(Time):</b>	* Emission Decal Suffix:	LVY
<b>ESP Plan Year:</b>	* Engine Family:	4FMXT0402K6
<b>ESP Signature Date:</b>		

---

Any comments? You can contact



webmaster

# STANDARD CLAIMS LIST

## AWS Online Report

Run Date: 15-FEB-2005

Note: All Costs are in US Dollars Server Name: AWS Production

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FMZU73K04U [REDACTED]	U2	T/U5	T/F	T/WD	T/EF	T/E	AN	T/TL	T/NE	26-11-03	18-09-04	127422	USA	1	*	5K01	*	1007	*	S10	V21	N27	14
<b>AWS Claim Key:</b>	1974149	<b>Doc #:</b>	04650052	<b>Trx Code:</b>			1	<b>Labor Hrs:</b>	1.9	<b>Labor Cost:</b>		141.74	<b>Material Cost:</b>	0	<b>Total Cost:</b>					141.74			
<b>Dir Cd-Sub Cd:</b>	03997-*	<b>Name:</b>	PRINCE FREDERICK FORD, INC.				<b>Ph:</b>	301-8551739	<b>St:</b>	MD	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	22-SEP-2004				<b>DIST(Mile):</b>	248		
<b>Cust Comments:</b>	CUST STATES VIBRATION IN VEHICLE 60 MPH																						
<b>Tech Comments:</b>	ROTATIONAL NOISE VIBRATION HARSHNESS DIAGNOSIS																						

1FMZU73K04U [REDACTED]	U2	T/U5	T/F	T/WD	T/EF	T/E	AN	T/TL	T/NE	26-11-03	18-09-04	127422	USA	1	*	2G05	*	RECALEM	*	S11	V42	D21	69
<b>AWS Claim Key:</b>	2332826	<b>Doc #:</b>	04694752	<b>Trx Code:</b>			S07	<b>Labor Hrs:</b>	.7	<b>Labor Cost:</b>		52.22	<b>Material Cost:</b>	0	<b>Total Cost:</b>					52.22			
<b>Dir Cd-Sub Cd:</b>	03997-*	<b>Name:</b>	PRINCE FREDERICK FORD, INC.				<b>Ph:</b>	301-8551739	<b>St:</b>	MD	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	12-OCT-2004				<b>DIST(Mile):</b>	1623		
<b>Cust Comments:</b>	CUST STATES ENGINE STARTS AND STALLS INTERMITTENTLY, HAPPENS HOT OR COLD AND MOST TIMES WHEN START																						
<b>Tech Comments:</b>	EEC (QUICK TEST) DIAGNOSIS																						

1FMZU73K04U [REDACTED]	U2	T/U5	T/F	T/WD	T/EF	T/E	AN	T/TL	T/NE	26-11-03	18-09-04	127422	USA	2	*	5C02	3CSZ	4602	AA	S10	V21	N27	69
<b>AWS Claim Key:</b>	2499021	<b>Doc #:</b>	04724052	<b>Trx Code:</b>			1	<b>Labor Hrs:</b>	1.2	<b>Labor Cost:</b>		273.46	<b>Material Cost:</b>	615.14	<b>Total Cost:</b>					888.6			
<b>Dir Cd-Sub Cd:</b>	03997-*	<b>Name:</b>	PRINCE FREDERICK FORD, INC.				<b>Ph:</b>	301-8551739	<b>St:</b>	MD	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	25-OCT-2004				<b>DIST(Mile):</b>	2273		
<b>Cust Comments:</b>	CUST STATES VIBRATION, SOP DRIVE SHAFT																						
<b>Tech Comments:</b>	PERFORM DIAG, ADVISED BY HOT LINE TO INSTALL NEW DRIVE SHAFT R AND R DRIVESHAFT, TEST DRIVE CONCERN STILL PRESENT, CALLED HOT LINE BACK, TOLD TO INSTALL ANOTHER DRIVE SHAFT, R AND R SEE SPW LINE, CONCERN NOT PRESENT AT THIS TIME																						

1FMZU73K04U [REDACTED]	U2	T/U5	T/F	T/WD	T/EF	T/E	AN	T/TL	T/NE	26-11-03	18-09-04	127422	USA	2	*	5K06	*	TWC01	*	S10	V88	TB3	42
<b>AWS Claim Key:</b>	2624323	<b>Doc #:</b>	04724054	<b>Trx Code:</b>			1	<b>Labor Hrs:</b>	.6	<b>Labor Cost:</b>		44.76	<b>Material Cost:</b>	297.48	<b>Total Cost:</b>					342.24			
<b>Dir Cd-Sub Cd:</b>	03997-*	<b>Name:</b>	PRINCE FREDERICK FORD, INC.				<b>Ph:</b>	301-8551739	<b>St:</b>	MD	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	25-OCT-2004				<b>DIST(Mile):</b>	2273		
<b>Cust Comments:</b>	REPLACE 2 TIRES OUT OF ROUND, PER ROAD FORCE BALANCER																						
<b>Tech Comments:</b>	TIRE AND WHEEL BALANCE																						



1FMZU73K04U [REDACTED] U2 T/U5 T/F T/WD T/EF T/E AN T/TL T/NE 26-11-03 18-09-04 127422 USA 2 \* 5C02 3CSZ 4602 AA S11 V44 L88 01  
**AWS Claim Key:** 2530326 **Doc #:** 04724055 **Trx Code:** E93 **Labor Hrs:** .5 **Labor Cost:** 37.3 **Material Cost:** 355.87 **Total Cost:** 393.17  
**Dir Cd-Sub Cd:** 03997-\* **Name:** PRINCE FREDERICK FORD, INC. **Ph:** 301-8551739 **St:** MD **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 25-OCT-2004 **DIST(Mile):** 2273  
**Cust Comments:** SERVICE PART WARRANTY FOR DRIVE SHAFT  
**Tech Comments:** DRIVE SHAFT ASSEMBLY REAR REMOVE AND INSTALL OR REPLACE

1FMZU73K04UA80041 U2 T/U5 T/F T/WD T/EF T/E AN T/TL T/NE 26-11-03 18-09-04 127422 USA 2 \* 5K01 \* 1007 \* S10 V89 N25 69  
**AWS Claim Key:** 2593712 **Doc #:** 04760751 **Trx Code:** 1 **Labor Hrs:** .9 **Labor Cost:** 67.14 **Material Cost:** 0 **Total Cost:** 67.14  
**Dir Cd-Sub Cd:** 03997-\* **Name:** PRINCE FREDERICK FORD, INC. **Ph:** 301-8551739 **St:** MD **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 08-NOV-2004 **DIST(Mile):** 2626  
**Cust Comments:** CUST STATES VIBRATION AT HIGHWAY SPEEDS  
**Tech Comments:** AS PER INSTRUCTION OF FSE ERNIE PACKER, DISCONNECT REAR DRIVE SHAFT IN ATTEMPT TO ISOLATE VIBRATION, TEST DRIVE VIBRATION STILL THERE, REINSTALL REAR SHAFT AND REMOVE FT DRIVE SHAFT AND TEST DRIVE, VIBRATION IS STILL THERE, REMOVE ALL TIRES AND AND REPLACE WITH STOCK UNIT TIRES AND RIMS TEST DRIVE VIBRATION IS CORRECTED RELEASED VEHICLE SAT 11.13.04, CUSTOMER HAS REQUESTED DSB PAPERWORK

Any comments? You can contact



webmaster

DEALER

27B 422 | VIN 1FMZU73K04U

SUGGESTED RETAIL PRICE      AMOUNT

U73M EXPL XLT 4X4 4WD 4DR/114 31400'00 28451'00  
 2004 MODEL YEAR  
 P5 ASPEN GREEN CLEARCOAT  
 TP MED PARCHMENT CLTH SPT BKTS

INCLUDED ON THIS VEHICLE  
 .ORDER CODE 220A-XLT V6  
 .AIR CONDITIONING - CFC FREE

OPTIONAL EQUIPMENT  
 99K .4.0L SOHC V6 FLEX FUEL ENG NC NC  
 44V .5-SPEED AUTOMATIC O/D TRANS NC NC  
 T53 .P235/70R16 A/S OWL TIRES NC NC  
 X45 3.55 RATIO REGULAR AXLE  
 153 FRONT LICENSE PLATE BRACKET NC NC  
 186 RUNNING BOARDS 450'00 383'00  
 68B ROOF RAIL CROSS BARS 60'00 51'00  
 87T 3RD ROW SEAT PACKAGE 745'00 633'00  
 TOTAL VEHICLE & OPTIONS 32655'00 29518'00  
 DESTINATION & DELIVERY 645'00 645'00  
 SCHEDULE A (MEMO) .00

TOTAL FOR VEHICLE 33300'00

23 U.S. GAL FUEL CHARGE 43'47  
 PRICED DORA  
 BATCH-ID 3L18113950 N RB 2X  
 PRICE LEVEL 425240U73  
 VIN: 1FMZU73K04U  
 SHIPPING WEIGHT 4372 LBS.

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.

FDAF/LMDA ASSESSMENT	INVOICE TOTAL	LESS HOLDBACK FOR DEALER ACCOUNT	LESS APPROX. FINANCING COST FOR DEALER ACCOUNT	MEMO: INVOICE LESS HOLDBACK & FIN. COST	A & D PLAN
325.00	30531.47	980.00	180.00	29371.47	29121.47
					X PLAN
					30436.32

980.00 38.00 1067.00 .00 942.00 28271.00

SOLD TO

Prince Frederick Ford, Inc. 27B422  
 P.O. BOX 3769  
 Prince Frederick MD 20678

T.O.	76	STATE
2	6	MD

RD03

SHIP TO (IF OTHER THAN ABOVE)

DATE INV. PREPARED	ITEM NUMBER	TRIM	TRANSIT
11 18 03	27-W013	TP 07	

SHIP THROUGH

FINANCE -320-4206A(6/95)

INVOICE & UNIT IDENTIFICATION: 1FMZU73K04U  
 FINAL ASSEMBLY POINT: LOUISVILLE  
 FINAL COMPANY AND/OR BANK: Ford Motor Credit 000001  
 4UA80041 1F 073 20031118 031118 3L181 N 425 27B422

2

3531.47 KUI

PE09-020 0178 LC





# Kentucky Farm Bureau Insurance Companies

MAR 29 2005

Kentucky Farm Bureau Mutual Insurance Company • The FB Insurance Company

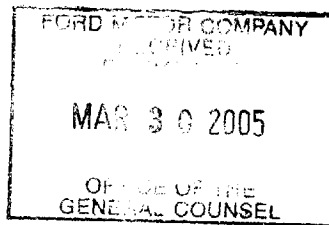
9201 Bunsen Parkway • P.O. Box 20700 • Louisville, Kentucky 40250-0700  
Telephone (502) 495-5000 • www.kyfb.com

March 17, 2005

FORD MOTOR COMPANY  
16800 EXECUTIVE PLAZA DRIVE  
P O BOX 6248  
DEARBORN MI 48121  
ATTN: CLAIMS

5 MAR 24 11:45  
CONSUMER AFFAIRS  
SECTION

Loss Number: 01297125  
Insured: David Gross  
Date of Loss: 02/25/2005



Dear Sir or Madam

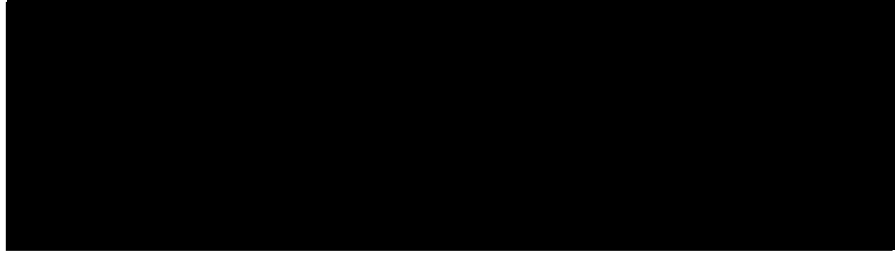
This file has been turned over to the Kentucky Farm Bureau Subrogation Unit. Our investigation has revealed that you are responsible for the below listed damages. Please contact our office regarding this matter.

All future correspondence regarding this subrogation file should be made to:

Subrogation Unit  
P. O. Box 20700  
Louisville, KY 40250-0700  
(502) 495-7784 or (800) 206-6882

Sincerely,  
  
Vickie L Spurr  
Subrogation Specialist

DAMAGED PARTY	COMPREHENSIVE LOSS FINAL(Fire)	RENTAL FINAL	INSURED'S DEDUCTIBLE	AMOUNT FINAL
David Gross	\$31,300.00	\$420.00	\$500.00	\$32,220.00



TIME RECEIVED  
Mon, 5 Mar 2007 11:42:31 -0500

REMOTE CSID  
5035988368

DURATION  
108

PAGES  
4

STATUS  
Received

03/05/2007 08:37 5035988368

PAGE 02

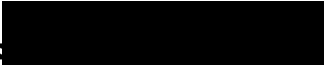


## American International Recovery

1230 East Diehl Road, Suite 204 · Naperville, IL · 60563 · (630) 505-7100 · (800) 445-7488 · (630) 505-1718 (Fax)

February 27, 2007

LANDMARK FORD  
P.O. BOX 23970  
TIGARD, OR 97281

Re: **Our Insured** :   
**Our File No.** : 684 - 166993  
**Date of Loss** : December 27, 2006  
**Damages** : \$2,386.64

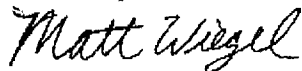
Dear Landmark Ford:

We are the recovery agents for AMERICAN HOME ASSURANCE CO who have made payment to their policyholder for damages arising out of the above cited occurrence. Our investigation of this loss has determined that you are responsible for these damages. The insured vehicle, a 2005 Ford Explorer, rolled down insured driver's, Geri Naumcheff, driveway after she put the vehicle in park, striking another vehicle. The attached invoice indicates that the Explorer's shift interlock on the steering column was not functioning properly.

Since our client is the equitable subrogee of its insured, on their behalf, we request payment of this subrogated interest in the above captioned amount.

For your protection, this letter should be forwarded to your insurance carrier immediately. If you are self-insured, contact the undersigned to arrange for payment. If you have any questions, please feel free to contact me at our toll-free telephone number listed above. Thank you for your cooperation.

Sincerely,



Matt Wiegel  
Recovery Representative



All Action Details for Issue

Print

VIN: 1FMZU72E02U [REDACTED] Year: 2002 Model: EXPLORER Case: 388343521  
Name: [REDACTED] Owner Status: Original WSD: 2001-11-08  
Symptom Desc: AUTO TRANS GENERAL INDICATOR Primary Phone: [REDACTED]  
Reason Desc: DSB-OTHER REQUESTED-VEH DOESN'T MEET EXPECT Secondary Phone: [REDACTED]  
Issue Type: 06 DSB Issue Status: PENDING

Action: OPEN-DEALER PROVIDED APPLICATION-NO ORAL PRESENTATION  
Dealer: 03050 FAIRLANE FORD SALES, INC. Origin Desc: DEMARS  
Odometer: 31568 MI Comm Type: MAIL  
Analyst Name: LAZU, FELICITA Analyst: F-LAZU1  
Action Date: 06/22/2004 Action Time: 11.50.48.809 Action Data: No

Comments ELIGIBLE: STALLING, GEAR SHIFT

Action: DEMARS MAILS REQUESTS FOR DEALER REPORTS  
Dealer: 03050 FAIRLANE FORD SALES, INC. Origin Desc: DEMARS  
Odometer: 31568 MI Comm Type: MAIL  
Analyst Name: DYKES, CARLISSA Analyst: C-DYKES2  
Action Date: 06/22/2004 Action Time: 16.26.25.340 Action Data: Yes

Comments JC

<u>Data Element Name</u>	<u>Data Value</u>
DEALER NAME	FAIRLANE FORD SALES
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	
DEALER NAME	

Action: CSM - MAIL SENT - DSB  
Dealer: 03050 FAIRLANE FORD SALES, INC. Origin Desc: CONSUMER AFFAIRS - DSB  
Odometer: 31568 MI Comm Type: EMAIL  
Analyst Name: JOHNSON, ALLISE (A.S.) Analyst: AJOHNS82  
Action Date: 06/28/2004 Action Time: 16.06.17.797 Action Data: No

Comments SCHEDULED 7/22/04 FOR THE E. LANSING BOARD

Action: DEMARS RECEIVES DEALER REPORT  
Dealer: 03050 FAIRLANE FORD SALES, INC. Origin Desc: DEMARS  
Odometer: 31568 MI Comm Type: MAIL  
Analyst Name: BURGOS,JESSICA Analyst: J-BURGO1  
Action Date: 07/07/2004 Action Time: 17.07.25.477 Action Data: No



**Comments FAIRLANE FORD SALES**

---

**Action:** RECORD DETAILS OF BOARD DECISION - REPAIRS

**Dealer:** 03050 FAIRLANE FORD SALES, INC.

**Origin Desc:** DEMARS

**Odometer:** 31568 MI

**Comm Type:** EMAIL

**Analyst Name:** LISAK, SHARI

**Analyst:** S-LISAK

**Action Date:** 07/28/2004

**Action Time:** 12.54.51.053

**Action Data:** Yes

**Comments** CONCERNS: STALLING, GEAR SHIFT REQUESTS: NOT STATED DECISION: FSE SUPERVISED REPAIRS OF GEAR SHIFT CONCERN BASED ON UNRESOLVED PER FMC P.6 #2 BUT FMC HAS NOT HAD SUFFICIENT OPPORTUNITY TO REPAIR. STALLING RESOLVED PER P.6 #2 AND NO INFO FROM CUST TO REFUTE.

**Data Element Name**

**Data Value**

NAME OF BOARD

ELANS

MEETING DATE

07-22-2004

DECISION LETTER DATE

07-26-2004

40 DAY DELAY CODE

0

ORAL HEARING

NO

---

All Action Details for Issue

[Print](#)

VIN: 1FMZU72E02U [REDACTED] Year: 2002 Model: EXPLORER Case: 388343521  
Name: [REDACTED] Owner Status: Original WSD: 2001-11-08  
Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG Primary Phone: [REDACTED]  
Reason Desc: CI - DEMAND LETTER Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED

Action: OPEN REGION CONTACT

Dealer: 03050 FAIRLANE FORD SALES, INC.

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 27353 MI

Comm Type: MAIL

Analyst Name: CARLA ZULINSKI  
(CZULINSK)

Analyst: CZULINSK

Action Date: 06/08/2004

Action Time:  
16.22.48.196

Action Data: Yes

Comments \*\*\*CUSTOMER STATES:STEERING LOCKS UP \*\*\*CUSTOMER SEEKS: RESOLUTION\*\*\*CI SCANNED COPY OF THE LETTER TO THE REGIONAL OFFICES FOR REVIEW. SENT THE CUSTOMER AN ACKNOWLEDGEMENT\*\*\*

Data Element Name	Data Value
REGION NUMBER	48
DATE OF LETTER (MM-DD-YYYY)	06-04-2004
DATE RECEIVED (MM-DD-YYYY)	06-08-2004
TIME RECEIVED (HH:MM)	10:36

Action: LETTER SCANNED TO REGION

Dealer: 03050 FAIRLANE FORD SALES, INC.

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 27353 MI

Comm Type: MAIL

Analyst Name: CARLA ZULINSKI  
(CZULINSK)

Analyst: CZULINSK

Action Date: 06/08/2004

Action Time:  
16.29.46.670

Action Data: Yes

Comments .

Data Element Name	Data Value
DATE SCANNED (MM-DD-YYYY)	06-08-2004
TIME SCANNED (HH:MM)	16:29

Action: SERVICE APPOINTMENT SCHEDULED

Dealer: 03050 FAIRLANE FORD SALES, INC.

Origin Desc: DEALER

Odometer: 27353 MI

Comm Type: OTHER

Analyst Name: TORI FEALA

Analyst: T-FEALA

Action Date: 06/10/2004

Action Time: 10.58.35.293

Action Data: No

Comments MADE APPOINTMENT FOR 6/16/04 AT 8:01AM

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03050 FAIRLANE FORD SALES, INC.

Origin Desc: DEALER

**Odometer:** 27353 MI  
**Analyst Name:** TORI FEALA  
**Action Date:** 06/17/2004

**Comm Type:** OTHER  
**Analyst:** T-FEALA  
**Action Time:** 14.12.44.500

**Action Data:** No

**Comments** WE HAVE COMPLETED THE REPAIR BY ADJUSTING THE SHIFTER AND SHIFTER CABLE AT THE TRANS THAT WAS BINDING (RO# 173025)

---

**Action:** FORD COVERED REPAIR MADE - WARRANTY

**Dealer:** 03050 FAIRLANE FORD SALES, INC.

**Origin Desc:** FIELD ORGANIZATION

**Odometer:** 27353 MI

**Comm Type:** PHONE

**Analyst Name:** JILL BLANCHETT (JBLANCH4)

**Analyst:** JBLANCH4

**Action Date:** 06/21/2004

**Action Time:** 09.25.24.744 **Action Data:** No

**Comments** VEHICLE IN FAIRLANE FORD SERVICE DEPT. ON JUNE 17TH, 2004. DEALERSHIP ADJUSTED THE SHIFT LINKAGE TO FIX THE CONCERN. CHECKED OVER AFTER REPAIR BY SERVICE MANAGER. VEHICLE RETURNED TO CUSTOMER AND OPERATING AS DESIGNED.

---

All Action Details for Issue

[Print](#)

VIN: 1FMZU72E02U [REDACTED] Year: 2002 Model: EXPLORER Case: 388343521  
Name: [REDACTED] Owner Status: Original WSD: 2001-11-08  
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]  
Reason Desc: DSB-APPLICATION INCOMPLETE; RET'D TO CUST Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: INQUIRY

Action: APPLICATION INCOMPLETE-SENT BACK TO CUSTOMER FOR MISSING INFO  
Dealer: 03050 FAIRLANE FORD SALES, INC. Origin Desc: DEMARS  
Odometer: 1 MI Comm Type: MAIL  
Analyst Name: LAZU, FELICITA Analyst: F-LAZU1  
Action Date: 06/18/2004 Action Time: 15.08.34.084 Action Data: Yes

Comments MISSING INFO: MILEAGE

<u>Data Element Name</u>	<u>Data Value</u>
MISSING VIN	
SERVICING DEALER NAME	
MILEAGE	
INCORRECT VIN	
MISSING SERVICE CONCERNS	
EXACT MILEAGE	YES
SIGNATURE	YES
COMMERCIAL/PERSONAL (PRIMARY USE)	

All Action Details for Issue

Print

---

<b>VIN:</b> 1FMZU72E02U [REDACTED]	<b>Year:</b> 2002	<b>Model:</b> EXPLORER	<b>Case:</b> 388343521
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Original	<b>WSD:</b> 2001-11-08	
<b>Symptom Desc:</b> AUTO TRANS NO ENGAGEMENT		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> PRODUCT - NEGATIVE FEEDBACK		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 02 INFORMATION	<b>Issue Status:</b> CLOSED		

---

<b>Action:</b> ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED	
<b>Dealer:</b>	<b>Origin Desc:</b> US INQUIRY CASE BASE
<b>Odometer:</b> 31000 MI	<b>Comm Type:</b> PHONE
<b>Analyst Name:</b> CHERYL LOPES	<b>Analyst:</b> CLOPES20
<b>Action Date:</b> 06/04/2004	<b>Action Time:</b> 13.49.15.049
	<b>Action Data:</b> No

**Comments** CUSTOMER SAID: - THE STEERING COLUMN LOCKS UP WHEN SHIFTING GEAR ON START UP - IT HAS LOCKED 3 TIMES - THE FIRST 2 TIMES VEH WOULD NOT ENGAGE - THE LAST TIME VEH WAS NOT GOING INTO PARK - DLR HAS NOW REPLACED THE WHOLE STEERING COLUMN - CUST WAS ADVISED BY SOMEONE IN THE SERVICE DEPT THAT THE 2002 TRUCKS HAD A LOT OF PROBLEMS - VEH IS NOW REAPIRED BUT CUST IS WONDERING IF SHE WILL HAVE CONCERNS IN THE FUTURE - CUST WOULD LIKE COMPLAINT DOCUMENTED - CUST IS ALSO LOOKING TO SEE IF SHE CAN GET OUT OF HER LEASE EARLY DEALER SAID: - CUST WAS ADVISED BY SOMEONE IN THE SERVICE DEPT THAT THE 2002 TRUCKS HAD A LOT OF PROBLEMS FAIRLANE FORD 14585 MICHIGAN AVE. DEARBORN, MI 48126 DISTANCE: 0.76 MILES TEL: (313) 846-5000 FAX: (509) 351-2424 CRC 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. ADVISED CUST THAT IF SHE IS LOOKING TO GETTING OUT OF HER LEASE EARLY SHE WOULD NEEDS TO DISCUSS ISSUE WITH THE SALES DEPT

---

All Action Details for Issue

[Print](#)

---

VIN: 1FMZU72E02U [REDACTED]      Year: 2002      Model: EXPLORER      Case: 388343521  
Name: [REDACTED]      Owner Status: Original      WSD: 2001-11-08  
Symptom Desc:      Primary Phone: [REDACTED]  
Reason Desc: MISC INQUIRY - GENERAL/OTHER      Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY      Issue Status: CLOSED

---

Action: AS PER SOS  
Dealer:      Origin Desc: MANUAL - PHONE CSR  
Odometer: 500 MI      Comm Type: PHONE  
Analyst Name: SAMUEL LAGDA      Analyst: SLAGDA  
Action Date: 12/18/2001      Action Time: 10.46.37.875      Action Data: Yes

Comments CUSTOMER SAYS: - RECEIVED A CUSTOMER GUIDE (23 HELPFUL HINTS) - CANNOT FIND THE ANCHOR FOR THE CHILD SAFETY SEAT - IS MY VEH EQUIPPED WITH THE ANCHORAGE? PER CUSTOMER, DEALER SAYS: CAC ADVISED: - CONTACT DEALER WHO CAN INSPECT THE VEH

<u>Data Element Name</u>	<u>Data Value</u>
SOS NAME	CHARLENE

---

550479  
CNO1  
CNO3 JCB  
J. Bancum

500479  
CNO1  
CNO3 JCB  
J. Bancum

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs [REDACTED]  
FORD MOTOR COMPANY



04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY

04-425037 NZ 8/12/2004  
JDG:CYNTHIA DIANE STEPHENS

[REDACTED]  
vs  
FORD MOTOR COMPANY



**SUMMONS AND  
RETURN OF SERVICE**

04-425037 NZ 8/12/2004  
JDG: CYNTHIA DIANE STEPHENS  
VS  
FORD MOTOR COMPANY

COURT  
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT  
TELEPHONE NO. (313) 224-2451

THIS CASE ASSIGNED TO JUDGE: CYNTHIA DIANE STEPHENS

Bar Number: 28417

PLAINTIFF

DEFENDANT

PL 01 VS FORD MOTOR COMPANY

DF 002

PLAINTIFF'S ATTORNEY

CHRISTOPHER M. LOVASZ  
(P-44472)  
30928 FORD RD  
GARDEN CITY, MI 48135-1803  
734-261-4700

04 AUG 13 10:50  
OFFICE OF THE SECRETARY  
PETER J. SHERVILL  
PS

CASE FILING FEE PAID		JURY FEE PAID
ISSUED 08/12/04	THIS SUMMONS EXPIRES 11/11/04	DEPUTY COUNTY CLERK DESIREE CANTY

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

Cathy M. Garrett - Wayne County Clerk

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

- You are being sued.
- YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
- If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
  - There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
  - A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
  - There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
  - An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The docket number and assigned judge of the civil/domestic relations action are:

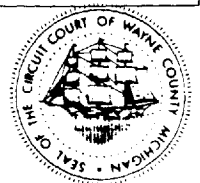
Docket no.	Judge	Bar no.

The action  remains  is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date

Signature of attorney/plaintiff



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

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

For best results use a felt pen

# RETURN OF SERVICE

Case No. \_\_\_\_\_

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

## CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE

**OFFICER CERTIFICATE**

OR

**AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that \_\_\_\_\_ (notary not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that \_\_\_\_\_ (notary required)

- I served personally a copy of the summons and complaint.
- I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with \_\_\_\_\_  
List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s)

Defendant's name	Complete address(es) of service	Day, date, time

After diligent search and inquiry, I have been unable to find and serve the following defendant(s):

I have made the following efforts in attempting to serve the defendant(s): \_\_\_\_\_

I have personally attempted to serve the summons and complaint, together with \_\_\_\_\_ Attachment \_\_\_\_\_ on \_\_\_\_\_ Name \_\_\_\_\_ at \_\_\_\_\_ Address \_\_\_\_\_ and have been unable to complete service because the address was incorrect at the time of filing.

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_ Date \_\_\_\_\_ County, Michigan.

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Signature: \_\_\_\_\_ Deputy court clerk/Notary public

## ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments \_\_\_\_\_

on \_\_\_\_\_ Day, date, time

Signature: \_\_\_\_\_ on behalf of \_\_\_\_\_

11/10

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



Plaintiff,

v

NZ

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

Defendants.

\_\_\_\_\_  
CONSUMER LEGAL SERVICES, P.C.  
CHRISTOPHER M. LOVASZ P-44472  
MARK ROMANO P-44014  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700  
\_\_\_\_\_

OFFICE OF THE SECRETARY  
PETER J. SHERRY  
PS  
04 AUG 13 10:50

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Dearborn, Wayne 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 vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Fairlane Ford Sales, Inc. (hereinafter referred to as "Lessor"), 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 Dearborn, Wayne County, Michigan.

4. On or about November 8, 2001, Plaintiff leased a new 2002 Ford Explorer, VIN: 1FMZU72E02U [REDACTED] (hereinafter referred to as "2002 Explorer"), from the Lessor which was manufactured by the Manufacturer (see copy of Vehicle Lease Agreement attached as Exhibit A).

5. Along with the lease of the 2002 Explorer 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 Lessor (a copy of the written warranty is in the possession of the Defendants).

**CONSUMER LEGAL SERVICES**

6. Plaintiff has taken the 2002 Explorer to the Manufacturer's authorized agent/dealer, Lessor, 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 2002 Explorer include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
12/12/03	24,451	163648	<b><u>TRANSMISSION DEFECT:</u></b> The gear selector customer says when in park will not go into gear seems like a sensor under selector is not touching
02/26/04	27,353	167190	<b><u>TRANSMISSION DEFECT:</u></b> Gear shifter will not come out of park vehicle towed in
06/02/04	31,076	172291	<b><u>TRANSMISSION DEFECT:</u></b> Vehicle has bucking and jerking while trying to accelerate was intermittently now seems like its doing it all the time
06/16/04	31,568	173025	<b><u>TRANSMISSION DEFECT:</u></b> When putting vehicle into drive you have to wiggle shifter around for it to engage

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

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

**COUNT I**  
**BREACH OF EXPRESS WARRANTY**

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

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

11. Manufacturer and Lessor are "Lessors" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

12. The 2002 Explorer constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

14. Plaintiff's lease of the 2002 Explorer was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2002 Explorer free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2002 Explorer had defects and problems after Plaintiff purchased the vehicle as discussed above.

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

18. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2002 Explorer.

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

20. The Manufacturer and Lessor have failed to adequately repair the 2002 Explorer and/or have not repaired the 2002 Explorer in a timely fashion, and the 2002 Explorer remains in a defective condition.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2002 Explorer's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); 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).

22. The 2002 Explorer continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2002 Explorer.

24. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2002 Explorer 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.



25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2002 Explorer and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2002 Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Lessor 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 Defendants:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;
- C. To cancel the lease contract and pay off the balance on the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

**CONSUMER LEGAL SERVICES**

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

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

30. The 2002 Explorer was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

31. The 2002 Explorer was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2002 Explorer unmerchantable.

33. The manufacturer and Lessor failed to adequately remedy the defects in the 2002 Explorer; and the 2002 Explorer continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

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 lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;

D. To cancel the lease contract covering the 2002 Explorer and pay off the balance on the contract;

**CONSUMER LEGAL SERVICES**

- E. For consequential, incidental and actual damages;
- F. Costs, interest and actual attorneys' fees; and
- G. Such other relief this Court deems appropriate.

**COUNT III**  
**REVOCATION OF ACCEPTANCE**

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiff accepted the 2002 Explorer 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.

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

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

38. The nonconformities substantially impaired the value of the 2002 Explorer to the Plaintiff.

39. Plaintiff had previously notified Manufacturer and Lessor 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 2002 Explorer and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

40. Manufacturer and Lessor have nevertheless refused to accept return of the 2002 Explorer 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 Defendants:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;

C. To cancel the lease contract covering the 2002 Explorer and pay off the balance on 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 IV**  
**BREACH OF EXPRESS WARRANTY**

41. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.

42. Plaintiff is a "lessee" under the Michigan Uniform Commercial Code, MCLA 440.2803 (n).

43. Manufacturer is a "supplier" under the Michigan Uniform Commercial Code, MCLA 440.2803 (x).

44. Lessor is a "lessor" under the Michigan Uniform Commercial Code, MCLA 440.2803 (p).

**CONSUMER LEGAL SERVICES**

45. The 2002 Explorer constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2803 (h).

46. The Michigan Net Lease attached as Exhibit A is a "consumer lease" under the Michigan Uniform Commercial Code, MCLA 440.2803 (e).

47. Plaintiff 's lease of the 2002 Explorer was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the lease contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its lease of the 2002 Explorer.

48. The benefit of the Manufacturer's express warranty extends to Plaintiff under the Uniform Commercial Code, MCLA 440.2859 (1).

49. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2002 Explorer free of charge to Plaintiff under specific terms as stated in the express warranty.

50. In fact, Plaintiff discovered the 2002 Explorer had defects and problems after Plaintiff purchased said vehicle as discussed above.

51. Plaintiff notified Manufacturer and Lessor of the aforementioned defects.

52. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2002 Explorer.

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

54. The Manufacturer and Lessor have failed to adequately repair the 2002 Explorer and/or have not repaired the 2002 Explorer in a timely fashion, and the 2002 Explorer remains in a defective condition.

55. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2002 Explorer's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose.

56. The 2002 Explorer continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

57. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2002 Explorer.

58. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2002 Explorer 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.

59. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2002 Explorer and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

**CONSUMER LEGAL SERVICES**

60. 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 2002 Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, pursuant to M.C.L.A. 440.2969 (4), 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 use of the good accepted and the value it would have had if it had been as warranted for the lease term.

61. The Manufacturer and Lessor have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to M.C.L.A. 440.2958; and M.C.L.A. 440.2969; and 440.2967; and 440.2970.

WHEREFORE, Plaintiff prays for judgment against Defendants:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;

C. To cancel the lease contract covering the 2002 Explorer and payoff the balance on the same;

D. For incidental and consequential damages, and actual damages for breach of warranty;

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

F. For such other equitable relief this Court deems appropriate.

**CONSUMER LEGAL SERVICES**

**COUNT V**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

62. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 61 as though herein fully restated and realleged.

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

64. The 2002 Explorer was subject to implied warranties of merchantability under MCLA 440.2862, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

65. The 2002 Explorer was not fit for the ordinary purpose for which such goods are used.

66. The defects and problems hereinbefore described rendered the 2002 Explorer unmerchantable.

67. The Manufacturer and Lessor failed to adequately remedy the defects in the 2002 Explorer and the 2002 Explorer continued to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

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 lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;

**CONSUMER LEGAL SERVICES**



D. To cancel the lease contract covering the 2002 Explorer and pay off the balance on the same;

E. For incidental and consequential damages, and actual damages for breach of warranty;

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

G. For such other equitable relief this Court deems appropriate.

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

68. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 67 as though herein fully restated and realleged.

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

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

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

72. The 2002 Explorer is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

73. The 2002 Explorer was manufactured, sold and purchased after July 4, 1975.

74. The express warranty given by the Manufacturer pertaining to the 2002 Explorer is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

**CONSUMER LEGAL SERVICES**

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

76. 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 Lessor actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Defendants:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;

C. To cancel the lease contract covering the 2002 Explorer and pay off the balance on 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 IMPLIED WARRANTY UNDER**  
**MAGNUSON-MOSS WARRANTY ACT**

77. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 76 as though herein fully stated and realleged.

CONSUMER LEGAL SERVICES

78. The above-described actions on the part of the Lessor 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 Lessor:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on 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 VIII  
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT  
MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.**

79. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 78 as though herein fully restated and realleged.

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

81. Manufacturer and Lessor are engaged in "trade or commerce" as defined in MCLA 445.902(d).

**CONSUMER LEGAL SERVICES**

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

(a) The Manufacturer and Lessor represented to Plaintiff the 2002 Explorer and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Lessor represented to Plaintiff the 2002 Explorer 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 2002 Explorer, the Manufacturer and Lessor have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Lessor have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2002 Explorer.

(e) The Manufacturer and Lessor have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2002 Explorer and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Lessor 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 2002 Explorer to be other than they actually were.

**CONSUMER LEGAL SERVICES**

(g) The Manufacturer and Lessor 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 2002 Explorer to be other than it actually was.

(h) The Manufacturer and Lessor have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2002 Explorer to Plaintiff.

(i) The Manufacturer and Lessor 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 Lessor 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.

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

**COUNT IX**  
**BREACH OF CONTRACT**

84. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 83 as though herein fully restated and realleged.

**CONSUMER LEGAL SERVICES**

85. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2002 Explorer to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

86. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2002 Explorer created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

87. The Manufacturer and Lessor 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 Defendants:

- A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2002 Explorer;
- B. For incidental, consequential, exemplary and actual damages;
- C. For costs and expenses, interest, and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

**COUNT X**  
**RESCISSION OF CONTRACT**

88. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 87 as though herein fully restated and realleged.

**CONSUMER LEGAL SERVICES**

89. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2002 Explorer to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

90. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2002 Explorer created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

91. The Manufacturer and Lessor 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.

92. The actions of the Manufacturer and Lessor have resulted in a failure of consideration justifying the rescission of the contract.

93. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the lease contract covering the 2002 Explorer by ordering Defendants to refund all monies paid by Plaintiff and ordering Plaintiff to return the 2002 Explorer to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2002 Explorer;

**CONSUMER LEGAL SERVICES**

- C. For incidental, consequential, exemplary and actual damages;
- D. For costs and expenses, interest, and actual attorneys' fees; and
- E. Such other relief this Court deems appropriate.

**COUNT XI**  
**VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;**  
**MCL 257.1401 ET SEQ; MSA 9.2705**

94. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 93 as though herein fully restated and realleged.

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

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

97. The 2002 Explorer is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

98. The 2002 Explorer is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

99. The express warranty given by Manufacturer, covering the 2002 Explorer is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

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

101. Plaintiff's 2002 Explorer 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

**CONSUMER LEGAL SERVICES**



(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.

102. 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.

103. Manufacturer's attempted repair was unsuccessful as the 2002 Explorer continues to manifest the aforementioned defects.

104. The aforementioned defects substantially impair the use or value of the 2002 Explorer to the Plaintiff and/or prevent the 2002 Explorer from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2002 Explorer 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 lease 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.

**CONSUMER LEGAL SERVICES**

- D. Incidental and consequential damages.
- E. For prejudgment interest.
- F. For such other and further relief as may be justified in this action.

**COUNT XII**  
**REVOCATION OF ACCEPTANCE**

105. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 104 as though herein fully restated and realleged.

106. Plaintiff accepted the 2002 Explorer 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.

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

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

109. The nonconformities substantially impair the value of the 2002 Explorer to the Plaintiff.

110. Plaintiff has previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2967 and demanded the refund of Plaintiff's lease payments (rent) and security interest for the 2002 Explorer and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

**CONSUMER LEGAL SERVICES**

111. Manufacturer and Lessor have nevertheless refused to accept return of the 2002 Explorer and have refused to refund any part of the sum equal to the lease payments (rent) and security interest and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2002 Explorer;

C. To cancel the lease contract covering the 2002 Explorer and pay off the balance on the same;

D. For incidental and consequential damages, and actual damages for breach of warranty;

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

F. For such other equitable relief this Court deems appropriate.

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

112. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 111 as though fully restated and realleged.

113. The Lessor is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

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

**CONSUMER LEGAL SERVICES**

115. The Lessor 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 Lessor, 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 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.

116. As a result of the Lessor'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 Lessor in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

**JURY DEMAND**

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By 

CHRISTOPHER M. LOVASZ P-44472  
MARK ROMANO P-44014  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700

Dated: August 9, 2004

**CONSUMER LEGAL SERVICES**

FAIRLANE FORD SALES, INC.

JUST EAST OF SOUTHFIELD
14585 Michigan Ave. P.O. Box 846
DEARBORN, MICHIGAN 48128
PHONE: (313) 846-6000
FAX: (313) 846-7386
ST. # F-108840
www.fairlaneford.com

9457674

173025



INVOICE



PAGE 1

SERVICE ADVISOR: 2960 PAUL KANODE

DEARBORN, MI
HOME:

BUS:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: TK, 02, FORD EXPLORER, 1FMZU72E02UB, 76.00, 31568/31568, T4506.

Table with columns: R.O. OPENED, READY, OPTIONS, ENG. Row 1: 15:47 16JUN04, 14:47 17JUN04, STK:26009 DLR:030508, ENG:4.0 Liter\_EFI-SOHC TRN:44R

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Line A: 10AP- ATT JIM HARRIS OPEN MORE CONTACT 4TH TIME REPAIR YTIRE TIRES NEED ATTENTION IN THE NEAR FUTURE. 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. Line B: B F01\*WHEN PUTTING VEHICLE INTO DRIVE YOU HAVE TO WIGGLE SHIFTER AROUND FOR IT TO ENGAGE INDEX IS ALL OFF D ADJUSTED SHIFT LINKAGE 8 LATENDRESSE, TOM LIC#: M133808. PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

31568 42 CK OUT SHIFTER AND HAD TO ADJ SHIFTER CABLE AT TRANS WAS BINDING RECK OK

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Line C: C QUALITY CHECK OPEN MORE CONTACT 4TH TIME REPAIR QC QC QUALITY CHECKED 31 JIM HARRIS LIC#: M125761. PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

31568 WENT OVER WITH TRUCK #21JH

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Line D: D NOTE: Previous Customer Concerns NWD NO WORK DONE 9999 C 0.00. PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Line E: E QUALITY CHECK QC QC QUALITY CHECKED 31 JIM HARRIS LIC#: M125761. PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

Service Installed Parts form with columns: DATE INSTALLED, ACCUMULATED MILEAGE, ORIGINAL R.O. NUMBER, APPROVAL CODE OR NO., DESCRIPTION, TOTALS. Includes checkboxes for CLAIM REVIEW, AUTHORIZATION TO SUBMIT CLAIM, PARTS TOWEL OUT.

DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Dealer, Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor guarantees any other person to assume for any liability in connection with the sale of said products.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF. SHINED BY X CUSTOMER COPY

CERTIFICATION - ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 303).

# FAIRLANE FORD SALES, INC.

9457674

1 7 3 0 2 5



JUST EAST OF SOUTHFIELD  
 14585 Michigan Ave. P.O. Box 846  
 DEARBORN, MICHIGAN 48126  
 PHONE: (313) 846-8000  
 FAX: (313) 846-7366  
 ST. # F-108840  
 www.fairlaneford.com

INVOICE

PAGE 2



SERVICE ADVISOR: 2960 PAUL KANODE

DEARBORN, MI  
HOME: [REDACTED]

BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG						
TK	02	FORD EXPLORER	1FMZU72E02U [REDACTED]	[REDACTED]	31568/31568	T4506						
DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE					
08NOV2001	09OCT01	08NOV2004	16:00 17JUN04		76.00	CASH	17JUN2004					
R.O. OPENED	READY	OPTIONS: STK:26009 DLR:030508										
15:47 16JUN04	14:47 17JUN04	ENG:4.0 Liter_EFI-SOHC TRN:44R										
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL					
PARTS:				0.00	LABOR:		0.00	OTHER:		0.00	TOTAL LINE #:	0.00

31568 CHECKED WITH TECH #21JH

\*\*\*\*\*

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

P & A CODE: Q3060-8 TAX I.D. NO. A-38-1880478				SERVICE INSTALLED PARTS			APPROVAL CODE OR NO.	DESCRIPTION	TOTALS
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.	DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER		LABOR AMOUNT	0.00
				MO. DAY YR.	NO TENTHS			PARTS AMOUNT	0.00
(CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX)				REPAIR 1	REPAIR 2	REPAIR 3	COMMITMENT CODE	GAS, OIL, LUBE	0.00
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		PROGRAM CODE(S)				SUBLET AMOUNT	0.00
PARTS				ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION 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 WITH ANY ACCIDENT, NEGLIGENCE OR APLIES RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.				MISC. CHARGES	0.00
LABOR				DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.				TOTAL CHARGES	0.00
TOTAL				CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.				LESS INSURANCE	0.00
AUTHORIZED SIGNATURE AND DATE				SIGNED [REDACTED]				SALES TAX	0.00
				[REDACTED]				PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

- CERTIFICATION -  
 ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 308).

# FAIRLANE FORD SALES, INC.

9457674

1 6 3 6 4 8



JUST EAST OF SOUTHFIELD  
 14585 Michigan Ave. P.O. Box 648  
 DEARBORN, MICHIGAN 48126  
 PHONE: (313) 848-6000  
 FAX: (313) 848-7365  
 ST. # F-106640  
 www.fairlaneFord.com

DEARBORN, MI  
 HOME: [REDACTED]

BUS: [REDACTED]

INVOICE

PAGE 1

SERVICE ADVISOR: 6110 JOSEPH WHITMAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
TK	02	FORD EXPLORER	1FMZU72E02U [REDACTED]		24451/24451	T6241	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PG NO	RATE	PAYMENT	INV DATE
08NOV2001	09OCT01	08NOV2004	17:00 15DEC03		76.00	CASH	15DEC2003
H.O. OPENED		READY		OPTIONS: STK:26009 DLR:030508			
14:06 12DEC03		11:12 15DEC03		ENG:4.0 Liter_EFI-SOHC TRN:44R			
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A IO NO ESP							
IO ** SA: DELETE LINE A & ADD WARR INFO **							
	9999	C		0.00		0.00	0.00
	1	WPR	13480.14A411.SL				0.00
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:
							0.00

\*\*\*\*\*  
 P01 CK THE GEAR SELECTOR CUST SAYS WHEN IN PARK WILL NOT GO INTO GEAR  
 SEEMS LIKE A SENSOR UNDER SELECTOR IS NOT TOUCHING SEE ADVISOR  
 MORE INFO DIAG AND ADVISE \$76.00  
 CAUSE: 24451 13480, 28 SHIFT LOCK CIRC DIAG NGS HOOKUP BCB DIAG NO DTCS,  
 PERFORM PINPOINT TEST A, NGS PID MONITOR GEM BOO SW INPUT,  
 PERFORM CIRC T  
 12651D BODY / CHASSIS / ELECTRICAL (HCE) - TEST -  
 L  
 15 RUTHA, STEVE LIC#: M-215368  
 W01 0.20 (N/C)  
 1 YF1Z\*13480\*AA SW ASY-STP LP (N/C)  
 1 1F1Z\*14A411\*CU WIR ASY-MARTIN HORNS (N/C)  
 12651D2 BODY/CHASSIS/ELECTRICAL PIN POINT TEST -  
 DIAGNOSIS - L  
 15 RUTHA, STEVE LIC#: M-215368  
 W01 0.30 (N/C)  
 13480A SWITCH-STOP LAMP - REPLACE (13480) - L  
 15 RUTHA, STEVE LIC#: M-215368  
 W01 0.20 (N/C)  
 14200A WIRING ASSEMBLY - REPAIR - L  
 15 RUTHA, STEVE LIC#: M-215368  
 W01 0.40 (N/C)  
 FC: P01 28  
 PART#: YF1Z\*13480\*AA  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:

P & A CODE: 03050-9 TAX I.D. NO. A-38-1880478				SERVICE INSTALLED PARTS			APPROVAL CODE OR NO.	DESCRIPTION	TOTALS
DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL P.O. NUMBER					LABOR AMOUNT		
MO. DAY YR.	NO TENTHS						PARTS AMOUNT		
PROGRAM CODES			REPAIR 1	REPAIR 2	REPAIR 3	COMMITMENT CODE	GAS, OIL, LUBE		
<small>ON BEHALF OF SERVICE DEALER, I HEREBY CERTIFY THAT THE INFORMATION HEREON IS ACCURATE UNLESS OTHERWISE KNOWN. 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 WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.</small>								SUBLET AMOUNT	
<small>DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.</small>								MISC. CHARGES	
<small>CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE AND RECEIPT OF INVOICE COPY HEREOF.</small>								TOTAL CHARGES	
SIGNED: _____								LESS INSURANCE	
<small>Repairs on parts completed and checked</small>								SALES TAX	
<small>IF _____</small>								PLEASE PAY THIS AMOUNT	
								<small>CERTIFICATION - ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300).</small>	



# FAIRLANE FORD SALES, INC.

9457574

1 6 3 6 4 8



JUST EAST OF SOUTHFIELD  
14585 Michigan Ave. P.O. Box 646  
DEARBORN, MICHIGAN 48126

INVOICE

PHONE: (313) 848-8000

FAX: (313) 848-7386

ST. # F-108840

www.fairlaneford.com

DEARBORN, MI

HOME:

BUS:

PAGE 2



SERVICE ADVISOR: 6110 JOSEPH WHITMAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
TK	02	FORD EXPLORER	1FMZU72E02U		24451/24451	T6241	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
08NOV2001	09OCT01	08NOV2004	17:00 15DEC03		76.00	CASH	15DEC2003

R.O. OPENED: 14:06 12DEC03  
 READY: 11:12 15DEC03  
 OPTIONS: STK:26009 DLR:030508  
 ENG:4.0 Liter EFI-SOHC TRN:44R

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
0063								
PARTS:				0.00	LABOR:	0.00	OTHER:	0.00
					TOTAL LINE B:		0.00	

#24451 13480,28 SHIFT LOCK CIRC DIAG NGS HOOKUP BCE DIAG NO DTCs,  
 PERFORM PINPOINT TEST A, NGE PID MONITOR GEM BOO SW INPUT, PERFORM CIRC  
 TEST, REPLACE OPEN BRAKE SWITCH AND CONNECTOR, BRAKE SWITCH INTERNALLY  
 OPEN, CONNECTOR TERMINALS WEAK.

\*\*\*\*\*

EST: 76.00 12DEC03 14:06 SA: 611

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

P & A CODE: 08080-9 TAX I.D. NO. A-36-1880478				SERVICE INSTALLED PARTS			APPROVAL CODE OR NO.	DESCRIPTION	TOTALS		
SUBTOTAL	ALLOWANCE	NET PRICE OFF.	LEAS REC.	DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER		LABOR AMOUNT	0.00		
				MO.   DAY   YR	NO TENTHS			PARTS AMOUNT	0.00		
(CHECK (✓) APPROPRIATE BOX)				PROGRAM CODE(S)	REPAIR 1	REPAIR 2	REPAIR 3	GAS, OIL, LUBE	0.00		
<input type="checkbox"/> CLAIM #	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS PICK UP						SUBLET AMOUNT	0.00		
PARTS				ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION HEREON IS ACCURATE UNLESS OTHERWISE INDICATED. 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 UNLESS THE CLAIM HAD BEEN CONNECTED WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.				COMMITMENT CODE		MISC. CHARGES	0.00
LABOR				CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE AND RECEIPT OF INVOICE COPY HEREOF.				TOTAL CHARGES		0.00	
TOTAL				SIGNATURE: [Redacted]				LESS INSURANCE		0.00	
AUTHORIZED SIGNATURE AND DATE				SALES TAX				PLEASE PAY THIS AMOUNT		0.00	

DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims any warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CERTIFICATION - ALL REPAIRS AND PARTS LISTED WERE PERFORMED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 388).

FAIRLANE FORD SALES, INC.

9457674

167190



JUST EAST OF SOUTHFIELD
14885 Michigan Ave. P.O. Box 848
DEARBORN, MICHIGAN 48128
PHONE: (313) 848-8000
FAX: (313) 848-7386
ST. # F-108640
www.fairlaneFord.com

DEARBORN, MI
HOME: [REDACTED]

BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 2960 PAUL KANODE

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: TK, 02, FORD EXPLORER, 1FMZU72E020, [REDACTED], 27353/27353, T4557

Table with columns: DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Row 1: 08NOV2001, 09OCT01, 08NCV2004, 16:00, 26FEB04, [REDACTED], 76.00, CASH, 26FEB2004

H.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:26009 DLR:030508
ENG:4.0 Liter\_EFI-SOHC TRN:44R

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Line A: \*\* SA: DELETE LINE A & ADD WARR INFO \*\* Y TIRE TIRES NEED ATTENTION IN THE NEAR FUTURE

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

\*\*\*\*\*
A85 GEAR SHIFTER WILL NOT COME OUT OF "PARK" VECH TOWED REF TO RO # 163648 12/155/03 #15

CAUSE: 27353 14401-28 NGS HOOKUP BCE DIAG NO DTCS, PID MONITOR GEM BOO SWITCH INPUT, PERFORM BRAKE SWITCH CIR TEST DIAG AND REPLACE OPEN BRAKE S

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

15 RUTHA, STEVE LIC#: M-215368 WOI 0.20 (N/C)

1 1F1Z\*14A411\*CA WIR ASY-MARTIN HORNS 14200A WIRING ASSEMBLY - REPAIR - L (N/C)

15 RUTHA, STEVE LIC#: M-215368 WOI 0.40 (N/C)

FC: A85 28 PART#: 1F1Z\*14A411\*CA COUNT:

CLAIM TYPE: SPW AUTH CODE: 0063

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

27353 14401-28 NGS HOOKUP BCE DIAG NO DTCS, PID MONITOR GEM BOO SWITCH INPUT, PERFORM BRAKE SWITCH CIR TEST DIAG AND REPLACE OPEN BRAKE SWITCH CONNECTOR C278 CIR 10 LGRD PINS 1&2 SPW CONNECTOR

\*\*\*\*\*
C QUALITY CHECK QC QC QUALITY CHECKED UNLESS OTHERWISE INDICATED.

31 JIM HARRIS LIC#: M125761

Service order form with sections: P & A CODE, SERVICE INSTALLED PARTS, APPROVAL CODE OR NO., DESCRIPTION, TOTALS, and a signature line for the customer.

DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose...

CUSTOMER COPY

# FAIRLANE FORD SALES, INC.

9457674

1 6 7 1 9 0



JUST EAST OF SOUTHFIELD  
14585 Michigan Ave. P.O. Box 646  
DEARBORN, MICHIGAN 48126

PHONE: (313) 848-5000  
FAX: (313) 848-7366  
ST. # F-108640

www.fairlaneford.com

INVOICE



PAGE 2

SERVICE ADVISOR: 2960 PAUL KANODE

DEARBORN MI  
HOME: [REDACTED]

BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	RELEASE IN CTRY	TAD	
TK	02	FORD EXPLORER	1FMZU72E02U [REDACTED]	[REDACTED]	27353/27353	T4557	
DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PD NO.	RATE	PAYMENT	INV DATE
08NOV2001	09OCT01	08NOV2004	16:00	26FEB04	76.00	CASH	26FEB2004

R.O. OPENED READY OPTIONS: STK:26009 DLR:030508  
ENG:4.0 Liter\_EFI-SOHC TRN:44R

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:				0.00		0.00	0.00
LABOR:				0.00		0.00	0.00
OTHER:				0.00		0.00	0.00
TOTAL LINE C:						0.00	0.00

27353 OK #12JH

D NOTE: Previous Customer Concerns

D GAVE CUSTOMER WASH TICKET

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

EST: 38.00 26FEB04 09:38 SA: 296

LC: REF. RO: 163648 SVC PART  
DATE: 12/15/03 SVC PART  
DIS PRICE: 2902

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

P & A CODE: 03060-8 TAX I.D. NO. A-38-1890478				SERVICE INSTALLED PARTS			APPROVAL CODE OR NO.	DESCRIPTION	TOTALS	
SUB TOTAL	ALLOWANCE	PLS PRICD OFF	LESS REC.	DATE INSTALLED	ACCUSED MILEAGE	ORIGINAL R.D. NUMBER		LABOR AMOUNT	0.00	
				MO. DAY YR.	NO IDENTIF		COMMITMENT CODE	PARTS AMOUNT	0.00	
(CHECK / APPROPRIATE BOX)				PROGRAM CODE(S)	REPAIR 1	REPAIR 2	REPAIR 3	GAS, OIL, LUBE	0.00	
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT		DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.					SUBLET AMOUNT	0.00
PARTS \$ LABOR \$ TOTAL \$				DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.					MISC. CHARGES	0.00
AUTHORIZED SIGNATURE AND DATE				BUYER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE.					TOTAL CHARGES	0.00
				SIGNED					LESS INSURANCE	0.00
									SALES TAX	0.00
									PLEASE PAY THIS AMOUNT	0.00

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 306)

# FAIRLANE FORD SALES, INC.

9457674

172291



JUST EAST OF SOUTHFIELD  
 14585 Michigan Ave. P.O. Box 648  
 DEARBORN, MICHIGAN 48126  
 PHONE: (313) 848-5000  
 FAX: (313) 848-7366  
 ST. # F-106640  
 www.fairlaneford.com

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 6110 JOSEPH WHITMAN

DEARBORN, MT  
HOME: [REDACTED]

BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
TK	02	FORD EXPLORER	1FMZU72E02U [REDACTED]	[REDACTED]	31076/31076	T3723	
DEL DATE	PROD DATE	WARR INFO	PROMISED	PC NO	RATE	PAYMENT	INV DATE
08NOV2001	09OCT01	08NOV2004	17:00	03JUN04	76.00	CASH	03JUN2004

R.O. OPENED: [REDACTED] READY: [REDACTED]  
 OPTIONS: STK:26009 DLR:030508  
 ENG:4.0\_Liter\_EFI-SOHC TRN:44R

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
A	IOAP	** SA:	DELETE LINE A & ADD WARR INFO **?					
		9999	C	0.00		0.00	0.00	
		1 WPR	3C529.GD				0.00	
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

B D36 CK THE VEH FOR A BUCKING AND JERKING WHILE TRYING TO ACCELARATE  
 WAS INTERMITTEN NOW SEEMS LIKE ITS DOING IT ALL THE TIME DIAG  
 AND ADVISE \$114.00

VEHIO DIAG CHARGE, CUSTOMER DECLINED REPAIRS  
 17 DEMAGGIO, RANDY LIC#: [REDACTED]

	C	1.00				76.00	76.00	
PARTS:		0.00	LABOR:	76.00	OTHER:	0.00	TOTAL LINE B:	76.00

31076 1.0 HRS CASH DIAG VEH BUCKS AND JERKS ON ACCEL, ROAD TEST TO  
 VERIFY CONCERN, PINPOINTING CONCERN IS COMING FROM T-CASE, HOOK UP  
 NGS, RETRIEVE CODES FROM 4X4 MODULE, NO DTC PRESENT, RUN OASIS, MEASURE  
 TIRE CIRCUMFERENCES PER FSM 15577 LF 901/2, LR 91 KF 907/8 RR 89, ALL  
 TIRES ARE OFF MORE THAN A QUARTER INCH WHICH IS CAUSING AXLE BIND,  
 ADVISE AND GIVE CUSTOMER ESTIMATE ON REPLACING TIRES

P01 CK THE GEAR SELECTION CUST SAYS WHILE TRYING TO PUT THE VEH INTO  
 PARK FORM DRIVE DIAG AND ADVISE \$76.00  
 CAUSE: 31076 41 CK OFF SHIFTER FOR GOING BACK IN PARK WOULD NOT GO AT  
 TIMES CK OUT AND HAD TO REPLACE COLUMN ASSY.WITH SHIFTER  
 ASSY RECK OK

3514A STEERING COLUMN ASSEMBLY - REMOVE AND  
 INSTALL (3521) - L  
 8 LATENDRESSE, TOM LIC#: M133808

	WOL	1.20					(N/C)
	1 3L2Z*3C529*EA	COLUMN ASY-STNG					(N/C)

REC: P01 41 [REDACTED] UNLESS OTHERWISE INDICATED.  
 PART#: 3L2Z\*3C529\*EA

P & A CODE: 09080-8 TAX I.D. NO. A-99-199478				SERVICE INSTALLED PARTS			APPROVAL CODE OR NO.	DESCRIPTION	TOTALS	
SUB TOTAL	ALLOWANCE	ADJ PRCNT DOW	USE FEE	DATE INSTALLED	ACCUSED MILEAGE	ORIGINAL R.O. NUMBER		LABOR AMOUNT		
				NO. DAY	HR.	QTY PARTS		PARTS AMOUNT		
(CHECK (✓) APPROPRIATE BOX)				PROGRAM CODE(S)	REPAIR 1	REPAIR 2	COMMITMENT CODE	GAS, OIL, LUBE		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					SUBLET AMOUNT		
PARTS				ON BEHALF OF SERVICING DEALER I HEREBY CERTIFY THAT THE INFORMATION HEREON IS ACCURATE UNLESS OTHERWISE KNOWN. 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 THE CLAIM HAD BEEN CONNECTED WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 3 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.					MISC. CHARGES	
LABOR				CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.					TOTAL CHARGES	
TOTAL				SIGNED _____					LESS INSURANCE	
AUTHORIZED SIGNATURE AND DATE				SIGNED _____					SALES TAX	
				By X _____					PLEASE PAY THIS AMOUNT	
				CERTIFICATION - ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300).						

DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Fairlane Ford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER COPY

# FAIRLANE FORD SALES, INC.

JUST EAST OF SOUTHFIELD  
 14585 Michigan Ave. P.O. Box 846  
 DEARBORN, MICHIGAN 48128  
 PHONE: (313) 848-5000  
 FAX: (313) 848-7385  
 ST. # F-100840  
 www.fairlaneford.com

9457674

1 7 2 2 9 1



\*INVOICE\*

PAGE 2



SERVICE ADVISOR: 6110 JOSEPH WHITMAN

DEARBORN, MI  
HOME:

BOB:

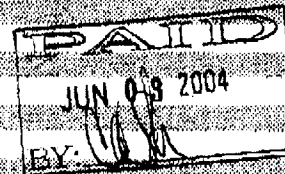
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE INFO	PAGE	
TK	02	FORD EXPLORER	1FMZU72E02T		31076/31076	T3723	
DEL DATE	PRCD DATE	WARR EXP	PROMISED	RO NO	DATE	PAYMENT	INV DATE
08NOV2001	09OCT01	08NOV2004	17:00	03JUN04		76.00 CASH	03JUN2004
R.O. OPENED	READY	OPTIONS: STK:26009 DLR:030508					
14:47	02JUN04	17:15	03JUN04	ENG:4.0 Liter EFI-SOHC TRN:44R			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
CLAIM TYPE:							
ADJN CODE:							
7708							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

31076 AT CR OUT SHIFTER FOR GOING BACK IN PARK WOULD NOT GO AT TIMES CR  
 OUT AND HAD TO REPLACE COLUMN ASSY WITH SHIFTER ASSY. RECK OK

EST: 190.00 02JUN04 14:47 SA: 611

SHOP SUPPLIES AND MATERIALS 7.60



ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

P & A CODE: 03080-9 TAX I.D. NO. A-98-1690478	SERVICE INSTALLED PARTS	APPROVAL CODE OR NO.	DESCRIPTION	TOTALS
SUB TOTAL ALLOWANCE PLUS MISC DPT. LESS NET.	DATE INSTALLED ACCURD MESSAGE ORIGINAL P.O. NUMBER		LABOR AMOUNT	76.00
(CHECK [X] APPROPRIATE BOX)	MO. DAY YR. NO TENTHS	COMMITMENT CODE	PARTS AMOUNT	0.00
CLAIM REVIEW AUTHORIZATION TO SUBMIT CLAIM PAID SOME OUT	REPAIR 1 REPAIR 2 REPAIR 3		GAS, OIL, LUBE	0.00
PARTS LABOR TOTAL	PROG NAME (CODE)		SUBLET AMOUNT	0.00
AUTHORIZED SIGNATURE AND DATE	ON BEHALF OF SERVICE DEALER, I HEREBY CERTIFY THAT THE INFORMATION 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 THE CLAIM HAD BEEN CONNECTED WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THE CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY REPRESENTATIVE OF FORD.		MISC. CHARGES	7.60
DISCLAIMER OF WARRANTIES-Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.	CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE AND RECEIPT OF INVOICE		TOTAL CHARGES	83.60
	SIGNED		LESS INSURANCE	0.00
			SALES TAX	0.46
			LEASE PAY	
			AMOUNT	84.06

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 303)

# FAIRLANE FORD SALES, INC.

CUSTOMER #: 9457674

1 7 2 2 9 1



JUST EAST OF SOUTHFIELD  
14585 Michigan Ave. P.O. Box 648  
DEARBORN, MICHIGAN 48128  
PHONE: (313) 846-5000  
FAX: (313) 846-3146  
www.fairlaneford.com  
ST. # F-106640

WORKORDER

PAGE 2



DEARBORN, MI

HOME:

BUS:

SERVICE ADVISOR: 6110 WHITMAN, JOSEPH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
TK	02	FORD EXPLORER	1FMZU72E02U		31076/	T3723	
DEL DATE	PROD DATE	WAHR EXP	PROMISED	PERIOD	RATE	PAYMENT	INV DATE
08NOV2001	09OCT01	08NOV2004	17:00	03JUN04	76.00	CASH	
R.O. OPENED		READY	OPTIONS: STK:26009 DLR:030508				
02JUN2004 14:47			ENG:4.0_Liter_EFI-SOHC TRN:44R				

LINE	OP CODE	TECH	TYPE	DESCRIPTION/INSTRUCTIONS
1	P01	C		P01 CK THE GEAR SELECTOR CUST SAYS WHILE TRYING TO PUT THE VEH INTO PARK FORM DRIVE DIAG AND ADVISE \$76.00
				EST: MISC 76.00 TOTAL 76.00

Preliminary Estimate : \$190.00

ORIGINAL ESTIMATE \$ (PARTS & LABOR)	ADD'L REPAIRS OK'D BY	CUSTOMER ACCEPTANCE X	I hereby authorize the below repair work to be done along with necessary materials You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition. I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN. SIGNATURE X _____
AUTHORIZED ADDITIONS \$	X	WAIVER LIMIT \$	
TOTAL \$	DATE	TIME	

**DISCLAIMER OF WARRANTIES**  
The manufacturer's warranty is the only warranty applicable to the parts installed hereby and shall be determined solely by the terms of such warranty. FAIRLANE FORD disclaims all warranties, either express, implied or statutory pertaining to the parts and labor described herein. Including without limitation, implied warranty of merchantability or fitness. FAIRLANE FORD neither assumes nor authorizes any person to assume for it any obligation or liability in connection with such parts or labor.

<p><b>WAIVER OF RIGHT TO ESTIMATE</b> I VOLUNTARILY REQUEST FAIRLANE FORD TO PROVIDE SERVICES OR PARTS IN THE REPAIR OF THE BELOW DESCRIBED MOTOR VEHICLE WITHOUT RECEIVING AN ESTIMATE OF REPAIR COSTS BY SIGNING THIS FORM. I UNDERSTAND THAT I WILL GIVE UP MY RIGHTS TO:</p> <ol style="list-style-type: none"> <li>1. RECEIVE A WRITTEN ESTIMATE OF THE COSTS FOR REPAIRS.</li> <li>2. APPROVE IN ADVANCE ANY REPAIRS OR COSTS WITH A TOTAL COSTS UNDER \$ _____ AND</li> <li>3. REFUSE TO PAY FOR REPAIRS WITH A TOTAL COST LESS THAN THE AMOUNT STATED ABOVE.</li> </ol> <p>THE FACILITY MAY EXCEED THE AMOUNT STATED ABOVE ONLY AFTER I GIVE MY WRITTEN OR ORAL APPROVAL.</p> <p>Motor Vehicle Description: _____ Date _____ Time _____</p>	<p><b>ADDITIONAL INFORMATION AND WARRANTIES</b> You will be notified upon completion of any diagnostic work necessary to estimate the cost of repair, or if the actual charges will exceed the written estimate, including any additional authorized charges, by 10% or 10%, whichever is greater, not to exceed \$50. If you are so notified, you may orally or in writing authorize, modify or cancel the order for repair.</p> <p>A token charge is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, zinc plus electrolyte, shellac, solvent, gas, carburetor cleaner, solder, battery fluid, wire.</p>	<p>REPLACED PARTS REQUESTED BY CUSTOMER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED</p>
---	--	---

**C**ONSUMER<sup>SM</sup>  
**L**EGAL  
**S**ERVICES, P.C.

ATTORNEYS AND COUNSELORS  
www.lemonauto.com

30928 FORD ROAD  
GARDEN CITY, MI 48135  
(734) 261-4700  
FAX: (734) 261-4737

RONALD J. BOLZ  
CHRISTOPHER M. LOVASZ  
STEVEN S. TOTH  
MARK P. ROMANO  
STEVEN G. STANCROFF  
TROY T. GORMAN  
CHRISTOPHER A. WINKLER  
MATTHEW W. DELEZENNE  
KARL P. HEIL  
BRIAN M. PERKINS

August 9, 2004

Julie Turla  
14585 Michigan Avenue  
Dearborn, MI 48126

RE: 2002 Ford Explorer  
VIN: 1FMZU72E02U [REDACTED]

Dear Ms. Turla:

Please be advised that I represent [REDACTED] regarding the above-referenced vehicle leased from Fairlane Ford Sales, Inc. on or about November 8, 2001. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2002 Explorer and is prepared to file suit to effect revocation of acceptance, cancellation of the lease, return of the vehicle, and payment to her of all monies expended, putting her back in the position she was prior to the contract.

[REDACTED] intends to hold Fairlane Ford Sales, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing her rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

**EXHIBIT C**

921 28<sup>TH</sup> STREET S.E.  
GRAND RAPIDS, MI 49508  
(616) 452-2000  
FAX: (616) 452-2021

4680 W. HOUGHTON LAKE DRIVE  
HOUGHTON LAKE, MI 48629  
(989) 366-1006  
FAX: (989) 366-4005

G-6044 S. SAGINAW ST.  
GRAND BLANC, MI 48439  
(810) 603-2676  
FAX: (810) 603-2677

PE09-020 0231 LC

Ms. Julie Turla  
August 9, 2004  
Page Two

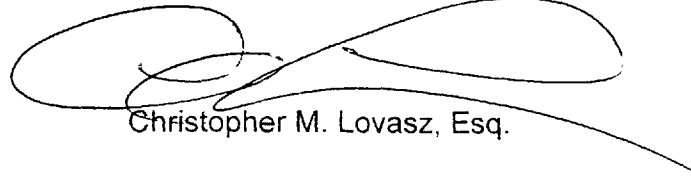
Since the date [REDACTED] took delivery, the vehicle has been in for repairs on at least four (4) different occasions.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

**CONSUMER LEGAL SERVICES, P.C.**



Christopher M. Lovasz, Esq.

CML/jmy

CC: [REDACTED]



**Customer Info**

**Customer:** [REDACTED] **Primary Phone:** [REDACTED] **Secondary Phone:** [REDACTED]  
**Address:** [REDACTED] DEARBORN MI [REDACTED]  
**Country:** USA **Language:** EN  
**Cell Phone:** [REDACTED] **Pager:**  
**Preferred Contact method:** **Fax:**  
**Preferred Contact Time:** **Email:** [REDACTED]



**VIN**

1FMDU72X3YZ [REDACTED]

1FMZU72E02U [REDACTED]

**Vehicle List**

<b>Year</b>	<b>Model</b>	<b>Sales Type</b>	<b>Owner Status</b>	<b>Vehicle Info</b>
2000	EXPLORER	A/X/Z PLAN RCL	Original Owner	Oasis
No Open Issues				Warranty History
2002	EXPLORER	A/Z PLAN RTL	Original Owner	Oasis
Open Issues Exist				Warranty History

ESP / Recall Information

VIN: 1FMZU72E02U[REDACTED]

No ESP Information for this VIN

-----Recall Information-----

-----Field Service Action-----

Number	Type	Description	Status	Status Date	Dealer Code
02M01	CUST SAT PGM - MULTI REPAIR	TUBE-MOUNTED EGR PRESSURE SENSOR - ADDITIONAL COVERAGE OF 2 YRS/24,000 MILES - SEE BULLETIN 02M01 FOR 2002 2.0L ZETEC FOCUS' W/DASH MOUNTED EGR PRESSURE SENSOR	OPEN - LAUNCHED		

**Dealer Information**

<b>FCSD Region</b>	<b>Sales Region</b>	<b>Sales Zone</b>	<b>Market</b>	<b>P&amp;A Code</b>	<b>Sales Code</b>
48-DETROIT	48-DETROIT	D	B1	03050	F48020

---

<b>Dealer Name:</b>	FAIRLANE FORD SALES, INC.		
<b>Dealer Address:</b>	14585 MICHIGAN AVE DEARBORN MI 48126		
<b>Dealer Main Phone:</b>	313-846-5000	<b>Dealer Service Phone:</b>	313-846-5000

---

<b>Position</b>	<b>Employee Name</b>
DEALER/PARTNER	MARVIN WALKER
DEALER/PARTNER	JULIE TURLA
DEALER/PARTNER	JOSEPH WALKER
PARTS MANAGER	PHILLIP J WOOLLEY
PARTS & SERVICE DIRECTOR	TIMOTHY LIVERNOIS
SALES MANAGER	PAUL D MARRA
SALES MANAGER	MICHAEL K MCDONALD
SERVICE MANAGER	JAMES HARRIS

<b>Service Hours</b>	7AM-5:30PM M-F
<b>Directions</b>	JUST EAST OF SOUTHFIELD FREEWAY
<b>Trained</b>	N
<b>Additional Information</b>	DEDICATED MAINTENANCE TEAM, PICK- UP AND DELIVER SHUTTLE

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
7/28/2004	[REDACTED]	1FMZU72E02U [REDACTED]	2002 EXPLORER	06
PENDING	DSB-OTHER REQUESTED-VEH DOESN'T MEET EXPECT	388343521		
6/21/2004	[REDACTED]	1FMZU72E02U [REDACTED]	2002 EXPLORER	04
CLOSED	CI - DEMAND LETTER	388343521		
6/18/2004	[REDACTED]	1FMZU72E02U [REDACTED]	2002 EXPLORER	01
INQUIRY	DSB-APPLICATION INCOMPLETE; RET'D TO CUST	388343521		
6/4/2004	[REDACTED]	1FMZU72E02U [REDACTED]	2002 EXPLORER	02
CLOSED	PRODUCT - NEGATIVE FEEDBACK	388343521		
12/18/2001	[REDACTED]	1FMZU72E02U [REDACTED]	2002 EXPLORER	01
CLOSED	MISC INQUIRY - GENERAL/OTHER	388343521		



<b>A</b>		MM DD YYYY 11 01 2005	FDID * 07502	State * GA	Station 51	Incident Number * 05-0001719	Exposure * 000	<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	NFIRS -1 Basic
<b>B Location*</b> <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B "Alternative Location Specification". Use only for Wildland fires.									
<input checked="" type="checkbox"/> Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions									
100 POSTMASTER DR McDONOUGH GA 30253 <small>Number/Milepost Prefix Street or Highway Street Type Suffix Apt./Suite/Room City State Zip Code</small>									
<b>C Incident Type *</b>			<b>E1 Date &amp; Times</b>				<b>E2 Shift &amp; Alarms</b>		
323 Motor vehicle/pedestrian			Check boxes if dates are the same as Alarm Date. ALARM always required Alarm * 11 01 2005 18:09:00 Arrival * 11 01 2005 18:12:00 Controlled 11 01 2005 18:53:00 Last Unit 11 01 2005 18:53:00 Cleared 11 01 2005 18:53:00				Local Option B 01 IN Shift or Alarms District Platoon		
<b>D Aid Given or Received*</b>			<b>E3 Special Studies</b>						
1 <input type="checkbox"/> Mutual aid received 2 <input checked="" type="checkbox"/> Automatic aid recv. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given N <input type="checkbox"/> None			Their FID# Their State Their Incident Number				Local Option Special Study ID# Special Study Value		
<b>F Actions Taken *</b>			<b>G1 Resources *</b>			<b>G2 Estimated Dollar Losses &amp; Values</b>			
31 Provide first aid &			<input checked="" type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression EMS 0001 0003 Other <input type="checkbox"/> Check box if resource counts include aid received resources.			LOSSES: Required for all fires if known. Optional for non fires. None Property \$ 000,000 Contents \$ 000,000 PRE-INCIDENT VALUE: Optional Property \$ 000,000 Contents \$ 000,000			
<b>Completed Modules</b>		<b>H1* Casualties</b>		<b>H3 Hazardous Materials Release</b>			<b>I Mixed Use Property</b>		
<input type="checkbox"/> Fire-2 <input type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input type="checkbox"/> EMS-6 <input type="checkbox"/> HazMat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Arson-11		<input type="checkbox"/> None Deaths Injuries Fire Service Civilian <b>H2 Detector</b> Required for Confined Fires. 1 <input type="checkbox"/> Detector alerted occupants 2 <input type="checkbox"/> Detector did not alert them U <input type="checkbox"/> Unknown		<input type="checkbox"/> None 1 <input type="checkbox"/> Natural Gas: slow leak, no evaluation or HazMat actions 2 <input type="checkbox"/> Propane gas: <21 lb. tank (as in home BBQ grill) 3 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 4 <input type="checkbox"/> Kerosene: fuel burning equipment or portable storage 5 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable 6 <input type="checkbox"/> Household solvents: home/office spill, cleanup only 7 <input type="checkbox"/> Motor oil: from engine or portable container 8 <input type="checkbox"/> Paint: from paint cans totaling < 55 gallons 0 <input type="checkbox"/> Other: Special HazMat actions required or spill > 55gal. <small>Please complete the HazMat form</small>			NN <input type="checkbox"/> Not Mixed 10 <input type="checkbox"/> Assembly use 20 <input type="checkbox"/> Education use 33 <input type="checkbox"/> Medical use 40 <input type="checkbox"/> Residential use 51 <input type="checkbox"/> Row of stores 53 <input type="checkbox"/> Enclosed mall 58 <input type="checkbox"/> Bus. & Residential 59 <input type="checkbox"/> Office use 60 <input type="checkbox"/> Industrial use 63 <input type="checkbox"/> Military use 65 <input type="checkbox"/> Farm use 00 <input type="checkbox"/> Other mixed use		
<b>J Property Use* Structures</b>									
131 <input type="checkbox"/> Church, place of worship 161 <input type="checkbox"/> Restaurant or cafeteria 162 <input type="checkbox"/> Bar/Tavern or nightclub 213 <input type="checkbox"/> Elementary school or kindergarten 215 <input type="checkbox"/> High school or junior high 241 <input type="checkbox"/> College, adult education 311 <input type="checkbox"/> Care facility for the aged 331 <input type="checkbox"/> Hospital Outside 124 <input type="checkbox"/> Playground or park 655 <input type="checkbox"/> Crops or orchard 669 <input type="checkbox"/> Forest (timberland) 807 <input type="checkbox"/> Outdoor storage area 919 <input type="checkbox"/> Dump or sanitary landfill 931 <input type="checkbox"/> Open land or field									
341 <input type="checkbox"/> Clinic, clinic type infirmary 342 <input type="checkbox"/> Doctor/dentist office 361 <input type="checkbox"/> Prison or jail, not juvenile 419 <input type="checkbox"/> 1-or 2-family dwelling 429 <input type="checkbox"/> Multi-family dwelling 439 <input type="checkbox"/> Rooming/boarding house 449 <input type="checkbox"/> Commercial hotel or motel 459 <input type="checkbox"/> Residential, board and care 464 <input type="checkbox"/> Dormitory/barracks 519 <input type="checkbox"/> Food and beverage sales 539 <input type="checkbox"/> Household goods, sales, repairs 579 <input type="checkbox"/> Motor vehicle/boat sales/repair 571 <input type="checkbox"/> Gas or service station 599 <input type="checkbox"/> Business office 615 <input type="checkbox"/> Electric generating plant 629 <input type="checkbox"/> Laboratory/science lab 700 <input type="checkbox"/> Manufacturing plant 819 <input type="checkbox"/> Livestock/poultry storage (barn) 882 <input type="checkbox"/> Non-residential parking garage 891 <input type="checkbox"/> Warehouse 936 <input type="checkbox"/> Vacant lot 938 <input type="checkbox"/> Graded/care for plot of land 946 <input type="checkbox"/> Lake, river, stream 951 <input type="checkbox"/> Railroad right of way 960 <input type="checkbox"/> Other street 961 <input type="checkbox"/> Highway/divided highway 962 <input type="checkbox"/> Residential street/driveway 981 <input type="checkbox"/> Construction site 984 <input type="checkbox"/> Industrial plant yard									
Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use 596 Post office or mailing firms NFIRS-1 Revision 03/11/99									

**K1 Person/Entity Involved**

Local Option

Business name (if applicable)

Area Code

Phone Number

 Check this box if same address as incident location. Then skip the three duplicate address lines.

<input type="checkbox"/>	Mr., Ms., Mrs.	First Name	MI	Last Name	Suffix
<input type="checkbox"/>	Number	Prefix	Street or Highway	Street Type	Suffix
<input type="checkbox"/>	Post Office Box	Apt./Suite/Room	City		
<input type="checkbox"/>	State	Zip Code			

 More people involved? Check this box and attach Supplemental Forms (NFIRS-15) as necessary
**K2 Owner**
 Same as person involved? Then check this box and skip the rest of this section.

Local Option

Business name (if applicable)

Area Code

Phone Number

 Check this box if same address as incident location. Then skip the three duplicate address lines.

<input type="checkbox"/>	Mr., Ms., Mrs.	First Name	MI	Last Name	Suffix
<input type="checkbox"/>	Number	Prefix	Street or Highway	Street Type	Suffix
<input type="checkbox"/>	Post Office Box	Apt./Suite/Room	City		
<input type="checkbox"/>	State	Zip Code			

**L Remarks**

Local Option

MFD E-51 RESPONDED TO 100 POSTMASTER DR TO A PERSON RAN OVER BY A CAR. UPON ARRIVAL, UNIT FOUND A FEMALE PT LYING UNDER A CAR JUST BEHIND THE FRONT DRIVER SIDE TIRE. THE TIRE WAS NOT ON TOP OF THE PT BUT CAME TO REST JUST ABOVE THE PATIENT'S LEFT FEMUR. E-51 PERSONNEL CHECKED TO MAKE SURE THE VEHICLE WAS IN PARK AND THAT THE EMERGENCY BRAKE WAS ACTIVATED. PERSONNEL OBTAINED C-SPINE ON THE PT AND PLACED HER IN A C-COLLAR. HCFD R-1 ARRIVED ON SCENE AND ASSISTED IN SLIDING THE PT OUT FROM UNDER THE CAR AND ONTO A BACKBOARD. THE PT WAS THEN LOADED INTO R-1. E-51 WAS SENT TO THE PARKING LOT OF THE SAVE-RIGHT TO SET UP AN LANDING ZONE FOR THE AIR AMBULANCE PER HCFD BAT-1. E-51 SET UP A LANDING ZONE WITH THE ASSISTANCE OF MPD AND EMORY FLIGHT LANDED SHORTLY AFTERWARDS. R-1 ARRIVED WITH THE PT AND PT WAS TRANSPORTED TO EMORY BY AIR AMBULANCE AND E-51 THEN RETURNED TO SERVICE.

**I Authorization**

2205

Officer in charge ID

WILLIAMS, DAVE

Signature

SGT

Position or rank

Assignment

11

Month

01

Day

2005

Year

 Check Box if same as Officer in charge.

2215

Member making report ID

JENKINS, BUDDY

Signature

FF

Position or rank

Assignment

11

Month

01

Day

2005

Year



FDID \* 07502 \* State \* GA \* Incident Date \* 11 1 2005 \* Station 51 \* Incident Number \* 05-0001719 \* Exposure \* 000 \*

Complete Narrative

Narrative:

MFD E-51 RESPONDED TO 100 POSTMASTER DR TO A PERSON RAN OVER BY A CAR. UPON ARRIVAL, UNIT FOUND A FEMALE PT LYING UNDER A CAR JUST BEHIND THE FRONT DRIVER SIDE TIRE. THE TIRE WAS NOT ON TOP OF THE PT BUT CAME TO REST JUST ABOVE THE PATIENTS LEFT FEMUR. E-51 PERSONNEL CHECKED TO MAKE SURE THE VEHICLE WAS IN PARK AND THAT THE EMERGENCY BRAKE WAS ACTIVATED. PERSONNEL OBTAINED C-SPINE ON THE PT AND PLACED HER IN A C-COLLAR. HCFD R-1 ARRIVED ON SCENE AND ASSISTED IN SLIDING THE PT OUT FROM UNDER THE CAR AND ONTO A BACKBOARD. THE PT WAS THEN LOADED INTO R-1. E-51 WAS SENT TO THE PARKING LOT OF THE SAVE-RIGHT TO SET UP AN LANDING ZONE FOR THE AIR AMBULANCE PER HCFD BAT-1. E-51 SET UP A LANDING ZONE WITH THE ASSISTANCE OF MPD AND EMORY FLIGHT LANDED SHORTLY AFTERWARDS. R-1 ARRIVED WITH THE PT AND PT WAS TRANSPORTED TO EMORY BY AIR AMBULANCE AND E-51 THEN RETURNED TO SERVICE.

**A** FDID  \* State  \* Incident Date    \* Station  Incident Number  \* Exposure  \*  Delete  Change
 NFIRS - 9 Apparatus or Resources

B Apparatus or * Resource	Date and Times		Sent <input type="checkbox"/>	Number of * People	Use <small>Check ONE box for each apparatus to indicate its main use at the incident.</small>	Actions Taken
	Check if same as alarm date Month Day Year Hour Min					
1 ID <input type="text" value="E-51"/> Type <input type="text" value="11"/>	Dispatch <input checked="" type="checkbox"/>	<input type="text" value="11"/> <input type="text" value="1"/> <input type="text" value="2005"/> <input type="text" value="18:09"/>	<input checked="" type="checkbox"/>	<input type="text" value="3"/>	<input type="checkbox"/> Suppression <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
2 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
3 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
4 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
5 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
6 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
7 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
8 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>
9 ID <input type="text"/> Type <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="text"/> <input type="text"/>

Type of Apparatus or Resources

- Ground Fire Suppression
- 11 Engine
- 12 Truck or aerial
- 13 Quint
- 14 Tanker & pumper combination
- 16 Brush truck
- 17 ARF (Aircraft Rescue and Firefighting)
- 10 Ground fire suppression, other
- Heavy Ground Equipment
- 21 Dozer or plow
- 22 Tractor
- 24 Tanker or tender
- 20 Heavy equipment, other
- Aircraft
- 41 Aircraft: fixed wing tanker
- 42 Helitanker
- 43 Helicopter
- 40 Aircraft, other

- Marine Equipment
- 51 Fire boat with pump
- 52 Boat, no pump
- 50 Marine apparatus, other
- Support Equipment
- 61 Breathing apparatus support
- 62 Light and air unit
- 60 Support apparatus, other
- Medical & Rescue
- 71 Rescue unit
- 72 Urban Search & rescue unit
- 73 High angle rescue unit
- 75 BLS unit
- 76 ALS unit
- 70 Medical and rescue unit, other

More Apparatus?  
 Use Additional  
 Sheets

- Other
- 91 Mobile command post
- 92 Chief officer car
- 93 HazMat unit
- 94 Type 1 hand crew
- 95 Type 2 hand crew
- 99 Privately owned vehicle
- 00 Other apparatus/resource
- NN None
- UU Undetermined

**A** FDID  \* State  \* Incident Date    \* Station  Incident Number  \* Exposure  \*  Delete  Change **NFIRS - 10 Personnel**

**B Apparatus or Resource** \* **Date and Times** Check if same as alarm date  
 Use codes listed below Month Day Year Hours/mins  
 Sent  Number of People  Use Check ONE box for each apparatus to indicate its main use at the incident.  Suppression  EMS  Other  
 Actions Taken List up to 4 actions for each apparatus and each personnel.

**1** ID  Dispatch      Sent    Suppression  EMS  Other  
 Type  Arrival      Clear

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
2205	WILLIAMS, DAVE	SGT	X				
2215	JENKINS, BUDDY	FFE	X				
2219	DUNCAN, BOBBY	FFE	X				

**2** ID  Dispatch      Sent    Suppression  EMS  Other  
 Type  Arrival      Clear

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

**3** ID  Dispatch      Sent    Suppression  EMS  Other  
 Type  Arrival      Clear

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

07502 FDID	GA State	11 Incident Date	1	2005	51 Station	05-0001719 Incident Number	000 Exposure	Responding Units/Personnel
---------------	-------------	---------------------	---	------	---------------	-------------------------------	-----------------	-------------------------------

Unit	Notify Time	Enroute Time	Arrival Time	Cleared Time
E-51 Engine 51	18:09:00	18:10:00	18:12:00	18:53:00

Staff ID\Staff Name	Activity	Rank	Position	Role
2205 WILLIAMS, DAVE	Motor Vehicle Co	SERGEANT	Sergeant	
2215 JENKINS, BUDDY	Motor Vehicle Co	Firefighter	Firefighter/	
2219 DUNCAN, BOBBY	Motor Vehicle Co	Firefighter	Firefighter/	

07502 FDID *	GA State *	MM 11	DD 1	YYYY 2005	51 Station	05-0001719 Incident Number *	000 Exposure *	Responding Personnel	
-----------------	---------------	----------	---------	--------------	---------------	---------------------------------	-------------------	-------------------------	--

Staff ID\Staff Name	Unit	Activity	Position	Rank	PayScl	Hrs	HrsPd	Pts
2205 WILLIAMS, DAVE	E-51	MVC Motor Vehicle	SG	SGT		0.73	0.73	0.00
2215 JENKINS, BUDDY	E-51 X	MVC Motor Vehicle	FF	FFE		0.73	0.73	0.00
2219 DUNCAN, BOBBY	E-51	MVC Motor Vehicle	FF	FFE		0.73	0.73	0.00

Total Participants: 3

Total Personnel Hours: 2.19

An 'X' next to the unit denotes driver.

GEORGIA UNIFORM MOTOR VEHICLE PRIVATE PROPERTY ACCIDENT REPORT  
THIS FORM TO BE USED FOR PRIVATE PROPERTY ONLY  
\*\*\*\*\*

Case Number 05-11-06603 Date 11/01/2005 Time Officer Notified 18:10  
County HENRY City MCDONOUGH Time Officer Arrived 18:12

Location of Accident 100 POSTMASTER DR

Driver # 1 [REDACTED] Sex F Race WHITE D.O.B. [REDACTED]

Driver's License # [REDACTED] State GA Class C Expiration Date 07/29/2005

Vehicle Owner, Address and Phone # [REDACTED] MCDONOUGH, GA [REDACTED]

Vehicle # 1 Make FORD Model EXPLORER Year 2004 Tag # [REDACTED] Year 2006 State GA

Insurance Company and Policy # UNKNOWN UNKNOWN

Damage to Vehicle: NONE

\*\*\*\*\*

Driver # 2 \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ D.O.B. \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Class \_\_\_\_\_ Expiration Date \_\_\_\_\_

Vehicle Owner, Address and Phone # \_\_\_\_\_

Vehicle # 2 Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Tag # \_\_\_\_\_ Year \_\_\_\_\_ State \_\_\_\_\_

Insurance Company and Policy # \_\_\_\_\_

Damage to Vehicle: \_\_\_\_\_

Other Property Damage -

Injuries:

Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Vehicle # \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Vehicle # \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Vehicle # \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Vehicle # \_\_\_\_\_

Vehicle # 1 Towed by \_\_\_\_\_ Vehicle # 2 Towed by \_\_\_\_\_

Officer OFFICER R L GARDNER Badge # 2119 Agency MCDONOUGH POLICE DEPARTMENT

Supervisor [Signature]

DPS MICRO FILM NUMBER  
(DO NOT WRITE IN THIS SPACE) \_\_\_\_\_

MAIL TO: Accident Reporting, P. O. Box 1456 Atlanta, Georgia 30371

DPS - 523B (1/88)

Remarks

DR#1 EXITED V#1 AFTER PARKING IN A PARKING SPACE.  
V#1 ROLLED BACK AND PINNED DR#1 UNDER THE VEHICLE.  
DR#1 COMPLAINED OF BACK PAINS AND WAS FLOWN BY AIR AMBULANCE TO GRADY MEMORIAL HOSPITAL.  
NO CITATIONS WERE ISSUED.

Witnesses:

Name

Address

Phone

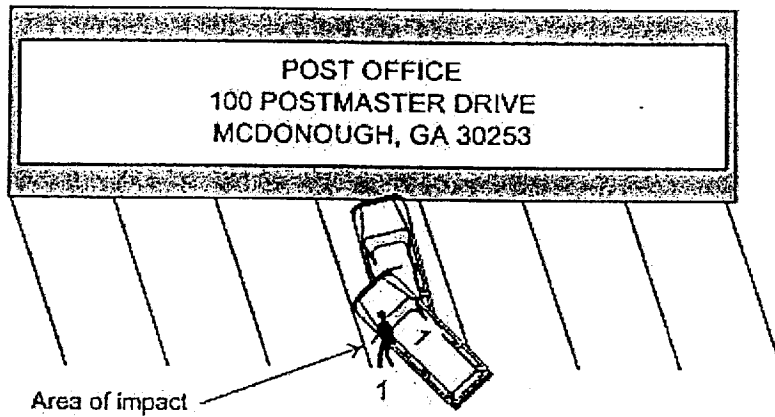
---

---

---

Diagram

Not To Scale



SR 155

# Butler, Wooten & Fryhofer, LLP

Trial Lawyers

2719 Buford Highway

Atlanta, Georgia 30324

(404) 321-1700

Wats 1-800-242-2962

Fax (404) 321-1713

Columbus, Georgia

(706) 322-1990

Wats 1-800-233-4086

Fax (706) 323-2962

www.butlerwooten.com

Columbus Office:  
P.O. Box 2766  
Columbus, GA 31902

Reply To:

Atlanta

James E. Butler, Jr., P.C.\*  
Joel O. Wooten, Jr.  
George W. Fryhofer III \*\*  
Matthew E. Cook  
Leigh Martin May  
Kate S. Cook  
Alan J. Hamilton  
Brandon L. Peak  
\*admitted in Ala. & Ga.  
\*\*admitted in Ga., Mass., & Tx.



JUL - 9 2007

July 3, 2007

VIA FACSIMILE (313) 390-2107


and U.S. MAIL

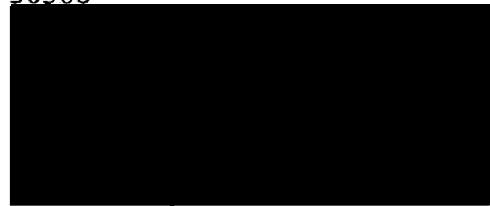
Shawn Norton  
Ford Motor Company  
300 Parklane Towers West  
3 Parklane Boulevard  
Detroit, MI 48126

VIA FACSIMILE (404) 527-4198

and U.S. MAIL

Jill Kuhn  
McKenna Long & Aldridge, LLP  
303 Peachtree Street, NE  
Suite 5300  
Atlanta, GA 30308

Re: 2004 Ford Explorer  
VIN 1FMZU62KX4U 



Dear Mr. Norton and Ms. Kuhn:

DOZ: 11/05

We are investigating a potential park to reverse claim against Ford and the manufacturer of the transmission in the above-referenced vehicle.

Please provide us with the name and address of the manufacturer of the transmission in the subject vehicle.

Very truly yours,

BUTLER, WOOTEN & FRYHOFER, LLP

Brandon L. Peak

BLP/bt



COPY

THE STATE COURT OF DEKALB COUNTY  
STATE OF GEORGIA



Plaintiffs,

v.

FORD MOTOR COMPANY;  
LEGACY FORD MERCURY, INC.

Defendants.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

07A 74503-2


Civil Action File

STATE COURT OF  
DEKALB COUNTY, GA

2007 SEP 19 PM 3:33

FILED

**COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL**

COME NOW,  collectively,

“Plaintiffs”) and file this Complaint for Damages and Demand for Jury Trial and show the Court the following:

**PARTIES, JURISDICTION, VENUE & SERVICE OF PROCESS**

1.

Defendant Ford Motor Company (“Ford”) is a foreign corporation engaged in the business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles, trucks, and other types of vehicles in the state of Georgia and throughout the United States and elsewhere. Ford Motor Company is a Delaware corporation with its principal place of business in Michigan. Pursuant to the provisions of Georgia’s long-arm statute, O.C.G.A. § 9-10-91(a), (b) and (c), the Defendant Ford is subject to the *in personam* jurisdiction of this Court. Defendant Ford Motor Company may be served with process by delivering a summons and a copy of this Complaint to Ford’s registered agent

for service of process, Corporation Process Company, 180 Cherokee Street, NE, Marietta, Cobb County, Georgia 30060.

2.

Defendant Legacy Ford Mercury, Inc. ("Legacy") is a Georgia corporation in the business of selling Ford vehicles to the public and providing maintenance, recall and warranty work on vehicles manufactured by Defendant Ford. Defendant Legacy may be served with process by delivering summons and a copy of this Complaint to its registered office and registered agent for service of process, Michael Shuster, 1050 Crown Point Parkway, Atlanta, Dekalb County, Georgia 30338.

---

3.

This case is a tort action against Defendants, jointly and severally, and as such jurisdiction and venue are proper in this Court pursuant to O.C.G.A. § 9-10-31, 9-10-93, and O.C.G.A. § 14-2-501, 14-2-510.

**OPERATIVE FACTS**

4.

On September 27, 2004 Plaintiff [REDACTED] purchased a new 2004 Ford Explorer ("the [REDACTED] vehicle"), VIN 1FMZU62KX4U [REDACTED], from Defendant Legacy.

5.

On that same day an employee of Legacy performed a pre-delivery inspection of the vehicle.

6.

Shortly after purchasing the vehicle [REDACTED] began to experience difficulty in getting the vehicle to shift from park to reverse or from reverse to park. Further, when

the shifter was engaged the vehicle's transmission would delay before it would suddenly shift gears.

7.

The transmission also made a grinding or bumping noise when shifting from reverse to park or park to reverse.

8.

██████████ returned the vehicle to Legacy on several occasions and requested that the dealership repair the transmission to make it easier to shift.

9.

---

Even after requesting that Legacy repair the transmission ██████████ continued to have difficulty shifting the transmission and the vehicle continued to make a grinding and bumping noise when shifting.

10.

In January, 2005 Ford implemented Customer Satisfaction Program 04B22 on Ford vehicles equipped with 5R55S/5R55E/5R44E transmissions. The ██████████ vehicle was within the scope of that campaign.

11.

The purpose of the campaign was to address "delayed/harsh reverse engagement" of the transmissions in the affected vehicles.

12.

On March 8, 2005 Legacy performed the 04B22 work on the ██████████ vehicle. In addition, Legacy performed a multi-point inspection of the vehicle.

13.

██████████ informed Legacy that the “vehicle jerks when put in gear” and Legacy inspected and purported to repair the transmission.

14.

The vehicle continued to experience difficulty in shifting even after Legacy implemented the Customer Service Campaign and attempted to fix the issues with the transmission.

15.

The campaign included changing the transmission fluid in the ██████████ vehicle and adding fluid designed to reduce friction in the transmission to make it easier to shift into gear.

---

16.

On November 1, 2005, ██████████ pulled into a parking space in front of the post office located in McDonough, Georgia. She intended to drop off a package in an outside drop box.

17.

She put the vehicle in park and conversed with a friend on her cell phone for several minutes while the vehicle sat in a parking space.

18.

██████████ opened the driver side door, exited the vehicle and walked toward the drop box. As she approached the sidewalk the vehicle suddenly and without warning shifted into reverse from the park position and began to roll backward.

19.

██████████ immediately returned to the vehicle and attempted to reach the shifter lever to place the vehicle back in park. As she attempted to get back in the vehicle she was struck by the driver's side door on the moving vehicle and knocked down.

20.

The vehicle ran over her and caused a fracture of her spine. As a result ██████████ ██████████ experienced grievous personal injury and was rendered a paraplegic.

21.

Prior to the accident ██████████ was employed as an accountant with the Georgia State Department of Revenue.

---

22.

In the years before the ██████████ accident Ford was aware of the fact that the design of the transmission on the ██████████ vehicle allowed the vehicle to shift unexpectedly from park to reverse or allowed the vehicle's driver to place the shifter in a position which appeared to be in park but was in fact not in park.

23.

Ford was aware from numerous real world incidents that the design of the detent lever in the transmission was such that the vehicle's transmission could slip from a park position to a reverse position without warning.

24.

Despite this knowledge Ford failed to alter the design of the transmission and failed to design the vehicle in such a way that the vehicle would not suddenly shift out of

park and into reverse. In fact, Ford's Customer Service campaign increased the likelihood of the vehicle inadvertently shifting from park to reverse.

**COUNT ONE**

**(Strict Products Liability of Ford Motor Company)**

25.

Plaintiffs incorporate herein paragraphs 1 through 24 of this Complaint as if re-alleged in full.

26.

Defendant Ford is strictly liable to Plaintiffs under O.C.G.A. § 51-1-11 and other applicable law for the injuries suffered by Plaintiffs because the risks inherent in the design of the transmission in the [REDACTED] vehicle outweighed any utility of the chosen design, thereby rendering the vehicle defective, unreasonably dangerous and not reasonably suited to the use for which it was intended. The defects in the vehicle include, but are not limited to, the following:

- a) The transmission system was consciously designed and manufactured by Ford in such a manner that would allow it to unexpectedly shift from park to reverse;
- b) The transmission system was consciously designed and manufactured by Ford in such a manner that would allow it to appear to the consumer to be in park when in fact it was not fully engaged in the park position;
- c) The detent lever on the transmission was designed in such a way that the vehicle was unstable in the park position;
- d) The vehicle does not contain, and is not accompanied by, any adequate warnings to prospective owners, users or occupants, including Plaintiffs, of the

unreasonable risk of physical harm associated with the negligent and defective design of transmission system;

e) The vehicle was not adequately tested by Ford to determine whether prospective owners, users and occupants of the vehicle would be exposed to an unreasonable risk of physical harm if the vehicle unexpectedly shifted from park to reverse or lodged in an illusory park position;

f) The vehicle failed to contain a device that would warn consumers that the transmission was not securely in the park position;

g) Ford knew, or should have known, from its own internal analysis of the transmission used in the [REDACTED] vehicle that the transmission could unexpectedly shift out of park or lodge in illusory park; and

h) Ford knew, or should have known, from other real world incidents involving the same model vehicles as the [REDACTED] vehicle and other Ford vehicles with the same or similar transmissions, that the system as designed increased the risk of injury from sudden unexpected shifting or illusory park.

27.

Defendant Ford acted with reckless disregard for the safety and well-being of the consumer public, and acted willfully and wantonly, as defined under O.C.G.A. § 51-12-5.1, in designing, testing, manufacturing, inspecting, marketing, distributing and selling the vehicle because it had knowledge of the risks to life and limb described in this Complaint when it manufactured, marketed, distributed and sold the subject vehicle. Such conduct warrants the imposition of punitive damages against Ford.

**COUNT TWO**

**(Negligence of Ford Motor Company)**

28.

Plaintiffs incorporate herein paragraphs 1 through 27 of this Complaint as if re-alleged in full.

29.

Defendant Ford, as a product designer and manufacturer, owed a duty to the consuming public in general, and Plaintiffs in particular, to exercise reasonable care to design, test, manufacture, inspect, market and distribute a product which was free of unreasonable risk of harm to owners, users, and occupants in foreseeable situations and a product which would not cause severe injury to users and occupants.

30.

Defendant Ford breached its duty to exercise reasonable care to design, test, manufacture, inspect, market, distribute and sell the subject vehicle free of an unreasonable risk of physical harm to prospective owners, users, and occupants, including Plaintiffs. Ford breached its duty of care in a number of ways, including but not limited to the following:

- a) The transmission system was consciously designed and manufactured by Ford in such a manner that would allow it to unexpectedly shift from park to reverse;
- b) The transmission system was consciously designed and manufactured by Ford in such a manner that would allow it to appear to the consumer to be in park when in fact it was not engaged in the park position;



c) The detent lever was designed in such a way that the vehicle was unstable in the park position;

d) The vehicle does not contain, and is not accompanied by, any adequate warnings to prospective owners, users or occupants, including Plaintiffs, of the unreasonable risk of physical harm associated with the negligent and defective design of transmission system;

e) Ford did not provide warnings to prospective owners, users or occupants, including Plaintiffs, of the unreasonable risk of physical harm associated with the negligent and defective design of transmission system which Ford learned about after the sale of the [REDACTED] vehicle;

f) The vehicle was not adequately tested by Ford to determine whether prospective owners, users and occupants of the vehicle would be exposed to an unreasonable risk of physical harm if the vehicle unexpectedly shifted from park to reverse or lodged in an illusory park position;

g) Ford knew, or should have known, from its own internal analysis of the transmission used in the [REDACTED] vehicle and other vehicles with the same or similar detent that the transmission could unexpectedly shift from park to reverse or lodge in illusory park; and

h) Ford knew, or should have known, from other real world incidents involving the same model vehicles as the [REDACTED] vehicle and other Ford vehicles with the same or similar transmissions, that the system as designed increased the risk of injury from sudden unexpected shifting or illusory park.

31.

In addition, Ford performed a customer service campaign on the vehicle which included putting an additive in the transmission that made it easier for the transmission to unexpectedly slip from park to reverse.

32.

Defendant Ford's negligence in designing, manufacturing, promoting and selling the vehicle was so egregious that it rises to the level of reckless disregard for the safety and well-being of the consumer public, and constitutes willful and wanton conduct as defined under O.C.G.A. § 51-12-5.1, in designing, testing, manufacturing, inspecting, marketing, distributing and selling the vehicle because it had knowledge of the risks to life and limb described in paragraph 26 of this Complaint when it manufactured, marketed, distributed and sold the Ford Explorer. Such conduct warrants the imposition of punitive damages against Ford.

33.

Ford's failure to exercise reasonable care in designing, testing, manufacturing, inspecting, marketing, distributing, recalling, and selling the vehicle proximately caused Plaintiffs' injuries.

### **COUNT THREE**

#### **(Negligence of Defendant Legacy)**

34.

Plaintiffs incorporate herein paragraphs 1 through 33 of this Complaint as if re-alleged in full.

35.

Prior to delivery of the vehicle to Plaintiffs, Legacy conducted a pre-delivery inspection of the vehicle.

36.

A properly conducted pre-delivery inspection would have revealed defects in the transmission system that were of such a nature that the defective vehicle should not have been delivered to purchaser [REDACTED]

37.

A properly conducted pre-delivery inspection would have revealed that the transmission could be placed in an illusory park position or could unexpectedly shift from park to reverse.

38.

Defendant Legacy negligently performed the pre-delivery inspection thereby allowing an unsafe vehicle to be delivered to [REDACTED]

39.

In addition, prior to the sale of the vehicle to [REDACTED], Legacy was aware of the fact that vehicles equipped with transmissions like the one used in the [REDACTED] vehicle could unexpectedly shift from park to reverse or lodge in illusory park but failed to warn or adequately warn [REDACTED] of the danger posed by that condition.

40.

In addition to the pre-delivery inspection, Legacy also performed maintenance, a customer service campaign, and a multipoint inspection on the subject vehicle prior to the subject incident.

41.

The maintenance, service campaign and multipoint inspection were negligently performed because:

- a) Legacy failed to properly perform the service campaign on the vehicle;
- b) Failed to properly adjust the detent lever spring which allowed the vehicle to easily slip from park to reverse;
- c) Failed to properly repair the hard and delayed shifting of the transmission;
- d) Placed an additive in the transmission which allowed the transmission to unexpectedly slip from park to reverse;

- 
- e) Failed to properly inspect and repair the transmission;
  - f) Failed to properly inspect and repair the transmission shift linkage which caused or contributed to the ability of the vehicle to lodge in illusory park or suddenly shift from park to reverse.

42.

As a result of the negligent pre-delivery inspection, negligent maintenance, negligent performance of the service campaign, negligent failure to warn of the dangers associated with the vehicle, negligent performance of the multipoint inspection and negligent repair of the transmission, Legacy caused or contributed, jointly with Ford, to the injuries suffered by Plaintiff.

**COUNT FOUR**

**(Breach of Express and Implied Warranties of Merchantability  
and Fitness by Defendants Legacy and Ford)**

43.

Plaintiffs incorporate herein paragraphs 1 through 42 of this Complaint as if re-  
alleged in full.

44.

The subject vehicle was sold as new property to [REDACTED] by Defendant  
Legacy, a merchant in goods of like kind, and manufactured by Defendant Ford.

45.

---

The sales contract provided to [REDACTED] by Defendant Legacy included  
express and implied warranties of fitness and merchantability. In addition, Defendant  
Ford provided express and implied warranties of fitness and merchantability with the  
vehicle. Neither, Defendant Ford or Legacy properly disavowed these warranties in  
accordance with the Uniform Commercial Code.

46.

The subject vehicle was neither merchantable nor reasonably fit and suitable for  
the purpose for which it was intended to be used.

47.

The defects and dangerous conditions present in the vehicle, as described in  
greater detail in this Complaint above, constitute breaches of the express and implied  
warranties of merchantability and fitness.

48.

The injuries and damages suffered by Plaintiffs, which were foreseeable to Defendants Ford and Legacy, were the direct and proximate result of the breach of express and implied warranties.

49.

The acts and omissions of both Defendants combined to cause Plaintiffs' injuries and damages. As such, Defendants are jointly and severally liable to Plaintiffs.

**COUNT FIVE**

**(Loss of Consortium)**

---

50.

Plaintiffs incorporate herein paragraphs 1 through 49 of this Complaint as if re-alleged in full.

51.

At all time relevant hereto, [REDACTED] and [REDACTED] were lawfully married.

52.

The defendants' actions caused plaintiff, [REDACTED], to suffer the loss of [REDACTED] services for which he is entitled to recover.

**DAMAGES AND PRAYER FOR RELIEF**

53.

Plaintiffs incorporate herein paragraphs 1 through 52 of this Complaint as if re-alleged in full.

54.

As a direct result of the defectively designed transmission system in the [REDACTED] vehicle, Ford's negligence in designing and warning of the dangers associated with the vehicle, Legacy's negligent maintenance and failure to conduct an appropriate pre-delivery inspection and multipoint inspection, and the breaches of express warranties and implied warranties by both defendants, [REDACTED], has and will continue to suffer severe physical and mental injuries and substantial economic and non-economic damages for which she is entitled to a recovery.

55.

---

Plaintiff [REDACTED] seeks damages from Defendants Ford and Legacy in an amount to be determined by the enlightened conscience of the jury and as demonstrated by the evidence, for the past and future mental and physical pain and suffering, past and future loss of enjoyment of life, lost future earnings and decreased earning capacity of [REDACTED].

56.

Plaintiff [REDACTED] seeks damages from Defendants Ford and Legacy, jointly and severally, for past, present and future medical and other necessary expenses incurred for the care and treatment of [REDACTED], in an amount to be shown by the evidence at trial.

57.

Plaintiff [REDACTED] seeks damages for the loss of services of [REDACTED] in an amount to be determined by the jury.

Plaintiffs seek punitive damages against Defendant Ford in an amount determined by the enlightened conscience of the jury to be sufficient to punish, penalize, and deter Ford from similar future misconduct in light of the aggravated nature of its conduct and in light of its financial circumstances.

WHEREFORE, Plaintiffs pray for the following relief:

- 1) That summons issue requiring these Defendants to appear as provided by law to answer the allegations of this Complaint;
- 2) That Plaintiffs have a trial by jury of all issues so triable;

---

- 3) That Plaintiffs have and recover all damages, both compensatory and punitive, to which they are entitled to recover under Georgia law; and
- 4) For such other and further relief as this Court deems just and appropriate.

**PLAINTIFFS DEMAND A TRIAL BY JURY.**

This 19<sup>th</sup> day of September, 2007.

Respectfully Submitted,

**HARRIS PENN & LOWRY, LLP**

BY: 

JEFFREY R. HARRIS

Georgia Bar No. 330315

DARREN W. PENN

Georgia Bar No. 571322

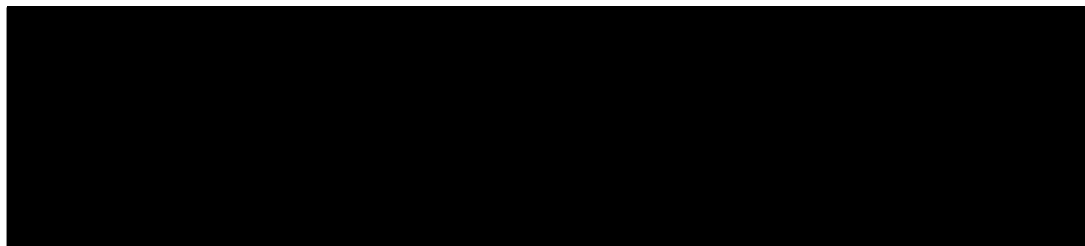
STEPHEN G. LOWRY

Georgia Bar No. 460289

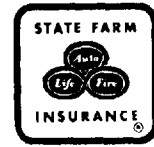
JED D. MANTON

Georgia Bar No. 868587





# State Farm Insurance Companies



June 1, 2006

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

## Certified Mail-Return Receipt Requested

Ford Motor Company  
Office of General Counsel  
3 Parklane Blvd, Suites 400; Parklane Towers West  
Dearborn, MI 48126

JUN 07 2006

RE: Claim Number: 02-0520-493  
Date of Loss: November 23, 2005  
Our Insured: [REDACTED]  
Loss Location: Anchorage, AK  
Vehicle: Ford, Explorer  
VIN: 1FMZU72K54Z [REDACTED]  
Mileage:  
Your File Number:  
Insured's Deductible: \$500.00

Dear Shawn Norton:

This notice is to advise of a loss that occurred to our insured's vehicle. The damage was caused by shift cable found defective

Our investigation indicates that is responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party. Please consider this letter as our demand to for reimbursement of \$8,617.83.

Any settlement with State Farm's policyholder with respect to this loss must not prejudice our rights, as subrogor, and shall not be released by execution of a general release with such policyholder.

Your cooperation is appreciated. If you should have any questions, or would like to set up and appointment to inspect the evidence/salvage, please feel free to contact me at (877) 457-8276.

In order to assist you in evaluating and processing the claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect,

Page 2  
June 1, 2006

administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,

A handwritten signature in cursive script that reads "Darlene Boulanger". To the right of the signature is a handwritten mark that appears to be "1/5".

Darlene Boulanger  
Claim Representative  
(877) 457-8276, Team 60

State Farm Mutual Automobile Insurance Company

PS: enc; demand prints, payments by cause of loss and photos





██████ at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle truck in the manner in which the Defendant intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to and or refused to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendant had a duty to design, manufacture, engineer, sell, distribute and place into the stream of commerce certain motor vehicle trucks that were neither defective nor unreasonably dangerous when put to the use for which it was intended and so that it would not cause injury to individuals who used that product.

6. That said certain motor vehicle truck, which was designed, engineered, manufactured, distributed, sold and placed into the stream of commerce by the Defendant, was defective and unreasonably dangerous in one or more of the following ways:

- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;
- b) said Brake Shift Interlock switch of said motor vehicle truck was not properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;
- c) failed to and or refused to and/or refused to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck before

placing same into the stream of commerce and/or into operation;

- d) failed to alert the owner of said motor vehicle truck and similar trucks that said vehicle had defective Brake Shift Interlock Switch problems;
- e) said gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
- f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
- g) said vehicle contained a faulty Brake Shift Interlock Switch;
- h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
- i) failed to replace the faulty Brake Shift Interlock Switch;
- j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
- k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
- l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
- m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
- n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.

7. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions, acts and/or omissions of the Defendant, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely

injure the body and person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain and anguish; that the Plaintiff has spent and become liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED] prays for a judgment against the Defendant, FORD MOTOR COMPANY, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

## COUNT II

### NEGLIGENCE

NOW COMES the Plaintiff, [REDACTED] by and through his attorneys, GOLDSTEIN, FISHMAN, BENDER & ROMANOFF, and complaining of the Defendant, FORD MOTOR COMPANY, states as follows:

1. That on or about January 12, 2006, and prior and subsequent thereto, the Defendant, was a corporation, doing business in the County of Cook, State of Illinois and was engaged in the design, manufacture, engineering, distribution, sale of and placing into the stream of commerce a certain motor vehicle truck.

2. That sometime prior to the date aforesaid, the Defendant did distribute, sell and place into the stream of commerce a certain motor vehicle truck, which the Defendant designed, manufactured and engineered, and which product was ultimately in the possession of [REDACTED] [REDACTED] at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State



of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle truck in the manner in which the Defendant intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendant had a duty to exercise reasonable care and caution in the, design, manufacture, engineering, repair, inspection, tests, examination and/or placement into the stream of commerce of a certain motor vehicle truck so that it would be safe for its intended use, in order to prevent injury to the individuals using same.

6. That on or about the date aforesaid, the Defendant notwithstanding its duty in the premises was then and there guilty of one or more of the following negligent acts or omissions:

- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;
- b) said Brake Shift Interlock switch of said motor vehicle truck was not properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;
- c) failed to and/or refused to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck before placing same into the stream of commerce and/or into operation;
- d) failed to alert the owner of said motor vehicle truck and similar trucks that said vehicle had defective Brake Shift Interlock Switch problems;

- e) said gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
- f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
- g) said vehicle contained a faulty Brake Shift Interlock Switch;
- h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
- i) failed to replace the faulty Brake Shift Interlock Switch;
- j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
- k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
- l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
- m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
- n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.

7. That as a direct and proximate result of one or more of the aforesaid negligent acts and/or omissions of the Defendant, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely injure the body and person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain

and anguish; that the Plaintiff has spent and became liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED], prays for a judgment against the Defendant, FORD MOTOR COMPANY, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

**COUNT III**

**BREACH OF EXPRESS WARRANTY**

NOW COMES the Plaintiff, [REDACTED], by and through his attorneys, GOLDSTEIN, FISHMAN, BENDER & ROMANOFF, and complaining of the Defendant, FORD MOTOR COMPANY, states as follows:

1. That on or about January 12, 2006, and prior and subsequent thereto, the Defendant, was a corporation, doing business in the County of Cook, State of Illinois and was engaged in the design, manufacture, engineering, distribution, sale of and placing into the stream of commerce a certain motor vehicle truck.

2. That sometime prior to the date aforesaid, the Defendant did distribute, sell and place into the stream of commerce a certain motor vehicle truck, which the Defendant designed, manufactured and engineered, and which product was ultimately in the possession of [REDACTED] [REDACTED] at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle

truck in the manner in which the Defendant intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendant had a duty to exercise reasonable care and caution in the, design, manufacture, engineering, repair, inspection, tests, examination and/or placement into the stream of commerce of a certain motor vehicle truck so that it would be safe for its intended use, in order to prevent injury to the individuals using same.

6. That pursuant to the Illinois Revised Statutes, the Defendant, expressly warranted that said product, was of a good and merchantable quality; was reasonably safe for the purpose for which it was sold or purchased; was not defectively or improperly processed; and was properly inspected or tested;

7. That the Defendant breached said express warranties in the following respects:
- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;
  - b) said Brake Shift Interlock switch of said motor vehicle truck was not properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;
  - c) failed to and/or refused to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck before placing same into the stream of commerce and/or into operation;
  - d) failed to alert the owner of said motor vehicle truck and similar trucks that

said vehicle had defective Brake Shift Interlock Switch problems;

- e) said gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
- f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
- g) said vehicle contained a faulty Brake Shift Interlock Switch;
- h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
- i) failed to replace the faulty Brake Shift Interlock Switch;
- j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
- k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
- l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
- m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
- n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.

8. That the Plaintiff detrimentally relied upon said express warranties by using said product and suffering injuries to his person and/or body as a result thereof.

9. That as a direct and proximate result of one or more of the aforesaid negligent acts and/or omissions of the Defendant, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely injured the body

and person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain and anguish; that the Plaintiff has spent and became liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED], prays for a judgment against the Defendant, FORD MOTOR COMPANY, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

#### COUNT IV

#### PRODUCTS STRICT LIABILITY

NOW COMES the Plaintiff, [REDACTED], by and through his attorneys, GOLDSTEIN, FISHMAN, BENDER & ROMANOFF, and complaining of the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, states as follows:

1. That on or about January 12, 2006, and prior and subsequent thereto, the Defendants, were doing business in the County of Cook, State of Illinois and were engaged in the design, manufacture, engineering, distribution, sale of and placing into the stream of commerce a certain motor vehicle truck.

2. That sometime prior to the date aforesaid, the Defendants did distribute, sell and place into the stream of commerce a certain motor vehicle truck, which the Defendants designed, manufactured and engineered, and which product ultimately was in the possession of [REDACTED]

█ at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle truck in the manner in which the Defendants intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendants had a duty to design, manufacture, engineer, sell, distribute and place into the stream of commerce certain motor vehicle trucks that were neither defective nor unreasonably dangerous when put to the use for which it was intended and so that it would not cause injury to individuals who used that product.

6. That said certain motor vehicle truck, which was designed, engineered, manufactured, distributed, sold and placed into the stream of commerce by the Defendants, was defective and unreasonably dangerous in one or more of the following ways:

- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;
- b) said Brake Shift Interlock switch of said motor vehicle truck was not properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;
- c) failed to and/or refused to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck before placing same into the

stream of commerce and/or into operation;

- d) failed to alert the owner of said motor vehicle truck and similar trucks that said vehicle had defective Brake Shift Interlock Switch problems;
- e) said gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
- f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
- g) said vehicle contained a faulty Brake Shift Interlock Switch;
- h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
- i) failed to replace the faulty Brake Shift Interlock Switch;
- j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
- k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
- l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
- m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
- n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.

7. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions, acts and/or omissions of the Defendants, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely



injure the body and person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain and anguish; that the Plaintiff has spent and become liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED], prays for a judgment against the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

### COUNTY

### NEGLIGENCE

NOW COMES the Plaintiff, [REDACTED] by and through his attorneys, GOLDSTEIN, FISHMAN, BENDER & ROMANOFF, and complaining of the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, states as follows:

1. That on or about January 12, 2006, and prior and subsequent thereto, the Defendants, were doing business in the County of Cook, State of Illinois and were engaged in the sale, maintenance and/or upkeep a certain Ford Motor vehicles.

2. That sometime prior to the date aforesaid, the Defendants did distribute, sell and place into the stream of commerce a certain motor vehicle truck, which the Defendants designed, manufactured and engineered, and which product ultimately was in the possession of [REDACTED]

█ at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle truck in the manner in which the Defendants intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendants had a duty to exercise reasonable care and caution in the, design, manufacture, engineering, repair, inspection, tests, examination and/or placement into the stream of commerce of a certain motor vehicle truck so that it would be safe for its intended use, in order to prevent injury to the individuals using same.

6. That on or about the date aforesaid, the Defendants notwithstanding their duty in the premises were then and there guilty of one or more of the following negligent acts or omissions:

- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;
- b) said Brake Shift Interlock switch of said motor vehicle truck was not properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;
- c) failed to and/or refused to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck before placing same into the

stream of commerce and/or into operation;

- d) failed to alert the owner of said motor vehicle truck and similar trucks that said vehicle had defective Brake Shift Interlock Switch problems;
- e) said gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
- f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
- g) said vehicle contained a faulty Brake Shift Interlock Switch;
- h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
- i) failed to replace the faulty Brake Shift Interlock Switch;
- j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
- k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
- l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
- m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
- n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.

7. That as a direct and proximate result of one or more of the aforesaid negligent acts and/or omissions of the Defendants, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely injure the body and

person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain and anguish; that the Plaintiff has spent and became liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED], prays for a judgment against the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

#### COUNT VI

#### BREACH OF EXPRESS WARRANTY

NOW COMES the Plaintiff, [REDACTED], by and through his attorneys, GOLDSTEIN, FISHMAN, BENDER & ROMANOFF, and complaining of the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, states as follows:

1. That on or about January 12, 2006, and prior and subsequent thereto, the Defendants, were doing business in the County of Cook, State of Illinois and were engaged in the design, manufacture, engineering, distribution, sale of and placing into the stream of commerce a certain motor vehicle truck.

2. That sometime prior to the date aforesaid, the Defendants did distribute, sell and place into the stream of commerce a certain motor vehicle truck, which the Defendants designed,

manufactured and engineered, and which product ultimately was in the possession of [REDACTED] [REDACTED] at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle truck in the manner in which the Defendants intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendants had a duty to exercise reasonable care and caution in the, design, manufacture, engineering, repair, inspection, tests, examination and/or placement into the stream of commerce of a certain motor vehicle truck so that it would be safe for its intended use, in order to prevent injury to the individuals using same.

6. That pursuant to the Illinois Revised Statutes, the Defendants, expressly warranted that said product, was of a good and merchantable quality; was reasonably safe for the purpose for which it was sold or purchased; was not defectively or improperly processed; and was properly inspected or tested;

7. That the Defendants breached said express warranties in the following respects:

- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;
- b) said Brake Shift Interlock switch of said motor vehicle truck was not

properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;

- c) failed to and/or refused to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck before placing same into the stream of commerce and/or into operation;
- d) failed to alert the owner of said motor vehicle truck and similar trucks that said vehicle had defective Brake Shift Interlock Switch problems;
- e) said gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
- f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
- g) said vehicle contained a faulty Brake Shift Interlock Switch;
- h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
- i) failed to replace the faulty Brake Shift Interlock Switch;
- j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
- k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
- l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
- m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
- n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.

8. That the Plaintiff detrimentally relied upon said express warranties by using said product and suffering injuries to his person and/or body as a result thereof.

9. That as a direct and proximate result of one or more of the aforesaid negligent acts and/or omissions of the Defendants, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely injured the body and person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain and anguish; that the Plaintiff has spent and became liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED], prays for a judgment against the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

## COUNT VII

### NEGLIGENCE

NOW COMES the Plaintiff, [REDACTED] by and through his attorneys, GOLDSTEIN, FISIMAN, BENDER & ROMANOFF, and complaining of the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, states as follows:

1. That on or about January 12, 2006, and prior and subsequent thereto, the Defendants, were doing business in the County of Cook, State of Illinois and were engaged in the

sale, maintenance, inspection and/or upkeep of certain Ford Motor vehicles.

2. That sometime prior to the date aforesaid, the Defendants did sell, repair maintain, test, inspect and/or keep up a certain motor vehicle truck, which ultimately was in the possession of [REDACTED] at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois.

3. That at all times pertinent hereto, the Plaintiff used said certain motor vehicle truck in the manner in which the Defendants intended its product to be used.

4. That on or about the date aforesaid, the Plaintiff attempted to park and exit the said motor vehicle truck on a driveway located at or near approximately 5718 Lee Street, Morton Grove, Illinois, County of Cook, State of Illinois, at which point the Brake Shift Interlock switch failed to perform properly and said motor vehicle truck began to roll backward down the said driveway striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and was greatly injured.

5. That on or about the date aforesaid and at all times and places hereinafter mentioned, and prior and subsequent thereto, the Defendants had a duty to exercise reasonable care and caution in the, sale, maintenance, inspection, testing and/or upkeep of said certain motor vehicle truck so that it would be safe for its intended use, in order to prevent injury to the individuals using same.

6. That on or about the date aforesaid, the Defendants notwithstanding their duty in the premises was then and there guilty of one or more of the following negligent acts or omissions:

- a) said Brake Shift Interlock switch of said motor vehicle truck was allowed and/or permitted to be and remain in an unreasonably dangerous condition so that the Plaintiff was greatly injured;



- b) said Brake Shift Interlock switch of said motor vehicle truck was not properly or adequately safe and/or stable and could and/or would cause injury to the Plaintiff;
  - c) failed to properly and/or adequately test said Brake Shift Interlock switch and/or motor vehicle truck;
  - d) failed to alert and/or advise the Plaintiff that said motor vehicle truck had a defective Brake Shift Interlock Switch problems;
  - e) failed to alert and/or advise the Plaintiff that the gear shift lever was difficult to move from drive to park because of a defective Brake Shift Interlock Switch;
  - f) said vehicle and/or similar vehicles were known to have a faulty Brake Shift Interlock Switch;
  - g) said vehicle contained a faulty Brake Shift Interlock Switch;
  - h) failed to recall said vehicles with known faulty Brake Shift Interlock Switch;
  - i) failed to replace the faulty Brake Shift Interlock Switch;
  - j) allowed and/or permitted said vehicle and/or similar vehicles to be operated with a time delay with the Brake Shift Interlock Switch;
  - k) failed to advise the owner to bring the motor vehicle truck to the dealer at the first indication of the problem;
  - l) failed to initiate campaign and replace all the switches on said motor vehicle truck;
  - m) failed to adequately warn users of said product, either by word of mouth and/or signs, notices, issuance of recalls, or other written material, of the unsafe and/or dangerous condition of said Brake Shift Interlock switch on said motor vehicle truck and/or the safe operation or use of said products; and
  - n) failed to properly and/or adequately inspect said Brake Shift Interlock switch of said motor vehicle truck in order to remedy and/or remove the unsafe or dangerous condition of same in order to prevent said product from injuring those individuals that used same.
7. That as a direct and proximate result of one or more of the aforesaid negligent

acts and/or omissions of the Defendants, the motor vehicle of the Plaintiff rolled backwards striking the Plaintiff and causing the Plaintiff to be thrown on or about said driveway and then dragged and/or rolled over by the front wheel and did then and there severely injure the body and person of the Plaintiff, thereby causing the Plaintiff to sustain severe and disabling injuries, both internally and externally; that the Plaintiff has suffered, and may in the future suffer, great pain and anguish; that the Plaintiff has spent and became liable for, and may in the future spend and become liable for, a large sum of money for medical care and attention; that the Plaintiff was unable to, and may in the future be unable to attend to his usual duties and affairs for long periods of time, to the Plaintiff's great detriment; that the Plaintiff was otherwise greatly injured and was caused to expend additional money as a result of said occurrence.

WHEREFORE, the Plaintiff, [REDACTED] prays for a judgment against the Defendants, GOLF MILL FORD, INC. d/b/a GOLF MILL FORD, GOLF MILL MOTOR SALES, INC. d/b/a GOLF MILL FORD and GOLF MILL FORD, in an amount in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County and additionally costs of suit.

GOLDSTEIN, FISHMAN, BENDER & ROMANOFF

  
\_\_\_\_\_  
ALAN H. BENDER

GOLDSTEIN, FISHMAN, BENDER & ROMANOFF  
Attorneys for Plaintiff  
One North LaSalle Street, Suite 2600  
Chicago, Illinois 60602  
(312) 346-8558 – Atty. 31521

All Action Details for Issue

[Print](#)

VIN: 1FMDU84W03U [REDACTED] Year: 2003 Model: EXPLORER Case: 1522513013  
 Name: [REDACTED] Owner Status: Original WSD: 2003-08-06  
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED 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: OGC - CLAIMS - FD  
 Dealer: 04626 GOLF MILL MOTOR SALES, INC. Comm Type: INBOUND CUSTOMER MAIL  
 Odometer: 1 MI Analyst Name: JACKSON (CJACKS84),CELESTE Analyst: CJACKS84  
 Action Date: 01/26/2007 Action Time: 15.38.03.115 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMP:01-19-07 ATTORNEY ALLEGES CLIENTS CONCERN AS ACCIDENT AND INJURY. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	GOLDSTEIN, FISHMAN, BENDER & ROMANOFF
ATTORNEY NAME	ROBERT A. CANTONE
ATTORNEY PHONE NUMBER	3123468558
ANALYST ID	VKIRKSE1

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY Origin Desc: OGC - CLAIMS  
 Dealer: 04626 GOLF MILL MOTOR SALES, INC. Comm Type: OUTBOUND FAX-OTHER  
 Odometer: 60000 MI Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 01/29/2007 Action Time: 09.34.56.600 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*-LPA ACKNOWLEDGES RECEIPT OF THE ATTORNEY DEMAND LETTER SENT ON BEHALF OF THE CUSTOMER. THE ATTORNEY IS ALLEGING A MANUFACTURER'S DEFECT CAUSED HIS CLIENT TO SUSTAINED INJURIES. THE ATTORNEY IS SEEKING FMC TO INVESTIGATE THE MATTER ,AND OFFER A SETTLEMENT.

Action: INFORMATIONAL CALL/FAX Origin Desc: OGC - CLAIMS  
 Dealer: 04626 GOLF MILL MOTOR SALES, INC. Comm Type: OUTBOUND FAX-OTHER  
 Odometer: 60000 MI Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 01/30/2007 Action Time: 09.12.12.827 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*-LPA HAS SENT AN INJURY CLAIM DOCUMENTS TO THE ATTORNEY ON BEHALF OF THE CUSTOMER REQUESTING ADDITIONAL INFORMATION REGARDING THE CUSTOMER ALLEGED CONCERNS.

Action: CLOSING COMMENTS - AWAITING RECONTACT CUSTOMER/DEALER/REGION Origin Desc: OGC - CLAIMS  
 Dealer: 04626 GOLF MILL MOTOR SALES, INC. Comm Type: OUTBOUND FAX-OTHER  
 Odometer: 60000 MI Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 01/31/2007 Action Time: 13.21.11.113 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*-LPA HAS SENT THE ATTORNEY A INJURY CLAIM LETTER ON BEHALF OF HIS

CLIENT REQUESTING ADDITIONAL INFORMATION REGARDING THE CUSTOMER'S ALLEGED INJURIES. ONCE THE INFORMATION HAS BEEN OBTAINED FROM THE ATTORNEY, LPA WILL CONTINUE THE INVESTIGATION, AND MAKE THE APPROPRIATE DETERMINATION.

---

Ford Confidential



Page 1 of 1 Pages

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT (NYC)

MV-104AN (7/01)

Precinct 123

Accident No. 70

Complaint Number

AMENDED REPORT

Accident Date: Month 06, Day 01, Year 06; Day of Week: Thurs; Military Time: 1415; No. of Vehicles: 2; No. Injured: 0; No. Killed: 0; Not Investigated at Scene: [ ] Left Scene: [ ] Police Photos: [ ]

VEHICLE 1 - Driver License ID Number, Driver Name, Address, City or Town: Staten Island, State: NY, Zip Code; VEHICLE 2 - Driver License ID Number, Driver Name, Address, City or Town: Staten Island, State: NY, Zip Code

Date of Birth, Sex, Unlicensed, No. of Occupants, Public Property Damaged; VEHICLE 1: M, 0, [ ]; VEHICLE 2: E, 0, [ ]

Name, Sex, Date of Birth, Address, City or Town, State, Zip Code; VEHICLE 1: M, 04, [ ]; VEHICLE 2: M, [ ], [ ]

State of Reg., Vehicle Year & Make, Vehicle Type, Ins. Code; VEHICLE 1: NY, 07 Toyota, 4DS1, 148; VEHICLE 2: NY, 04 Mercury, SUBV, 637

Ticket/Arrest Number(s), Violation Section(s); VEHICLE 1: [ ]; VEHICLE 2: [ ]

Check if involved vehicle is: [ ] more than 95 inches wide; [ ] more than 34 feet long; [ ] operated with an overweight permit; [ ] operated with an overdimension permit.

VEHICLE 1 DAMAGE CODES: Box 1 - Point of Impact, Box 2 - Most Damage; VEHICLE 2 DAMAGE CODES: Box 1 - Point of Impact, Box 2 - Most Damage

Place Where Accident Occurred: [ ] BRONX [ ] KING [ ] NEW YORK [ ] QUEENS [X] RICHMOND; Road on which accident occurred: Maguire St (Parking lot)

Accident Description/Officer's Notes: At 7:10 vehicle #2 was stopped at a parking location when driver states about 7:15 she got into the vehicle and parked position the vehicle lurched forward. Driver of vehicle #1 rear ending vehicle #1 which was parked at a zone location driver of vehicle #2 states that she has had problems with vehicles transmission with past. #2 did not observe accident.

Officer's Rank and Signature: P.O. Gabriel Beronzo; Tax ID No. 900571; NCIC No. 03030; Precinct 123; Post/Section 1; Reviewing Officer: Sgt. [ ]; Date/Time Reviewed: 6/1/06 2200

PERSONS KILLED OR INJURED IN ACCIDENT (Letter designation of persons killed or injured must correspond with letter designation on front).

A Last Name First M.I.			D Last Name First M.I.		
Address			Address		
Date of Birth Month Day Year		Telephone (Area Code) ( )	Date of Birth Month Day Year		Telephone (Area Code) ( )
B Last Name First M.I.			E Last Name First M.I.		
Address			Address		
Date of Birth Month Day Year		Telephone (Area Code) ( )	Date of Birth Month Day Year		Telephone (Area Code) ( )
C Last Name First M.I.			Highway Dist. at Scene? <input type="checkbox"/> Yes <input type="checkbox"/> No Name:		
Address			Shield No.		
Date of Birth Month Day Year		Telephone (Area Code) ( )			

ENTER INSURANCE POLICY NUMBER FROM INSURANCE IDENTIFICATION CARD, EXPIRATION DATE (IN ALL CASES), AND VIN.

Vehicle No. 1 04100-84-20-01      Vehicle No.2 0645-57-86-03

Expiration Date 7-24-06      Expiration Date 8-24-06

VIN 2T1B AD2E8XC      VIN 4M2ZU86W54J

**WITNESS (Attach separate sheet, if necessary)**

Name	Address	Phone

**DUPLICATE COPY REQUIRED FOR:**

Dept. of Motor Vehicles (if anyone is killed/injured)       Motor Transport Division (P.D. vehicle involved)       NYC Taxi & Limousine Comm. (if a Licensed taxi or limousine involved)       Other City Agency (Specify) \_\_\_\_\_

Office of Comptroller (if a City vehicle involved)       Personnel Safety Unit (if a P.D. vehicle involved)       Highway Unit \_\_\_\_\_

**NOTIFICATIONS:** (Enter name, address, and relationship of friend or relative notified. If aided person is unidentified, list Missing Person Squad member who was notified. In either case, give date and time of notification.)

\_\_\_\_\_

\_\_\_\_\_

<b>PROPERTY DAMAGED</b> (other than vehicles)	<b>OWNER OF PROPERTY</b> (include city agency, where applicable)

**IF NYPD VEHICLE IS INVOLVED:**

Police Vehicle-Operator's First Name	Last Name	Rank	Shield No.	Tax ID. No.	Command
Make of Vehicle	Year	Type of Vehicle	Plate No.	Dept. Vehicle No.	Assigned To What Command

Equipment in Use At Time of Accident

Siren     Horn     Turnat Light     4-Way Flasher     High-Level Warning Lights     Traffic Cones     Headlights

**ACTIONS OF POLICE VEHICLE**

Responding to Code Signal \_\_\_\_\_       Complying with Station House Directive

Pursuing Violator       Routine Patrol

Other (Describe) \_\_\_\_\_

AUG 22 2006



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

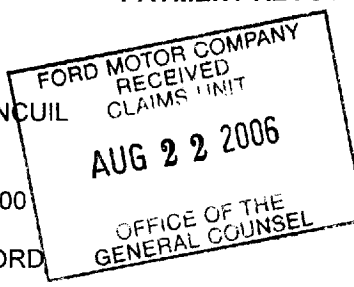
Send Correspondence to: One GEICO Boulevard, Fredericksburg, VA 22412-0001

Please remit payment to: Attn: Cashiers, PO Box 96008, Washington DC 20090-6008

*New*

**PAYMENT RECOVERY NOTICE**

FORD  
 OFFICE OF GENERAL COUNCIL  
 PARK LANE TOWNERS  
 ATTN: SHAWN NORTON  
 3 PARK LANE BLVD STE 400  
 DEARBORN MI 48126  
 Your Insured/Driver: FORD



Date: 08/11/2006  
 Our File #: 004750092 0101 0114  
 Our Insured: [REDACTED]

**WHEN RESPONDING-  
 PLEASE REFER TO OUR  
 CLAIM NUMBER.**

Your File #:  
 Your Vehicle: Tag #:  
 Date of Loss/Location of Loss: 06 01 06

Our investigation shows your insured to be at fault for this accident.

- ✓ The vehicle our insured struck as a result of a transmission problem with our insured's vehicle vin 4m2zu86w54u [REDACTED] was declared a total loss. Documentation is attached. Please honor our claim.

*TRANSMISSION*

CO's Interest: \$3473.42  
 Insured's Deductible: \$  
 Net Salvage Recovery: \$  
 Towing/ Storage: \$  
 Rental: \$  
 Total: \$3473.42

**Please include our claim number when remitting payment.**

- ✓ Please make your check payable to:  
 GEICO  
 Attention: Cashiers  
 P.O. Box 96008  
 Washington, DC 20090-6008
- ✓ Please pay our insured directly for out of pocket rental of \$ .

Thank you for your prompt attention.

**Payment Recovery Examiner: Deidre Cardelein**



531366

**TO:** Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste.1400 West  
Dearborn, MI, 48126-

**RE: Process Served in New York**

**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** Geico General Insurance Company as Subrogee of [REDACTED] Pltf. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Letter, Summons, Complaint

**COURT/AGENCY:** Queens County: Civil Court, NY  
Case # 168935/06

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Asselta Corolla - Amount \$3,861.62

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, New York, NY

**DATE AND HOUR OF SERVICE:** By Certified Mail on 01/02/2007 postmarked on 12/28/2006

**APPEARANCE OR ANSWER DUE:** Within 30 Days

**ATTORNEY(S) / SENDER(S):** Anthony Proscia  
Law Office of Ricky J. Lucyk  
88 Froehlich Farm Boulevard  
Suite 202  
Woodbury, NY, 11797  
516-496-6316

**REMARKS:** Papers were served on the New York State Secretary of State on 12/26/2006.

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day, 798076204839  
Image SOP - Page(s): 8  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** C T Corporation System  
**PER:** Christopher Tilton  
**ADDRESS:** 111 Eighth Avenue  
New York, NY, 10011  
**TELEPHONE:** 212-894-8940

State of New York - Department of State  
Division of Corporations

Party Served:  
FORD MOTOR COMPANY

Plaintiff/Petitioner:  
GEICO GENERAL INSURANCE  
COMPANY

C/O C T CORPORATION SYSTEM  
111 EIGHTH AVENUE  
NEW YORK, NY 10011

Dear Sir/Madam:

Enclosed herewith is a legal document which was served upon the Secretary of State on 12/26/2006 pursuant to SECTION 306 OF THE BUSINESS CORPORATION LAW.

This copy is being transmitted pursuant to such statute to the address provided for such purpose.

Very truly yours,  
Division of Corporations

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

GEICO GENERAL INSURANCE COMPANY AS  
SUBROGEE OF [REDACTED]

Index No:

168935/06

**SUMMONS**

Plaintiff(s),

Plaintiff's address:

Flushing, NY [REDACTED]

-against-

FORD MOTOR COMPANY,

Venue designated is:  
Plaintiff's Residence

Defendant(s).

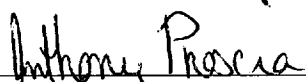
To the above named defendant(s):

**YOU ARE HEREBY SUMMONED** and required to appear in the Civil Court of the City of New York at the office of the Clerk of said Court at 89-17 Sutphin Boulevard, Jamaica, County of Queens, State of New York by serving an Answer to the annexed Complaint upon Clerk of the Court, at the address stated above within the time provided by law as noted below; upon your failure to answer, judgment will be taken against you for the relief demanded in the complaint, together with the costs of this action.

DATED: WOODBURY, NEW YORK  
December 04, 2006

Defendant(s) Address(es)

Ford Motor Company  
One American Road  
Dearborn MI 48126

  
LAW OFFICE OF RICKY J. LUCYK  
By: Anthony Proscia, Esq.  
Attorney for Plaintiff(s)  
88 Froehlich Farm Boulevard, Suite 202  
Woodbury, NY 11797  
516-496-6316

File No: 004750092-0101-114

**NOTE:** The law provides that: (a) if this Summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY (20) days after such service; or (b) If this Summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York you are allowed THIRTY (30) days after the proof of service thereof is filed with the Clerk of this Court within which time to appear and answer.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

GEICO GENERAL INSURANCE COMPANY AS  
SUBROGEE OF [REDACTED]

Index No:

**COMPLAINT**

Plaintiff(s),

Plaintiff's address:

-against-

[REDACTED]  
Flushing, NY [REDACTED]

FORD MOTOR COMPANY,

Venue designated is:  
Plaintiff's Residence

Defendant(s).

**Plaintiff(s), by its attorney, Anthony Proscia, complaining of the defendant(s),  
alleges as follows:**

**AS AND FOR A FIRST CAUSE OF ACTION:**

1. At all times herein stated and hereinafter mentioned, the plaintiff was and still is a corporation authorized to do business in the State of New York, doing so in the County of Queens.
2. At all times herein stated and hereinafter mentioned, plaintiff was and is authorized to issue policies for automobile insurance.
3. That on June 1, 2006, plaintiff had an automobile insurance policy in effect for plaintiff subrogor [REDACTED] (hereinafter "Palumbo") and his 2004 Mercury Mountaineer bearing New York State license plate number [REDACTED] (hereinafter "Mountaineer").
4. At all times herein stated and hereinafter mentioned, defendant Ford Motor Company (hereinafter referred to as "Ford") was and is a corporation authorized to do business in the State of New York, doing so in the County of Queens.
5. At all times herein stated and hereinafter mentioned, defendant Ford was engaged in the business of automobile sales for compensation.
6. That on June 1, 2006, plaintiff subrogor [REDACTED] Mountaineer was involved in an automobile accident with a 1997 Toyota Corolla bearing New York State license plate number [REDACTED] (hereinafter "Corolla") that was owned by [REDACTED] V. Asselta (hereinafter "Asselta"). That said accident occurred on Maguire Avenue at or near the intersection of Amboy Road and Maguire Avenue, County of Richmond, City and State of New York (hereinafter "Accident").

7. The Accident between plaintiff subrogor [REDACTED] and Asselta occurred due to plaintiff subrogor [REDACTED] Mountaineer's defective and malfunctioning transmission.
8. That said Accident and the resulting property damage to Asselta's Corolla were caused by the negligence and carelessness of defendant Ford, in that it caused, allowed and permitted the defective and malfunctioning transmission to be offered for use to and to be used by plaintiff subrogor [REDACTED] Mountaineer.
9. That as a result of said Accident, Asselta Corolla sustained damages in the sum of \$3,473.42.
10. That as a result of said Accident, Asselta suffered loss of use in the sum of \$388.20.
11. By reason of the foregoing, plaintiff was required to pay \$3,861.62 and has been damaged in said sum.

**AS AND FOR A SECOND CAUSE OF ACTION:**

12. That the plaintiff repeats each and every allegation contained in paragraphs "1" through "11", inclusive, of the plaintiff's complaint as though fully set forth herein.
13. At all times herein stated and hereinafter mentioned, "John Doe", being a fictitious name, was an employee, agent and/or servant of defendant Ford.
14. That "John Doe", being a fictitious name, defendant Ford, in connection with its transaction of the Mountaineer to plaintiff subrogor [REDACTED] knew that the Mountaineer would be operated by plaintiff subrogor [REDACTED] upon the public roadways, and "John Doe", being a fictitious name, defendant Ford warranted that the Mountaineer could be operated in a safe manner upon the public roadways.
15. That the Mountaineer as it was transacted to plaintiff subrogor [REDACTED] was defective and unfit for the purpose intended in that the transmission repeatedly malfunctioned, and was not merchantable, and "John Doe", being a fictitious name, defendant Ford knew or should have known that a defective and malfunctioning transmission would likely result in an automobile accident, and thereby result in property damage to plaintiff subrogor [REDACTED] automobile and to other automobiles upon the public roadways.
16. Within a reasonable time after plaintiff subrogor [REDACTED] discovery of the defective and malfunctioning transmission, and defendant Ford's breach of warranty, defendant Ford was given due notice thereof, and the continuing defective and malfunctioning condition of the transmission was due to the fault of defendant Ford, and was due to the improper manufacture, fabrication and composition of the transmission and contained inherent defects in its quality, composition and manufacture, of which defects defendant Ford knew or should have known by proper tests and inspection.

17. That as a result of said Accident, Asselta Corolla sustained damages in the sum of \$3,473.42.
18. That as a result of said Accident, Asselta suffered loss of use in the sum of \$388.20.
19. By reason of the foregoing, plaintiff was required to pay \$3,861.62 and has been damaged in said sum.

**AS AND FOR A THIRD CAUSE OF ACTION:**


20. That the plaintiff repeats each and every allegation contained in paragraphs "1" through "11" and "13" through "19", inclusive, of the plaintiff's complaint as though fully set forth herein.
21. That at all times hereinafter mentioned, the defendant Ford herein was engaged in the business of automobile repairs for compensation.
22. That upon information and belief at the time of said negligent repairs, "John Doe", being a fictitious name, was acting within the scope of his employment as an employee, agent and servant for the defendant Ford.
23. That "John Doe", being a fictitious name, repaired said motor vehicle in a negligent manner.
24. The Accident between plaintiff subrogor [REDACTED] and Asselta was caused solely as a result of defendant Ford, its agents, servants and/or employees in the diagnosis, repair and/or maintenance of plaintiff subrogor [REDACTED] Mountaineer.
25. That the defendant Ford and "John Doe", being a fictitious name, were negligent, careless and reckless in control, supervision, training and management of their employees and failed to have adequate and qualified personnel on the premises at the time of the reparations and was otherwise negligent, careless and reckless under the circumstances.
26. That as a result of said Accident, Asselta Corolla sustained damages in the sum of \$3,473.42.
27. That as a result of said Accident, Asselta suffered loss of use in the sum of \$388.20.
28. By reason of the foregoing, plaintiff was required to pay \$3,861.62 and has been damaged in said sum.

**AS AND FOR A FOURTH CAUSE OF ACTION:**

29. That the plaintiff repeats each and every allegation contained in paragraphs "1" through "11", "13" through "19" and "21" through "28", inclusive, of the plaintiff's complaint as though fully set forth herein.
30. That the defendant Ford upon accepting the plaintiff subrogor [REDACTED] Mountaineer for repairs in return for an agreed compensation, were bailees for hire.
31. That the defendant Ford breached its duties as a bailee for hire, said duties being implied in law, in that the defendant Ford, its employees, agents and/or servants failed to diagnose, repair, maintain, manage and control the plaintiff subrogor [REDACTED] Mountaineer safely and securely, failed to prevent the same from being damaged, failed to have adequate and responsible employees on duty so as to properly repair the vehicle and otherwise breached its contract as bailee for hire.
32. That as a result of said Accident, Asselta Corolla sustained damages in the sum of \$3,473.42.
33. That as a result of said Accident, Asselta suffered loss of use in the sum of \$388.20.
34. By reason of the foregoing, plaintiff was required to pay \$3,861.62 and has been damaged in said sum.

**WHEREFORE, plaintiff(s) demand(s) judgment against said defendant(s) for the sum of \$3,861.62 with interest thereon from June 15, 2006, the date of payment, from plaintiff subrogor to plaintiff subrogee, together with costs and disbursements.**

DATED:            WOODBURY, NEW YORK  
                      DECEMBER 04, 2006

  
\_\_\_\_\_  
LAW OFFICE OF RICKY J. LUCYK  
By: Anthony Proscia, Esq.  
Attorney for Plaintiff(s)  
88 Froehlich Farm Boulevard, Suite 202  
Woodbury, NY 11797  
516-496-6316

File No: 004750092-0101-114







00000001

ABAMA UNIFORM TRAFFIC ACCIDENT REPORT

DPS

Accident No.

Local Case No. 06-003553

Shaded Areas To Be Used By Data Processing Only

Sheet 1 of 1 Sheet(s)

Microfilm No.

LOCATION AND TIME	Date: 04 21 2006 Month Day Year	Time: 1:45 PM AM PM	Day of Week: D S S M T W TH	County: 43 City: OPELIKA	Postal: [ ]	Highway Classification: 1- Interstate 2- State 3- Federal 4- County	M- Municipal P- Private Prop O- Other	Local Zone: 01
	On Street, Road or Highway: 1203 WEST END COURT		At Intersection of or Between (Mode 1) AND (Mode 2): ACCEPTANCE INSURANCE PARKING LOT		Mode 1: [ ] Mode 2: [ ] Fast From 1 or 2 Miles (Circle One)		Collision Event: 01- Overturned 02- Fire/Explosion 03- Immersion 04- Gas Inhalation 05- Spill 06- Road/Drainage Collapsed 07- Locked 08- Collision Event 09- Paved/Cargo Fall from Moving Vehicle 10- Trailer Mech Come Loose 11- Other	
	Intersection Related: 1- Mode 1 2- Mode 2 N- Not Related	Mile Post: [ ]	Control Access Hwy Loc: [ ]	1- Main Rd 2- Frontage Rd 3- Interchange 4- Entrance Ramp 5- Exit Ramp 6- N/A	Prime Contr Circles: 98	Prime Contr Unit No: 1	Collision Event (cont.): 12- Mailboxes 13- Gas Line 14- Retained 15- Bridge Rail 16- Culvert Headwall 17- Curbing 18- Retaining Wall 19- Median Barrier 20- Sidewalk 21- Building 22- Fence 23- Boulder 24- Ditch 25- Overpass/Underpass 26- Other Fixed Object 27- Breakaway Sign 28- Retained 29- Telephone Bank 30- Guy Wire 31- Breakaway Light 32- Overhead Object 33- Bridge Abutment 34- Animal with Rider 35- Foreign Material in Road 36- Pavement 37- Hole 38- Other	
	First Harmful Event: 15	Event Location: 5	Distance to Fixed Object: NA FT.					

UNIT NO LEFT SCENE COM VEH	Driver Full Name: [ ]	Street Address: [ ]	City and State: [ ]	ZIP: [ ]	Telephone No: 334-642-0551	
	Driver License No. [ ]	DL Class: [ ]	DL Status: [ ]	List Restrictions: [ ]	CDL Status: [ ]	
	Place of Employment: ACCEPTANCE INS.	Liability Insurance Co. [ ]	Social Security No. [ ]			
	Driver's Condition: 1- No Defect 2- Apparently Asleep 3- Fatigued 4- M 5- Other 6- Unknown	Sobriety: [ ]	Officer's Opinion: [ ]	Alcohol/Drugs: [ ]	Yes/No/Unk	Type Test Given: [ ]
Maneuver: [ ]	Travel Road Name: 1203 WEST END COURT	Road Code: [ ]	Travel Direction: N E S W A-Not on Rd U-Und	Other Contr Circumstance: 97	Prime Harm Event: 15	
Vehicle: 2002 MERC	Make: [ ]	Model: [ ]	Body: [ ]	VIN: 4M2ZG6GWO2M	License Tag Number: [ ]	
Owner's Name: [ ]	Street or RFD: [ ]	City: LAURETT	State: AL	ZIP: [ ]	Telephone No: [ ]	
Type: 1- Auto		Usage: 1- Personal	Hazardous Cargo: 1- None	Attachment: 1- None	Contributing Defect: 1- None	Circle areas Damaged On Diagram: [ ]
2- Station Wagon		2- Driver Trng	2- Explosive	2- Mobile Home	2- Brakes	
3- Pick Up		3- Construction	3- Gas	3- Semi Trailer	2- Steering	Enter Point of Initial Impact: [ ]
4- Van		4- Ambulance/Paramedical	4- Flam/Combust Liq	4- Utility Trailer	3- Power Plant	
5- Truck Tractor		5- Military	5- Flammable Solids	5- 4-Wheel Trailer	4- Suspension	
6- Other Truck		6- Taxi	6- Oxidizer/Peroxide	6- Boat Trailer	5- Tires	
7- Comm. Bus		7- Transport Prop	7- Poison	Oversized Load (Reg. Permit)	6- Exhaust	
8- School Bus		8- Agriculture	8- Radioactive Matl	Yes/No/NA	7- Lights	
9- Other Bus		9- Winch/Tow	9- Corrosive Material	Yes/No/NA	8- Turn Signal	
10- Motorcycle		98- Other	98- Other	Vehicle Towed Away? [ ]	9- Unknown	

UNIT NO LEFT SCENE COM VEH VEHICLE OR PEDESTRIAN	Driver/Pedestrian Full Name: [ ]	Street Address: [ ]	City and State: LAURETT, AL	ZIP: [ ]	Telephone No: [ ]	
	Driver License No. [ ]	DL Class: [ ]	DL Status: [ ]	List Restrictions: [ ]	CDL Status: [ ]	
	Place of Employment: UNEMPLOYED	Liability Insurance Co. [ ]	Social Security No. [ ]			
	Driver/Ped Condition: 1- No Defect 2- Apparently Asleep 3- Fatigued 4- M 5- Other 6- Unknown	Sobriety: [ ]	Officer's Opinion: [ ]	Alcohol/Drugs: [ ]	Yes/No/Unk	Type Test Given: [ ]
Maneuver/Action: 98	Travel Road Name: 1203 WEST END COURT	Road Code: [ ]	Travel Direction: N E S W A-Not on Rd U-Und	Other Contr Circumstance: 97	Prime Harm Event: 20	
Vehicle: 02	Make: [ ]	Model: [ ]	Body: [ ]	VIN: [ ]	License Tag Number: [ ]	
Owner's Name: [ ]	Street or RFD: [ ]	City: [ ]	State: [ ]	ZIP: [ ]	Telephone No: [ ]	
Type: 1- Auto		Usage: 1- Personal	Hazardous Cargo: 1- None	Attachment: 1- None	Contributing Defect: 1- None	Circle areas Damaged On Diagram: [ ]
2- Station Wagon		2- Driver Trng	2- Explosive	2- Mobile Home	2- Brakes	
3- Pick Up		3- Construction	3- Gas	3- Semi Trailer	2- Steering	Enter Point of Initial Impact: [ ]
4- Van		4- Ambulance/Paramedical	4- Flam/Combust Liq	4- Utility Trailer	3- Power Plant	
5- Truck Tractor		5- Military	5- Flammable Solids	5- 4-Wheel Trailer	4- Suspension	
6- Other Truck		6- Taxi	6- Oxidizer/Peroxide	6- Boat Trailer	5- Tires	
7- Comm. Bus		7- Transport Prop	7- Poison	Oversized Load (Reg. Permit)	6- Exhaust	
8- School Bus		8- Agriculture	8- Radioactive Matl	Yes/No/NA	7- Lights	
9- Other Bus		9- Winch/Tow	9- Corrosive Material	Yes/No/NA	8- Turn Signal	
10- Motorcycle		98- Other	98- Other	Vehicle Towed Away? [ ]	9- Unknown	

Contributing Circumstances: 01- Improper Passing 02- Improper Lane Change/Usage 03- Improper Turn/Stop 04- Following Too Close 05- Misjudge Stopping Dist 06- Over Speed Limit 07- Avoid Impact/Person/Veh 08- Unavoidable Impact/Person/Veh 09- Improper Backing 10- Improper Traffic Control 11- Improper Use Signal 12- Improper Driving/Impair 13- Head Deflect 14- Vision Obstruction 15- Defective Equipment 16- DUI 17- Under Min Speed 18- Under Load/Size 19- Improper Attachment 20- Improper Backing 21- Fail to Yield Right-of-Way 22- Other Condition 23- Wrong Side of Road 24- Veh Pushed by Person 25- Veh Lck Road 26- Driver Not in Control 27- Load Shift 28- Parts/Cargo Item Veh 29- Ped Violation 30- Veh Wgn/Imp/Lnch 31- Veh Wgn/Imp/Lnch 32- Ped Under Influence 33- Illegal/Improper Parking 34- None 35- Other	Driver's Motion: 01- Go Straight Ahead 02- Pass on Left 03- Pass on Right 04- Pass on Right 05- Go Straight-Left Turn Lane 06- Go Straight-Right Turn Lane 07- Change Lanes-Left 08- Change Lanes-Right 09- Merge-Left 10- Merge-Right 11- Right Turn 12- Left Turn 13- U-Turn 14- Start Lane Park 15- Start Lane Traffic 16- Stopping/Stopping 17- Stopped on Traffic 18- Avoid Object in Road 19- Exiting Private Road/Property 20- Pedestrian Move with Traffic in Road 21- Pedestrian Move Against Traffic in Road 22- Pedestrian Move Across Road 23- Pedestrian Move in Bike Path 24- Enter Parked Position 25- Parked-Legally 26- Parked-Ilegally 27- Backing 28- Pushed by Vehicle 29- Pushed by Pedestrian	Pedestrian Action: 01- Cross/Stray-Intersection 02- Cross/Stray-Other 03- Walk in Road-With Traffic 04- Walk in Road-Against Traffic 05- Stand in Roadway 06- Get on/off Vehicle 07- Push/Work on Vehicle 08- In Road-Other Work 09- In Road-Playing 10- In Road-Other	Event Loc: 1- On Roadway 2- On Roadway 3- Highway 4- Driveway 5- Private Road/Property 6- In Intersection
--	--	--	---

E09-020 0307 LC

SEATING	Unit 1 1 44 5 81 7 8 9	Other Involved Unit (Circle One) 12 - Pedestrian 13 - Rider of Domestic Animal 14 - Occ. of Non-Motorized Vehicle 15 - Victim of Other Circumstance/ Codes Not Applicable Other Involved Safety Equipment	Unit 2 1 2 3 4 5 6 7 8 9	Other Involved Unit (Circle One) 1 - Pedestrian 13 - Rider of Domestic Animal 14 - Occ. of Non-Motorized Vehicle 15 - Victim of Other Circumstance/ Codes Not Applicable Other Involved Safety Equipment <u>91</u>
---------	---	--	---	---

**CODES**

**SAFETY EQUIPMENT**

91 - None Installed  
95 - Not Applicable  
98 - Unknown (Any Type)

Exp. Belt Only  
11 - Fastened  
12 - Not Fastened  
Exp./Shoulder Harness  
21 - Lap Only Used  
22 - Notches Used  
23 - Shoulders Only Used  
24 - Both Used

Motorcycle Helmet  
31 - None Used  
32 - Used

Air Bags  
41 - Deployed, Belts Used  
42 - Not Deployed, Belts Used  
43 - Deployed, Belts Not Used  
44 - Not Deployed, Belts Not Used

Child Restraints  
51 - Child Restraint Used  
52 - Other Restraint Used  
53 - None Used

Foot Cycles/Pedestrian  
91 - Compressing Clothing  
92 - Non-compressing Clothing

VICTIMS	Name	Address	Unit No	Seat Pos	Injury Type	Age	Sex	Ejec-tion	First Aid By
	[REDACTED]	[REDACTED]	2	12	A	32	F	N	A
N/A	Name	Address	Unit No	Seat Pos	Injury Type	Age	Sex	Ejec-tion	First Aid By
	[REDACTED]	[REDACTED]							

**CODES**

Injury Type  
K - Killed  
B - Bruise/Abrasion/Swelling  
A - Visible or Carried from Scene  
C - Not Visible - Has Pain/Faint

Other Involved  
B - Not Ejected  
F - Fully Ejected  
P - Partially Ejected  
U - Unknown  
A - Not Applicable

First Aid By  
A - Ambulance Attended  
D - Doctor  
M - Paramedic  
O - Other  
P - Police  
U - Unknown  
N - None

**NARRATIVE AND DIAGRAM**

- NA -

0000002

Officer's Opinion of What Happened: MVI WAS TRAVELING SOUTH IN THE PARKING LOT OF ACCEPTANCE INSURANCE. PEDESTRIAN WAS WALKING EAST IN THE PARKING LOT OF ACCEPTANCE INSURANCE. MVI WAS KNICKED OUT OF SEAT BELT AT A TABLE AND MVI STRUCK PEDESTRIAN, ANOMALY PENNED UP AGAINST THE WALL VS ACCEPTANCE INSURANCE BY MVI.

**ROADWAY ENVIRONMENT**

For Each Roadway Environment Field, Circle One Entry for Each Involved Unit:

Unit 1	Contributing Road Defects	Surface Construction	Conditions	Accident In Or Related To Road Construction Zone?	Material In Roadway (Contributing)	Material Source	Character
<input checked="" type="checkbox"/>	4 4 - None 1 1 - Shoulders Low 2 2 - Shoulders High 3 3 - Holes, Bumps, Etc 8 8 - Other	1 1 - Asphalt 2 2 - Concrete 3 3 - Brick 4 4 - Unpaved 8 8 - Other	1 1 - Dry 2 2 - Wet 3 3 - Icy 4 4 - Snowy/Slushy 5 5 - Muddy 8 8 - Other	Yes Yes No No	1 1 - None 2 2 - Rocks 3 3 - Trees/Limbs 4 4 - Dirt 5 5 - Gravel 6 6 - Oil/Petrol 8 8 - Other 9 9 - Other	1 1 - Not Applicable 2 2 - Natural Environment 3 3 - Dropped from Vehicle 4 4 - Already in Road, But Fell from Vehicle 8 8 - Other 9 9 - Unknown	1 1 - Straight - Level 2 2 - Straight - Down Grade 3 3 - Straight - Up Grade 4 4 - Straight - Hillcrest 5 5 - Curve - Level 6 6 - Curve - Down Grade 7 7 - Curve - Up Grade 8 8 - Curve - Hillcrest

Vision Obscured By:		Traffic Control		Opposing Lanes Separated By:		Trafficway Lanes	
97 97 - Not Obscured 1 1 - Buildings 2 2 - Signboards 3 3 - Trees, Crops, Bushes 4 4 - Blowing Snow/Sand 5 5 - Hillcrest 6 6 - Curve in Road 7 7 - Fog 8 8 - Parked Vehicle 9 9 - Moving Vehicle(s)	10 10 - Blinded by Sunlight 11 11 - Fire/Smoke 12 12 - Dust 13 13 - Blinded by Headlights 14 14 - Embankment 15 15 - Rain on Windshield 16 16 - Snow on Windshield 98 98 - Other 99 99 - Unknown	1 1 - Police Officer 2 2 - R.R. Crossing Gates 3 3 - R.R. Flashing Lights 4 4 - R.R. Cross Bucks/Pave Mark 5 5 - Pedestrian Control 6 6 - Traffic Signal 7 7 - Flashing Beacon 8 8 - Stop Sign 9 9 - Yield Sign 10 10 - Lane Control Device	11 11 - Flagger 12 12 - No Passing Zone 97 97 - None 98 98 - Other	97 97 - None 1 1 - Paved Surface 2 2 - Unpaved Surface 3 3 - Broken Painted Line 4 4 - Solid Painted Line 5 5 - Concrete Barrier 6 6 - Metal Guard Rail 7 7 - Fence 98 98 - Other Barrier	1 1 - One Lane 2 2 - Two Lanes 3 3 - Three Lanes 4 4 - Four Lanes 5 5 - Five Lanes 6 6 - Six Lanes or More	One-Way Street Yes Yes No No	

**INVESTIGATION**

Light 1 - Daylight 2 - Dawn 3 - Dusk	Weather 4 - Darkness - Road Not Lit 5 - Darkness - Road Lit	Weather 1 - Clear 2 - Cloudy 3 - Rain 4 - Snow	Weather 5 - Sleet/Hail 6 - Crosswind 7 - Fog 8 - Other	Locals 1 - Open Country 2 - Residential 3 - Shop or Business 4 - Mig or Industrial	Non-Vehicular Property Damage 1 - None Visible 2 - Light 3 - Moderate 4 - Severe	Property Damage Description Description Owner: <u>NA</u>
Time Police Notified 1350	Time Police Arrived 1307	Time EMS Arrived 1357	Name of Photographer NA	Address:		
Witness Full Name NA	Address	Telephone				
Witness Full Name NA	Address	Telephone				
Name of Investigating Officer D. J. PARRIGENS	Officer ID 0204	Agency ORN 0430200	Supervisor Reviewed			
Name of Other Investigating Officer(s) at Scene NA	Officer ID	Agency ORN				

**CT CORPORATION**  
A WoltersKluwer Company

**Service of Process  
Transmittal**

03/06/2007  
Log Number 512011659

**TO:** Chris Dzbanski  
Ford Motor Company  
Three Parklane Blvd., Ste. 1400 West  
Dearborn, MI, 48126-

**RE:** **Process Served in Alabama**

**FOR:** Ford Motor Company (Domestic State: DE)

NEW SUIT  
538315

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

**TITLE OF ACTION:** [REDACTED] Pltfs. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Summons, Return of Service Form, Complaint

**COURT/AGENCY:** US District Court Middle District of Alabama Northern Division, Al  
Case # 3:07 CV 175

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Negligence in manufacturing the defective & unsafe product - 2002 Mercury Mountaineer, VIN# 4MU2ZU66W02U [REDACTED] - came out of parking gear and injured plaintiff on 4/21/06

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Montgomery, AL

**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/06/2007 postmarked: "Not Post Marked"

**APPEARANCE OR ANSWER DUE:** 20 days

**ATTORNEY(S) / SENDER(S):** D. Michael Andrews  
Beasley, Allen, Crow, Methvin, Portis, & Miles PC  
PO Box 4160  
Montgomery, AL, 36104  
334-269-2343

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day, 790195375750  
Image SOP - Page(s): 11  
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

**SIGNED:** The Corporation Company  
**ADDRESS:** 2000 Interstate Park Drive  
Suite 204  
Montgomery, AL, 36109  
**TELEPHONE:** 334-387-7680

LITIGATION  
PRACTICE GROUP

7 MAR -8 10:52

OFFICE OF THE  
GENERAL COUNSEL

Page 1 of 1 / SR

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of the package only, not of its contents.

PE09-020 0309 LC

UNITED STATES DISTRICT COURT

MIDDLE

District of

ALABAMA, NORTHERN DIVISION



SUMMONS IN A CIVIL ACTION

V.

FORD MOTOR COMPANY, et al.

CASE NUMBER: 3:07 cv 175-WHA  
CV-2007-\_\_\_\_\_

TO: (Name and address of Defendant)

Ford Motor Company  
The Corporation Company  
2000 Interstate Park Drive, Suite 204  
Montgomery, Alabama 36109

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

D. Michael Andrews  
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
Post Office Box 4160  
Montgomery, Alabama 36103-4160

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Debra P. Hackett

CLERK

*[Handwritten Signature]*

(By) DEPUTY CLERK

3-5-07

DATE

<b>RETURN OF SERVICE</b>		
Service of the Summons and complaint was made by me <sup>(1)</sup>	DATE	
NAME OF SERVER ( <i>PRINT</i> )	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<p><input type="checkbox"/> Served personally upon the defendant. Place where served:</p> <p><input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:</p> <p><input type="checkbox"/> Returned unexecuted:</p> <p><input type="checkbox"/> Other (specify):</p>		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL \$0.00
<b>DECLARATION OF SERVER</b>		
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____ Date</p> <p>_____ <i>Signature of Server</i></p> <p>_____ <i>Address of Server</i></p>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

[REDACTED]

and )

Plaintiffs, )

vs. )

FORD MOTOR COMPANY; Fictitious )  
Defendant "A", that person, )  
corporation, or other legal entity who )  
designed, engineered, manufactured, )  
installed, or marketed the 2002 )  
Mercury Mountaineer vehicle which is )  
the subject matter of this lawsuit; )  
Fictitious Defendant "B", that person, )  
corporation, or other legal entity who )  
designed, engineered, manufactured, )  
installed, or marketed the automatic )  
transmission and shift mechanism )  
thereof for the vehicle which is the )  
subject matter of this lawsuit; )  
Fictitious Defendant "C", that person, )  
corporation or other legal entity who )  
designed, engineered, manufactured, )  
installed or marketed the shift )  
indicator for the subject vehicle; )  
Fictitious Defendant "D", that person, )  
corporation, or other legal entity who )  
designed, engineered, manufactured, )  
installed, or marketed the brake )  
transmission shift interlock for the )  
subject vehicle; Fictitious Defendant )  
"E", that person, corporation or other )  
legal entity who sold or participated in )  
the distribution of the subject vehicle )  
into the stream of commerce; )  
Fictitious Defendant "F", that person, )  
corporation or other legal entity who's )  
negligence or wantonness combined )  
with the negligence or wantonness of )  
others to cause the injuries to )  
[REDACTED] all of said )

RECEIVED

2007 FEB 27 P 3:44

DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA

CIVIL ACTION NO. CV 2007-175

3:07 cv 175-WHA

DEMAND FOR JURY TRIAL



**Fictitious Defendants are unknown to Plaintiff at this time but will be substituted by amendment when ascertained,**

**Defendants.**

**COMPLAINT**

**STATEMENT OF THE PARTIES**

1. Plaintiff, [REDACTED] is over the age of nineteen (19) years and is a resident citizen of Chambers County, Alabama.

2. Plaintiff, [REDACTED] is over the age of nineteen (19) years and is a resident citizen of Chambers County, Alabama.

3. Defendant Ford Motor Company (hereinafter "Ford") is believed to be a foreign corporation with its principal place of business in Detroit, Michigan, and does business by agent in the State of Alabama. Said Defendant has sufficient contacts with the State of Alabama to invoke the jurisdiction of this Court. Defendant Ford is believed to be the entity which was responsible for the design, engineering, manufacturing, and marketing of the 2002 Mercury Mountaineer, VIN # 4M2ZU66W02U [REDACTED], which is the subject matter of this lawsuit.

4. Fictitious Defendant "A" is that person, corporation, or other legal entity who designed, engineered, manufactured, installed, or marketed the 2002 Mercury Mountaineer vehicle which is the subject matter of this lawsuit.

5. Fictitious Defendant "B" is that person, corporation, or other legal entity who designed, engineered, manufactured, installed, or marketed the automatic

transmission and shift mechanism thereof for the vehicle which is the subject matter of this lawsuit.

6. Fictitious Defendant "C" is that person, corporation or other legal entity who designed, engineered, manufactured, installed, or marketed the shift indicator for the subject vehicle.

7. Fictitious Defendant "D" is that person, corporation, or other legal entity who designed, engineered, manufactured, installed, or marketed the brake transmission shift interlock for the subject vehicle.

8. Fictitious Defendant "E" is that person, corporation or other legal entity who sold or participated in the distribution of the subject vehicle into the stream of commerce.

9. Fictitious Defendant "F" is that person, corporation or other legal entity who's negligence or wantonness combined with the negligence or wantonness of others to cause the injuries to [REDACTED]

10. This Court has subject matter jurisdiction of this civil action on the basis that the amount in controversy exceeds \$ 75,000, and is between citizens of different states. 28 U.S.C.S. § 1332.

#### **Statement of the Facts**

11. This cause of action arises out of an incident that occurred on April 21, 2006 in Lee County, Alabama.

12. On said date, [REDACTED] was driving her 2002 Mercury Mountaineer and placed the vehicle into park.

13. [REDACTED] exited the vehicle with the transmission in park and the engine running.

14. Because the park interlock (brake transmission shift interlock) failed to properly operate, the transmission shift lever was moved out of park and into gear. As a result, the vehicle moved forward and struck [REDACTED] and crushed her against a building wall. She suffered numerous injuries, including the amputation of her leg.

15. At the time of the incident the vehicle was in substantially the same condition at the time it left the Defendant's hands and placed the vehicle into the stream of commerce.

16. The subject vehicle was being used as intended and in a manner reasonably foreseeable to Defendants.

17. The Defendants knew or should have known that this vehicle was equipped with a defective transmission park/shift interlock (brake transmission shift interlock) yet failed to take steps to prevent this accident.

18. As a direct and proximate result of the injuries to his wife, [REDACTED] has suffered mental anguish, emotional pain and suffering, and loss of society, marital care, and comfort to the detriment of his marital relationship. Further, he has been injured and has been damaged by loss of consortium as to his right to his wife's company, fellowship, cooperation, and assistance in the marital relationship as a partner in the family unit.

**COUNT ONE**  
**(Alabama Extended Manufacturer's Liability Doctrine)**

19. Plaintiffs reallege and incorporate by reference all of the allegations contained in paragraphs 1 through 18 of the Complaint as if set out here in full.

20. This cause of action is brought pursuant to the Alabama Extended Manufacturer's Liability Doctrine (AEMLD).

21. Defendant Ford and Fictitious Defendants "A" through "F" designed, manufactured, distributed and marketed the 2002 Mercury Mountaineer.

22. Defendants expected that the subject vehicle would reach the user or consumer in the condition that it was at the time of incident.

23. The subject vehicle was in substantially the same mechanical and design condition on the date of the incident as on the date of the original manufacture and sale.

24. The subject vehicle was being used as it was intended to be used and in a manner reasonably foreseeable to Defendants.

25. The incident was reasonably foreseeable to Defendants.

26. The subject vehicle, including its component parts, was defective in its design, manufacture and/or the warnings that accompanied it.

27. The defective or unreasonably dangerous condition of the vehicle subjected Plaintiff, [REDACTED], to an unreasonable risk of harm in that it contained a defective transmission shift interlock that allowed the vehicle to move from park into gear without requiring that the brake be depressed.

28. As a direct and proximate result of the defective condition of the vehicle as alleged herein, Plaintiff, [REDACTED], suffered severe permanent physical injuries, including but not limited to the amputation of her leg.

WHEREFORE, Plaintiffs [REDACTED] demand judgment against Defendants Ford Motor Company and Fictitious Defendants "A" through "F" in such amount as a jury may award, plus the cost of this action.

**COUNT TWO**  
**(Negligence)**

29. Plaintiffs reallege and incorporate by reference all of the allegations contained in paragraphs 1 through 28 of the Complaint as if set out here in full.

30. Defendants Ford and Fictitious Defendants "A" through "F" were negligent in the design, manufacture, testing, inspection, distribution and/or sale, maintenance or repair, and failure to recall of the 2002 Mercury Mountaineer vehicle which is the subject matter of this lawsuit.

31. As a proximate result of the negligence of Defendants, [REDACTED] [REDACTED] was severely injured as described herein.

WHEREFORE, Plaintiffs [REDACTED] demand such judgment against Defendants Ford Motor Company and Fictitious Defendants "A" through "F" in such amount as a jury may award, plus the cost of this action.

**COUNT THREE**  
**(Wantonness)**

32. Plaintiffs reallege and incorporate by reference all of the allegations contained in paragraphs 1 through 31 of the Complaint as if set out here in full.

33. Defendants Ford and Fictitious Defendants "A" through "F" were wanton in the design, manufacture, testing, inspection, distribution and/or sale, maintenance or repair, and failure to recall of the 2002 Mercury Mountaineer vehicle which is the subject matter of this lawsuit.

34. As a proximate result of the wantonness of Defendants, [REDACTED]

[REDACTED] was severely injured.

WHEREFORE, Plaintiffs [REDACTED] demand such judgment against Defendants Ford Motor Company and Fictitious Defendants "A" through "F" in such amount as a jury may award, plus the cost of this action.

**COUNT FOUR**  
**(LOSS OF CONSORTIUM)**

35. Plaintiffs reallege and incorporate by reference all of the allegations contained in paragraphs 1 through 34 of the Complaint as if set out here in full.

36. [REDACTED] is the husband and marriage partner of [REDACTED]  
[REDACTED]

37. [REDACTED] was injured and damaged as alleged herein as a result of the negligence and/or wantonness of Defendants.

38. As a proximate result of Defendants' negligence and/or wantonness, [REDACTED] lost the love, affection, and services of his wife, [REDACTED]  
[REDACTED]

WHEREFORE, [REDACTED] demands judgment against Defendants in such an amount of compensatory damages as a jury may award, a separate amount of punitive damages, and his costs of this action.

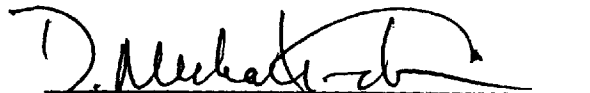
  
D. MICHAEL ANDREWS (AND076)  
Attorneys for Plaintiff

OF COUNSEL:

BEASLEY, ALLEN, CROW, METHVIN,  
PORTIS & MILES, P.C.  
Post Office Box 4160  
Montgomery, Alabama 36104  
(334) 269-2343  
(334) 954-7555 (fax)

**JURY DEMAND**

PLAINTIFFS HEREBY DEMAND TRIAL BY JURY ON ALL ISSUES OF THIS  
CAUSE.

  
OF COUNSEL







ALLSTATE INSURANCE COMPANY  
P. O. BOX 168288  
IRVING TX 750168288

10/07/04

KEYSER MILLER FORD  
8 MAIN ST  
SCHWENKSVILLE PA 19473

IN REPLY REFER TO:

CLAIM NUMBER: 2596038022 L50  
OUR INSURED: [REDACTED]  
ACCIDENT DATE: 09/25/03  
LOCATION: [REDACTED] . SONS HOUSE POTTSTOWN PA  
AMOUNT OF LOSS: \$ 1,398.36

OUR INVESTIGATION OF THE LOSS IN WHICH YOU WERE INVOLVED INDICATES THAT YOU ARE RESPONSIBLE FOR THE DAMAGES SUSTAINED BY OUR POLICYHOLDER.

WE HAVE MADE A SETTLEMENT WITH OUR INSURED AND OUR INSURED'S CLAIM AGAINST YOU HAS BEEN ASSIGNED TO US.

IF YOU ARE NOT INSURED FOR THIS LOSS, PLEASE CONTACT THIS OFFICE TO NEGOTIATE PAYMENT.

IF YOUR INSURANCE DOES COVER THIS LOSS, JUST FILL IN THE INFORMATION ABOUT YOUR INSURANCE COMPANY BELOW AND RETURN THIS LETTER IN THE ENCLOSED ENVELOPE. WE WILL THEN GET IN TOUCH WITH YOUR INSURANCE COMPANY.

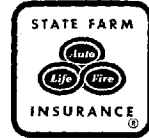
SINCERELY,  
RECOVERY DEPARTMENT  
ALLSTATE INSURANCE COMPANY

*Handwritten notes:*  
- 1201  
- 9/25/03  
- \$1,398.36  
- Pottstown, PA  
- 102 EXPL  
- VIN  
- 28102A (M)  
- Slipped out of pack

I CARRY INSURANCE POLICY NO. \_\_\_\_\_  
WITH \_\_\_\_\_  
NAME OF COMPANY \_\_\_\_\_  
AGENT \_\_\_\_\_  
MY ADJUSTER (CHOOSE ONE) IS \_\_\_\_\_  
MY CLAIM NO IS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
I HAVE REPORTED (OR WILL REPORT) THIS LOSS TO MY INSURANCE COMPANY \_\_\_\_\_ YES \_\_\_\_\_ NO  
SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_



# State Farm Insurance Companies®



January 9, 2004

CLAIM OFFICE  
1433 Highway 34, Bldg. B  
Farmingdale, New Jersey 07727  
Phone: (732) 751-2300

FORD MOTOR COMPANY  
PARK LANE TOWERS WEST  
3 PARK LN BLVD STE 400  
DEERBORN MI 48126-2568

RE: Claim Number: 30-V677-979  
Our Insured: [REDACTED]  
Date of Loss: October 3, 2003  
Make/Model/  
Year of Product: 2003 Ford Explorer 4 x 4 XLS  
VIN Number: 1FMDU72K03Z [REDACTED]

Dear Sir or Madam:

This is a State Farm insured 2003 Ford Explorer which was involved in a collision. We settled the claim with our insured in the amount of \$4,441.32 which includes our insured's deductible and the repairs to two parked and unoccupied Ford Thunderbirds which were paid while this, claim was being investigated.

Our investigation revealed the cause of this loss was due to a mechanical defect in which this vehicle jumped out of the gear while in a parked position with the emergency brake depressed.

Enclosed is documentation of State Farm's claim. After this loss, the vehicle was held for several days at Rittenhouse Kerr Ford and any questions related to this accident should be directed to them.

Please consider this letter as our demand to Ford Motor Company for the reimbursement of \$4,441.32.

Sincerely,

*Lisa M. Deppe*  
Lisa M. Deppe  
Claim Representative  
(732) 751-2316  
State Farm Indemnity Company

LD/658/0109007R

Enclosure

cc: Rittenhouse Kerr Ford  
700 Shrewsbury Avenue  
Red Bank, NJ 07701

TR  
- '03 Expe  
- VIN  
- 10/3/03  
- \$4,441.32  
- TINTON FALLS NJ  
- [Signature]  
- 445 [Signature]

NEW JERSEY POLICE CRASH REPORT

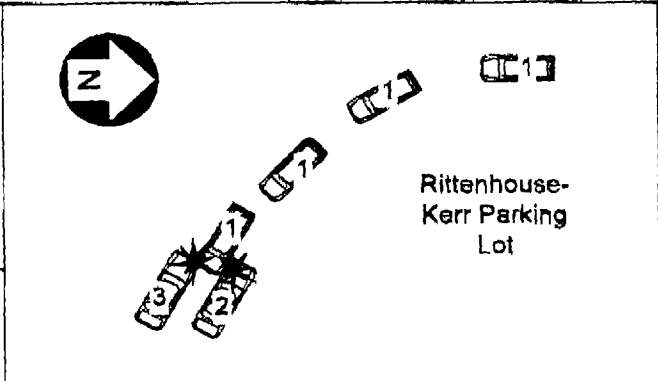
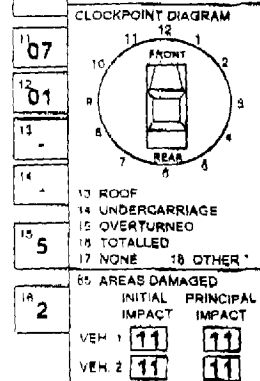
REPORTABLE NON-REPORTABLE

43 CASE NUMBER 2003-36-8677
44 POLICE DEPARTMENT OF TINTON FALLS
45 STATION/PRECINCT
46 DATE OF COLLISION
47 DAY OF WEEK
48 TIME
49 MUNICIPALITY
50 TOTAL KILLED
51 TOTAL INJURED

52 INS. CODE 962
53 ROUTE NO. 13
54 MILEPOST
55 ROAD NAME Sycamore Ave.
56 DRIVER'S FIRST NAME
57 DRIVER'S FIRST NAME

58 DRIVER'S LICENSE NUMBER
59 DRIVER'S LICENSE NUMBER
60 DRIVER'S LICENSE NUMBER
61 DRIVER'S LICENSE NUMBER

62 VIN NUMBER 1 FMDU72K03
63 VIN NUMBER 1FAHP60AX3Y
64 VEHICLE REMOVED TO
65 VEHICLE REMOVED TO



66 ALCOHOL DATA TEST GIVEN
67 HAZARDOUS MATERIAL ON BOARD
68 USDOT CARRIER NO.
69 ICC CARRIER NO.

70 POSTED SPEED
71 CARRIER NAME

114 ACCIDENT DESCRIPTION
Vehicle 1, unoccupied, parked in Rittenhouse-Kerr parking lot in park with emergency brake depressed, engine running, rolled down parking lot and impacted Vehicles 2 and 3 which were parked in lot. Spoke with Jim Bennett, sales consultant, who witnessed event. Stated he observed Veh 1 roll down lot and impact vehicles 2 and 3. Mr. Bennett stated he opened driver side door of Veh 1 and noted vehicle was in park with emergency brake depressed. Veh 1 was driven to another area of the parking lot after the impact where subsequent attempts to get it to roll while in park were unsuccessful. Vehs 2 and 3 were also unoccupied.

115 DAMAGE TO OTHER PROPERTY
116 OPER. 117 CHARGE
118 OFFICER SIGNATURE
119 BADGE NUMBER 54
120 APPROVED BY
121 STATUS

Table with columns for names and addresses of occupants, and date & time of death.

NJTR-1 (R 1/02)
CLAIM # 30 V67797901

123 DEP CASE NUMBER (SAFETYNET ONLY)

NEW JERSEY POLICE CRASH REPORT

REPORTABLE NON-REPORTABLE

43 CASE NUMBER 2003-36-9677
44 POLICE DEPARTMENT OF TINTON FALLS
45 STATION/PRECINCT

46 DATE OF COLLISION 100303
47 DAY OF WEEK S M Tu W Th: F S
48 TIME 1603
49 MUNICIPALITY CODE 1336

46 VEH. NO. 3
86 POLICY NO.
88 INS. CODE 302

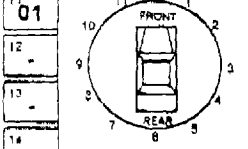
87 DRIVER'S FIRST NAME
89 NUMBER AND STREET
90 CITY STATE ZIP EXPIRES

70 DRIVER'S LICENSE NUMBER
71 STATE 72 DOB
73 EYES 74 SEX

75 OWNER'S FIRST NAME
79 NUMBER AND STREET
80 CITY STATE ZIP EXPIRES

78 MAKE AND MODEL Ford Thunderbird
79 COLOR Wh 80 YEAR 03
81 PLATE NO. 81 STATE

82 VIN NUMBER 1FAHP60AX3Y
83 VEHICLE REMOVED TO Rittenhouse-Kerr



13 ROOF
14 UNDERCARRIAGE
15 OVERTURNED
16 TOTALLED
17 NONE 18 OTHER

86 AREAS DAMAGED
INITIAL IMPACT PRINCIPAL IMPACT

106 ALCOHOL DATA
TEST GIVEN
DRIV 1 NO YES REFUSED

109 HAZARDOUS MATERIAL
ON BOARD SPILL
110 USDOT CARRIER NO.
111 ICC CARRIER NO.

88 POSTED SPEED
113 CARRIER NAME

114 ACCIDENT DESCRIPTION
See page 1.

115 DAMAGE TO OTHER PROPERTY
OPER. 116 CHARGE
SUMMONS NUMBER

Table with columns for names and addresses of occupants, and a row for deceased date and time of death.

# MOTOR VEHICLE ACCIDENT TEMPLATE

<b>PEDESTRIAN MANEUVER</b> 01 Crossing/Entering Roadway at Intersection 02 Crossing/Entering Roadway Not at Intersection 03 Walking on Road w/Traffic 04 Walking on Road Against Traffic 05 Playing in Road 06 Standing in Road	07 Getting On or Off Vehicle 08 Pushing or Working on Veh. 09 Other Working in Roadway 10 Approaching or Leaving School Bus 11 Coming from Behind Parked Vehicle 12 Other	<b>APPARENT CONTRIBUTING CIRCUMSTANCES</b> (Human, Vehicle, Environmental Factors) 01 Unsafe Speed 02 Driver Inattention 03 Failed to Obey Traffic Control Device 04 Failed to Yield Right of Way to Vehicle/Pedestrian 05 Improper Lane Change 06 Improper Passing 07 Improper Use of Turn Signals/Failure to Signal 08 Improper Turning 09 Following Too Closely 10 Backing Unsafely 11 Dazzling, Improper, or No Lights 12 Wrong Way, One Way Road 13 Improper Parking 14 Pedestrian's/Bicyclist's Actions 15 Vehicle Defect 16 Animal's Action 17 Delective Shoulder 18 View/Obstruction/Limited 19 Water Puddles 20 Obstruction/Oborns on Road 21 Improper/Inadequate Lane Marking 22 Other Roadway Defects	23. Traffic Control Device Defective/Missing 24. Failure to Keep Right 25. None 26. Other 27. Cell Phone In Use
<b>TRAFFIC CONTROLS</b> 01 Police Officer 02 R.R. Watchman, Gates, Etc. 03 Traffic Signal 04 Lane Markings 05 Channelization-Painted	06 Channelization-Physical 07 Warning Signal 08 Stop Sign 09 Yield Sign 10 Flagman 11 No Control Present 12 Other	<b>NUMBER OF AXLES</b> Veh. 1 28 Veh. 2 29 Veh. 1 30 Veh. 2 31 Veh. 1 32 Veh. 2 33	
<b>ROAD SYSTEM</b> 1 Interstate 2 State Highway 3 State/Interstate Authority 4 State Park or Inst.	5 County 6 Co. Auth. Park or Institution 7 Municipal 8 Private Property 9 U.S. Government Property	<b>DIRECTION OF W. TRAVEL</b> Veh. 1 32 Veh. 2 33	
<b>ROAD CHARACTER</b> 1 Straight and Level 2 Straight and Grade 3 Straight at Hillcrest	4 Curve and Level 5 Curve and Grade 6 Curve and Hillcrest	<b>LIGHT CONDITION</b> 1 Daylight 2 Dawn or Dusk 3 Dark (St. Lights On) 4 Dark (St. Lights Off) 5 Dark (No St. Lights)	
<b>ROAD SURFACE TYPE</b> 1 Concrete 2 Blacktop 3 Gravel 4 Steel Grid 5 Dirt 6 Other	<b>PHYSICAL STATUS</b> 1 Apparently Normal 2 Had Been Drinking 3 Physical Handicaps 4 Blind 5 Fatigued 6 Apparently Asleep 7 Using Drugs 8 Other		
<b>SURFACE CONDITION</b> 1 Dry 2 Wet 3 Snowy 4 Icy 5 Other	<b>PRE-ACCIDENT VEHICLE ACTION</b> 01 Going Straight Ahead 02 Making Right Turn 03 Making Left Turn 04 Making U Turn 05 Starting from Parking 06 Starting in Traffic 07 Slowing or Stopping 08 Stopped in Traffic 09 Parked 10 Parked 11 Changing Lanes 12 Merging 13 Backing 14 Driveless/Moving 15 Other		
<b>WEATHER</b> 1 Clear 2 Rain 3 Snow 4 Fog 5 Other	<b>STATE OF NEW JERSEY POLICE ACCIDENT REPORT</b> EXPLAIN IN ACCIDENT DESCRIPTION IF A QUESTION DOES NOT APPLY, ENTER A DASH (-) IF AN ANSWER IS UNKNOWN, ENTER 0 or 00		
<b>OVERSIZE/OVERWEIGHT PERMIT?</b> (COMM. VEHICLES ONLY) 1 Yes 2 No	04 Tandem/Limo 05 Motorcycle 06 Motor 07 Ricksh/Sport Utility 08 Van/Mini Van 09 Psv/Rescue Vehicle 10 Police Vehicle 11 Ambulance 12 Bus	13 School Bus 14 Single Unit Truck (2 axle) 15 Single Unit Truck (3+ axle) 16 Truck/Trailer 17 Truck/Trailer (Bobtail) 18 Tractor/Semi-Trailer 19 Tractor/Trailers 20 Tractor/Trailer 21 Heavy Truck-Other 22 Other	<b>SEQUENCE OF EVENTS (Select up to 4 for each vehicle)</b> <b>Non-Collision</b> 01 Overtum (Rollover) 02 Fire/Explosion 03 Immersion 04 Jackknife 05 Ran Off Road 06 Downhill Runaway 07 Cargo Loss or Shift 08 Separation of Units 09 Other Non-Collision <b>Collision w/Non-Fixed Object</b> 10 Pedalcycle 11 Pedestrian 12 Railway Train 13 Deer 14 Other Animal 15 MV in Transport 16 MV in Transport, Other Roadway 17 Parked MV 18 Other Object (Non-Fixed) <b>Collision with Fixed Object</b> 19 Impact/Reversor 20 Bridge/Pier/Abutment 21 Bridge Parapet End 22 Bridge Rail 23 Guide Rail 24 Median Barrier 25 Traffic Sign Post 26 Overhead Sign Support 27 Light Standard 28 Utility Pole 29 Other Post 30 Culvert 31 Curo 32 Ditch 33 Embankment 34 Fence 35 Tree 36 Other Fixed Object 37 Unknown
<b>VEHICLE TYPE</b> 01 Passenger Car/Station Wagon/Minivan 02 Pass. Car w/Trailer 03 Recreasion Vehicle	<b>CARGO BODY TYPE</b> 1 Bus 2 Van/Enclosed Box 3 Cargo Tank 4 Flatbed 5 Dump 6 Concrete Mixer 7 Auto Transporter 8 Garbage/Refuse 9 Other (i.e. multiple body types)	<b>Vehicle 1 Events</b> 1st 40a 2nd 40b 3rd 40c 4th 40d	
<b>ROAD DIVIDED BY</b> 1 Guide Rail 2 Concrete Bar. 3 Concrete Isls. 4 Grass Med. 5 None 6 Other	<b>LOCATION OF MOST SEVERE PHYSICAL INJURY</b> 01 Head 02 Face 03 Eye 04 Neck 05 Chest 06 Back 07 Shoulder-Upper Arm 08 Elbow/Lower Arm/Hand 09 Abdomen/Pelvis 10 Hip/Upper Leg 11 Knee/Lower Leg/Foot 12 Entire Body		
<b>IS ROAD UNDER CONSTRUCTION?</b> 1 Yes 2 No 3 Workers Present	<b>Vehicle 2 Events</b> 1st 41a 2nd 41b 3rd 41c 4th 41d		
<b>WHICH VEHICLE OCCUPIED?</b> 1 Veh. 1 2 Veh. 2 B Pedalcycle P Pedestrian O Other	<b>COLLISION TYPE (w/Other MV)</b> 1 Same Direction -Rear End 2 Same Direction -Sideswipe 3 Angle 4 Head-On 5 Left Turn 6 Struck Parked Vehicle 7 Other		
<b>POSITION IN/ON VEHICLE</b> 0 Unknown 1 Driver 2 thru 7 Passengers 8 Riding/Hanging on Outside	<b>TOTAL NUMBER OF VEHICLES INVOLVED IN ACCIDENT</b> 122		
<b>VICTIM'S PHYSICAL COND.</b> 1 Killed 2 Incapacitated 3 Moderate Injury 4 Complaint of Pain	<b>SAFETY EQUIPMENT</b> 01 None Used 02 Lap Belt 03 Harness 04 Lap Belt & Harness 05 Child Restraint 06 Helmet 07 Passive Restraint 08 Airbag 09 Airbag & Seat Belts 10 Other		
<b>EJECTION FROM VEHICLE</b> 1 Not Ejected 2 Partial Ejection 3 Ejected 4 Trapped	<b>AVAIL. USED</b> AMBULANCE RUN NUMBER		
<b>AGE SEX</b> 18 19 20 21 22 23	24 25 26 27		