

PE09-033

FORD

9/8/2009

APPENDIX

B

**2004 - 2005 Model Year Ford Freestar & Mercury Monterey
Loss of Motive Power due to Torque Converter Failure**

OWNER REPORTS

As the agency is aware, within FCSD's North American Customer Service Operations, there is a Customer Relationship Center (CRC) that is responsible for facilitating communication between customers, dealerships and Ford Motor Company. Among other things, the CRC handles telephonic, electronic, and written inquiries, suggestions, informational requests, and concerns ("contacts") from Ford and Lincoln-Mercury vehicle owners about their vehicles or sales and service experience. The contacts are handled by CRC customer service representatives who enter a summary of the customer contact into a database known as CuDL (Customer Data Link). Certain contacts, such as letters from customers, are entered into the CuDL database. Those that were entered into the earlier MORS II system were also microfilmed. More recently, the records in MORS III/CuDL are imaged and stored electronically.

The CRC assigns to each vehicle-related contact report a "symptom code" or category that generally characterizes the nature of the customer contact or vehicle concern, as described by the owner. The CRC does not undertake to confirm the accuracy of the description provided by the owner; they simply record what is reported. Therefore, given the complexity of the modern motor vehicle, it is Ford's experience that a significant percentage of owner contacts do not contain sufficient information to make a technical assessment of the condition of the vehicle or the cause of the event reported. Accordingly, although MORS contact reports may be useful in identifying potential problems and trends, the records are not the empirical equivalent of confirmed incidents and/or dealership's diagnosis. In the interest of responding promptly to this inquiry, Ford has not undertaken to gather the electronic images related to these contacts because of the largely duplicative nature of the information contained in the images, as well as the time and the burden associated with locating and producing those documents. The pertinent information related to those contacts generally would be included in the contact reports obtained from the CuDL system. To the extent that those documents exist, they are characterized in the comments of MORS III contact reports. Upon request, Ford will attempt to locate any specific items that are of interest to the agency.

In responding to this information request, Ford electronically searched CuDL using the following criteria:

Model Year: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: January 1, 2003 through July 27, 2009 (the date of this inquiry)

Types of Contacts: All, including suspended data, canceled contacts and inquiries

MORS III Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	503100	Automatic Transmission Engagement – No Engagement
Driveline	503151	Automatic Transmission Engagement – No Engagement – No Forward
Driveline	503152	Automatic Transmission Engagement – No Engagement – No Reverse
Driveline	503153	Automatic Transmission Engagement – No Engagement – No Forward or Reverse
Driveline	503900	Automatic Transmission Engagement – N/L Engagement – Other
Driveline	503999	Automatic Transmission Engagement – N/L Engagement – Not Listed
Driveability	607xxx	Stalls/Quits
Driveability	614xxx	Loss of Power

MORS III Reason Code(s):

Reason Code	Description
07xx	Any contact of a legal nature

LEGAL CONTACTS

Beginning in early 2008, most consumer complaints and all legal claim processing has been centralized in OGC within the Consumer Litigation team. A transition has occurred such that all legal contacts (including those formerly handled by "Litigation Prevention") are coordinated through this team.

Prior to the transition, there was a Consumer Affairs Department within FCSD that managed customer concerns, which could not be resolved by the Customer Relationship Center (CRC). Among other things, the Consumer Affairs Department had a section, known as "Litigation Prevention," that handled a variety of informal (i.e., non-litigation) claims, such as property damage claims or attorney demand claims.

The Litigation Prevention section had been centralized in the Consumer Affairs Department since 1995, in Dearborn, Michigan. Prior to that time, Litigation Prevention personnel operated on a regional basis. For matters that the Litigation Prevention section handled, there were typically paper files that reflected the handling, investigation and resolution of property damage claims.

The claims, known as "Legal Contacts" are entered into the CuDL database that the CRC uses to enter other customer communications. When a customer contact is designated as a Legal Contact, it is so indicated near the top of the contact report.

FIELD REPORTS

Within FCSD, there is a Vehicle Service & Programs Office that has overall responsibility for vehicle service and technical support activities, including the administration of field actions. That Office is the primary source within Ford of vehicle concern information originating from Ford and Lincoln-Mercury dealerships, field personnel, and other sources. The information is maintained in a database known as the Common Quality Indicator System (CQIS). The CQIS database includes reports compiled from more than 40 Company sources (e.g., Company-

owned vehicle surveys, service technicians, field service and quality engineers, and technical hot line reports, etc.) providing what is intended to be a comprehensive concern identification resource. As with MORS contact reports, CQIS reports are assigned a "symptom code" or category that generally reflects the nature of the concern.

In responding to this information request, Ford electronically searched CQIS using the following criteria:

Model Year: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: January 1, 2003 through July 27, 2009 (the date of this inquiry)

Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	503100	Automatic Transmission Engagement – No Engagement
Driveline	503151	Automatic Transmission Engagement – No Engagement – No Forward
Driveline	503152	Automatic Transmission Engagement – No Engagement – No Reverse
Driveline	503153	Automatic Transmission Engagement – No Engagement – No Forward or Reverse
Driveline	503900	Automatic Transmission Engagement – N/L Engagement – Other
Driveline	503999	Automatic Transmission Engagement – N/L Engagement – Not Listed
Driveability	607xxx	Stalls/Quits
Driveability	614xxx	Loss of Power

Base Part Numbers:

7000	Automatic transmission assembly
7902	Torque converter assembly
7B328	Oil pump drive shaft

OASIS MESSAGES

FCSD is responsible for communicating a variety of vehicle and service information, such as warranty information for up to the past 360 days, Extended Service Plan part coverage information, and technical repair information, to North American Ford and Lincoln-Mercury dealers. This information is communicated primarily through OASIS, which serves as an electronic link between Ford Motor Company and the dealers. OASIS covers all North American Ford and Lincoln-Mercury cars and light trucks, and medium and heavy-duty Ford trucks, for the ten most current model years. Technical diagnostic and repair information on OASIS is contained in Special Service Messages (SSMs) and Technical Service Bulletin (TSBs) titles and brief summaries. It should be noted that dealers cannot access brief summaries.

SSMs and TSB titles are coded in OASIS by model year and vehicle line, and may be coded to other specific vehicle attributes (body style, engine code, or vehicle identification number) and one or more OASIS Service Code(s). The dealers with access to OASIS usually search for information on the database by entering a VIN and the applicable Service Codes. SSMs and TSB titles that become inactive or superseded continue to be accessible by Ford employees, but no longer are accessible by the dealers. Dealers also are able to determine the recalls applicable to a particular vehicle by searching a particular VIN in OASIS. Recall information available on OASIS cannot be searched by Service Codes.

In 1998, the OASIS system was upgraded from the "OASIS 2" system to the new "Global OASIS." At that time, OASIS 2 was removed from service and is no longer used to communicate with dealers. During the upgrade, inactive information (such as inactive SSMs or superseded TSB titles) was not transferred to Global OASIS.

In responding to this information request, Ford searched Global OASIS for active, inactive, and superseded TSB titles and SSMs using the following search criteria:

Model Year: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: January 1, 2003 through July 27, 2009 (the date of this inquiry)

OASIS Service Code(s):

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	504000	Other Automatic Transmission Concerns
Driveability	607000	Stalls/Quits
Driveability	607400	Stalls/Quits - Idle
Driveability	607500	Stalls/Quits - Acceleration
Driveability	607600	Stalls/Quits - Cruise
Driveability	607700	Stalls/Quits - Deceleration
Driveability	614000	Lacks Power
Driveability	614500	Lacks Power - Acceleration
Driveability	614600	Lacks Power - Cruise

OASIS 2 and Global OASIS are not capable of performing electronic word searches, so the search results are reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

The OASIS database also contains Broadcast Messages. Typically, these messages are directed to all dealerships and either are notifications of new SSMs/TSBs, or announcements with non-technical information (for example, "the Dealer Hotline will be closed today"). Broadcast Messages cannot be searched by OASIS service codes, and can be retrieved only while active (approximately 2 to 4 days). Ford has not undertaken to search for Broadcast Messages because Ford expects that any responsive information obtained with such a search

generally would be non-substantive in nature or duplicative of the information obtained with the TSB title and SSM search described above.

INTERNAL SERVICE MESSAGES

FCSD, as part of its technical support activities, maintains fleet and technical telephone "hotlines." During the early stages of Ford's efforts to identify and resolve potential vehicle concerns, hotline personnel may draft Internal Service Messages (ISMs) on CQIS for their internal use. The ISMs are assigned a CQIS "symptom code" or category that generally reflects the nature of the concern. An ISM can form the basis for an oral response over the technical hotline to an inquiry from an individual dealer or fleet technician. The ISMs, however, are not made available electronically to fleets and dealers. Therefore, although ISMs are not "issued" to dealers like OASIS messages, Ford is construing this request broadly to include ISMs that may be related to the alleged defect in the subject vehicles.

In responding to this information request, Ford searched CQIS for active ISMs using the following search criteria:

Model Year: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: January 1, 2003 through July 27, 2009 (the date of this inquiry)

CQIS Symptom Code(s):

The CQIS database in which the ISMs reside is not capable of performing word searches, so the search results were reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	504000	Other Automatic Transmission Concerns
Driveability	607000	Stalls/Quits
Driveability	607400	Stalls/Quits - Idle
Driveability	607500	Stalls/Quits - Acceleration
Driveability	607600	Stalls/Quits - Cruise
Driveability	607700	Stalls/Quits - Deceleration
Driveability	614000	Lacks Power
Driveability	614500	Lacks Power - Acceleration
Driveability	614600	Lacks Power - Cruise

FIELD REVIEW COMMITTEE

Ford's Field Review Committee reviews all potential field service actions, including safety recalls and customer satisfaction programs, and recommends appropriate actions to corporate management. A Vehicle Service & Programs representative serves as Secretary to the Field Review Committee. Following approval of a field service action, the Vehicle Service & Programs Office prepares and launches the action. A representative copy of the

communication to Ford's dealers, fleets, and Regional offices announcing the field service action is maintained in the Field Review Committee files.

WARRANTY

Ford's Analytical Warranty System (AWS) contains warranty claims and vehicle information for model years 1991 and forward for North America, and model years 1992 and forward for Europe.

Ford performed a search of AWS for potentially responsive reports using the following search criteria:

Model Year: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: January 1, 2003 through July 27, 2009 (the date of this inquiry)

Base Part Numbers:

7000	Automatic transmission assembly
7902	Torque converter assembly
7B328	Oil pump drive shaft

Customer Concern Codes:

CCC	Description
P83	No forward/reverse movement in gear

The reports located using the search criteria described above were manually reviewed for relevance.

PE09-033

FORD

9/8/2009

APPENDIX

D



All Action Details for Issue

Print

VIN: 2FMZA57604E [REDACTED] Year: 2004 Model: FREESTAR Case: 672740264
Name: MR [REDACTED] Owner Status: Original WSD: 2003-12-13
Symptom Desc: STRG/HANDLING FUNCTION Primary Phone: [REDACTED]
Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]
Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
Dealer: 01980 BEAU TOWNSEND FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 2600 MI Comm Type: PHONE
Analyst Name: QUAMMIE NATALIE Analyst: NQUAMMIE
Action Date: 01/26/2004 Action Time: 18.47.03.885 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -I AM REQUESTING A NEW VEH,WHAT IS THE PROCESS? -LAST WEEK A NEW TRANSMISSION WAS REPLACED -THE TIREROD BROKE TODAY AND I WAS INVOLVED IN AN ACCIDENT -I JUST GOT THE VEH BACK ON -I AVOIDED A LAMP POST AND HIT A STREET SIGN INSTEAD -THE VADALLIA POLICE DEPARTMENT ARRIVED TO SCENE OF THE ACCIDENT - POLICE REPORT NUMBER IS 042545 -I ALSO GOT A TICKET BECAUSE I HIT A STREET SIGN -MY HUSBAND HAS CONTACTED OUR INSURANCE CARRIER -THE VEH IS REPAIRABLE ...THE FRONT BUMPER IS GONE -SEEKING ACCIDENT DEALER SAID: BEAU TOWNSEND FORD 1020 WEST NATIONAL ROAD VANDALIA, OH 45377 TEL: (937) 898-5841 CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: MAKE OUTBOUND CALL TO CUSTOMER
Dealer: 01980 BEAU TOWNSEND FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 2600 MI Comm Type: PHONE
Analyst Name: GRAHAM, ROCHELLE Analyst: RGRAHA41
Action Date: 01/28/2004 Action Time: 10.57.21.277 Action Data: Yes

Comments CONTACTED CUSTOMER REGARDING VEHICLE CONCERN. ADVISED VEHICLE IS BEING REPAIRED AT DEALERSHIP BODY SHOP... CUSTOMER IS NOT SATISFIED WITH VEHICLE PERFORMANCE AND IS PERSUING A PERSONAL INJURY CLAIM.

Data Element Name	Data Value
CONTACT PERSON	[REDACTED]

Action: FINAL CASE DISPOSITION
Dealer: 01980 BEAU TOWNSEND FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 2600 MI Comm Type: MAIL
Analyst Name: GRAHAM, ROCHELLE Analyst: RGRAHA41
Action Date: 01/29/2004 Action Time: 17.24.02.929 Action Data: No

Comments SENT CUSTOMER "PERSONAL INJURY CLAIM" LETTER REQUESTING NECESSARY DOCUMENTS.



All Action Details for Issue

[Print](#)

VIN: 2FMZA51644B [REDACTED] Year: 2004 Model: FREESTAR Case: 1576032854
 Name: MRS [REDACTED] Owner Status: Original WSD: 2004-09-30
 Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDERHOOD Primary Phone [REDACTED]
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Dealer: 03668 NORTHPORT FORD INC Origin Desc: US CONCERN CASE BASE
 Odometer: 470 MI Comm Type: PHONE
 Analyst Name: PEPPI DIMITROPOULOS Analyst: PDIMITRO
 Action Date: 10/11/2004 Action Time: 16.00.02.533 Action Data: Yes

Comments CUSTOMER SAID: =PURCHASED VEH ON SEPT 30/04 WITH 23 MILES ON IT =BROUGHT IT HOME AND DROVE IT UNTIL OCT 9/04=THE VEH STARTED JERKING AND THEN STOPPED ON A BUSY HIGHWAY =THE VEH CAUGHT ON FIRE AND FLAMES STARTED COMING OUT FROM UNDER THE HOOD =THE TRANSMISSION BLEW UP =CUST CALLED THE POLICE BUT THEY DID NOT FILE A POLICE REPORT AND TOOK HER TO =HUSBAND PUT OUT THE FIRE WITH GRASS =CUST HAD HER FAMILY WITH HER =VEH IS CURRENTLY AT NORRIS FORD OF EASTON =VEH HAS NOT BEEN DIOGNOSED AS OF YET =CUST DOES NOT WANT TO DRIVE THIS VEHICLE ANYMORE BECAUSE SHE DOES NOT FEEL SAFE DRIVING THE VEHICLE ANYMORE =CUST IS WAITING FOR NORTHPORT FORD TO ADVISE HER OF HER NEXT STEPS =NO INJURIES =VEH HAS NOT BEEN DIOGNOSED AS OF YET BY NORRIS FORD OF EASTON =CUST HAS NOT CONTACTED HER INSURANCE COPMPANY AS OF YETDEALER SAID: =VEH PURCHASED FROM : NORRIS FORD OF EASTON 9617 OCEAN GATEWAYEASTON, MD 21601TEL: (800) 525-9169 =====VEH IS CURRENTLY AT: NORTHPORT FORD 6233 JERICHO TURNPIKECOMMACK, NY 11725TEL: (888) 791-6555CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name

Data Value

FIRE/ACCIDENT

F

Action: MAKE OUTBOUND CALL TO DEALER
 Dealer: 03668 NORTHPORT FORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 470 MI Comm Type: PHONE
 Analyst Name: KIRKSEY, VINCE Analyst: VKIRKSE1
 (V.)
 Action Date: 10/13/2004 Action Time: 09.25.55.579 Action Data: Yes

Comments ***LPA COMMENTS*** LPA HAS SPOKEN TO THE DEALERSHIPS INVOLVED. THE CUSTOMER'S VEHICLE HAD TRANSMISSION FAILURE DURING A TRIP FROM MARYLAND TO NEW YORK. THE VEHICLE IS CURRENTLY AT NORRIS FORD OF EASTON LOCATED IN MARYLAND, AND AUTHORIZATION HAS BEEN GIVEN BY TECH-HOTLINE TO REPLACE THE TRANSMISSION UNDER THE REGULAR WARRANTY. THE VEHICLE DID NOT SUSTAINED ANY FIRE OR SMOKE DAMAGE AS INITIALLY THOUGHT. THE CUSTOMER WAS GIVEN A LOANER VEHICLE BY NORRIS FORD, AND DROVE IT BACK TO HER HOME IN NEW YORK. THE DEALER @ NORRIS SAYS THE CUSTOMER'S VEHICLE SHOULD BE READY BY NEXT WEEK DEPENDING ON WHEN THE PARTS BECOME AVAILABLE. * THE CUSTOMER HAS ALLLEGED A FIRE OCCURRED ON THE VEHICLE, AND IS SEEKING A VEHICLE REPLACEMENT, NO INJURIES WERE SUSTAINED.

Data Element Name

Data Value

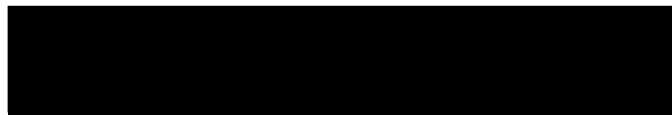
CONTACT PERSON

Action: INFORMATIONAL CALL/FAX WITH OTHER PARTY**Dealer:** 03668 NORTHPORT FORD INC**Origin Desc:** CONSUMER AFFAIRS - LITIGATION
PREVENTION**Odometer:** 470 MI**Comm Type:** PHONE**Analyst Name:** KIRKSEY, VINCE
(V.)**Analyst:** VKIRKSE1**Action Date:** 10/13/2004**Action Time:**
09.28.08.952**Action Data:** No

Comments *LPA COMMENTS***** LPA HAS LEFT A MESSAGE WITH THE ZONE MANAGER OF NORTHPORT FORD. LPA EXPLAIN THE CIRCUMSTANCES, AND INFORM THE Z/M THAT HIS DEALERSHIP IS INTERESTED IN OBTAINING ASSISTANCE ON GETTING THE CUSTOMER'S VEHICLE FROM THE DEALERSHIP IN MARYLAND.

Action: REDIRECT TO OTHER**Dealer:** 03668 NORTHPORT FORD INC**Origin Desc:** CONSUMER AFFAIRS - LITIGATION
PREVENTION**Odometer:** 470 MI**Comm Type:** MAIL**Analyst Name:** KIRKSEY, VINCE
(V.)**Analyst:** VKIRKSE1**Action Date:** 10/27/2004**Action Time:**
13.45.35.990**Action Data:** No

Comments *LPA COMMENTS***** LPA HAS REVIEWED THE ABOVE CASE. INFORMATION PROVIDED BY THE DEALERSHIP INDICATED THAT THE CUSTOMER'S CONCERN IS BEING RESOLVED. THE DEALERSHIP VERIFIED THE TRANSMISSION FAILED IN THE CUSTOMER'S VEHICLE, BUT DID NOT CAUSE ANY FIRE DAMAGE. THE DEALERSHIP INDICATED THAT THE CUSTOMER'S CONCERN WILL BE REPAIRED UNDER THE REGULAR WARRANTY. BASED ON THIS INFORMATION, WE WILL NOT PROVIDE ASSISTANCE IN THE MATTER, AND PROPOSE NO FURTHER ACTION. LPA HAS REDIRECTED THE CUSTOMER BACK TO THE SERVICING DEALER.



Action Detail

VIN: 2MRDA20264B	Year: 2004	Model: MONTEREY	Case: 612101426
Name:	Owner Status: Original	WSD: 2004-07-23	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME		Primary Phone:	
Reason Desc: LEGAL - FIRE CLAIM		Secondary Phone:	
Issue Type: 07 LEGAL	Issue Status: ACKNOWLEDGE	Dealer: NILLES FORD-MERCURY INC	
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD		P & A Code: 00609	
Action Desc: OPEN LEGAL CONTACT - PRODUCT LIABILITY - FIRE			
Odometer: 31223 MI	Comm Type: EMAIL		
Action Date: 05/22/2006	Action Time: 17:00:10:757	Action Data: Yes	
Analyst Name: LEICH,CHERIE	Analyst: CLEICH		

COMMENTS: *****PRODUCT LIABILITY*****EMAIL RECEIVED 5-17-06. DEALER CONTACT: JEFFREY. CUSTOMER ALLEGES VEHICLE CAUGHT FIRE ON 5-17-06.CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Ford Confidential

Keller, Kristian (P.)

From: Cpform, D (D.)
Sent: Wednesday, May 17, 2006 3:34 PM
To: Ordcalp, F (F.)
Subject: Dealer Request For Consumer Affairs Review

Dealer Request For Consumer Affairs Review - All Markets

Dealership Name: nilles ford &mercury inc
Requesting Dealer: same
Contact Person: jeffrey
Telephone: 315 824 2440
Email Address: j-nilles@cnyemail.com
PA Code: 00609
Region: n.y.
City: hamilton
Dealer State: NY
WSD: 07/23/2004
Vehicle Year: 2004
Vehicle Model: monterey
Vehicle VIN: 2mrda20264b [REDACTED]
Mileage: 31223
Customer Name: [REDACTED]
Street Address: [REDACTED]
City: cazanovia
State: New York
Zip Code: [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: 99 - All Regions
Incident Involves: Fire
Date of Incident: 05/17/2006
County in which incident occurred: madison
Is Alleging Defect: No
Police Report Filed: No
Insurance Company Contacted: N
Coach Builder State: AK - Alaska
Resolution Sought Detail: having transmission replaced as soon as possible customer does have loaner vehical
Comments: customer would like to have his vehical back as soon as possible

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.



PLEASE REPLY TO COLTS NECK OFFICE

18 July 2008

VIA FAX AND FIRST CLASS MAIL

David Leitch, Esquire
Ford Motor Company
Office of General Counsel
1 American Road
Dearborn, Michigan 48126

Re: *Defective Mercury Monterey Transmission*

Dear Counselor Leitch:

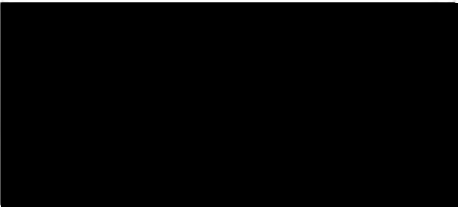
Please find annexed hereto, for your perusal and consideration, a letter dispatched on 08 July 2008 in regard to the defective transmission in Mrs. [REDACTED] 2004 Mercury Monterey. Please also find enclosed a copy of my letter dated 17 July 2008 to Mr. William Clay Ford in confirmation of the phone conversation had with his executive staff member in regard to Mrs. [REDACTED] situation. I believe that the aforesaid documents provide you with ample background in regard to the viable claim(s) of Mrs. [REDACTED] as they relate to Ford Motor Company.

I have authored this letter to you in an effort to resolve Mrs. [REDACTED] claim prior to the necessity of filing litigation against Ford Motor Company. As you may be aware, should the filing of litigation become the only viable alternative to protect Mrs. [REDACTED] against loss, same will include a claim for the additional damages which she suffered due to Ford's defective product.

I ask that you consider the above and the fact that same may be resolved at this juncture for Mrs. [REDACTED] out of pocket costs. However, on or about 18 July 2008 this matter will proceed to litigation, failing Ford's good faith resolve of Mrs. [REDACTED] claims.

I thank you in advance for your attention and efforts in the above.

With professional regards,
[REDACTED]



Mr. William Clay Ford, Chairman
Ford Motor Company
1 American Road
Dearborn, MI 48126-2798

**COPY FOR YOUR
INFORMATION**

Re: Defective Transmission

Dear Mr. Ford:

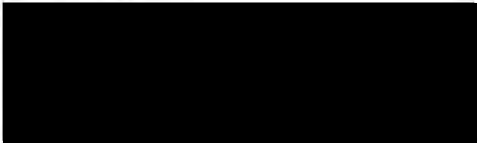
I purchased my Mercury Monterey as I have two small children and desired a car that would be safe and provide me with years of service. Prior to my purchase, I looked at many foreign and other American van's. Since I have owned Ford products since the early 1980s, I felt a loyalty to Ford, even though other manufacturers had better write-ups or warranties. In this regard, I purchased again purchased a Ford product as I felt like a member of the Ford family!

Last week, my Mercury Monterey broke down without warning. My vehicle has approximately 40,000 original miles on it. I was traveling to an early morning swim competition with one of the children at Princeton University. We broke down about 5 miles from the swim meet. I called my husband and he arranged for a vehicle to pick us up. However, a fellow teammate saw us on the side of the highway and picked us up.

My husband drove to Princeton and inspected the vehicle. He noticed that the transmission was not engaging. He called a few transmission repair shops and hired Lee Myles to make the necessary repairs. I have been advised that Lee Myles found a defective torque converter. We were charged \$2,252.74 for the repair. We received the van back today. Enclosed is a copy of the bill.

I now turn to you and ask that I be issued compensation for the above repair. Lee Myles has advised that there was no reason, other than the defective part, for the vehicle failing to operate, especially given the low mileage. I am positive that given my long history of purchasing Ford products and the facts above, that a check for the repair will be forthcoming. I thank you for your courtesy.

Sincerely,



LEE MYLES TRANSMISSIONS
 859 ROUTE 130
 HIGHTSTOWN, NJ 08520
 (609) 448-0300

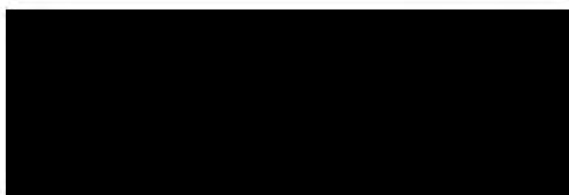
YEAR, MAKE AND MODEL 2004 MERCURY MONTERO		HOME PHONE [REDACTED]		DATE OF ORDER 7/3/08	
SERIAL NUMBER 2MR3A202546		CUSTOMER'S ORDER NUMBER [REDACTED]		DATE PROMISED	
QTY		PART NO. AND DESCRIPTION		AMOUNT	
		DESCRIPTION OF WORK		AMOUNT	
		<input type="checkbox"/> LUBE <input type="checkbox"/> CHG.OIL <input type="checkbox"/> OIL FILTER <input type="checkbox"/> TUNE UP <input type="checkbox"/> TRANS. <input type="checkbox"/> DIFF.			
1	4F50N TRANSMISSION				
	REBUILDING KIT	348	71		
1	EXCHANGE REBUILT				
	TORQUE CONVERTER	385	00		
1	4F50N ATF FILTER	28	75		
		REMOVE TRANSMISSION / CLEAN AND REBUILT / REINSTALL 4F50N TRANSMISSION WITH EXCHANGE REBUILT TORQUE CONVERTER			
		ROAD TEST & ADJUST			
		17 HRS @ \$75.00 / HR		1275.00	
		FLUSH TRANSMISSION COOLING SYSTEM WITH SOLVENT		MC	
		LITERS/GALS. OF GAS @		TOTAL LABOR 1275.00	
		14 LITERS/QTS. OF OIL @ \$4.85		679.00	
		kg/LBS. OF GREASE @		TOTAL PARTS 762.46	
		TOWING SERVICE		ACCESSORIES	
		I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.		GAS, OIL AND GREASE 67.90	
		SIGNATURE		SUBLET REPAIRS N/C	
				EPA / WASTE DISPOSAL	
				2105.36	
				TAX 147.85	
				TOTAL 2252.74	

NOTE:
 CONVERTER Splines Strip Defect

TOTAL PARTS 762.46

TOTAL ACCESSORIES

THANK YOU



17 July 2008

(Via Fax Only)

Mr. William Clay Ford, Chairman
Ford Motor Company
1 American Road
Dearborn, Michigan 48126-2798

**COPY FOR YOUR
INFORMATION**

Re: Defective Transmission

Dear Mr. Ford:

This letter shall serve to memorialize the conversation which I had with Ms. Shauna Santiago of your Executive Office on this date in regard to my wife's letter which was faxed to you on 08 July 2008.

Ms. Santiago advised that Ford acknowledged that the only reason my wife's auto's transmission failed was as a result of a defective transmission. Same is supported by the documentation provided to Ford under cover of my wife's letter to you. Ms. Santiago also advised that Ford recognized the "very knowledgeable" and independent finding of the Lee Myles mechanic, as they related to the defective transmission.

Ms. Santiago advised that even inasmuch as the transmission was defective, Ford would not issue remuneration to my wife for said repair. I advised Ms. Santiago that I had the replaced part(s), yet Ms. Santiago declined allowing Ford to inspect same.

I advised Ms. Santiago that as a result of Ford's unreasonable position, Ford will leave my wife with no other alternative than to institute litigation against Ford as a result of the defective transmission. Ms. Santiago welcomed said litigation on behalf of Ford. I explained to Ms. Santiago that litigation would only increase costs and inconvenience to all parties and that my wife was attempting to resolve her claim without the necessity of filing a formal complaint against Ford in the tribunal. Again, Ms. Santiago stated that Ford was not interested in a amicable resolve of the matter.

Page #2
17 July 2008
Ford/Defective Transmission

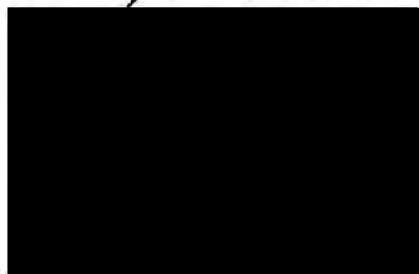
I have discussed Ford's position with my wife. My wife has instructed me as follows:

- 1. To file litigation against Ford on or about 28 July 2008, if a settlement check for the cost of the repair is not received by that juncture.*
- 2. That she will never purchase a Ford product again.*

It is a true shame that Ford will be losing a approximately 30 year loyal customer and, moreover, that any form of settlement will obviously increase for Ford as a result of litigation costs. For Ms. Santiago to advise that there would be no settlement absent litigation truly violates the trust which my family has placed in Ford products.

I must ask you to kindly forward this letter to your legal department for their consideration, along with my wife's previous letter to Ford. Failing a response from your legal department within the time provided above, we shall advance accordingly.

I thank you for your consideration.



PE09-033

FORD

9/8/2009

APPENDIX

E



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

ATTORNEYS FOR PLAINTIFF

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

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

TAIWO ADEAGA
1434 Genesee Street
Hamilton, NJ 08610

v.

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

SEP 15 2007

Sue Regan

SUE REGAN
DEPUTY CLERK OF SUPERIOR COURT

SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY

CIVIL ACTION

NO. *MER-L-2401-07*

COMPLAINT

1. Plaintiff, Taiwo Adeaga, is an adult individual citizen and legal resident of the State of New Jersey, 1434 Genesee Street, Hamilton, NJ 08610.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about June 30, 2007, Plaintiff purchased a used 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMDA582X4BA30477.

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

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

Lemon Law, totaled more than \$26,614.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: vehicle hesitates from stop; when in drive vehicle doesn't move; shifter bangs; delayed engagement; vehicle missing while driving and faulty transmission. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

24. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

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

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

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

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

COUNT II
UNIFORM COMMERCIAL CODE

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

29. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

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

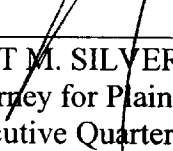
31. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

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

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

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

KIMMEL & SILVERMAN, P.C.


By: 

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

JURY-DEMAND

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

KIMMEL & SILVERMAN, P.C.

By: 
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

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

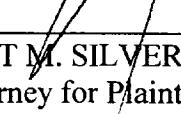
KIMMEL & SILVERMAN, P.C.

By: 
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

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

KIMMEL & SILVERMAN, P.C.

By: 
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

NEW JERSEY

Retail Installment Contract - Simple Interest

Parties

Contract Date 06/30/2007

Creditor/Seller

Name HAMILTON CHRYSLER, INC.Address 1240 HIGHWAY 33HAMILTON SQUARE, NJ 08690

Name _____

Billing Address 1434 GENESEE STTRENTON, NJ 08610
(Include County)

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

Type of Retail Installment Contract:

☒ Standard
 ☐ Balloon Payment
 ☐ Fixed Value

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

Federal Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

7.99

FINANCE CHARGE E*

The dollar amount the credit will cost you.

Amount Financed

The amount of credit provided to you or on your behalf.

Total of Payments E*

The amount you will have paid after you have made all payments as scheduled.

Total Sale Price E*

The total cost of your purchase on credit, including your down payment of \$ 2,500.00

Payment Schedule - Your payment schedule will be:

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

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

Security Interest. This contract is secured by a security interest in the vehicle.

Additional Information. See the other side of this contract for information about security interest, nonpayment, default, and remedies, including the scheduled date, and prepayment refunds and interest.

Vehicle and Trade-in Information

1. VEHICLE DESCRIPTION

☐ New
 ☒ Used
 VIN 2FMDA582X4BA30477
2004 Year
 FORD Make
 FREESTAR Model

2. PRIMARY INTENDED USE

☒ Personal
 ☐ Commercial
 ☐ Agricultural
 ☐ _____

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

3. TRADE-IN DESCRIPTION

2000 Year
 MAZDA Make
 Y Model

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

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

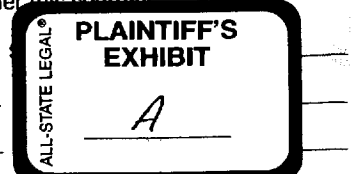
CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Optional Insurance/Coverage

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

☐ Credit Life

N/A Insurer

N/A Buyer's Signature


4. ITEMIZATION OF AMOUNT FINANCED

a. Cash Price

- (i) Vehicle (including accessories, delivery, installation charges, if any) ...\$ 12995.00
- (ii) Sales Tax\$ 879.46
- (iii) Documentary Service Fee\$ 0.00
- (iv) Service Contract (optional) ...\$ N/A
- (v) Cash Price\$ 13874.46

b. Downpayment

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

c. Unpaid Balance of Cash Price\$ 17483.46

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

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

- (i) Paid to Public Officials for:*
- (a) Other Taxes\$ N/A
- (b) Filing Fees\$ N/A
- (c) License Fees\$ N/A
- (d) Certificate of Title Fees ...\$ N/A
- (e) Registration Fees\$ 79.50
- (f) Tire Management Fee\$ N/A
- (ii) Paid to: DAIMLER CHRYSLER
For: SERVICE CONT\$ 988.41
- (iii) Paid to: N/A
For: N/A\$ N/A
- (iv) Paid to: *
For: MAP\$ 400.00
- (v) Paid to: N/A
For: N/A\$ N/A
- (vi) Paid to: N/A
For: N/A\$ N/A

(vii) Paid to Insurance Companies for:*

- (a) Optional Credit Life\$ N/A
- (b) Optional Credit Accident & Health\$ N/A
- (c) Optional\$ N/A
- (d) Optional\$ N/A

(viii) Subtotal\$ 1445.91

e. Amount Financed\$ 18929.37

* Seller may be retaining a portion of these amounts.

** You have a right to a written itemized price for each specific documentary service which is to be performed.

Summary of Insurance and Other Coverages

5. REQUIRED VEHICLE INSURANCE

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

☐ Credit Disability

Premium N/A

N/A
Insurer

N/A
Insured(s)

N/A
Buyer's Signature

N/A
Co-Buyer's Signature

☒ Type MAP

400.00
Premium/Cost

75
Term

CHRYSLER
Insurer/Provider

LATINO ADELGA
Insured(s)/Beneficiary

Indo
Buyer's Signature

Indo
Co-Buyer's Signature

☐ Type N/A

N/A
Premium/Cost

N/A
Term

N/A
Insurer/Provider

N/A
Insured(s)/Beneficiary

N/A
Buyer's Signature

N/A
Co-Buyer's Signature

Signatures

NOTICE TO RETAIL BUYER

DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

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

X Indo
Buyer Signs

X _____
Co-Buyer Signs

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

SELLER

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

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

X HAMILTON CHRYSLER, INC.
Seller Signs

By

Title

INSURANCE VERIFICATION

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

NO LURE
Insurance company

Policy No.

300060512

Insurance coverage verified
Employee of Seller/Dealer please initial

RECIPROCAL MGMT CORP

800-229-9151

214 CARNEGIE CTR STE 101
Insurance agent

Phone number



2169

33515

Haldeman Ford

HAMILTON CHRYSLER

1240 HIGHWAY 33

TRENTON, NJ 08690-2799

HOME:

BUS: 609-586-2011

INVOICE

640 Route 130 & Hickory Corner

PO Box 1510

East Windsor, NJ 08520

www.haldemanonline.com

(609) 448-0940

PAGE 1

SERVICE ADVISOR: 925 AMY L UDDIKE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	04	FORD FREESTAR	2FMDA582X4BA30477		29330/29347		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN04 IS			17:00 03JUL07	000	0.00	CASH	06JUL07
RO OPENED		READY	OPTIONS ENG: 4.2 Liter EFI				

16:57 03JUL07 13:46 06JUL07

LINE OPCODE TECH TYPE HOURS

A CUST STATES VEHICLE IS HESITANT TO MOVE FROM A STOP

CAUSE: NPF

7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS

- DIAGNOSIS (7000) - L

667 WFRD

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

9095

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

UNABLE TO DUPLICATE, NO CODES, NO PROBLEM FOUND

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

SEE REVERSE SIDE FOR WARRANTY

Thank you, we appreciate your business!

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
DEDUCTIBLE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DISCOUNTS	0.00
SALES TAX	0.00
PLD	
TH	0.00





2169

33790

Haldeman Ford

INVOICE

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

TRENTON, NJ
HOME:

BUS:

PAGE 1

SERVICE ADVISOR: 925 AMY L UPDIKE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	04	FORD FREESTAR	2FMDA582X4B		29432/29458	T891	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN04 IS			17:00 16JUL07	22	0.00	CASH	17JUL07
R.O. OPENED		READY	OPTIONS: ENG: 4.2 Liter EFI				

15:26 16JUL07 14:41 17JUL07

LINE OPCODE TECH TYPE HOURS

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

CAUSE: .

07 TRANSMISSION

667 IPS

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

NO PROBLEM FOUND, UNABLE TO DUPLICATE CONCERN

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

SEE REVERSE SIDE FOR WARRANTY

Thank you, we appreciate your business!

CUSTOMER SIGNATURE _____

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

66320

6 3 5 5 7

INVOICE



HALDEMAN

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

TRENTON, NJ

PAGE 1

HOME:

SERVICE ADVISOR: 270 ANTHONY DORSEY

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

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CHECK FOR DELAYED ENGAGEMENT. PARK TO DRIVE							
CAUSE:							
061410A TSB 06-14-10 FOR WATER INTRUSION IN PCM							
				228 WFRD			(N/C)
				1 164-00475 PATS KEY			(N/C)
				1 MISC 164-R4901 FOAM PCV TAPE			(N/C)
				1 TA*32* SEALANT - SILICONE			(N/C)
				1 TA*26* ADHESIVE			(N/C)
7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS							
				- DIAGNOSIS (7000) - L			
				228 WFRD			(N/C)
7000F2 AUTOMATIC TRANSMISSION PIN POINT TEST -							
				DIAGNOSIS - L			
				228 WFRD			(N/C)
FC: PART#: COUNT:							
CLAIM TYPE:							
AUTH CODE:							

B VEHICLE MISSING WHILE DRIVING

CAUSE: FAULTY PCM

12650D EEC (QUICK TEST) - DIAGNOSIS - L							
				228 WFRD			(N/C)
				1 4F2Z*12A650*HG MODULE - ENGINE CONTROL - EEC			(N/C)
				CORE CHARGE W			(N/C)
12650D6 POWERTRAIN CONTROL MODULE (PCM) - REPLACE							
				(12A650/12B565) - L			
				228 WFRD			(N/C)
12650D45 PIN POINT TEST - DIAGNOSIS - L							
				228 WFRD			(N/C)
12650D47 RELATIVE COMPRESSION/POWER BALANCE -							
				TEST - L			
				228 WFRD			(N/C)
12650D55 IGNITION SYSTEM - DIAGNOSIS - L							

SEE REVERSE SIDE FOR WARRANTY

Thank You, We appreciate your business!

CUSTOMER SIGNATURE

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

CUSTOMER COPY

66320

6 3 5 5 7

INVOICE



HALDEMAN

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

TRENTON, NJ
HOME: [REDACTED]

PAGE 2

SERVICE ADVISOR: 270 ANTHONY DORSEY

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

08:50 31JUL07	11:37 13AUG07						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		228	WFRD				(N/C)
	12650D80	DCL	DISPLAY/PID	MONITOR - TEST - L			
		228	WFRD				(N/C)
	12650D81	RECORDER/MONITOR	ROAD TEST - DIAGNOSIS -				
		L					
		228	WFRD				(N/C)
	12650DX1	EEC (QUICK TEST)	- DIAGNOSIS - L EXTRA				
		TIME TO REPEAT FINAL QUICK TEST					
		228	WFRD				(N/C)
FC: PART#: COUNT:							
CLAIM TYPE:							
AUTH CODE:							

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

SEE REVERSE SIDE FOR WARRANTY

Thank You. We appreciate your business!

CUSTOMER SIGNATURE _____

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

PE09-033 0014LC



HALDEMAN

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

64194

INVOICE

PAGE 1

SERVICE ADVISOR: 270 ANTHONY DORSEY

TRENTON, NJ
HOME

SERVICE ADVISOR: 270 ANTHONY DORSEY							
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	04	FORD FREESTAR	2FMDA582X4B		29684/29717		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01JAN04 IS			20:00 24AUG07		89.95	CASH	24AUG07
R.O. OPENED		READY	OPTIONS: ENG:4.2 Liter EFI				

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

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

15A PERFORMED DIAGNOSTIC AND PIN POINTED FAULTY TORQUE CONVERTER AND VALVE BODY, RECEIVED AUTH TO INSTALL FORD REMAN UNIT #16646173	228	CFA			1205.86	1205.86	
1 4F2Z*7000*ABRM REMAN AUTOMATIC TRANSMISSION	A				2119.32	2119.32	2119.32

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

B FREE---PERFORM QUALITYCARE MULTI-POINT INSPECTION	99P	FREE---	PERFORM QUALITYCARE MULTI-POINT INSPECTION	228	CFA	0.00	0.00
---	-----	---------	--	-----	-----	------	------

CHRYSLER WARRANTY #800-521-9922 (OPTION 4,2) AND RECEIVED AUTH #16646173 FOR \$3265.86, FAX TO 248-512-7609 FOR PAYMENT (48 HOUR RESPONSE TIME)

C** DID NOT DIAGNOS AT THIS TIME- \$95.00 TO DIAGNOS IF NOT COVERED.							
CUSTOMER STATES BUTTON ON DOOR REMOTE WON'T OPEN DOOR IN BACK	17A	A	ELECTRICAL DIAG	228	IPS		(N/C)

WASTE DISPOSAL/SHOP SUPPLIES (fluid)						12.50	
--------------------------------------	--	--	--	--	--	-------	--

Out pay 107.00 paid 8/28/07

SEE REVERSE SIDE FOR WARRANTY

Thank You. We appreciate your business!

CUSTOMER SIGNATURE _____

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



All Action Details for Issue

[Print](#)

VIN: 2FMDA522X4B[REDACTED]
Name: MS[REDACTED]
Symptom Desc: AUTO TRANS NO ENGAGEMENT
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM
Issue Type: 01 INQUIRY

Year: 2004
Owner Status: Subsequent
Issue Status: CLOSED

Model: FREESTAR Case: 1317612286
WSD: 2004-03-19
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS

Dealer: 02662 FRIENDLY FORD, INC.

Odometer: 41000 MI

Analyst Name: ASHLEY SPARACINO (ASPARACI)

Action Date: 08/13/2007

Comm Type: PHONE

Analyst: ASPARACI

Action Time: 11.08.27.962 Action Data: No

Origin Desc: US CONCERN CASE BASE

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

Ford Confidential

All Action Details for Issue

Print

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

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: US CONCERN CASE BASE

Odometer: 41000 MI

Comm Type: PHONE

Analyst Name: ASHLEY SPARACINO (ASPARACI) **Analyst:** ASPARACI

Action Date: 08/13/2007

Action Time: 11.07.14.652 **Action Data:** No

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

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMDA522X4B[REDACTED]	Year: 2004	Model: FREESTAR	Case: 1317612286
Name: MS[REDACTED]	Owner Status: Subsequent	WSD: 2004-03-19	
Symptom Desc: WINDOW/GLASS SIDE POWER FUNCTION		Primary Phone: [REDACTED]	
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST		Secondary Phone: [REDACTED]	
Issue Type: 04 REGION	Issue Status: CLOSED		
Initial Customer Contact: 09/22/2006			

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

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

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

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

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/21/2006

Action Time: 14.18.52.249 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/21/2006

Action Time: 15.12.02.875 **Action Data:** No

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

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/21/2006

Action Time: 16.23.32.929 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/22/2006

Action Time: 13.20.45.143 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/22/2006

Action Time: 13.22.34.701 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/22/2006

Action Time: 17.02.13.754 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/22/2006

Action Time: 17.06.16.928 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/23/2006

Action Time: 15.06.55.088 **Action Data:** No

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

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/23/2006

Action Time: 15.10.01.996 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/23/2006

Action Time: 15.32.34.651 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/24/2006

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/24/2006

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 08/25/2006

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

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

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

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

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

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

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

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

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

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/31/2006

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 09/05/2006

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

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 09/06/2006

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

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

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 09/06/2006

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

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

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

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

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

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

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

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

Comments **CCST MELISSA, 1-866-631-3788, EXT. 7424**-REC'D VM MESSAGE FROM CUST-CUST STATES NOW OTHER DOOR NOT FUNCTIONING PROPERLY-CUST LEFT # TO BE REACHED (734-654-6846)-CCS WILL F/U W/ CUST MON., 9-25 BETWEEN HRS OF 8 A.M-4:30 P.M EST

Ford Confidential

All Action Details for Issue

[Print](#)

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

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: VENUS PARKER (VPARKE19)

Analyst: VPARKE19

Action Date: 08/22/2006

Action Time: 13.12.26.252 Action Data: No

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

Ford Confidential

STATE OF MICHIGAN

IN THE 1st JUDICIAL DISTRICT COURT FOR THE COUNTY OF MONROE

DEBORAH L. LAMBRIX,

Plaintiff,

v

HON.

NZ

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

Defendants.

GORMAN LAW GROUP, P.C.

TROY T. GORMAN P-59185

Attorney for Plaintiff

104 W. Fourth Street, Suite 300

Royal Oak, MI 48067

(248) 544-8000

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, **GORMAN LAW GROUP, P.C.**, who complains against the above named Defendants as follows:

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

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

3. Defendant, Friendly Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Monroe, Monroe County, Michigan.

4. On or about January 31, 2006, Plaintiff purchased a 2004 Ford Freestar, VIN 2FMDA522X4BA04728 (hereinafter referred to as "2004 Freestar"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2004 Freestar Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranties).

6. Plaintiff has taken the 2004 Freestar to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2004 Freestar include the following:

GORMAN LAW GROUP, P.C.

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

GORMAN LAW GROUP, P.C.

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

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

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

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCLA 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

GORMAN LAW GROUP, P.C.

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

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

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

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

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

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

16. Plaintiff's 2004 Freestar has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful as the 2004 Freestar continues to manifest the aforementioned defects.

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

GORMAN LAW GROUP, P.C.

warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2004 Freestar with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

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

COUNT II
BREACH OF CONTRACT

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

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

GORMAN LAW GROUP, P.C.

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

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

23. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

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

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

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

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

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

F. Such other relief this Court deems appropriate.

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

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

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

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

GORMAN LAW GROUP, P.C.

445.902(d).

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

(a) The Manufacturer and Seller represented to Plaintiff the 2004 Freestar and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2004 Freestar and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2004 Freestar, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2004 Freestar.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2004 Freestar and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2004 Freestar to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the

represented or suggested service to the 2004 Freestar to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2004 Freestar to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

28. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate.

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

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

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

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

GORMAN LAW GROUP, P.C.

2301(4) and (5).

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

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

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

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

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

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

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

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

D. For consequential, incidental and actual damages;

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

F. Such other relief this Court deems appropriate.

GORMAN LAW GROUP, P.C.

-10-

COUNT V
REVOCATION OF ACCEPTANCE

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

39. Plaintiff accepted the 2004 Freestar without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

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

43. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2004 Freestar and out-of-pocket expenses.

44. Manufacturer and Seller have nevertheless refused to accept return of the 2004 Freestar and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

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

GORMAN LAW GROUP, P.C.

-11-

- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

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

46. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF EXPRESS WARRANTY

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

GORMAN LAW GROUP, P.C.

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

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

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

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

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

52. Plaintiff's purchase of the 2004 Freestar was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

53. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2004 Freestar free of charge to Plaintiff under specific terms as stated in the express warranty.

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

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

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

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

express warranty.

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

59. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2004 Freestar's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

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

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

62. The Manufacturer and Seller induced Plaintiff's acceptance of the 2004 Freestar by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

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

64. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2004 Freestar was in substantially the same condition as at delivery except for damage caused by its own defects and

ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

65. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

COUNT VIII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

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

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

GORMAN LAW GROUP, P.C.

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

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

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

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

C. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;

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

E. For consequential, incidental and actual damages;

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

G. Such other relief this Court deems appropriate.

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

GORMAN LAW GROUP, P.C.

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

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

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

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

75. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgement, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts

GORMAN LAW GROUP, P.C.

that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

76. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

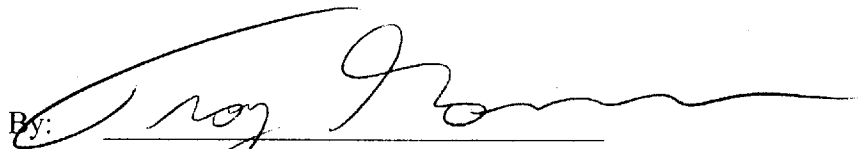
WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

GORMAN LAW GROUP, P.C.

By: 

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

Dated: August 31, 2007

GORMAN LAW GROUP, P.C.

EXHIBIT A

EXHIBIT A

JAN / 31 2006

MONROE, MICHIGAN 48162

CITY CARLETON		STATE MI	ZIP [REDACTED]	
RES. PHONE [REDACTED]		BUS. PHONE [REDACTED]		COUNTY OF RESIDENCE MONROE
DRIVERS LICENSE NO. [REDACTED]		STATE MI	BIRTHDATE APR / 18 1967	
INSURANCE COMPANY FARM BUREAU		AGENT/PHONE NO. 734-243-6500		

[REDACTED]

6775 NEW ESP PREMIUMCARE 1688.00

[illegible]

1. PRICE OF VEHICLE (INCLUDING FREIGHT & ACCESSORIES)	\$ 16695.00
2. OTHER TAXABLE CHARGES (SERVICE FEE, ETC.)	N/A
3. TOTAL TAXABLE PRICE	16695.00
4. a) SALES TAX	1801.70
b) LICENSE FEE	138.00
c) TITLE FEE	15.00
5. LABOR OR OTHER NON-TAX CHARGES	1680.00
6. TOTAL DELIVERED PRICE	19549.70
7. CASH ON DEPOSIT (RECEIPT NO. _____)	N/A
8. CASH DUE ON DELIVERY	N/A
9. TRADE-IN ALLOWANCE	
10. Less: LIEN	N/A
11. TOTAL DOWN PAYMENT	N/A
12. BALANCE	19549.70
13. FINANCE CHARGE (SEE SEPARATE FINANCING CONTRACT)	3978.44
14. INSURANCE CHARGE (SEE ITEM 10 ON REVERSE SIDE)	515.00
15. TOTAL AMOUNT OF AGREEMENT	\$ 24043.14

THIS AGREEMENT IS NOT BINDING UPON EITHER THE PURCHASER OR THE DEALER UNTIL SIGNED BY BOTH PARTIES, OR SHALL NOT BE BINDING UPON THE DEALER, OR THE PURCHASER UNTIL ALL CREDIT TERMS, IF APPLICABLE, ARE APPROVED AND ACCEPTED BY ALL PARTIES-DEALER, PURCHASER AND LENDING INSTITUTION. IF CREDIT TERMS ARE NOT ACCEPTED, FULL DEPOSIT WILL BE REFUNDED TO PURCHASER. AGREEMENT BASED UPON AVAILABILITY OF VEHICLE. PURCHASER IS OF LEGAL AGE IN THIS STATE.

TY OF THIS AGREEMENT.

~~JAN 31/2006~~

DATE _____

JAN 31/2006

25. A student

JAN 31/2005

DATE:

DEALER OR AUTHORIZED REPRESENTATIVE

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

Personal Loan Agreement - Fixed Rate

This is a loan directly from THE HUNTINGTON NATIONAL BANK to you. The terms "we," "us," and "our" mean that bank. The terms "you" or "your" mean each person who signs this agreement. This agreement states the terms of this simple interest rate loan from us. This loan is arranged by **FREDERICK FORD, INC.**

Dealer's employees or agents. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible both individually and jointly under this agreement (known as "joint and several" responsibility).

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.79 %	\$ 2378.44	\$ 28864.78	\$ 24843.44

Your payment schedule will be (final payment amount is estimated):

Number of Payments	Amount of Payments	When Payments Are Due
66	\$364.92	Monthly beginning on 02/02/08

Security: You are giving a security interest in a motor vehicle.
☐ You are also giving a security interest in the following personal property (list each item): N/A
 Property insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.
 Filing time: 8
 Late charges: If a payment is more than 10 days late, you will be charged \$35.00.
 Prepayment: If you pay off early, you may have to pay a penalty, and will not be entitled to a refund of any prepaid finance charge.
 See the other parts of this agreement and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties, and security interests.

Date of this loan: 01/11/06
 The date of this loan is: 01/11/06
 Principal amount of this loan: \$ 28864.78
 Interest rate: 6.79 %
 The interest rate applicable to this loan is: 6.79 % per year.

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

1. To Dealer on your behalf:	\$ 2378.44
(a) Dealer price:	\$ 17265.78
(b) Price of property purchased:	\$ 17265.78
(c) Dealer documentation fee:	\$ 0.00
(d) License, title and registration fees:	\$ 173.64
(e) Loan downpayment:	\$ 0.00
(f) Cash (including rebates):	\$ 0.00
(g) Trade-in allowance (gross):	\$ 0.00
Year: <u>2004</u> Make: <u>FORD</u>	
Model: <u>FORD</u>	
(h) Amount owed on trade-in:	\$ 0.00
(i) Net value of trade-in:	\$ 0.00
(j) Unpaid balance of cash price (a) minus (b):	\$ 17212.78
(k) Additional amount to pay off trade-in:	\$ 0.00
(l) Payoff of prior loan (if a reference):	\$ 0.00
(m) Lien filing fee:	\$ 0.00
(n) Credit insurance:	\$ 0.00
(o) Extended service contract or warranty:	\$ 1688.00
(p) <u>N/A</u>	\$ 0.00
(q) <u>N/A</u>	\$ 0.00
(r) <u>BRANT AMERICAN REP</u>	\$ 313.00
(s) <u>N/A</u>	\$ 0.00

2. To insurance co. for vendor's single interest insurance: 0.00
 3. To us for Huntington GAP: 0.00
 4. To us for loan fee: 0.00
 5. Less prepaid finance charge: 0.00
 6. Amount financed (sum of 1, 2, 3 and 4, minus 5): 28864.78

Your promise to pay: By signing this agreement, you promise to pay us all of the following:
 1. The principal amount of this loan as provided in this agreement.
 2. The interest on this loan as provided in this agreement.
 3. Other charges due as provided in this agreement.

You must pay us at the address we tell you at or at any of our banking offices. Interest begins to accrue on the date of this agreement. Daily simple interest means that interest is charged each day after applying any payments you have made.

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

All payments due on the same date of the month as the first payment, or on the last day of any month that does not have a corresponding date. You agree that we may apply all payments first to unpaid interest, and then to the principal amount, and/or other charges and amounts owed as we determine. If we receive any payment after our cut-off time on a given day, that payment will be considered received on the following business day.

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

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

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

Other terms: If we finance or pay for any credit, property or other insurance, debt cancellation, debt suspension, service contract, warranty, GAP coverage, or other product or service, you agree that we may apply any refund of premiums (including but not limited to cash value) to the payment of the amount you owe us, even if none of your payments are past due. We, and/or Dealer, may receive some value from other products and services sold in connection with this loan. You waive presentation of the agreement. You waive all right from valuation and appraisalment term, to the extent not prohibited by applicable law.

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

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

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

Signature: [Signature] Typed Name of Company: FREDERICK FORD, INC.
 Signature: [Signature] Typed Name of Signer: [Name]
 Signature: [Signature] Typed Name of Signer: [Name]

Signature: [Signature] Typed Name of Signer: [Name]
 Signature: [Signature] Typed Name of Signer: [Name]

Signature: [Signature] Typed Name of Signer: [Name]
 Signature: [Signature] Typed Name of Signer: [Name]

Signature: [Signature] Typed Name of Signer: [Name]
 Signature: [Signature] Typed Name of Signer: [Name]

Signature: [Signature] Typed Name of Signer: [Name]
 Signature: [Signature] Typed Name of Signer: [Name]

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

Credit life insurance: Term: 10/15 Cost: \$ N/A
 (1) (Signature) (2) (Signature)
 Credit disability insurance: Term: N/A Cost: \$ N/A
 (1) (Signature) (2) (Signature)

Collateral for this agreement: As collateral for this loan, you give us a security interest in the following property and its accessories, and in any attachments existing as of the date of this loan or which you acquire within 10 days after the date:

YEAR: 2004 MAKE: FORD
 MODEL: FORD DOCUMENT: FORD
 VIN: 1F35024A000000000

You represent that you will use the collateral primarily for ☐ consumer (personal, family or household use) ☐ business ☐ farming purposes. You agree to keep the collateral at: [Address]

Signature: [Signature] CHAIRMAN

Signature: [Signature] Clerk

As additional collateral, you also give us a security interest in:

• Any other property described in the "Security" section of the federal disclosures, which you agree to keep at the location disclosed above, unless otherwise stated in this agreement.
 • Any proceeds of the vehicle or other property described above and its accessories and attachments.
 • Any proceeds of any service contracts, warranties, insurance, GAP coverage, debt cancellation coverage, debt suspension coverage or other products or services required or purchased in connection with this agreement, and any refunds of any charges or premiums for any such products or services.

We agree that any security interest which secures any other present or future loan from us does not secure this loan. Additional provisions about the collateral are found on the other side of this document under "Additional Security Interest Provisions".

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

Signature: [Signature]
 Typed Name of Signer: N/A

NOTICE
 ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY DEBTOR HEREUNDER.
 You agree that this notice applies only if the consumer purpose block under "Collateral for this agreement" is checked and only if you use the proceeds of this loan to purchase the collateral described above under "Collateral for this agreement".

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

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

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

This notice is not the contract that makes you liable for the debt.

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

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

FORD MOTOR SERVICE COMPANY in all states except AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI.
 FORD MOTOR COMPANY or the SELLING DEALER in AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI,
 P.O. BOX 5045, DEARBORN, MICHIGAN 48121, 800-392-FORD - Please refer to the State Specific
 Provisions in the attached Agreement.



**EXTENDED
SERVICE
PLAN**

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number ("VIN") (17 Digits) **2 F M D R S 2 2 X A 1 0 1 3 1 0 6 0 3 1 9 9 9** CONTRACT TYPE: ☒ New Plan ☐ Used Plan

Signature Date **FREESTAR** Warranty Start Date **2004**

Vehicle Make **FORD** Model **Model** Year **2004**

☐ Diesel ☐ Commercial Business Use ☐ SHO, Turbo, Rotary, Supercharger, 4-Wheel/All Wheel Drive, Snow Plow

☒ New Plan purchased after 12 months / 12,000 miles from Warranty Start Date, whichever occurs first. (Not applicable for Rental/CARE)

Is this a police vehicle? ☐ Yes ☒ No (If yes, refer to Police Price Sheet)

SECTION B - DEALERSHIP INFORMATION SCHEDULE

FRIENDLY FORD, INC. 2800 N. TELEGRAPH **MONROE, MI 48161**

Dealership Name **(734) 243-6000** Dealership Address **(734) 243-7209**

Dealership Signature **P&A Code** Dealership Phone Number **Dealership Fax Number**

NOTE: Register contract via ESPS and retain copy in customer's file at dealership.

SECTION C - PLAN INFORMATION - TYPES OF NEW PLANS

NEW PLAN - CORE COVERAGES (Fleet and Non-Fleet)

☐ PowertrainCARE ☐ BaseCARE ☒ PremiumCARE

☐ ExtraCARE ☒ PremiumCARE

NEW PLAN - FLEET MAINTENANCE & WEAR OPTION

☐ Fleet Coverage including "Maintenance & Wear" services (Normal Schedule)

☐ Fleet Coverage including "Maintenance & Wear" services (Optional Schedule)

OPTIONS & DEDUCTIBLES - NEW PLAN - CORE COVERAGES (Fleet or Non-Fleet)

☐ \$0 Deductible (Standard for Fleet Plans with Maintenance & Wear)

☐ \$50 Deductible (Standard for Incomplete Vehicles)

☒ \$100 Deductible (Standard for New Plan Core Coverages)

☐ \$200 Deductible (75,000 or 100,000 mile plans only - Not available for Certified Pre-Owned Vehicle (1 upgrade))

☐ First Day Rental (Not available for Competitive Make Vehicles)

☐ Disappearing Deductible (Not available for Competitive Make Vehicles)

☐ Road Hazard Tire Coverage (Not available for Competitive Make Vehicles)

NEW PLAN - RENTALCARE COVERAGE

☐ RentalCARE Coverage

NEW PLAN - SCHEDULED MAINTENANCE PLAN COVERAGES

☐ Premium Maintenance Plan - (Normal Schedule) Coverage

☐ Premium Maintenance Plan - (Optional Schedule) Coverage

☐ Extra Maintenance Plan (Normal Schedule) Coverage

☐ Extra Maintenance Plan (Optional Schedule) Coverage

OPTIONS & SURCHARGES

☐ First Day Rental (Premium Maintenance Plans Only)

☐ Compressed Natural Gas/Liquid Propane Gas Surcharge

NEW PLAN - COMPRESSED NATURAL GAS/ LIQUID PROPANE GAS COVERAGE

☐ Compressed Natural Gas/Liquid Propane Gas Coverage (Ford Authorized Alternative Fuel Vehicles Only)

SECTION D - TYPES OF USED PLANS

USED PLAN - CORE COVERAGES

☐ PowertrainCARE ☐ BaseCARE ☐ PremiumCARE

☐ ExtraCARE ☐ PremiumCARE

USED PLAN - OPTIONS & DEDUCTIBLES

☐ Disappearing Deductible ☐ \$50 Deductible ☐ \$200 Deductible

USED PLAN - ELECTRIC VEHICLECARE COVERAGES

☐ Electric VehicleCARE Coverage (Ford Authorized Electric Vehicles Only)

SECTION E - LIENHOLDER

Service Contract Lienholder: **THE HUNTINGTON NATIO**

(You are not required to finance your service contract, but may purchase the service contract by cash or installment credit sale.)

SECTION F - WHEN YOUR AGREEMENT BEGINS AND ENDS / COVERAGE COSTS

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

Plan / Coverages	Months Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Core Coverages: (New or Used Plans) NEW PREMIUMC	60/75000	75000	\$ 1680.00	\$ 0.00	\$ 1680.00
Scheduled Maintenance Plan Coverages: (New Plan Only)	N/A	N/A	\$ N/A	\$ N/A	\$ N/A
Other: (New or Used Plans)	N/A	N/A	\$ N/A	\$ N/A	\$ N/A
Starting Distance: 28357			Totals \$ 1680.00	\$ 0.00	\$ 1680.00

SECTION G - NEW PLANS - FLEET PLANS

FLEET REGISTRATION SCHEDULE: If any Core Plan is selected for a Fleet, then such coverage shall be in force for each Vehicle listed by VIN in the Fleet Registration Schedule below:

Warranty Start Date	Mileage at Agreement Inception	Vehicle Identification Number (17 Digits)	Purchase Price
1			\$
2			\$
3			\$
4			\$
5			\$
Fleet Code:	Fleet Branch Code:		SUBTOTAL \$
FIN ("Fleet Identification Number") Code:			SALES TAX \$
			TOTAL PURCHASE PRICE & SALES TAX \$

SECTION H - DISCLOSURE INFORMATION

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

CONTRACT PURCHASER: You are the owner of this Agreement. Your Agreement Terms and Conditions are attached.

RESIDENTS OF MISSISSIPPI, PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

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

Contract Purchaser or Fleet Representative
 Signature (not valid without signature)

Signature Date

0 1 - 3 1 - 0 6

EXHIBIT B

EXHIBIT B

19286

1 2 7 8 9 6

FRIENDLY  **Inc.**

INVOICE

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

CARLETON MI

HOME:

PAGE 1

SERVICE ADVISOR: 30 DON HERKIMER

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

12:10 31JAN06 07:17 09FEB06

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A LT SLIDING DOOR WHEN OPENING IS HITTING LT SIDE 1/4 GLASS. 1/4 GLASS

IS CHIPPING. NEED TO ADJUST LHS SLIDER AND REPLACE 1/4 GLASS

CAUSE: ADJUST AND ALIGN LEFT SLIDING DOOR--FITS POORLY. REMOVE AND
REPLACE LEFT QUARTER GLASS, CHIPPED FROM SLIDING DOOR HITTING IT
REWORK BODY AROU

24630A DOOR-REAR - ALIGN (24630/24631) - L

62 BRUCK, GERALD LIC#: M225610

WB 0.40

(N/C)

B REMOVE AND REPLACE LEFT QUARTER GLASS

62 BRUCK, GERALD LIC#: M225610

WB 1.00

(N/C)

(N/C)

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

FC: B02 07

PART#: 7024630

COUNT:

CLAIM TYPE:

AUTH CODE: PAAAT

6628

PARTS: 0.00 LABOR: 0.00

0.00 OTHER: 0.00

TOTAL LINE A:

0.00

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

STATEMENT OF DISCLAIMER

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

DESCRIPTION

TOTALS

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

CUSTOMER SIGNATURE

PLEASE PAY
THIS AMOUNT

0.00

B/S CUSTOMER COPY

PE09-033 0050LC

19286

1 2 9 4 8 6

FRIENDLY  **Inc.**

INVOICE

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

CARLETON, MI
HOME

PAGE 1

SERVICE ADVISOR: 30 DON HERKIMER

SERVICE ADVISOR: 30 DON HERKIMER									
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAB	
SILVER	04	FORD FREESTAR		2FMDA522X4B		28505/28505		T013	
DEL DATE	PROD DATE	WARR EXP	PROMISED	RD NO.	RATE	PAYMENT	INV DATE		
01SEP03 IS			17:00 30MAR06		85.00	CASH	24MAR06		
RD OPENED		READY		OPTIONS: STK:P2753 DLR:02662					

16:50 06MAR06 07:33 24MAR06

LINE OPCODE TECH TYPE HOURS

A-REPLACE LICENSE PLATE HOUSING (cracked)

LIST NET TOTAL

CAUSE: PERFORM TSB 051207

051207A REPLACE LICENSE PLATE HOUSING

62 BRUCK, GERALD LIC#: M225610

WB 0.40

1 3F2Z*17A385*AB BRACKET - LICENSE PLATE

(N/C)

051207B ADDITIONAL TIME TO PAINT

(N/C)

62 BRUCK, GERALD LIC#: M225610

WB 1.30

(N/C)

FC: B02 12

PART#: 3F2Z*17A385*AB

COUNT:

CLAIM TYPE:

AUTH CODE: PAAFS

6628

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

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

STATEMENT OF DISCLAIMER

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

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

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

CUSTOMER SIGNATURE

B/S CUSTOMER COPY

PE09-033 0051LC

FRIENDLY  Inc.

19286

1 2 9 3 2 2

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

CARLETON, MI

HOME

PAGE 1

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SILVER	04	FORD FREESTAR	2FMDA522X4B		28448/28448	T4021
DEL DATE	PROD DATE	WAHR EXP	PROMISED	PO NO	RATE	PAYMENT
01SEP03	IS		WAIT 02MAR06		85.00	CASH
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662				

15:00 02MAR06 15:36 02MAR06

LINE OPCODE TECH TYPE HOURS

A RETRIEVE KEYLESS ENTRY CODE

1000 KEYLESS #

PARTS: 38 IUT 0.50
0.00 LABOR: 0.00 OTHER: 0.00

LIST NET TOTAL

TOTAL LINE A:

(N/C)
0.00

28448 RETRIEVE KEYLESS ENTRY CODE 13539



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

STATEMENT OF DISCLAIMER

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

FRIENDLY  Inc.

19286

1 3 5 6 1 2

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48181-3930

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

CARLETON, MI
HOME:

PAGE 1

SERVICE ADVISOR: 5359 MARK A GENOVESI

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

09:58 17JUL06 16:46 08SEP06

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

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

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

31581 COULD NOT VERIFY CONCERN. ALL TESTS PASSED.

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

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

MT MT27406

14	W 20.00						
1	4F2Z*15604*DA KIT	ALARM/KEYLESS LOCK SYSTE					(N/C)
1	5F2Z*17264A01*BD	REMOTE CONTROL SYSTEM					(N/C)
1	XF2Z*14A658*CA	TERMINAL					(N/C)
1	XF2Z*14B367*AA	SWITCH ASY					(N/C)
1	3F2Z*14B291*FA	CONTROL ASY - DOOR LOCK					(N/C)
1	4F2Z*17519A70*CAB	CONSOLE ASY - OVERHEAD					(N/C)
1	3F2Z*14B351*BA	ACTUATOR ASY					(N/C)
1	4F2Z*1626413*A	LOCK ASY					(N/C)
1	5F2Z*17218A43*AA	ACTUATOR ASY					(N/C)
1	3F2Z*14630*BAA	WIRE ASY - JUMPER					(N/C)

FC: B15 42

PART#: 5F2Z*17264A01*BD

COUNT:

CLAIM TYPE:

AUTH CODE:

1027

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

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
MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

FRIENDLY  Inc.

19286

1 3 5 6 1 2

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

INVOICE

PAGE 2

CARLETON, MI

HOME

SERVICE ADVISOR: 5359 MARK A GENOVESI

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

09:58 17JUL06 16:46 08SEP06

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

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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item. 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.

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

FRIENDLY Ford Inc.

19286

1 3 5 6 1 2

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

INVOICE

PAGE 3

CARLETON, MI
HOME:

SERVICE ADVISOR: 5359 MARK A GENOVESI

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

09:58 17JUL06 16:46 08SEP06

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

TECH. SAME RESULTS. CONTACTED HOTLINE SPOKE WITH NATE. MONITORED PID DATA. RESULTS OF 0 MS TIME FROM SECTIME AND SP TIME STILL PRESEN T. INFORMED NATE OF PREVIOUS REPLACEMENT ON 8-7 -06. CONTACTED HOTLINE AFTER PPT AND PID DATA MONITORING. SPOKE WITH JIM. JIM RECOMMENDED TESTING OF CKT 1434 (LT/PK) SJB TO PSD MODULE. ADVISED JIM OF PAST TEST RESULTS. REPERFORMED TESTING. 1.2 OHMS PRESENT. WITHIN SPEC. CONTACTED H OTLINE ON 8-8-06. SPOKE WITH DAVE. DAVE ADVISED ME OF FIELD TECH DEPLOYMENT. FSE KEVIN BLACK ARRIVED. PERFORMED THE FOLLOWING UNDER ADVISEME NT. REMOVED LFT AND RIGHT POWER SLIDING DOOR TR IMS. REAR QUARTER LFT AND RT TRIMS. "B" PILLAR TRIMS OVER HEAD CONSOLE AND SJB KICKPANEL. REPE RFORMED EEC TESTS, PID DATA MONITORING AND PPT. ALL RESULTS SAME. REALIGNED DOOR W KEVIN. SAME RESULTS. REFERED TO WIRING DIAGRAM WITHOUT PPT PROCEDURE. 126-2 CKT 1251 OBSERVED TO BE COMMON CKT BETWEEN DETENT SWITCH C711 AND LATCH REVERS E ACTUATOR C709. REMOVED WIRING HARNESS. OBSERV ED INCORRECT CONNECTOR TO C709. FSE RECOMMENDED HARNESS AND ACTUATOR REPLACEMENT. NEW PARTS ARRIVED WITH SAME RESULTS. INCOMPATABILITY ISSU E WITH C709 HARNESS SIDE AND LATCH SIDE. REMOVE D CONNECTOR AND SPLICED PROPER CONNECTOR TO ACT UATOR. TESTED REPAIR. DOOR OPERATES PROPERLY. PERFORMED EEC TESTS AND OBSERVED PID DATA. ALL OBSERVED OPERATION NORMAL. REPAIR VERIFIED.

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

MISC MISC REPAIR

14 ISP 0.20

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

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

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

CNV COULD NOT VERIFY CONCERN AT THIS TIME

14 ISP 0.00

(N/C)

		DESCRIPTION	TOTALS
<small>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 MANUFACTURER'S REPRESENTATIVE.</small>	<small>STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. 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/vehicle.</small>	LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER COPY

19286

1 3 5 6 1 2

FRIENDLY  **Inc.**

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

INVOICE

PAGE 5

SERVICE ADVISOR: 5359 MARK A GENOVESI

CARLETON, MI

HOME

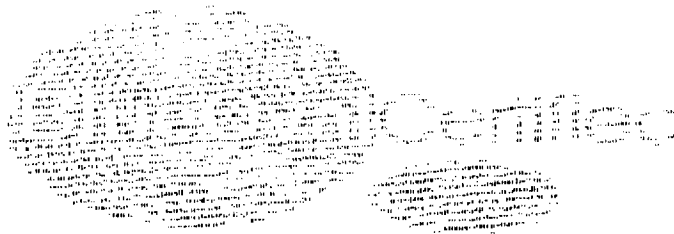
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	04	FORD FREESTAR	2FMDA522X4B		31669/31581	T2779
DEL DATE	PRGD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
01SEP03	IS		17:00 06SEP06		85.00	CASH
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662				
09:58	17JUL06	16:46	08SEP06			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
31581	RETRIEVED	KEYLESS	ENTRY	CODE 11995.			

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

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

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



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

STATEMENT OF DISCLAIMER

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

19286

151082

FRIENDLY  **Inc.**

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

CARLETON, MI

HOME:

PAGE 1

SERVICE ADVISOR: 764 JEFFERY A COGOL

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

LINE OPCODE TECH TYPE HOURS

LIST

NET

TOTAL

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

VEHICLE WONT MOVE IN GEAR

CAUSE: 42226 PERFORMED ELEC-TESTS ON TRANS.RETREIVED CODE P0442 FOR
 EVAP.PERFORMED PRESSURE TESTS ON TRANS AND FOUND NONE.ISOLATED
 TO INTERNAL IS

7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS

- DIAGNOSIS (7000) - L

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 1.30

(N/C)

7000F2 AUTOMATIC TRANSMISSION PIN POINT TEST -

DIAGNOSIS - L

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 0.30

(N/C)

7000A AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE

AND INSTALL OR REPLACE (7000) - L

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 5.20

(N/C)

7000AXQ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE

AND INSTALL OR REPLACE - L EXTRA TIME FOR

POST ROAD TEST. (AFTER REPAIR)

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 0.20

(N/C)

7000AZJ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE

AND INSTALL OR REPLACE - L EXTRA TIME TO

MOUNT TRANSMISSION ON A BENCH

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 0.30

(N/C)

7000A2 AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL

(7C391/7000) - L

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 6.20

(N/C)

7000A4 AUTOMATIC TRANSMISSION CONVERTER ASSEMBLY

- FLUSH (7A283/7052/7902) - L

9 POTRZEBOWSKI,JOHN LIC#: M210532

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

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all
 of the warranties with respect to
 the sale of this item/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.

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

19286

151082

FRIENDLY  Inc.

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

INVOICE

PAGE 2

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI

HOME:

SERVICE ADDRESS: 764 SUFFERTY A GAGOL									
COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
SILVER	04	FORD FREESTAR		2FMDA522X4B			42226/42226		T4961
DEL DATE	PROD DATE	WARR EXP	PROMISED		PO NO	RATE	PAYMENT		INV DATE
01SEP03 IS			10:30 15AUG07			87.50	CASH		15AUG07
R.O. OPENED		READY		OPTIONS: STK:P2753 DLR:02662					

08:41 13AUG07 17:06 15AUG07

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

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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of 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 warrants nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION

TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY THIS AMOUNT

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

19286

151082

FRIENDLY  **Inc.**

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-8000 Fax (734) 242-7200

CARLETON, MI

PAGE 3

HOME:

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SILVER	04	FORD FREESTAR	2FMDA522X4B		42226/42226	T4961
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01SEP03 IS			10:30 15AUG07		87.50	CASH

R.O. OPENED	READY	OPTIONS
08:41 13AUG07	17:06 15AUG07	STK:P2753 DLR:02662

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

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.10

12222A VACUUM TUBE/HOSE - REPAIR

(VACHOSE/9E455/9E498/9E499/9F485) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.40

FC: G29 30

PART#: 3F2Z*7902*ACRM

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

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

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

B CUSTOMER STATES PASSENGER SLIDER DOOR LOCK INOP

CAUSE: 42226 PERFORMED INSPECTION. FOUND SLIDING DOOR CONTACT

BROKEN. REPLACED CONTACTS AND RETESTED-FOUN D LOC ACTUATOR

FAULTY. REMOVED PANEL AND RE

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

L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.20

(N/C)

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

STATEMENT OF DISCLAIMER

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

DESCRIPTION

TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY THIS AMOUNT

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

CUSTOMER SIGNATURE

CUSTOMER COPY

19286

151082

FRIENDLY  Inc.

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

CARLETON MI

HOME:

PAGE 4

SERVICE ADVISOR: 764 JEFFERY A GOGOL

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

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

FC: L17 42

PART#: XF2Z*14A658*CA

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

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

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

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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all
of the warranties with respect to
the sale of this item/vehicle. 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/vehicle.

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

19286

151082

FRIENDLY  Inc.

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

INVOICE

PAGE 5

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MT

HOME:

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

08:41 13AUG07 17:06 15AUG07

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

C PERFORM QUALITY CARE INSPECTION

99P PERFORM QUALITY CARE INSPECTION

9 POTRZEBOWSKI, JOHN LIC#: M210532

ISP 0.00

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

42226

D** CUSTOMER STATES CD PLAYER/RADIO INOP

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

REPLACED-RETESTED-RESOLVED

18805B RADIO - REMOVE (18806) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.30

(N/C)

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

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.30

(N/C)

FC: A16 42

PART#: 18806

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

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

42226 PERFORMED TESTS/FOUND INTERNAL CD ISSUE.REMOVED

REPLACED/RETESTED/RESOLVED

E** CUSTOMER STATES ABS LIGHT ON

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

CONTINUOUS.PINPOINT TESTS ISOLATED TO FAULTY DEACTIVATION

SW-REPLACED-RETESTED-RESOLVED

071410E REPLACE THE BRAKE PRESSURE SWITCH PER TSB

07-14-10

ON BEHALF OF 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 MANUFACTURER'S REPRESENTATIVE.

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, other 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.

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

19286

151082

FRIENDLY  Inc.

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

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

CARLETON, MI
HOME:

PAGE 6

SERVICE ADVISOR: 764 JEFFERY A GOGOL

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

08:41 13AUG07 17:06 15AUG07

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

9 POTRZEBOWSKI,JOHN LIC#: M210532

WE 0.90

(N/C)

1 3F2Z*9F924*AB SWITCH ASY

(N/C)

FC: H19 42

PART#: 3F2Z*9F924*AB

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

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

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

SUBL HERTZ RENTAL

WE

(N/C)

CUSTOMER PAY DEDUCTIBLE FOR REPAIR ORDER

100.00

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

STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	100.00
TOTAL CHARGES	100.00
LESS INSURANCE	0.00
SALES TAX	6.00
PLEASE PAY THIS AMOUNT	106.00

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

CUSTOMER SIGNATURE

CUSTOMER COPY



Craig Thor Kimmel, Esquire
Identification No. 57100
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

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

THOMAS O'CONNOR AND
JULIE O'CONNOR
3200 Sunset Avenue
Norristown, PA 19403

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION **APRIL 2007**

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

001211

COMPLAINT
CODE: 1900

1. Plaintiffs, Thomas O'connor and Julie O'connor, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 3200 Sunset Avenue, Norristown, PA 19403.

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

BACKGROUND

3. On or about July 28, 2005, Plaintiffs purchased a new 2005 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA52215BA11154.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$31,200.48. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Transmission, vehicle loses power and inoperative turn signal. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Norristown Auto Co., Inc. is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about July 28, 2005, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

21. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

31. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

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

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

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

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

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

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

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

38. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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


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

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

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


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

KIMMEL & SILVERMAN, P.C.

By: 
CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

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

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



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs



RIDGE PIKE AND HOOVER RD.
P.O. BOX 708
NORRISTOWN, PA. 19404
(610) 539-5400

(610) 647-9440

(610) 383-8200

DATE 07/28/2005	SALESMAN JUSTIN D REDCAY	STOCK # 41497
--------------------	-----------------------------	------------------

BUYER'S NAME THOMAS OCONNOR	SOCIAL SECURITY NO. 208-52-8052	DOB 12/16/60
BUYER'S NAME JULIE OCONNOR	SOCIAL SECURITY NO. 179-52-7514	DOB 12/08/57

ADDRESS SUNSET AVE	CITY NORRISTOWN	STATE PA	ZIP 19403	COUNTY
-----------------------	--------------------	-------------	--------------	--------

PHONE (610) 584-6133	BUS. PHONE (610) 719-8292	PLEASE ENTER MY PURCHASE FOR <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> RENTAL REPURCHASE
-------------------------	------------------------------	--

MAKE FORD TRUCK	MODEL OR SERIES FREESTAR	BODY TYPE FREESTAR VAN	COLOR ARIZONA BEIGE	KEY NO. FA-0357X
--------------------	-----------------------------	---------------------------	------------------------	---------------------

SERIAL NO. 2FHZA52215BA11154	MILEAGE 9	DRIVERS LICENSE # PA 19839228	CO-LICENSE # PA 18677821
---------------------------------	--------------	----------------------------------	-----------------------------

ORIGINAL EQUIPMENT:	SELLING PRICE:	28000.00
---------------------	----------------	----------

DEALER INSTALLED EQUIPMENT:	REBATE	6000.00
-----------------------------	--------	---------

TOTAL SELLING PRICE	\$ 22000.00
---------------------	-------------

LESS ALLOWANCE FOR TRADE	
--------------------------	--

BALANCE	22000.00
---------	----------

SERVICE CONTRACT:	OTHER
-------------------	-------

SUB-TOTAL	\$ 22000.00
-----------	-------------

SALES TAX	\$ 1320.00
-----------	------------

TIRE TAX	\$ 5.00
----------	---------

DOCUMENTARY FEES	\$ 55.00
------------------	----------

TITLE & LICENSING FEES	\$ 73.00
------------------------	----------

TOTAL	\$ 23453.00
-------	-------------

CASH DEPOSIT SUBMITTED WITH ORDER	
-----------------------------------	--

CASH ON DELIVERY	12000.00
------------------	----------

TOTAL CASH	12000.00 →
------------	------------

AMOUNT DUE AFTER DOWN PAYMENT	11453.00
-------------------------------	----------

PLATE / FINANCE TO:	
---------------------	--

LOAN	SERIAL NO.	MILEAGE	STATE	BALANCE DUE	11453.00
------	------------	---------	-------	-------------	----------

NE STATE FARM CONCORDVILLE PA 19339	COMP. <input type="checkbox"/> COLLISION <input type="checkbox"/> LIABILITY <input type="checkbox"/>
-------------------------------------	--

I have read the terms and conditions of this Order and agree to it as part of this order. I certify that I am 18 years of age or older and hereby acknowledge receipt of a copy.

SIGNED Thomas O'Connor	BUYER 07/28/05
---------------------------	-------------------

SIGNED Julie O'Connor	CO-BUYER 07/28/05
--------------------------	----------------------

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

PE09-033 0073LC



1. ☐ If this box is checked, this is a simple interest contract **WITH** a "Balloon Payment" as the last scheduled payment. If this box is not checked, this is a simple interest contract **WITHOUT** a "Balloon Payment" as the last scheduled payment.

2. Buyer (and Co-Buyer) Name and Address NORRISTOWN PA	Seller (Creditor) Name and Business Address NORRISTOWN AUTO CO INC. P.O. BOX 708 NORRISTOWN PA 19404
--	--

3. **WHO IS BOUND:** You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable (jointly and severally if both a Buyer and Co-Buyer sign below) for any amount due. In this Contract, "we," "us," and "our" mean the Seller named above and, after assignment and acceptance, the Seller's assignee, JPMorgan Chase Bank, N.A., acting on its own or as agent for an affiliated entity (and any subsequent assignee).
4. **DESCRIPTION OF VEHICLE:** You agree to buy and we agree to sell the following vehicle.

New, Used or Demo	Year	Weight (lbs.)	Make and Model	Body Type	Vehicle Identification No.	Key No.	Use for Which Purchased
NEW	2005	5740	FORD TRUCK FREESTAR	FREESTAR VAN	2FMZA522158	FA-0357X KE-94083	XX personal business agricultural

If truck - Describe body, gross vehicle weight and major items of equipment sold:

5. **NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES:** The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
6.99 %	\$ 1746.98	\$ 11453.50	\$ 13200.48	\$ 31200.48

PAYMENT SCHEDULE: Your payment schedule will be 48 monthly payments of \$ 275.01 due on the same day of each month starting on 09/11/2005

BALLOON PAYMENT: If this Contract is checked with "Balloon Payment" above, your payment schedule will be N/A monthly payments of \$ N/A each, due on the same day of each month starting on N/A, then your last payment ("Balloon Payment") will be \$ N/A due on N/A.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If a payment is more than 10 days late, you may be charged 2% of the unpaid amount of that payment.

OTHER ITEMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our to require repayment in full before the scheduled maturity date.

7. **IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS CONTRACT, YOU MAY LOSE YOUR VEHICLE.**

8. ITEMIZATION OF THE AMOUNT FINANCED	
1. Cash Price:	
A. Cash price of vehicle (including sales tax of \$ 1320.00 any, accessories, their installation and taxes)	\$ 29320.00
2. Downpayment:	
A. Net agreed value of trade-in	\$ N/A
(year, make, model)	
B. Manufacturer's rebate applied to downpayment	\$ 6000.00
	\$ 12000.00
	\$ 1800

C. Other Charges (Identify who will be paid and purpose):

To N/A For Optional Gap Coverage
 To NORRISTOWN For DOC FEE
 To N/A For N/A

\$ N/A X X
 \$ 55.00
 \$ N/A

D. Total other charges and amounts paid to others on your behalf (A + B + C)

\$ 133.50
 \$ 11453.50

5. Amount Financed (sum of 3 plus 4D)

We may retain, or receive, a portion of these amounts.

Additional Disclosures

6. Finance Charge

Required by State Law

7. Time Balance ** (Total of Payments) (5 plus 6)

8. Payment Schedule: See Federal Truth-in-Lending Disclosures above.

\$ 1746.98
 \$ 13200.48

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, plus a Finance Charge applied to the unpaid balance of the Amount Financed each day. The daily rate Finance Charge is equal to 1/365th of the Annual Percentage Rate shown above.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest contract. This means that since we compute your Finance Charge each day on the unpaid balance of the Amount Financed, the amount of the Finance Charge shown above may vary depending upon when your payments are received. Therefore, the earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. If you pay on time, you will not owe a late fee and we will apply your payment first to accrued Finance Charge and then to the unpaid balance of the Amount Financed. If you pay late, you will owe a late fee and we will apply your payment first to accrued Finance Charge, then to the scheduled unpaid balance of the Amount Financed, then to unpaid late fee, and then to the remaining unpaid balance of the Amount Financed. If you make any payments after they are due, including payments due because we allow you to extend the term of this Contract, your final payment will be larger than originally scheduled. We will advise you of any additional amount you owe us after you make your last payment (if it is \$1.00 or more). We will send you a check for any amount owed you (if it is \$1.00 or more).

BALLOON PAYMENT: IF THIS CONTRACT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. Paragraph 16 on the reverse side entitled "LAST PAYMENT OPTIONS" applies. The odometer reading referred to in Section (A)(3) of such paragraph is N/A miles, the excess mileage charge referred to in Section (B)(3) of such paragraph is N/A per mile and the disposition fee referred to in Section (B)(1) of such paragraph is N/A.

Buyer's Initials N/A Co-Buyer's Initials N/A. By initialling here, you acknowledge that you understand these charges and the provisions of paragraph 16 entitled "Last Payment Options", on the reverse side of this Contract.

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail.

If you want the following insurance, sign below:

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of \$ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to \$ N/A

☐ Disability, Accident and Health (Buyer Only) at a premium of \$ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to \$ N/A

The name of the insurer is _____ of _____
 Name Home Office Address

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

WARNING: Any insurance provided by the Seller does not cover liability for injury to persons or damage to property of others unless indicated in the policy.

4. **PROPERTY INSURANCE:** Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller, it will be furnished by N/A for the initial term of N/A at a premium of N/A, but such charge is not included in this Contract.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON THE REVERSE SIDE BEFORE SIGNING BELOW.

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

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT IT CONTAINS AN "AGREEMENT TO ARBITRATE DISPUTES" ON THE REVERSE SIDE, THAT YOU HAVE READ IT AND AGREE TO ITS TERMS.

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs N/A Co-Buyer Signs N/A

By signing here, the Seller agrees to the terms of this Contract and assigns this Contract to Seller's assignee under the terms agreed to by Seller and Seller's assignee. **NORRISTOWN AUTO CO INC.**

Seller (Creditor) Signs _____ By _____ Title Assistant

Undersigned hereby acknowledges receipt from Seller of a true, correct and complete copy of this Contract at time of e N/A

Buyer Signs N/A Co-Buyer Signs N/A



NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA. 19403

(610) 539-5400

www.norristownford.com



CUSTOMER NO. 64168	ADVISOR REILLY, JOSEPH J	TAG NO. 664 534	INVOICE DATE 06/30/06	INVOICE NO. F0CS223398
[REDACTED] NORRISTOWN, PA	LABOR RATE 81.00	LICENSE NO. [REDACTED]	COLOR 9,176	STOCK NO. 41497
	YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTAR/FREESTAR VAN	DELIVERY DATE 07/28/05	DELIVERY MILES 16046	PRODUCTION DATE 9
	VEHICLE I.D. NO. 2 F M Z A 5 2 2 1 5 B	SELLING DEALER NO. 16046		
	F.T.E. NO.	P.O. NO.	R.O. DATE 06/29/06	

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 9178
-----------------	----------------	----------	----------

LABOR & PARTS
J# 1 07FTZ TRANSMISSION HOURS: 11.90 TECH(S): 348 WARRANTY

CUST STATES TRANS LIGHT COMES ON AND VEHICLE HAS A LOSS OF POWER
FAILED INT. PISTON AND SS SENSOR
CHECKED TRANS ROAD TEST RETRIEVED CODES P0715/717/732
TRACED TO FAILED INT PISTON AND SS SENSOR. REMOVED TRANS AND OVERHAULED AND FLUSHED SYSTEM. RETEST OK

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1	1F1Z-7M101-AA	SENSOR - TURBI		
JOB # 1	1	4F1Z-7153-AA	KIT - GASKET		
JOB # 1	1	F6DZ-7A098-AA	SCREEN ASY		
JOB # 1	1	4F1Z-7E005-AA	PISTON - INTER		
JOB # 1	12	XT-5-QM	MERCON R V AUT		

JOB # 1 TOTAL PARTS 0.00
JOB # 1 TOTAL LABOR & PARTS 0.00

YOUR STATE INSPECTION IS DUE / /

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

TECHNICIAN CERTIFICATION
348 LEONARD G WALTERS 1975

TOTALS

OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH OUR SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A QUESTIONNAIRE FORM FROM FORD REGARDING THE QUALITY OF REPAIRS PERFORMED. WE TAKE GREAT PRIDE IN OUR PERFORMANCE, AND WOULD APPRECIATE IT IF YOU WOULD COMPLETE THE SURVEY. IF YOU ARE NOT COMPLETELY SATISFIED WITH THE REPAIRS COMPLETED PLEASE CONTACT PAUL FORAKER (SERVICE DIRECTOR) @ 610-539-5400.

RM-REMANUFACTURED PART
FEI 23-1578418

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

\$ AMERICAN EXPRESS MASTER CARD
\$ CASH CHARGE VISA
\$ DISCOVER CHECK#

TOTAL INVOICE \$ 0.00

MA

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 03:00pm

*Thank You,
We appreciate
your business!*

NORRISTOWN FORD
Ridge Pike & Trooper Road
NORRISTOWN, PA 19403
(610) 539-5400
www.norristownford.com



NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA. 19403

(610) 539-5400

www.norristownford.com



CUSTOMER NO. 64168	ADVISOR REILLY, JOSEPH J	TAG NO. 664 903	INVOICE DATE 07/10/06	INVOICE NO. F0CS223887
	LABOR RATE 81.00	MILEAGE 9,319	COLOR ARIZONA BEI	STOCK NO. 41497
NORRISTOWN, PA	YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTAR/FREESTAR VAN		DELIVERY DATE 07/28/05	DELIVERY MILES 9
	VEHICLE ID NO. 2 F M Z A 5 2 2 1 5 B		SELLING DEALER NO. 16046	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/10/06	
COMMENTS				

MO: 9324

J# 1 07FTZ TRANSMISSION HOURS TECH(S) 348 0.00
CUST STATES TRANS NEUTRALS OUT
PERFORMED DIAG TRACED TO AND RESEAT CONNECTOR TO
EEC MODULE; RETEST OK
JOB # 1 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION 348 LEONARD G WALTERS 1975

TOTALS

OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH OUR SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A QUESTIONNAIRE FORM FROM FORD REGARDING THE QUALITY OF REPAIRS PERFORMED. WE TAKE GREAT PRIDE IN OUR PERFORMANCE AND WOULD APPRECIATE IT IF YOU WOULD COMPLETE THE SURVEY. IF YOU ARE NOT COMPLETELY SATISFIED WITH THE REPAIRS COMPLETED PLEASE CONTACT PAUL FORAKER (SERVICE DIRECTOR) @ 610-539-5400.

RM-REMANUFACTURED PART FEI 23-1578418

AMERICAN EXPRESS MASTER CARD
CASH CHARGE VISA
DISCOVER CHECK#

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

TOTAL INVOICE \$ 0.00

YOUR STATE INSPECTION

IS DUE / /

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

*Thank You,
We appreciate
your business!*

NORRISTOWN FORD

Ridge Pike & Trooper Road

NORRISTOWN, PA 19403

(610) 539-5400

www.norristownford.com





NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA. 19403

(610) 539-5400

www.norristownford.com



CUSTOMER NO. 64168	ADVISOR REILLY, JOSEPH J	TAG NO. 664 375	INVOICE DATE 01/08/07	INVOICE NO. FOCS232554
[REDACTED] NORRISTOWN, PA	LABOR RATE 86.00	LICENSE NO. [REDACTED]	MILEAGE 14,325	COLOR ARIZONA BEI
	YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTAR/FREESTAR VAN		DELIVERY DATE 07/28/05	STOCK NO. 41497
	VEHICLE I.D. NO. 2 F M Z A 5 2 2 1 5 B		SELLING DEALER NO. 16046	DELIVERY MILES 9
	F.T.E. NO.		P.O. NO.	PRODUCTION DATE
COMMENTS			R.O. DATE 01/03/07	

MO: 14342

LABOR & PARTS
[REDACTED] TRANSMISSION [REDACTED] HOURS [REDACTED] TECH(S) [REDACTED]

CUSTOMER STATES: THE TRANS SLIPS AND WILL NOT MOVE AT TIMES. HAPPENS AT TIMES AT TAKE OFF. PERFORMED DIAG. ROAD TESTED VEHICLE AND CHECKED TRANS OPERATION OK AT THIS TIME. REROAD TEST SENGOND TIME UNABLE TO VERIFY AND TRANS SLIPPAGE OR TRANS CONCERNS AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
348

TECHNICIAN CERTIFICATION
348

LEONARD G. WALTERS

1975

TOTALS

OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH OUR SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A QUESTIONNAIRE FORM FROM FORD REGARDING THE QUALITY OF REPAIRS PERFORMED. WE TAKE GREAT PRIDE IN OUR PERFORMANCE, AND WOULD APPRECIATE IT IF YOU WOULD COMPLETE THE SURVEY. IF YOU ARE NOT COMPLETELY SATISFIED WITH THE REPAIRS COMPLETED PLEASE CONTACT PAUL FORAKER (SERVICE DIRECTOR) @ 610-539-5400.

RM-REMANUFACTURED PART FEI 23-1578418

\$ AMERICAN EXPRESS MASTER CARD \$
\$ CASH CHARGE VISA \$
\$ DISCOVER CHECK# \$

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

CUSTOMER SIGNATURE

YOUR STATE INSPECTION

IS DUE / /

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

*Thank You,
We appreciate
your business!*

NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA 19403

(610) 539-5400

www.norristownford.com





NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA. 19403

(610) 539-5400

www.norristownford.com



VISIT US ON THE WEB
WWW.DELAUTOGROUP.COM
OPEN 24/7

VISIT US C
WWW.DELAUTOGROUP.COM

CUSTOMER NO. 64168	ADVISOR REILLY, JOSEPH J	TAG NO. 664	INVOICE DATE 03/16/07	INVOICE NO. FOC5235618
	LABOR RATE 86.00	MILEAGE 14,709	COLOR ARIZONA BEI	STOCK NO. 41497
NORRISTOWN, PA	YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTAR/FREESTAR VAN	DELIVERY DATE 07/28/05	DELIVERY MILES 9	
	VEHICLE ID NO. 2 F M Z A 5 2 2 1 5 B	SELLING DEALER NO. 16046	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 03/12/07	
COMMENTS				

MO: 14710

LABOR & PARTS

CUST STATES TRANS HAS NO REVERSE
LIGHTS WERE ON- COLD START SEEMS TO
BE THE WORST PART
FAILED PCM
PERFORMED DIAG TRACED TO AND RETRIEVED CODES 0158/0186/0713
1270: REP: LACED PCM, CUT AND PROGRAMMED 2 KEYS AND RECAL PCM
RETEST OK

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
DOB # 1	1		5F22-12A650-DC	MODULE - ENGIN			
DOB # 1	1		KEY-3	P.A.T.S.			
JOB # 1 TOTAL PARTS						0.00	
JOB # 1 TOTAL LABOR & PARTS						0.00	

TECHNICIAN CERTIFICATION
757 ROBERT J HARTMAN 2855

TOTALS

OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH OUR
SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A
QUESTIONNAIRE FORM FROM FORD REGARDING THE QUALITY OF REPAIRS
PERFORMED. WE TAKE GREAT PRIDE IN OUR PERFORMANCE, AND WOULD
APPRECIATE IT IF YOU WOULD COMPLETE THE SURVEY. IF YOU ARE
NOT COMPLETELY SATISFIED WITH THE REPAIRS COMPLETED PLEASE
CONTACT PAUL FORAKER (SERVICE DIRECTOR) @ 610-539-5400.

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

TOTAL INVOICE \$ 0.00

REMANUFACTURED PART
AMERICAN EXPRESS
CASH
DISCOVER
CHECK#

CUSTOMER SIGNATURE

YOUR STATE INSPECTION

IS DUE

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR
USED IN PERFORMING THE REPAIRS LISTED ON
THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS
OR 12,000 MILES FROM THE DATE. SUCH REPAIRS
WERE COMPLETED. THIS LIMITED WARRANTY SPEC-
IFICALLY EXCLUDES FRONT END ALIGNMENTS,
ELECTRICAL WIRING AND SHORTS, AND FUEL
SYSTEM WHEN DUE TO CONTAMINATION. THIS LIM-
ITED WARRANTY IS EXTENDED TO THE VEHICLE
OWNER/CUSTOMER, AND IS NOT TRANSFERABLE
TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD AS IS. THE ONLY WAR-
RANTIES APPLYING TO THIS PART(S) ARE THOSE
WHICH MAY BE OFFERED BY THE MANUFACTURER(S).
THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS
ALL WARRANTIES, EITHER EXPRESS OR IMPLIED,
INCLUDING ANY IMPLIED WARRANTY OF MERCHANT-
ABILITY OR FITNESS FOR A PARTICULAR PURPOSE,
AND, NEITHER ASSUMES NOR AUTHORIZES ANY
OTHER PERSON TO ASSUME FOR IT ANY LIABILITY
IN CONNECTION WITH THE SALE OF THIS PART(S)
AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED
TO RECOVER FROM THE SELLING DEALER ANY CON-
SEQUENTIAL DAMAGES, DAMAGES TO PROPERTY,
DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS
OF PROFITS, OR INCOME, OR ANY OTHER INCIDEN-
TAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED
IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING
TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT
LIABILITY", NEGLIGENCE OR OTHERWISE.

Thank You,
We appreciate
your business!

NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA 19403
(610) 539-5400
www.norristownford.com



to remind you that you may receive a survey from Ford Motor Company through the mail inquiring about the service you received at Norristown Ford. Please fill out completely satisfied and send back to Ford. If you were not completely satisfied please contact the service director Paul Foraker, so we can resolve the issue. Thanks again for your visit to Norristown Ford's service department and we hope to see you at your next scheduled maintenance.

Your service director,
Paul Foraker

CUSTOMER NO. 64168		ADVISOR YONKOVITCH		TAG NO. 756		INVOICE DATE 12/19/05		INVOICE NO. F0CS21397	
YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTAR/VAN		LABOR RATE 81.00		MILEAGE 486		COLOR ARIZONA BEI		STOCK NO. 41497	
DELIVERY DATE 07/28/05		DEALER NO. 16046		R.O. DATE 12/19/05		MILEAGE OUT		MO: 534	
VEHICLE ID. NO. 2FMZA52215B		F.T.E. NO.		P.O. NO.		R.O. DATE		MILEAGE OUT	
COMMENTS		F.T.E. NO.		P.O. NO.		R.O. DATE		MILEAGE OUT	

YOUR STATE INSPECTOR

IS DUE

PARTS # 1 QTY 1 FP-NUMBER 3F22-17683-BAB 1 MIRROR ASY - R

DESCRIPTION--LIST PRICE-UNIT PRICE--WARRANTY 0.00

COMMENTS--J08 # 1 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION--326 JOSEPH A BOBST 4385

TOTALS--

OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH OUR SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A QUESTIONNAIRE FORM FROM FORD REGARDING THE QUALITY OF REPAIRS PERFORMED. WE TAKE GREAT PRIDE IN OUR PERFORMANCE AND WOULD APPRECIATE IT IF YOU WOULD COMPLETE THE SURVEY. IF YOU ARE NOT COMPLETELY SATISFIED WITH THE REPAIRS COMPLETED PLEASE CONTACT PAUL FORAKER (SERVICE DIRECTOR) @ 610-539-5400. FEI 23-1578418

AMERICAN EXPRESS CASH CHARGE VISA CHECK#



THE SERVICE DEPARTMENT PERFORMED A TOUR AROUND ON YOUR VEHICLE

DATE 284200240992 TIME
11/18/2005 838718 18:46:52

NORRISTOWN FORD
2509 RIDGE PIKE
NORRISTOWN, PA 19403
6105395400

CREDIT SALE

TRANS #025
AUTH #470258
VISA ACCOUNT #
XXXXXXXXXXXX4052

SALE AMOUNT \$26.45

THANK YOU!
COME AGAIN

CUSTOMER COPY

CUSTOMER NO.	64168	ADVISOR	IEZZI, MICHAEL	742
		LABOR RATE	81.00	MILE
		LICENSE NO.	FXN0779	
		YEAR / MAKE / MODEL	05/FORD TRUCK/FREESTAR/FRE	
		VEHICLE I.D. NO.	2 F M Z A 5 2 2 1 5 B	
		F.T.E. NO.		P.O. NO.
		COMMENTS		

LABOR & PARTS
JOB # 1 30FTZ99P LOF-MULTI INSPECTION HOURS: 3.00
LUBE OIL AND FILTER PLUS MULTI POINT INSPECTION
3000 MILE SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 1	1	E4FZ-6731-AB	FILTER ASY - 0	6.50	6.50	6.50
JOB # 1 TOTAL PARTS						6.50
JOB # 1 TOTAL LABOR & PARTS						16.45

JOB # 2 10FTZ ELECTRICAL
CUSTOMER STATES TURN SIGNAL DRIVERS SIDE MIRROR
ORDERED MIRROR ASSEMBLY
WILL CONTACT CUSTOMER WHEN PARTS ARE HERE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 2	0	3F2Z-17683-BAB	MIRROR ASY - R	260.62	260.62	0.00
PART ON SPECIAL ORDER						
** QUANTITY 1 IS SPECIAL ORDERED **						
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

G.O.G. & SUPPLIES
JOB # 1 5.0 MOTOR OIL @ 1.700 /UNIT TOTAL - GOG 8.50

TECHNICIAN CERTIFICATION
326 JOSEPH A BOBST 4385

TOTALS
OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED WITH OUR SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A QUESTIONNAIRE FORM FROM FORD REGARDING THE QUALITY OF REPAIRS PERFORMED. WE TAKE GREAT PRIDE IN OUR PERFORMANCE AND WOULD APPRECIATE IT IF YOU WOULD COMPLETE THE SURVEY. IF YOU ARE NOT COMPLETELY SATISFIED WITH THE REPAIRS COMPLETED PLEASE CONTACT PAUL FORAKER (SERVICE DIRECTOR) @ 610-539-5400.
RM-REMANUFACTURED PART FEI 23-1578418

TOTAL LABOR....	9.95
TOTAL PARTS....	6.50
TOTAL SUBLET....	0.00
TOTAL G.O.G....	8.50
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	1.50

AMERICAN EXPRESS MASTER CARD
CASH CHARGE VISA
DISCOVER CHECK#

TOTAL INVOICE \$ 26.45

CUSTOMER SIGNATURE

IS DUE

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

Thank You,
We appreciate
your business!

NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA 19403
(610) 539-5400
www.norristownford.com



PE09-033

FORD

9/8/2009

APPENDIX

H

Part Change Log

	A	B	C	D		E		F		G	H
Part Name	Date Incorporated Into Vehicle Production	Description of Change	Reasons for Change	Original		Modified		Disposition of Original Parts		New Component Service Part Availability Date	New Component Interchangeable With Old (Y/N - Intended versus Possible)
				Ford Engineering Part Number	Ford Service Part Number	Ford Engineering Part Number	Ford Service Part Number	Withdrawn from Ford Production Inventory (Scrap/ Consume/ Rework)	Effective Date		
2004 MY 3.9L Freestar/Monterey Torque Converter	11/24/2003	Process change - revised hardness and metallurgy inspection of oil pump drive splines	Worn splines identified on field returns	3F2P-7902-BG	3F2Z-7902-BCRM	3F2P-7902-BG	3F2Z-7902-BCRM	Inspect sectioned samples from each batch	11/24/2003	11/24/2003	Y
2004 MY 4.2L Freestar/Monterey Torque Converter	11/24/2003	Process change - revised hardness and metallurgy inspection of oil pump drive splines	Worn splines identified on field returns	3F2P-7902-AH	3F2Z-7902-ACRM	3F2P-7902-AH	3F2Z-7902-ACRM	Inspect sectioned samples from each batch	11/24/2003	11/24/2003	Y

PE09-033

FORD

9/8/2009

APPENDIX

I

2004 Model Year

SERVICE	ENGINEERING	DESCRIPTION
3F2Z-7000-AB	3F2P 7000 AB	AUTOMATIC TRANSMISSION ASY(4.2L)

SOURCE:TC11A FORD T&C VAN DYKESALES:

No record of sales

SERVICE	ENGINEERING	DESCRIPTION
3F2Z-7000-BB	3F2P 7000 BB	AUTOMATIC TRANSMISSION ASY(3.9L)

SOURCE:TC11A FORD T&C VAN DYKESALES:

No record of sales

SERVICE	ENGINEERING	DESCRIPTION
4F2Z-7000-AA	4F2P 7000 AA	AUTOMATIC TRANSMISSION ASY(4.2L)

SOURCE:TC11A FORD T&C VAN DYKESALES:

YEAR	Quantity
2009	0
2008	0
2007	0
2006	0
2005	0
2004	2
2003	19

SERVICE	ENGINEERING	DESCRIPTION
4F2Z-7000-BA	4F2P 7000 BA	AUTOMATIC TRANSMISSION ASY(3.9L)

SOURCE:TC11A FORD T&C VAN DYKE

SALES:

YEAR	Quantity
----	-----
2009	0
2008	0
2007	13
2006	2
2005	265
2004	157

SERVICE	ENGINEERING	DESCRIPTION
4F2Z-7000-AB	4F2P 7000 AB	AUTOMATIC TRANSMISSION ASY(4.2L)

SOURCE:TC11A FORD T&C VAN DYKESALES:

YEAR	Quantity
----	-----
2009	0
2008	0
2007	0
2006	41
2005	264
2004	250

SERVICE	ENGINEERING	DESCRIPTION
4F2Z-7000-ABRM	RM4F2J 7000 AC	AUTOMATIC TRANSMISSION ASY(04 REMAN4.2L)

SOURCE:B83ZH ATC DRIVETRAIN INCSALES:

YEAR	Quantity
----	-----
2009	622
2008	998
2007	993
2006	725
2005	418
2004	250
2003	24

SERVICE	ENGINEERING	DESCRIPTION
4F2Z-7000-BARM	RM4F2J 7000 BB	AUTOMATIC TRANSMISSION ASY(04 REMAN 3.9L)

SOURCE:B83ZH ATC DRIVETRAIN INCSALES:

YEAR	Quantity
----	-----
2009	354
2008	623
2007	739
2006	616
2005	439
2004	157
2003	13

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 AARM	3F2P 7902 AD	CONVERTER ASY(04 REMAN4.2L)

SOURCE:A224A ALMA PRODUCTS COSALES:

YEAR	Quantity
----	-----
2009	0
2008	0
2007	0
2006	0
2005	0
2004	4

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 ABRM	3F2P 7902 AG	CONVERTER ASY(04 REMAN4.2L)

SOURCE:A224A ALMA PRODUCTS COSALES:

YEAR	Quantity
----	-----
2009	0
2008	0
2007	0
2006	0
2005	18
2004	36

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 BARM	3F2P 7902 BA	CONVERTER ASY(04 REMAN 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	0
2008	0
2007	0
2006	0
2005	0
2004	0

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 BBRM	3F2P 7902 BF	CONVERTER ASY(04 REMAN 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	0
2008	0
2007	0
2006	0
2005	0
2004	29

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 ACRM	3F2P 7902 AH	CONVERTER ASY(04 REMAN 4.2L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	865
2008	1518
2007	1421
2006	885
2005	360

2004 63

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 BCRM	3F2P 7902 BG	CONVERTER ASY(04 REMAN 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	466
2008	768
2007	597
2006	367
2005	205
2004	55

2005 Model Year:

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
5F2Z 7000 BA	5F2P 7000 BB	AUTOMATIC TRANSMISSION ASY(05 3.9L)

SOURCE:TC11A FORD T&C VAN DYKESALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	0
2008	0
2007	0
2006	16
2005	114
2004	13

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
5F2Z 7000 AA	5F2P 7000 AB	AUTOMATIC TRANSMISSION ASY(05 4.2L)

SOURCE:TC11A FORD T&C VAN DYKESALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	0

2008	0
2007	0
2006	34
2005	153
2004	20

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
----------------	--------------------	--------------------

5F2Z 7000 B	5F2P 7000 AC	AUTOMATIC TRANSMISSION ASY(05 4.2L)
--------------------	--------------	-------------------------------------

SOURCE:TC11A FORD T&C VAN DYKESALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	197
2008	143
2007	38
2006	118
2005	0
2004	0

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
----------------	--------------------	--------------------

5F2Z 7000 C	5F2P 7000 BC	AUTOMATIC TRANSMISSION ASY(05 4.2L)
--------------------	--------------	-------------------------------------

SOURCE:TC11A FORD T&C VAN DYKESALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2009	12
2008	67
2007	66
2006	148
2005	0
2004	0

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
----------------	--------------------	--------------------

5F2Z 7000 ARM	RM5F2J 7000 AA	AUTOMATIC TRANSMISSION ASY(05 REMAN 4.2L)
----------------------	----------------	---

SOURCE:B83ZH ATC DRIVETRAIN INCSALES:

YEAR	Quantity
----	-----
2009	95
2008	469
2007	499
2006	9
2005	0
2004	0

SERVICE	ENGINEERING	DESCRIPTION
---------	-------------	-------------

5F2Z 7000 BRM	RM5F2J 7000 BA	AUTOMATIC TRANSMISSION ASY(05 REMAN 3.9L)
----------------------	----------------	---

SOURCE:B83ZH ATC DRIVETRAIN INCSALES:

YEAR	Quantity
----	-----
2009	328
2008	402
2007	292
2006	10
2005	0

SERVICE	ENGINEERING	DESCRIPTION
---------	-------------	-------------

5F2Z 7902 AA	5F2P 7902 AD	CONVERTER ASY(05 4.2L)
---------------------	--------------	------------------------

SOURCE:A224A ALMA PRODUCTS COSALES:

YEAR	Quantity
----	-----
2009	788
2008	1028
2007	712
2006	234
2005	79
2004	5

SERVICE	ENGINEERING	DESCRIPTION
---------	-------------	-------------

5F2Z 7902 BA	5F2P 7902 BC	CONVERTER ASY(05 3.9L)
---------------------	--------------	------------------------

SOURCE:A224A ALMA PRODUCTS COSALES:

YEAR	Quantity
----	-----
2009	0
2008	344
2007	349
2006	160
2005	85

<u>SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
5F2Z-7902-BARM	5F2P 7902 BC	CONVERTER ASY(REMAN 2005 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

YEAR	Quantity
----	-----
2009	462
2008	621
2007	349
2006	160
2005	85

PE09-033

FORD

9/8/2009

APPENDIX

J

DESCRIPTION AND OPERATION

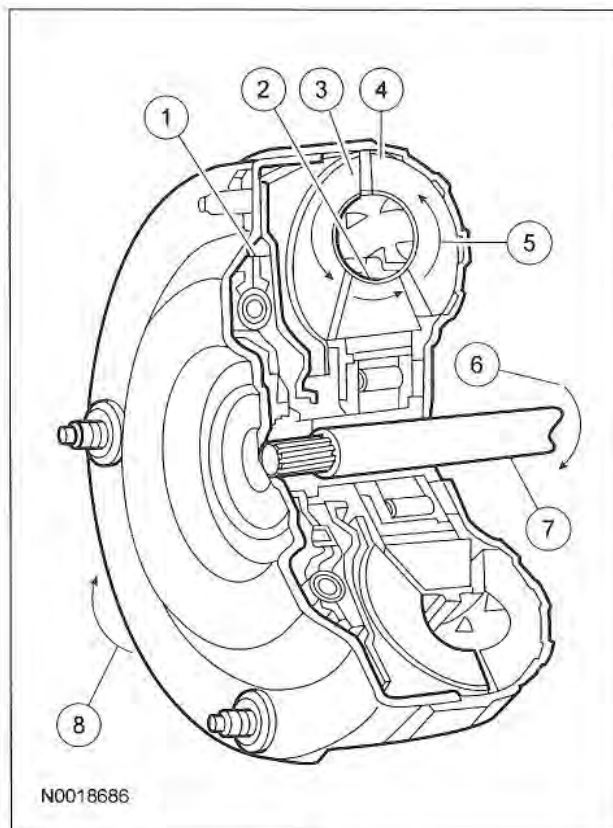
Torque Converter

The torque converter transmits and multiplies torque. The torque converter is a 4-element device:

- Impeller assembly
- Turbine assembly
- Reactor assembly
- Clutch and damper assembly

The standard torque converter components operate as follows:

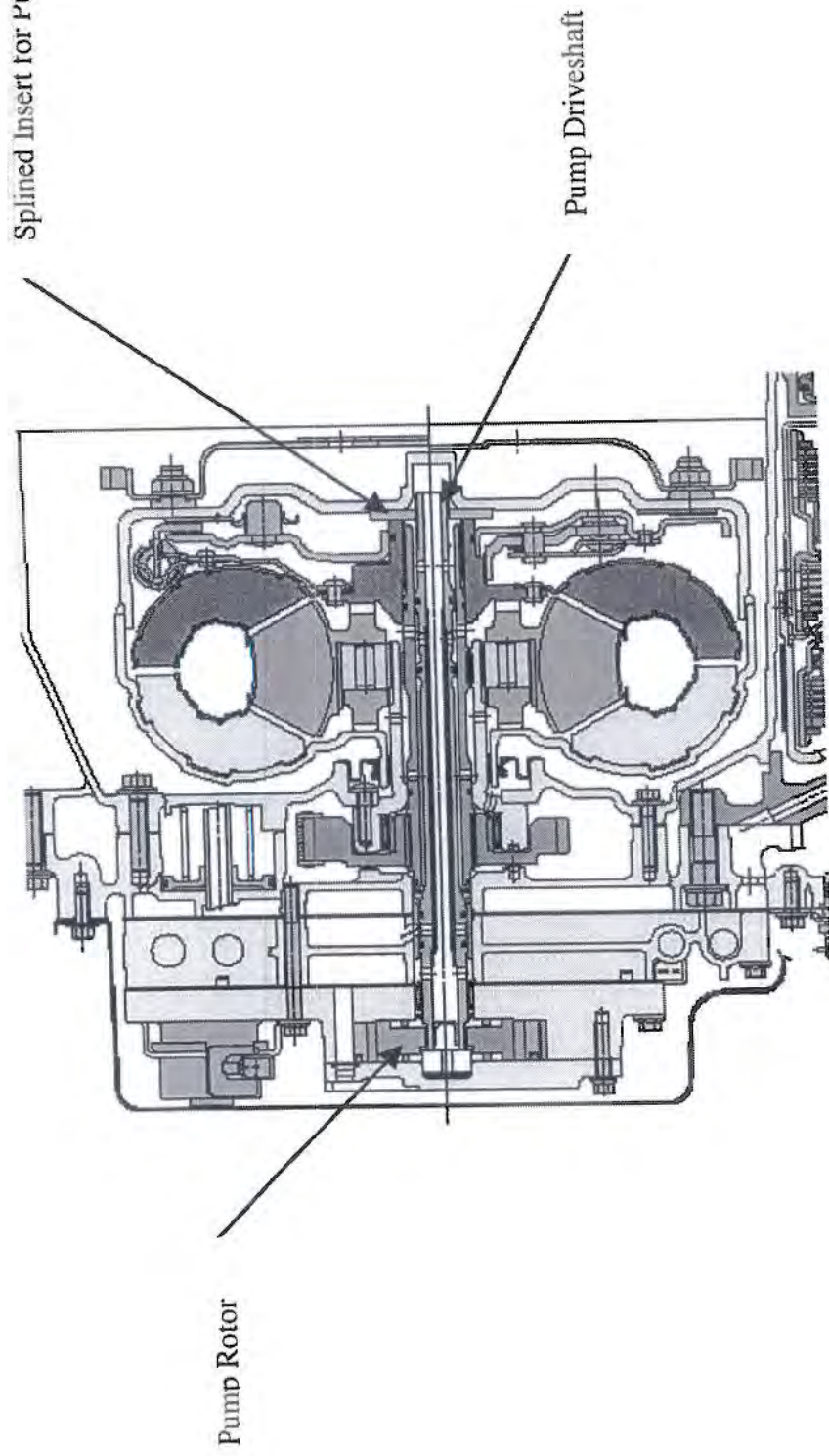
- Rotation of the converter housing and impeller set the fluid in motion.
- The turbine reacts to the fluid motion from the impeller, transferring rotation to the geartrain through the input shaft.
- The reactor redirects fluid going back into the impeller, providing for torque multiplication.
- The clutch and damper assembly dampens powertrain torsional vibration and provides a direct mechanical connection for improved efficiency.
- Power is transmitted from the torque converter to the planetary gearsets and other components through the input shaft.



Item	Part Number	Description
1	—	Converter clutch and damper (part of 7902)
2	—	Reactor (part of 7902)
3	—	Turbine (part of 7902)
4	—	Impeller (part of 7902)
5	—	Fluid motion
6	—	Transmission input rotation
7	—	Input shaft
8	—	Engine rotation

Cross Section Showing Pump Driveshaft Arrangement (torque converter internals representative of 4.2L V229 application for pump drive layout)

APPENDIX J



PE09-033

FORD

9/8/2009

APPENDIX

K

Contact Information for Ford Authorized Remanufacturers

For the MY 2004 and 2005 Ford Freestar and Mercury Monterey vehicles, ATC Drivetrain in Oklahoma City, OK is the Ford authorized transmission remanufacturer. The Ford authorized torque converter remanufacturer is Alma Products in Alma, MI.

ATC Drivetrain
9901 W. Reno
Oklahoma City, OK 73127

ATC Drivetrain Key Contact
John Jackson – Quality Manager - 405-577-9901

Alma Products
2000 Michigan Ave
Alma, MI 48801

Alma Products Key Contact
Brad Boucher – Quality/Engineering Manager - 989-463-1151

PE09-033

FORD

9/8/2009

APPENDIX

L

REMAN DATA

INSPECTION DATE	MODEL NO	FAILURE CAUSE	FAILURE_CAUSE_TEXT	RESPONSIBILITY	TRANS ID SERIAL	TRANSMISSION MODEL	VEHICLE TYPE	VIN_NO	COMMENTS
27-Jun-08	AX4N	7902-117	TORQUE CONVERTER - SPLINES STRIPPED	FORD	42202830	4F2P-BA	NA	NA	O.E.M. UNIT. RETURNED AS WARRANTY. FLUID DISCOLORED FOUND STRIPPED PUMP SHAFT SPLINES IN TC PUMP, PUMP SHAFT AND TURBINE SHAFT OKAY
19-Mar-07	AX4N	7902-117	TORQUE CONVERTER (COLOR CODE-LIGHT GREEN) - SPLINES STRIPPED	FORD	LA42226342	4F2P-BA	NA	NA	PUMP SHAFT SPLINES STRIPPED IN CONV DEALER IN UNIT LOOSE AND MISSING PAN AND MAIN CONTROL BOLTS PARTS IN CONTAINER AND INSIDE THE UNIT
15-Mar-07	AX4N	70000-003	TOO DAMAGED TO EVALUATE	FORD	LA41040466	4F2P-BA	NA	NA	PUMP SPLINE IN CONV STRIPPED EXTENSIVE DAMAGE TO PUMP O/P RING O/P VALVE SUPPORT RING BROKEN
15-Mar-07	AX4N	7902-117	TORQUE CONVERTER (COLOR CODE-LIGHT GREEN) - SPLINES STRIPPED	FORD	LA42202479	4F2P-BA	NA	NA	PUMP SHAFT SPLINES IN CONV STRIPPED PUMP THE PUMP AND TURBINE SHAFT OK
15-Mar-07	AX4N	7902-117	TORQUE CONVERTER (COLOR CODE-LIGHT GREEN) - SPLINES STRIPPED	FORD	LA42230789	4F2P-BA	NA	NA	PUMP SHAFT SPLINES IN CONV STRIPPED PUMP THE PUMP SHAFT AND TURBINE SHAFT OK
15-Mar-07	AX4N	7G298-080	SUPPORT SPRING ASSEMBLY - BROKEN	FORD	LA42204128	4F2P-BA	NA	NA	UNIT CONTAMINATED WITH FINE METAL FOUND BROKEN SPRING DIR PISTON RETURN SPRING SNAP RING IN PLACE DAMAGED CAUSED EXCESSIVE WEAR TO OTHER COMPONENTS
15-Mar-07	AX4N	7L306-103	GEAR & DIFF ASSY SUN (4 PINION) - PITTED/SPALLED	FORD	LA41031783	4F2P-BA	NA	NA	FLUID CLEAN NO METAL IN PAN VALVES SEALS AND BEARINGS OK CLUTCHES AND STEELS OK FOUND PITTING ON FINAL DRIVE GEAR