

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

LAW OFFICE OF PAUL DEPETRIS

703 STOKES RD., STE. 9, MEDFORD, NJ 08055
TEL.: (609) 714-2020; EMAIL: PAUL@NEWJERSEYLEMON.COM

PAUL DEPETRIS
MEMBER, NJ AND PA BARS

March 10, 2011

Via email & first class mail

Andrew Chabot, Settlement Specialist
Ford Motor Company
World Headquarters
Room 406-ES
One American Road
Dearborn, MI 48126-2701

Re: Rejection Of Last Settlement Offer & Transmission Of Counteroffer

Consumer(s):	[redacted]
Vehicle:	**2011 Ford Superduty F-350 SRW Truck**
Vehicle's Mileage:	**Approximately 11,000**
Vin:	**1FT8W3BT2BE**[redacted]
Date Of Sale:	**On or about 6-26-10**
Selling Dealer:	**Maplecrest Lincoln Mercury, Inc., Vauxhall, NJ**
Servicing Dealer:	**Wayne Ford, Wayne, NJ**

Dear Mr. Chabot:

INTRODUCTION

Please be advised that I represent the above referenced consumer(s) relative to nonconformities they experienced in connection with the above referenced vehicle (the vehicle). Hereafter I shall refer to Ford Motor Company as "the manufacturer".

By way of this letter please be advised that the consumer(s) reject the settlement offer set forth in your 2-4-11 letter addressed to me.

The purpose of this letter is to make a formal counteroffer demand for presuit satisfaction. This demand herein must be accepted within the time frame and in the manner set forth below and is presented without prejudice to the consumer(s). As the contents of this letter are for settlement purposes only, nothing herein should be construed as an admission of any kind and the consumer(s) shall object to any effort to introduce the contents of this letter at any court proceeding in this matter. The demand referenced herein is a compromise that reflects the potential resolution of this matter before additional time and expense is expended in this

RELEASE

[redacted]ads. Ford Motor Company

THIS RELEASE, dated March 10, 2011, is given by the Releasor(s [redacted] referred to as "I" or "me", To FORD MOTOR COMPANY, referred to as "You".

[If more than one person signs this Release, "I" shall mean each person who signs this Release.]

1. RELEASE. I release and give up any and all claims and/or causes of action which I ever had, currently have or may in future have against You. Accordingly, this releases any claims, including those of which I am not aware and those not specifically mentioned in this Release. This Release applies to claims resulting from anything whatsoever which has happened up to now by and between the parties hereto. Further, I specifically release the following claims: those pertaining to the vehicle that is the subject of the parties' presuit dispute, one2011 Ford Superduty F-350 SRW Truck bearing vehicle identification number 1FT8W3BT2BE[redacted] (hereafter, "vehicle"). Payment in accordance with the Release is not an admission of liability, but is made for the purpose of terminating all disputes and litigation between the parties. I hereby agree that I shall not seek anything further, including any other damages, monies, payments, fees or costs of any kind whatsoever, in law or equity, from You relative to the allegations set forth in the Complaint or relative to the vehicle. No promise or inducement which is not herein expressed has been made to me/us and in executing this release I do not rely upon any statement or representation made by any person, firm or corporation hereby released, or any agent or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or legal liabilities thereof.

2. PAYMENT. I am being paid a total of **$10,000.00** in full and final payment for making this Release, a sum that includes my attorney's fees, expenses and court costs. Excepting the aforesaid, I hereby agree that I will not seek anything further, including any other payment, from You. I hereby agree that any attorney's fees, expenses or court costs that are due and owning will be satisfied out of the proceeds of the within settlement.

3. WHO IS BOUND. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executors of my estate, is/are also bound. This Release is made for Your benefit and all who succeed You to Your rights and responsibilities, such as your heirs, executors, successors and assigns.

4. INFORMED CONSENT. I acknowledge being fully informed as to my legal rights and obligations hereunder. The provisions and terms of the Release have been fully explained to me or I have had adequate opportunity to have them explained. Whether or not the terms have been explained, I have had sufficient opportunity to examine the terms of the Release and I fully understand and accept all terms of the Release as fair, adequate and satisfactory.

5. VOLUNTARY EXECUTION. I acknowledge and represent that the Release has been

_____ _____(seal)
ENGIN AKTAS,

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY that on_____, [redacted] personally came before me and acknowledged under oath, to my satisfaction, that:

(a) The person/persons was/were the subscribing witness(es) to the signing of the attached instrument;
(b) This instrument was personally signed by [redacted] who is/are the Releasor(s) named in this document; and
(c) The subscribing witness(es) signed this proof under oath to attest to the truth of these facts.

Signed and sworn to before me on (date)

_____

_____
NOTARY PUBLIC, State of New Jersey

need email Paul@Newjerseylemon.com

NJ

LAW OFFICE OF PAUL DEPETRIS

4 UNION ST., STE. 204, MEDFORD, NJ 08055
TEL.: (609) 714-2020 • FAX: (609) 714-1119

PAUL DEPETRIS
MEMBER, NJ AND PA BARS

OF COUNSEL
GERSTEIN, GRAYSON & COHEN, LLP

December 22, 2010

RECEIVED
JAN 04 2010
OFFICE OF THE GENERAL COUNSEL

11 JAN -3 P2

CONSUMER AFFAIRS SECTION

Via certified mail, RRR

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
Dearborn, MI 48126

Re: Notice Of Demand for Final Repair Attempt Pursuant to N.J.S.A. 56:12-29, et seq.

Consumer(s):	[redacted]
Vehicle:	**2011 Ford Superduty F-350 SRW Truck**
Vehicle's Mileage:	**Approximately 11,000**
Vin:	**1FT8W3BT2BE**[redacted]
Date Of Sale:	**On or about 6-26-10**
Selling Dealer:	**Maplecrest Lincoln Mercury, Inc., Vauxhall, NJ**
Servicing Dealer:	**Wayne Ford, Wayne, NJ**

OFFICE OF THE GENERAL COUNSEL
11 JAN -4 P5:20
LITIGATION PRACTICE GROUP

Dear Sir/Miss:

Please be advised that I represent the above referenced consumer(s) relative to nonconformities they experienced in connection with the above referenced vehicle (the vehicle). Kindly direct all future correspondence or calls relative to this matter to my office.

Attached hereto as exhibit A are copies of the consumer(s)' New Jersey Motor Vehicle Commission vehicle registration for the vehicle (redacted) and the New Jersey New Vehicle Lemon Law Disclosure provided to the consumer(s) by the selling dealership at time of delivery of the vehicle to the consumer(s) (as well as an illegible coy of the consumer(s) New Jersey driver's license, also redacted).

The purpose of this letter is to provide you formal notice and final opportunity to cure pursuant to N.J.S.A. 56:12-29, et seq. Since the vehicle is presently at the above referenced servicing dealer, you are in a position to immediately have your aforesaid authorized dealership perform the final repair attempt.

The vehicle was purchased new and in accordance with N.J.S.A. 56:12-33, has been out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days. The dealer is presently at the above referenced servicing

dealership where it remains undergoing repairs. Unfortunately, to date, the consumer(s) have not received an itemized, legible statement of repair pursuant to N.J.S.A. 56:12-34(b) because the aforesaid repairs being made by said dealer constitute the first repair attempt for the nonconformity at issue.

The consumer(s) claim that on or about November 27, 2010, the vehicle's check engine light illuminated while the consumer(s) were driving the vehicle. Further, at that time, the consumer(s) experienced a loss of power in the vehicle. At that time, the consumer(s) called the above referenced servicing dealer and made arrangements and/or an appointment to take the vehicle to said dealer to have the aforesaid nonconformity addressed. Accordingly, on November 30, 2010, the consumer(s) presented the vehicle to the above referenced servicing dealer to have the aforesaid nonconformity addressed.

Since these defects substantially impair the vehicle's use, value and/or safety, you are afforded one final opportunity to cure not to exceed ten (10) calendar days from the date you receive this letter. Your failure to properly repair the vehicle shall entitle my client(s) to a refund (and less any applicable deduction in conformity with N.J.S.A. 56:12-29, et seq.).

If your final repair efforts are unsuccessful or if you refuse to perform the final repair in the statutory time period, pursuant to the applicable provisions of the New Jersey Lemon Law, said consumer(s) shall proceed with an action under said Law. If such action becomes necessary, the consumer(s) shall seek a full statutory repurchase of the subject vehicle, the cost (if any) of your dealership's failed repair attempts, expert witness fees and any other applicable actual, incidental, consequential, statutory treble damages, attorney's fees and court costs. Attorney's fees and costs shall only increase as the matter proceeds through the court system. Should the matter to go to suit, I shall point to this letter as evidence of the consumer(s)' good faith effort to resolve the matter amicably prior to filing suit.

Note further that the manufacturer violated N.J.S.A. 56:12-34(a). That statute states:

> a. At the time of purchase in the State of New Jersey, the manufacturer through its dealer, or at the time of lease in the State of New Jersey, the lessor, shall provide directly to the consumer a written statement prescribed by the director, presented in a conspicuous and understandable manner on a separate piece of paper and printed in both the English and Spanish languages, which provides information concerning a consumer's rights and remedies under P.L.1988, c. 123 (C.56:12-29 et seq.), and shall include, but not be limited to, a summary of the provisions of:
>
> > (1) section 3 of P.L.1988, c. 123 (C.56:12-31), concerning the miles of operation of a motor vehicle and time period within which the

consumer may report a nonconformity and seek remedies;

(2) sections 4 and 5 of P.L.1988, c. 123 (C.56:12-32 and 56:12-33), concerning a manufacturer's obligations to a consumer based upon the manufacturer's or its dealer's inability to repair or correct a nonconformity; and

(3) any other provisions of P.L.1988, c. 123 (C.56:12-29 et seq.) the director deems appropriate.

N.J.S.A. 56:12-34(a). As can be seen from the aforesaid copy of the New Jersey new vehicle lemon law disclosure form provided by the selling dealer to the consumer(s), that form states, in pertinent part, that "[i]f this vehicle is defective (within the first 18,000 miles or 2 years, whichever comes first), you may be entitled under the New Jersey Lemon Law to a refund of the purchase price or your lease payments. Such is an inaccurate statement and thus, fails to comply with N.J.S.A. 56:12-34(a). For, the New Jersey Lemon Law provides, in pertinent part:

> If, during the period specified in section 3 of this act, [FN1] the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use. [FN1] N.J.S.A. § 56:12-31.

As stated above, the vehicle does not have to be proven "defective' but rather "the manufacturer or its dealer" must merely fail to "to repair or correct a nonconformity within a reasonable time...." Further, as set forth in N.J.S.A. 56:12-31, the period for a nonconformity to arise under the New Jersey Lemon Law is "the first 24,000 miles of operation or during the period of two years following the date of original delivery to the consumer, whichever is earlier" and not "the first 18,000 miles or 2 years, whichever comes first...." In this regard, I note that the aforesaid form appears to refer to a preparation date of "8/96". As noted by N.J.S.A. 56:12-34(c), "[f]ailure to comply with the provisions of this section constitutes an unlawful practice pursuant to section 2 of P.L.1960, c. 39 (C.56:8-2)." N.J.S.A. 56:8-2 is the New Jersey Consumer Fraud Act. Therefore, you committed a per se violation of the aforesaid statute.

I look forward to your response hereto in the aforesaid time frame. Thank you for your attention to this matter.

Regards,

Paul DePetris

cc: client(s) (exhibits omitted)

EXHIBIT "A"

NEW JERSEY NEW VEHICLE
LEMON LAW DISCLOSURE

IMPORTANT: IF THIS VEHICLE IS DEFECTIVE *(WITHIN THE FIRST 18,000 MILES OR 2 YEARS, WHICHEVER COMES FIRST)*, YOU MAY BE ENTITLED UNDER NEW JERSEY LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS. FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT AT P.O. BOX 45026, 124 HALSEY ST., NEWARK, NEW JERSEY 07102, TEL. NO. 973-504-6226.

VEHICLE IDENTIFICATION NUMBER 1 F T 8 W 3 B T 2 B E [redacted]

YR 2011 MAKE FORD TRUCK MODEL S-DTY F-350 SRW

CUSTOMER ACKNOWLEDGE[redacted] DATE 06/28/2010

DEALER REPRESENTATIVE [signature] DATE 06/28/2010

06/28/2010

FORM #150B (8/96) REORDER FROM bj car SERVICES, INC. (609)-883-5056

[redacted]

[redacted]

ED:09933

Status ALL Type ALL VIN 1FT8W3BT2BE[redacted] Search

EA11-003 000011LC

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

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Report Detail Section : View Details | Attachments: 1

Report# :	AK4AV029 NHL			**Received:**	11/30/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,F350 4X4,CRW CAB,PICKUP ,1FT8W3BT2BEA45179			**Build Date:**	05/25/2010
Odometer :	10,180 M	**Engine:**	6.7L DI	**Calibration:**	BFA17C0A
Transmission:	6R140-LGDS	**Axle:**		**A/C:**	YES
Dealer:	USA 20685 Wayne Ford			**Phone#:**	(973) 256-8800
City:	Wayne	**State:**	New Jersey	**Country :**	USA

Originator: [redacted]

Symptom: 6 98 2 98 DRVABL,INDICATOR,CHECK ENGINE,MIL ONLY

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: CEL/P228F

Fix: **Causal Component :**

Condition Code:

Hotliner: GBURNS52 **Phone:** 313 248-9296 **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:**

Dlr Contact: [redacted] **Phone:** [redacted] **Title Cde:** T

KOEO:

KOEC: P228F

KOER:

Comments:

REPAIR 11/30/2010 03:10PM GAVEN BURNS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: IDS PULLS CONTINUIOUS CODE P228F WITH DESCRIPTION "FUEL PRESSURE REGULATOR EXCEEDED LEARNING LIMITS " (TOO LOW) DIAGNOSTICS: NONE PARTS REPLACED:: NONE TECH QUESTION: IN PCED, P228E IS FOR PRESSURE TOO LOW AND P228F IS FOR PRESSURE TOO HIGH. WHICH LISTING IS CORRECT ? AND WHAT PINPIONT TEST SHOULD I FOLLOW?? BODY CONVERSION: PERSONAL

RECOMM 11/30/2010 03:10PM [redacted] MSS - FCSD - TECH SVC HOTLINE
[redacted] THANK YOU FOR POINTING OUT THE MIX UP. THIS WILL BE LOOKED INTO. ALTHOUGH THE P228E AND P228F CODES PROVIDE DIFFERENT DESCRIPTIONS OF HIGH/LOW, BOTH WILL LEAD TO PIN POINT TEST M. PLEASE PERFORM PIN POINT TEST M TO FURTHER DIAGNOSE THE FUEL PRESSURE REGULATOR CONCERN.

REPAIR 11/30/2010 03:46PM GAVEN BURNS MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: OK, THANKS

RECOMM 11/30/2010 03:46PM GAVEN BURNS MSS - FCSD - TECH SVC HOTLINE
[redacted] YOU ARE WELCOME. IF FURTHER ASSISTANCE IS NEEDED, FEEL FREE TO UPDATE THIS FORM WITH ANY ADDITIONAL INFORMATION.

REPAIR 12/01/2010 12:14PM JOHN CUTLER MSS - FCSD - TECH SVC HOTLINE
THE HIGH PRESSURE FUEL SYSTEM TEST WAS ATTEMPTED, HOWEVER IS NOT ABLE TO COMPLETE. WHEN ROAD TESTING, THE P228F IS NOT RETURNING, HOWEVER A P0087 IS. PINPOINT TEST M WAS PERFORMED AND WAS STOPPED AT M14, AS THE FUEL SYSTEM TEST IS NOT ABLE TO BE PERFORMED. THE BASE FUEL PRESSURE WAS CHECKED AND IS AT 70 PSI KOEO AND KOER. THE FUEL LEVEL IS AT 1/2 TANK.

RECOMM 12/01/2010 12:14PM JOHN CUTLER MSS - FCSD - TECH SVC HOTLINE
ADVISED TO PROCEED WITH STEPS M15 AND M16 TO DETERMINE THE OPERATION

FOUND, REPLACE THE HPP. IF THERE IS CONTAMINATION FOUND, THE ENTIRE HPP FUEL SYSTEM WILL NEED TO BE REPLACED. THAT INCLUDES THE HPP, ALL 8 INJECTORS, BOTH FUEL RAILS, ALL HPP FUEL LINES AND BOTH FUEL FILTERS. THE BASE FUEL LINES, RETURN FUEL LINES, DFCM AND FUEL TANK WILL NEED TO BE FLUSHED. AFTER EITHER REPAIR, BE SURE THAT BOTH SETS OF THE ADAPTIVE FUEL TABLES ARE RESET.

REPAIR **12/08/2010 11:02AM ZAK SOVA MSS - FCSD - TECH SVC HOTLINE**

TECHNICIAN REPLY: REMOVED HPP AND VCV FOUND A SMALL AMOUNT OF ??? MATERIAL ON VCV SCREEN AND INSIDE VCV CAVITY OF HPP. IS ANY AMOUNT OF FOREIGN MATERIAL CONSIDERED CONTAMINATION? WILL THIS CONSTITUTE REPLACEMENT OF ENTIRE HPP SYSTEM AS PREVIOUSLY MENTIONED?? ALSO, WILL I NEED TO OBTAIN ADDITIONAL PRIOR APPROVAL TO REPLACE ADDITIONAL COMPONENTS?

RECOMM **12/08/2010 11:02AM ZAK SOVA MSS - FCSD - TECH SVC HOTLINE**

[redacted] NO DEBRIS IN THE VCV SCREEN IS ACCEPTABLE. CONTINUE WITH THE PREVIOUS RECOMMENDATION TO REPLACE THE COMPLETE HP FUEL SYSTEM AND FLUSH THE LP FUEL SYSTEM. YOU WILL ALSO NEED TO PROGRAM THE NEW INJECTOR IQA NUMBERS INTO THE PCM WITH IDS AFTER THE REPAIR. PRIOR APPROVAL IS NOT REQUIRED FOR THE LISTED REPAIRS.

REPAIR **12/21/2010 01:54PM GAVEN BURNS MSS - FCSD - TECH SVC HOTLINE**

TECHNICIAN REPLY: IS THERE A SPECIFIC PROCEDURE FOR THE LOW PRESSURE FUEL SYSTEM FLUSH?

RECOMM **12/21/2010 01:54PM GAVEN BURNS MSS - FCSD - TECH SVC HOTLINE**

[redacted], THERE IS NO PROCEDURE IN THE WSM FOR FLUSHING THE LOW PRESSURE FUEL LINES. TO FLUSH THE LOW PRESSURE LINES, IT WILL BE NECESSARY TO RUN CLEAN DIESEL FUEL THROUGH THE LINES UNTIL THEY RUN CLEAN OF ANY CONTAMINATION, OR DEBRIS.

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Requester: LBINGHAM 7-Jan-2011

EA11-003 000014LC

EA11-003 000015LC

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GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

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Report Detail Section : View Details | Attachments: 0

Report# :	AIPAI012 NHL			**Received:**	09/16/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,F350 4X4,CRW CAB,PICKUP ,1FT8W3BT2BEA45179			**Build Date:**	05/25/2010
Odometer :	4,427 M	**Engine:**	6.7L DI	**Calibration:**	BFA17C0A
Transmission:	6R140-LGDS	**Axle:**		**A/C:**	YES
Dealer:	USA 11232 Maplecrest Ford Lincoln Mercur			**Phone#:**	(908) 964-1448
City:	Vauxhall	**State:**	New Jersey	**Country :**	USA

Originator: JOHN MILLROY

Symptom: 6 98 2 98 DRVABL,INDICATOR,CHECK ENGINE,MIL ONLY

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: MIL NO DRIVE CONCERN P132B.

Fix: **Causal Component :**

Condition Code:

Hotliner: MSCHMI56 **Phone:** 000 317-9375 **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:**

Dlr Contact: JOHN MILLROY **Phone:** 908 964-1448 **Title Cde:** T

EA11-003 000016LC

KOEO:

KOEC: P132B

KOER:

Comments:

REPAIR 09/16/2010 10:56AM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES ENGINE LIGHT CAME ON WITH NO DRIVABILITY CONCERNS AND AFTER 2 KEY CYCLES LIGHT WENT
OUT DIAGNOSTICS: SELF TEST, DATALOGGER PARTS REPLACED::
NONE TECH QUESTION: ANY KNOWNS? HAVENT BEEN ABLE TO REPRODUCE A CONCERN KOER PASSED ONLY THE CODE P132B IN MEMORY IS ALL I
GOT BODY CONVERSION: NONE

RECOMM **09/16/2010 10:56AM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**
IF THERE WERE NO DRIVE CONCERNS AND YOU CANNOT REPRODUCE THE CODE, RECOMMEND UPDATING THE PCM TO THE LATEST LEVEL AND RETEST. THERE WERE SEVERAL ENHANCEMENTS INCLUDED IN FSA 10B17 WHICH MAY ADDRESS THIS CODE. WHEN YOU GO TO PROGRAM THE VEHICLE, MAKE SURE TO IDENTIFY THE VEHICLE/START THE SESSION WITH THE ENGINE OFF. ALSO MAKE SURE THE VEHICLE'S BATTERIES ARE FULLY CHARGED OR INSTALL A CHARGER ON LOW. USE A HARD WIRED CONNECTION TO THE VCM NOT WIRELESS.

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EA11-003 000017LC

From: tfosys@ford.com [mailto:tfosys@ford.com]
Sent: Friday, January 07, 2011 8:29 PM
To: Yurowski, Daniel (D.E.); Clark, Jessica (J.E.)
Subject: 20056960-Request Saved

This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click **here** to access this request

Additional Comments

Request Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20056960
Status	Assigned
Currently assigned to	DYUROWSK
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Wannetta Perkins-Hill
Primary contact's phone number	313-322-4722

1/10/2011

Primary contact's email address	wperki28@ford.com
Technician Name	
Technician certified in relevant speciality	N/A
Dealership Name	MAPLECREST FORD LINCOLN MERCURY
P&A Code	11232
Facing Region (SDR separate from Contact Regions)	N1 - NEW YORK
Geographic Region (SDR combined with Contact Region)	N1 - NEW YORK
FCSD Sales Zone	A05
FCSD Technical Zone	T02
VIN	1FT8W3BT2BE[redacted]
Vehicle year/model	2011 F-350
Vehicle mileage	4,427
Repair Order (R.O) #	
Customer Name	Engin Aktas
Vehicle Down?	No
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	Medium
Request description	OGC request FSE asssistance with a final repair attempt. Customer complaints are check engine light and loss of power. Must be completed by January 14, 2011. Contact is Wannetta Perkins-Hill 313-322-4722 wperki28@ford.com ---Updated By---JCLAR401--01/07/2011 00:08:14 PM--
GCQIS Comments	
FSE Comments	I do not know where this vehicle right now. Please call FSE Dan Yurowski at (732)685-1323 if you where this vehicle is located. --- Updated By---DYUROWSK-- 01/07/2011 08:28:51 PM--
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0

1/10/2011

Created by	JCLAR401
Created date	01/07/2011 00:08:13 PM EST
Last Revised by	DYUROWSK
Last revised date	01/07/2011 08:28:52 PM EST

This e-mail notification has been generated by: DYUROWSK
Thank you..



CT Corporation

Service of Process Transmittal

02/01/2011
CT Log Number 517970308

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit, Notice, Attachment
COURT/AGENCY:	Los Angeles County, Superior Court, Central District, CA Case # BC453854
NATURE OF ACTION:	Violation of Song-Beverly Consumer Warranty Act - Rescission and Restitution - Revocation of Acceptance - Violation of the Magnuson-Moss Consumer Warranty Act
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 02/01/2011 at 13:30
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Lawrence J. Hutchens 9047 Flower Street Bellflower, CA 90706 562-804-0600
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796718537350 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OFFICE OF THE GENERAL COUNSEL
11 FEB -3 P3:43
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

1:30pm 2-1-11

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
LH. FORD MOTOR COMPANY, SUNRISE FORD and DOES 1-20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
BALDI BROS, INC.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Superior Court of California
Los Angeles

JAN 27 2011

John A. Clarke, Executive Officer/Clerk
By KLORINA LOPEZ, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE CONTY OF LOS ANGELES
111 North Hill Street, Los Angeles 90012

CASE NUMBER:
(Número del Caso): BC453854

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Lawrence J. Hutchens, 9047 Flower Street, Bellflower, California 90706

DATE: JAN 27 2011
(Fecha)
Clerk, by KLORINA LOPEZ, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☑ CCP 416.10 (corporation)
   ☐ CCP 416.20 (defunct corporation)
   ☐ CCP 416.40 (association or partnership)
   ☐ other *(specify):*
   ☐ CCP 416.60 (minor)
   ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.90 (authorized person)
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

LAWRENCE J. HUTCHENS (SBN 117673)
KALMAN A. HUTCHENS (SBN 270430)
Attorneys at Law
9047 Flower Street
Bellflower, California 90706
(562) 804-0600

Attorneys for Plaintiff
BALDI BROS, INC.

CONFORMED COPY
OF ORIGINAL FILED
Superior Court of California
County of Los Angeles
JAN 27 2011
John A. Clarke, Executive Officer/Clerk
By ROSENA SOPEL Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BALDI BROS, INC., Plaintiff, v. FORD MOTOR COMPANY, SUNRISE FORD; and DOES 1-20 Defendants.	Case No. BC453854 **COMPLAINT FOR DAMAGES BASED ON VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT; RESCISSION AND RESTITUTION; REVOCATION OF ACCEPTANCE; VIOLATION OF THE MAGNUSON-MOSS CONSUMER WARRANTY ACT**

PLAINTIFF BALDI BROS, INC. ALLEGE:

I

Defendant FORD MOTOR COMPANY has its agent for service of process in the City of Los Angeles, County of Los Angeles, State of California.

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II

1. Defendant, FORD MOTOR COMPANY, and DOES 1 to 10 is and at all times herein mentioned was a corporation organized and existing under the laws of the State of California.

2. Defendant, SUNRISE FORD, and DOES 11 to 20 is and at all times herein mentioned was a corporation organized and existing under the laws of the State of California.

FIRST CAUSE OF ACTION - VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT, AGAINST DEFENDANTS, FORD MOTOR COMPANY, SUNRISE FORD AND DOES 1-15.

I

On or about the year 2009, FORD MOTOR COMPANY manufactured the following new motor vehicle: a 2009 Ford F-250, Serial Number 1FTSW21R39EA37060. FORD MOTOR COMPANY manufactured this new motor vehicle for its eventual sale to retail buyers. Defendant FORD MOTOR COMPANY appended to such new motor vehicle an express warranty; undertaking to preserve or maintain the utility or performance of the new motor vehicle by means of a written statement designed to accompany the product, In addition and by operation of law, the implied warranties of merchantability and fitness for a particular purpose accompanied the vehicle.

EA11-003 000025LC

II

On or about January 5, 2009, at Fontana, California, a retail merchant, SUNRISE FORD, sold the subject vehicle to the Plaintiff at retail for the amount of $53,267.47. A true copy of the sales contract between the parties is attached hereto as Exhibit A and made a part hereof by reference.

III

In connection with the sale, Plaintiff received the express warranty of the manufacturer in that the written statement of Defendant, FORD MOTOR COMPANY and DOES 1-10 described above, accompanied the product. In addition and by operation of law, the implied warranties of merchantability and fitness for a particular purpose were provided by Defendants SUNRISE FORD and FORD MOTOR COMPANY and accompanied the sale of the vehicle to Plaintiff.

IV

Plaintiff discovered that said automobile failed to conform to the manufacturer's specifications, in that the 2009 Ford F-250 was defectively manufactured, designed or assembled. Plaintiff thereon attempted to act on Defendants' express and implied warranties, as subject to the requirements of the Song-Beverly Act, under which Defendants FORD MOTOR COMPANY and SUNRISE FORD were required to and did maintain local service and repair facilities.

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V

However, during the warranty period Defendants, FORD MOTOR COMPANY, SUNRISE FORD and DOES 1-20 willfully violated the provisions of the Act and breached the express and implied warranties made to Plaintiff, in that defendants FORD MOTOR COMPANY and SUNRISE FORD failed to conform the vehicle to the express warranty within a reasonable number of attempts or within 30 days. In addition, FORD MOTOR COMPANY and SUNRISE FORD failed to return the consideration paid by Plaintiff, or failed to replace the defective automobile. Plaintiff performed all conditions precedent necessary to require the contractual performance of services by Defendants. Plaintiff gave notification to Defendants during the warranty period, but Defendants, although receiving such notification, failed to replace such automobile or return consideration paid, although Plaintiff persisted in reminding Defendants of their warranty obligation.

VI

Plaintiff was damaged as a result of such willful breach and violation in that Plaintiff is obligated to the lender, under the sales contract, in the amount of $53,267.47.

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EA11-003 000027LC

VII

By reason of Defendants' failure to restore the consideration paid by Plaintiff, Plaintiff has been specifically damaged in the sum of $53,267.47. Pursuant to California Civil Code Section 1794, Plaintiff is entitled to actual damages and a civil penalty for violation of the express warranty which shall not exceed two times the amount of actual damages and reasonable attorney fees according to proof.

SECOND CAUSE OF ACTION: RESCISSION AND RESTITUTION BASED ON BREACH OF EXPRESS AND IMPLIED WARRANTIES AND FAILURE OF CONSIDERATION AGAINST DEFENDANTS SUNRISE FORD, AND DOES 11-20.

I

Plaintiff refers to the First Cause of Action and incorporates it as a part hereof. On or about January 5, 2009, Plaintiff and SUNRISE FORD, entered into a written contract, a copy of which is attached, marked Exhibit A and made a part hereof by reference, by the terms of which Plaintiff was to pay said Defendant the sum of $53,267.47. For this consideration, SUNRISE FORD was to deliver to Plaintiff 2009 Ford F-250 that was safe, operable and fit for its ordinary and particular purpose.

II

On or about January 5, 2009, Plaintiff paid SUNRISE FORD the sum of $53,267.47 as required by the sales contract, and thereafter performed everything required by the contract to be performed by Plaintiff, including monthly payments.

III

Despite numerous demands by Plaintiff to do so, Defendant FORD MOTOR COMPANY has failed and has refused to perform the conditions of their warranties with Plaintiff, in that they have failed to repair the subject vehicle so that it is in a drivable condition even after a reasonable number of attempts at repair.

IV

Plaintiff intends service of Summons of this Complaint to serve as notice of rescission of the aforementioned contract, and will tender the vehicle on condition that Defendants restore to Plaintiff the consideration advanced by Plaintiff in the sum of $53,267.47 Defendants refuse, and continue to refuse to return said consideration or to recognize that said contract has been rescinded.

V

Plaintiff will suffer irreparable and substantial harm if consideration furnished by Plaintiff in the sum of $53,267.47 with interest thereon at the rate of ten percent per annum from January 5, 2009, is not restored.

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EA11-003 000029LC

THIRD CAUSE OF ACTION: REVOCATION OF ACCEPTANCE AGAINST DEFENDANTS SUNRISE FORD, AND DOES 11-20.

I

Plaintiff refers to the First and Second Causes of Action and incorporates it as a part hereof. On or about January 5, 2009, Plaintiff and SUNRISE FORD, entered into a written contract, a copy of which is attached, marked Exhibit A and made a part hereof by reference, by the terms of which Plaintiff was to pay said Defendant the sum of $53,267.47. For this consideration, SUNRISE FORD was to deliver to Plaintiff a 2009 Ford F-250.

II

On or about January 5, 2009, Plaintiff paid SUNRISE FORD, the sum of $53,267.47 as required by the sales contract, and thereafter performed everything required by the contract to be performed by Plaintiff, including monthly payments.

III

Despite numerous demands by Plaintiff to do so, Defendant FORD MOTOR COMPANY has failed and has refused to perform the conditions of their warranties with Plaintiff, in that they have failed to repair the subject vehicle so that it is in a drivable condition even after a reasonable number of attempts at repair.

IV

Plaintiff intends service of Summons of this Complaint to serve as notice that Plaintiff has revoked acceptance of the aforementioned contract, and will tender the vehicle on condition that Defendants restore to Plaintiff the consideration advanced by Plaintiff in the sum of $53,267.47. Defendants refuse, and continue to refuse to return said consideration or to recognize that Plaintiff has revoked acceptance of said contract.

V

Plaintiff will suffer irreparable and substantial harm if consideration furnished by Plaintiff in the sum of $53,267.47 with interest thereon at the rate of ten percent per annum from January 5, 2009, is not restored.

FOURTH CAUSE OF ACTION - VIOLATION OF MAGNUSON-MOSS CONSUMER WARRANTY ACT AGAINST DEFENDANT, FORD MOTOR COMPANY AND DOES 1-10.

I

On or about the year 2009, in the United States, FORD MOTOR COMPANY manufactured the following new motor vehicle: 2009 Ford F-250, Serial Number 1FTSW21R39EA37060. FORD MOTOR COMPANY manufactured this new motor vehicle for its eventual sale to retail buyers. Defendant FORD MOTOR COMPANY appended to such new motor vehicle an express warranty;

EA11-003 000031LC

undertaking to preserve or maintain the utility or performance of the new motor vehicle by means of a written statement designed to accompany the product, a true copy of which is attached hereto as Exhibit A and made a part hereof by reference.

II

On or about January 5, 2009, at Fontana, California, a retail merchant, SUNRISE FORD, an authorized dealer for FORD MOTOR COMPANY sold the subject vehicle to the Plaintiff at retail for the amount of $53,267.47. A true copy of the sales contract between the parties is attached hereto as Exhibit A and made a part hereof.

III

In connection with the sale, Plaintiff received the express warranty of the manufacturer in that the written statement of Defendant, FORD MOTOR COMPANY and DOES 1-10 described above accompanied the product.

IV

On or about January 5, 2009 Plaintiff discovered that said vehicle failed to conform to the manufacturer's specifications, in that the 2009 Ford F-250 was defectively manufactured, designed or assembled. Plaintiff thereon attempted to act on Defendant's express warranty, as subject to the requirements of the Magnuson-Moss Act, under which Defendant FORD MOTOR COMPANY was required to and did maintain local

service and repair facilities.

V

However, during the warranty period Defendant, FORD MOTOR COMPANY and DOES 1-20 willfully violated the provisions of the Magnuson-Moss Act and breached the express warranty made to Plaintiff, in that after over one-hundred days, defendant FORD MOTOR COMPANY failed to conform the vehicle to the express warranty within a reasonable number of attempts or within 30 days. In addition, FORD MOTOR COMPANY failed to return the consideration paid by Plaintiff, or failed to replace the defective vehicle. Plaintiff performed all conditions precedent necessary to require the contractual performance of services by Defendant.

VI

Plaintiff was damaged as a result of such willful breach and violation in that Plaintiff is obligated to Defendant, under the sales contract, in the amount of $53,267.47.

VII

By reason of Defendant FORD MOTOR COMPANY's failure to restore the consideration paid by Plaintiff, Plaintiff has been specifically damaged in the sum of $53,267.47.

EA11-003 000033LC

WHEREFORE, Plaintiff prays judgment on the First Cause of Action as follows;

1. For three times general damages according to proof as provided by California Civil Code beginning at 1794.

2. For general damages according to proof as provided by California Civil Code beginning at 1794 for a willfull violation of the express warranty.

3. For incidental and consequential damages pursuant to Civil Code §1794 (b)(1) and (2) in an amount to be determined by the court.

4. For reasonable attorney's fees as provided by California Civil Code Section 1794.

5. For costs of suit herein.

6. For such other and further relieve as the Court may deem proper.

Plaintiff prays for judgment on the Second Cause of Action as follows:

1. A determination by the Court that said contract has been rescinded and ordering a restitution of the consideration paid by Plaintiff in the sum of $53,267.47 with interest at the rate of ten percent per annum from January 5, 2009.

2. For incidental and consequential damages pursuant to Commercial Code Section 2711 through 2715 according to proof.

3. For reasonable attorney's fees as provided by California Civil Code Section 1717.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

Plaintiff prays for judgment on the Third Cause of Action as follows:

1. A determination by the Court that plaintiff has revoked acceptance of said contract and ordering restitution of the consideration paid by Plaintiff in the sum of $53,267.47 with interest at the rate of ten percent per annum from January 5, 2009.

2. For incidental and consequential damages pursuant to Commercial Code Section 2711 through 2715 according to proof.

3. For reasonable attorney's fees as provided by California Civil Code Section 1717.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

Plaintiff prays for judgment on the Fourth Cause of Action as follows:

1. For general damages according to proof as provided by 15 USCS Section 2310.

2. For incidental and consequential damages according to proof.

3. For reasonable attorneys fees as provided by 15 USCS Section 2310.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

DATED: January 11, 2011

By _____
LAWRENCE J. HUTCHENS
Attorney for Plaintiff

EXHIBIT A

Dealer Number 21G152 Contract Number 228943 R.O.S. Number 22220596 Stock Number P90524

DATE: 01/05/2009 CONTROL # 9EA37060 Salesperson: ROBBY WILLIAMS

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
BALDI BROS. INC. P.O. BOX 560 BEAUMONT CA 92223 RIVERSIDE		SUNRISE FORD 16005 VALLEY BLVD FONTANA, CA 92335

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2009	FORD F250 CREW	12	1FTBW21R39EA37060	☐ personal, family or household ☒ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 7500.00 is
0.00 %	$ 0.00(e)	$ 51967.47	$ 51967.47(e)	$ 59467.47(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
1 Payments	51,967.47	Monthly, Beginning 01/05/2009
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment	N/A	N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
   - A. Cash Price of Motor Vehicle and Accessories $ 48777.22 (A)
     - 1. Cash Price Vehicle $ 48777.22
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) $ N/A (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 3724.50 (I)
   - J. Optional DMV Electronic Filing Fee $ N/A (J)
   - K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
	N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) [redacted] are not r

Buyer [redacted]
Co-Buyer [redacted]
Seller [redacted]

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

Application for Optional Credit Insurance

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

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A
Home Office Address N/A

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

C. Optional Gap Contract (to whom paid) N/A $ N/A (3)
D. Optional Used Vehicle Contract Cancellation Option Agreement $ N/A (7)
E. Other (to whom paid) N/A $ N/A (6)
N/A
for
Total Cash Price (4 through 5) $ 52816.72 (1)
2. Amount Paid to Public Officials
A. Service Fees Estimated $ 317.00 (4)
B. Registration (Transfer/Titling) Fees $ 53.00 (8)
C. California Tire Fees $ N/A (0)
D. Other VEHICLE FEES $ 237.00 (5)
Total Official Fees (A through D) $ 607.00 (2)
3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance, column a + b) $ N/A (3)
4. ☐ Smog Certification or ☐ Exemption Fee Paid to State $ N/A (4)
5. Subtotal (1 through 4) $ 53423.72 (5)
6. Total Downpayment
A. Agreed Upon Value of Vehicle N/A Net N/A $ N/A (A)
Make N/A Odom N/A
Year N/A
B. Less Price Credit or Lease Balance $ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
D. Deferred Downpayment $ N/A (D)
E. Manufacturer's Rebate $ 1000.00 (E)
F. Other N/A $ N/A (F)
G. Cash $ 0.00 (G)
Total Downpayment (D through G) $ 1000.00 (6)
(If box A, enter zero (0) in box 6 and enter the amount less than zero as a positive number on line 7 above)
7. Amount Financed (5 less 6) $ 52423.72 (7)

disability insurance policy in which the premium or profit is $0 and is a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS. (Refer to "Total Disability Not Covered" in your policy for details.)
You want [redacted]
Date Buyer's Signature Age

OPTIONAL GAP CONTRACT A Gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy it and pay the charge shown in item 10 of the Itemization of Amount Financed, See your contract for details on the terms and conditions it provides. It is a part of this contract.
Term N/A Mile(s) N/A
If want to buy [redacted]
Buyer Signs

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following coverage(s) for the term(s) shown below for the charge(s) shown in item 10K, L, M, N, and/or O.
9K Company N/A
Term N/A Mos. or N/A Miles
9L Company N/A
Term N/A Mos. or N/A Miles
9M Company N/A
Term N/A Mos. or N/A Miles
9N Company N/A
Term N/A Mos. or N/A Miles
10 C
Term [redacted]
Buyer

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it.
Buyer Sig [redacted]
Co-Buyer Sig

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT WHEN YOU SIGN IT. 3. YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND IN SOME CASES TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 4. YOU HAVE THE RIGHT TO SELL OR TRADE THE VEHICLE BEFORE YOU HAVE PAID OFF THIS CONTRACT. 5. YOU HAVE THE RIGHT TO REQUIRE THE SELLER TO REPOSSESS AND SELL THE VEHICLE IF YOU DO NOT MAKE THE PAYMENTS AS AGREED. 6. YOU MAY BE REQUIRED TO PAY ALL AMOUNTS DUE IF YOU DEFAULT UNDER THIS CONTRACT. 7. YOU HAVE THE RIGHT TO REQUIRE THE SELLER TO REFUND TO YOU THE UNEARNED PORTION OF THE FINANCE CHARGE IF YOU PREPAY THE BALANCE DUE. 8. YOU HAVE THE RIGHT TO REQUIRE THE SELLER TO REFUND TO YOU THE UNEARNED PORTION OF THE FINANCE CHARGE IF YOU PREPAY THE BALANCE DUE. 9. YOU HAVE THE RIGHT TO REQUIRE THE SELLER TO REFUND TO YOU THE UNEARNED PORTION OF THE FINANCE CHARGE IF YOU PREPAY THE BALANCE DUE.

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO ALSO BORROW FOR THE LOAN AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.
Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Installments of $ N/A $ N/A
from the Loan is shown in item 6D.

AUTO BROKER'S FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale may be subject to a fee received by an autobroker from us unless the following box is checked:
☐ Name of autobroker receiving fee, if applicable:
N/A

[redacted] the provisions of the Seller's Right to Cancel section on page 2 apply.
X
Co-Buyer

SUPERIOR COURT, COUNTY OF LOS ANGELES

NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE

Case Number _____ BC453854

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3©). There is additional information on the reverse side of this for

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Carolyn B. Kuhl	1	534		Hon. Holly E. Kendig	42	416	
	Hon. J. Stephen Czuleger	3	224		Hon. Mel Red Recana	45	529	
	Hon. Luis A. Lavin	13	630		Hon. Debre Katz Weintraub	47	507	
	Hon. Terry A. Green	14	300		Hon. Elizabeth Allen White	48	506	
	Hon. Richard Fruin	15	307		Hon. Deirdre Hill	49	509	
	Hon. Rita Miller	16	306		Hon. John Shepard Wiley Jr.	50	508	
	Hon. Richard E. Rico	17	309		Hon. Abraham Khan	51	511	
	Hon. Rex Heeseman	19	311		Hon. Susan Bryant-Deason	52	510	
	Hon. Kevin C. Brazile	20	310		Hon. John P. Shook	53	513	
	Hon. Zaven V. Sinanian	23	315		Hon. Ernest M. Hiroshige	54	512	
	Hon. Robert L. Hess	24	314		Hon. Malcolm H. Mackey	55	515	
	Hon. Mary Ann Murphy	25	317		Hon. Michael Johnson	56	514	
	Hon. James R. Dunn	26	316		Hon. Ralph W. Dau	57	517	
	Hon. Yvette M. Palazuelos	28	318		Hon. Rolf M. Treu	58	516	
	Hon. John A. Kronstadt	30	400		Hon. David L. Minning	61	632	
	Hon. Alan S. Rosenfield	31	407		Hon. Michael L. Stern	62	600	
	Hon. Mary H. Strobel	32	406		Hon. Kenneth R. Freeman	64	601	
	Hon. Charles F. Palmer	33	409		Hon. Mark Mooney	68	617	
	Hon. Amy D. Hogue	34	408		Hon. Ramona See	69	621	
	Hon. Daniel Buckley	35	411		Hon. Soussan G. Bruguera	71	729	
	Hon. Gregory Alarcon	36	410		Hon. Ruth Ann Kwan	72	731	
	Hon. Joanne O'Donnell	37	413		Hon. Teresa Sanchez-Gordon	74	735	
	Hon. Maureen Duffy-Lewis	38	412		Hon. Willliam F. Fahey	78	730	
	Hon. Michael C. Solner	39	415		**Hon. Emilie H. Elias***	**324**	**CCW**	
	Hon. Michelle R. Rosenblatt	40	414		other			
	Hon. Ronald M. Sohigian	41	417					

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S.Commonwealth Ave., Los Angeles 90005 This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the Outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

By _____, Deputy Clerk

EA11-003 000039LC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (**Civil only**).

What Is ADR:
Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:
In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate
Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate
Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:
In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate
Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate
If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:
In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate
Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:
Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

All Action Details for Issue

Print

VIN: 1FTSW21R39E[redacted] **Year:** 2009 **Model:** F-SERIES SUPER DUTY **Case:** 576240181
Name: [redacted] **Owner Status:** Original **WSD:** 2009-01-05
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: DRP-REPAIR REQUEST **Secondary Phone:**
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** OPEN

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 05539 SUNRISE FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 31000 MI **Comm Type:** MAIL
Analyst Name: FERNANDEZ, LINDA **Analyst:** L-FERN12
Action Date: 01/18/2011 **Action Time:** 16.00.24.328 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05539 SUNRISE FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 31000 MI **Comm Type:** OTHER
Analyst Name: GOFF (DGOFF9),DONNA **Analyst:** DGOFF9
Action Date: 01/20/2011 **Action Time:** 14.18.01.847 **Action Data:** No

Comments 1/20/2011 2:13 PM---DONNA GOFF DISPUTE RESOLUTION SPECIALIST FORD CUSTOMER RELATIONSHIP CENTER866-567-6518 EXT. 7428 (DIRECT) | 866-440-7680 (EFAX)DGOFF9@FORD.COMDRP HAS SENT PROOF TO THE BBB THAT THIS VEHICLE WAS PURCHASED AT A COMMERCIAL/ BUSINESS VEHICLE AND THAT THERE ARE SIGNIFICANTLY MORE THAN 5 VEHICLES REGISTERED TO THIS COMPANY. REQUEST TO CLOSE CASE AS NOT ELIGIBLE

Ford Confidential

Action Detail

VIN: 1FTSW21R39E[redacted]	**Year:** 2009	**Model:** F-SERIES SUPER DUTY	**Case:** 576240181
Name: [redacted]	**Owner Status:** Original	**WSD:** 2009-01-05	
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP		**Primary Phone:** [redacted]	
Reason Desc: DRP-REPAIR REQUEST		**Secondary Phone:**	
Issue Type: 06 BBB AUTO LINE/D	**Issue Status:** OPEN	**Dealer:** SUNRISE FORD	
Origin Desc: BETTER BUSINESS BUREAU		**P & A Code:** 05539	
Action Desc: OPEN - CABBB CASE ELIGIBLE			
Odometer: 31000 MI	**Comm Type:** MAIL		
Action Date: 01/18/2011	**Action Time:** 16:00:24:327	**Action Data:** No	
Analyst Name: FERNANDEZ, LINDA	**Analyst:** L-FERN12		

COMMENTS: OPEN - CABBB CASE ELIGIBLE

Ford Confidential

Action Detail

VIN: 1FTSW21R39E[redacted] **Year:** 2009 **Model:** F-SERIES SUPER DUTY **Case:** 576240181
Name: [redacted] **Owner Status:** Original **WSD:** 2009-01-05
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: DRP-REPAIR REQUEST **Secondary Phone:**
Issue Type: 06 BBB AUTO LINE/D **Issue Status:** OPEN **Dealer:** SUNRISE FORD
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM **P & A Code:** 05539
Action Desc: DOCUMENT ADDITIONAL INFORMATION
Odometer: 31000 **MI** **Comm Type:** OTHER
Action Date: 01/20/2011 **Action Time:** 14:18:01:847 **Action Data:** No
Analyst Name: GOFF (DGOFF9),DONNA **Analyst:** DGOFF9

COMMENTS: 1/20/2011 2:13 PM---DONNA GOFF DISPUTE RESOLUTION SPECIALIST FORD CUSTOMER RELATIONSHIP CENTER866-567-6518 EXT. 7428 (DIRECT) | 866-440-7680 (EFAX)DGOFF9@FORD.COMDRP HAS SENT PROOF TO THE BBB THAT THIS VEHICLE WAS PURCHASED AT A COMMERCIAL/ BUSINESS VEHICLE AND THAT THERE ARE SIGNIFICANTLY MORE THAN 5 VEHICLES REGISTERED TO THIS COMPANY. REQUEST TO CLOSE CASE AS NOT ELIGIBLE

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	AHTBW012 NHL			**Received:**	08/20/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F250 4X4,CRW CAB,PICKUP ,1FTSW21R39E[redacted]			**Build Date:**	12/08/2008
Odometer :	28,556 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 00712 Capistrano Ford			**Phone#:**	(949) 240-7000
City:	San Juan Capistr	**State:**	California	**Country :**	USA

Originator: CHRIS HANSEN
Symptom: 6 08 4 93 DRVABL,RUNS ROUGH,AT IDLE,ALL ENGINE TEMP
Status:
VFG: V40 GOOD IDLE QUALITY
Additional Symptom: INJ REQ 2,3,5
Fix: **Causal Component :**
Condition Code:

Hotliner: MMILL368 **Phone:** 000 000-0000 **Regn Cd:** W1 Los Angeles
Engineering: **Phone:** **TAR:**
Dlr Contact: CHRIS HANSEN **Phone:** 951 442-3999 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 08/20/2010 03:03PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE PLEASE DESCRIBE CUSTOMERS CONCERN: RUNS ROUGH VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:INJECTORS 2,3,5 ARE NOT CONTRIBUITING,,POWER BALANCE SHOWS LOW CONTR,,FUEL TRIMS ARE -25 ON ALL INJ QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER:2,3,5 ARE -45 AND ALL OTHER ARE ON BASE OR -5 TO 5 QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER:ZERO DIFFERENCE IN ANY CYLINDERS,,,ALL IN THE GREEN QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:GOOD QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:6 PSI ON LOW,,,NO AIR IN SYSTEM,,,BLEED FUEL SYSTEM JUST TO BE SURE AND NO CHANGE IN INJECTOR READINGS,, QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:NO AIR AND WE BLEED SYSTEM JUST IN CASE QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:FUEL FILTERS ARE GOOD,,PERFORMED DEBRIS CHECK PER WSM AND USED COFFE FILTER AND NO DEBRIS FOUND QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:NO QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER:2,3,5 ARE -25 AND ALL OTHER INJ ARE 0 TO 5 QUESTION: WAS DTC P2269 PRESENT ON ARRIVAL OR DURING TESTING? ANSWER:NO QUESTION: IS THERE ANY EVIDENCE OF RUST

IN THE SECONDARY FUEL FILTER HOUSING WITH THE FUEL FILTER REMOVED? ANSWER:NO PARTS REQUESTED: 3 INJECTOR(S) USE SECONDARY P&A CODE: 00712

---------- CONTACT ID:514404728 P&A CODE: 00712 DEALER NAME: CAPISTRANO FORD TECH NAME: CHRIS HANSEN TITLE: T - TECHNICIAN CONTACT DATE: 8/20/2010 2:43:06 PM EMAIL: RO#: 480845 RO DATE: 08/19/2010 RO LINE #: 2 DEALER PHONE: 951-442-3999 VIN: 1FTSW21R39EA37060 VEHICLE: 2009 F-SERIES F-250 CREW CAB 4X4 ODOMETER: 28556 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 01/05/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 000987 ENGINE BUILD DATE: 12/01/2008

RECOMM 08/20/2010 03:03PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE

CHRIS, WITH THE 6.4L, ITS NOT VERY COMMON TO HAVE MULTIPLE INJECTOR ISSUES WITH OUT AN UNDERLYING CAUSE. PLEASE VERIFY WHEN DEBRIS CHECK WAS PERFORMED PER STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED, THAT IT WAS CHECKED ON THE HIGH PRESSURE SIDE OF THE FUEL SYSTEM, AT THE #1 AND #2 INJECTOR LINES. WE HAVE ALSO FOUND THAT THE SINCE THE DEBRIS IS LIKE A VERY FINE POWDERY GLITTER, THAT IT CAN BE DIFFICULT TO SEE WHILE THE COFFEE FILTER IS WET. USING A BRIGHT LIGHT SOURCE LIKE A FLASH LIGHT CAN HELP AS WELL. ALSO, PLEASE REVISIT THE POWER BALANCE TEST AND SHORT TERM FUEL TRIMS (STFT), AS COMPARING THE 2, THEY ARE NOT CORRELATING WITH EACH OTHER.

REPAIR 08/20/2010 04:31PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE

TECHNICIAN: I AGREE,,WE HAVE DONE VERY FEW 6.4 INJECTORS HERE,,,THE DEBRIS CHECK WAS DONE AT 2,3,5 AND NOW 1,2 INJ LINES,,COFFEE FILTER IS DRY AND NO DEBRIS IS NOTED,,WE INEVERTED THE BAD INJECTORS AND CYLED THE KEY AND THEY ARE SLOWLY STARTING TO DRIP,,THE INJECTOR LINES HAVE ALREADY BEEN REMOVED,,,DO U WANT ME TO REASSEMBLE TRUCK AGAIN IN ORDER TO PERFORM POWER BALANCE TESTING AGAIN

RECOMM 08/20/2010 04:31PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE

CHRIS, THE PART THAT DOES NOT CORRELATE BETWEEN THE POWER BALANCE AND THE STFT ARE THEY ARE BOTH SHOWING HIGH NEGATIVE NUMBERS FOR THE SUSPECT CYLINDERS. THE -45 FOR THE POWER BALANCE INDICATES THAT THE CYLINDER IS UNDER POWERED EITHER DUE TO COMPRESSION OR RESTRICTED INJECTORS. WHEN THE CYLINDER IS WEEK, THE STFT WILL GO TO A HIGH POSITIVE SIDE AS THE PCM TRIES TO ADD MORE FUEL TO THE CYLINDER TO INCREASE THE POWER..... BASED ON THE INFORMATION PROVIDED, WITH 3 INJECTORS HAVING ISSUES, MOST LIKELY THERE IS OR WAS A DEBRIS ISSUES THAT IS UNDETECTABLE AT THIS TIME. TO RESOLVE THIS, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM TARGET=_BLANK>FUEL INJECTORS AND HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM TARGET=_BLANK>HP PUMP. IN ADDITION, IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM TARGET=_BLANK>LP FUEL SYSTEM BLEED AND THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. PAASS

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Requester: MMACKIN1
Report Summary
Server: ECCWS686

Ford Proprietary, Private

4-Feb-2011
Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details | Attachments: 0

Report# :	AIODX011 NHL			**Received:**	09/15/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F250 4X4,CRW CAB,PICKUP ,1FTSW21R39E[redacted]			**Build Date:**	12/08/2008
Odometer :	28,650 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 00712 Capistrano Ford			**Phone#:**	(949) 240-7000
City:	San Juan Capistr	**State:**	California	**Country :**	USA

Originator: CHRIS HANSEN
Symptom: 4 03 4 06 ENGINE,EXHAUST SYSTEM,VISUAL SMOKE,BLACK
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional Symptom: BLACK SMOKE ON ACCEL
Fix: **Causal Component :**
Condition Code:

Hotliner: CBISHO41 **Phone:** 313 317-9359 **Regn Cd:** W1 Los Angeles
Engineering: **Phone:** **TAR:**
Dlr Contact: CHRIS HANSEN **Phone:** 951 442-3999 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 09/15/2010 02:48PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES THERE IS SOME BLACK SMOKE NOTED AND LIGHT ACCEL DIAGNOSTICS: NO DTC,,MANUAL REGEN SHOWS ITS REGENERATED,,FUEL IS GOOD,,OIL AND OIL LEVELS ARE GOOD,NO OIL IN INNERCOOLER PARTS REPLACED:: NOT FOR THIS TECH QUESTION: THERE IS SOME BLACK SOOT AROUND TAIL PIPES,,,GOOD POWER,,WE DO GET SOME LIGHT SMOKE THAT IS BLACK IN COLOR UNDER LIGHT ACCEL,,,WHAT SHOULD BE LOOKING FOR,,,PUT LATEST CALIBRATION IN TRUCK,,, PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. BODY CONVERSION: PERSONAL

RECOMM **09/15/2010 02:48PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE**
A CRACKED DPF COULD CAUSE BLACK SMOKE, PARTICULARLY ON ACCELERATION. PLEASE CHECK FOR ANY AFTERMARKET INTAKE OR EXHAUST SYSTEM COMPONENTS INSTALLED. PARTICULARLY IF AN AFTERMARKET AIR CLEANER IS INSTALLED, THIS SHOULD BE REPLACED WITH A STOCK SYSTEM BEFORE FURTHER DIAGNOSIS IS ATTEMPTED. ALSO CHECK MAP, BARO, AND EBP TO MAKE SURE THEY ARE ALL WITHIN 1.5 PSI OF EACH OTHER KOEO.

AS A TEST RUN A WIRE
THROUGH THE EBP TUBE TO MAKE SURE IT IS CLEAR. ALSO CHECK THE OIL LEVEL, IF OVER FULL PULL THE LOWER CHARGE AIR COOLER HOSE TO MAKE SURE NO OIL IS BEING INGESTED INTO THE ENGINE. IF THE SMOKE PERSISTS AND THE EGR SYSTEM IS FOUND TO BE OPERATING PROPERLY, THEN THE DPF MAY BE CRACKED. IN THIS CASE REPLACE THE DPF, AND INSPECT THE DOC FOR ANY DAMAGE. REPLACE THE DOC ONLY IF IT IS PHYSICALLY DAMAGED. RESET THE DPF LIFE MONITOR WITH IDS, THEN RETEST FOR NORMAL OPERATION. PLEASE NOTE THAT REGEN MAY OCCUR EVEN SHORTLY AFTER DPF REPLACEMENT; THIS IS CONSIDERED NORMAL.

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Requester: MMACKIN1 4-Feb-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686

BBB AUTO LINE

January 26, 2011

DONNA GOFF
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1110615 Baldi vs Ford Motor Corporation 1FTSW21R39E[redacted]

Dear Madam/Sir:

This case has been closed.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

January 26, 2011

[redacted]
BELLFLOWER CA [redacted]

Re: FRD1110615[redacted] vs Ford Motor Corporation 1FTSW21R39E[redacted]

Dear [redacted]:

We have received your *Customer Claim Form* and supporting documentation concerning your complaint against the manufacturer of your automobile.

After careful review of your case, we have determined that your complaint is not within the jurisdiction of the BBB AUTO LINE program. We have made this determination for the following reasons:

Per rules of HOW BBB AUTO LINE WORKS Booklet: Disputes must involve a vehicle that has a gross vehicle weight under 10,000 pounds and be bought or used primarily for business purposes by any person or business to which not more than five motor vehicles are registered in California.

Please refer to the booklet How BBB AUTO LINE Works for further explanation of jurisdictional requirements.

If you disagree with this finding, you may appeal it by sending us a written statement indicating why you think your claim is within the jurisdiction of the BBB AUTO LINE program. This statement must be mailed to the following address within 30 days from the date of this letter:

BBB AUTO LINE
4200 Wilson Blvd
Suite 800
Arlington, VA 22203

If you choose to appeal, a BBB AUTO LINE arbitrator will review your Customer Claim Form, your appeal letter, this Out of Jurisdiction Notice, and the Arbitration Rules. The arbitrator will then make a decision as to whether your allegations are within the jurisdiction of BBB AUTO LINE arbitration. If this review determines that you may proceed to arbitration, your complaint will proceed to a hearing before a different arbitrator in accordance with the BBB AUTO LINE Rules for Arbitration.

Please note that the arbitrator ruling on your appeal will only decide

whether your claim may be heard in arbitration. Even if this arbitrator decides that your claim is within the program's jurisdiction, the arbitrator who presides over your hearing will examine all the facts in your case and may decide that the evidence presented at the hearing does not establish that the claim is within the jurisdiction of BBB AUTO LINE or that any award should be made in your case.

If you require further assistance to discuss your vehicle service concerns, Ford asks that you speak to the dealership Service Manager or contact the Ford Customer Relationship Center to clarify their policy and procedures. The Ford CRC contact information is:

www.ford.com "Contact Us"

1-800-392-3673 (Ford or Mercury Brand Vehicle owners)
1-800-521-4140 (Lincoln Brand Vehicle owners)

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48121

Thank you for bringing your complaint to our attention.

Sincerely,

Linda Fernandez at Extension 202

BBB AUTO LINE

January 26, 2011
Re:carem FRD1110615: [redacted] vs Ford Motor Corporation
1FTSW21R39E[redacted]

DONNA GOFF
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Dear Madam/Sir:

It is important that both parties provide information to the arbitrator supporting their respective positions. The BBB follows up with the customer and you to obtain your position. Please return your California Manufacturer Response Form (CAMRF) explaining the basis for the position you are taking on the case and summarizing what action you believe is appropriate for the arbitrator to make based on the facts of the case.

In addition to your arbitration position/CAMRF, please provide any other support documentation (i.e. technical service bulletins, work orders, purchase invoices, etc.) you want the arbitrator to review at the arbitration hearing. It is essential both parties submit information in sufficient time for the BBB to share the documents with the other party so each of you is given adequate time to review the other party's documents and prepare your case.

As of the date of this letter, we have yet to receive your position and support documentation. Please make sure we have your documents no later than five business days after the date of this letter.

Please contact me if you have any questions or if I may be of help.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

January 19, 2011

DONNA GOFF
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1110615 [redacted] vs Ford Motor Corporation 1FTSW21R39E[redacted]

Dear Madam/Sir:

The customer named above has submitted all required information to open a claim, and his/her case is officially opened in the BBB AUTO LINE program. Enclosed you will find a *Customer Claim Form*, a *Manufacturer's Response Form (MRF)*, and any supporting documentation provided by the customer.

Please review the customer's claim. We will contact you within seven days to discuss possible settlement of the claim. If you resolve the dispute, or if you would like our help sooner, please contact me.

Please send us:

a) Your position in this dispute in writing on the attached *MRF*
b) Copies of any documents relevant to this dispute, including the following:
   - Technical service bulletins (if any)
   - Recall notices (if any)
   - Vehicle repair records; and
   - Purchase/lease contracts with respect to this vehicle.

Please complete the *MRF* and fax it to me at 703.247.9700 no later than seven days from the date of this letter.

Your position on the *MRF* and any documents that you attach will be sent to the consumer and arbitrator prior to the hearing.

Thank you for your active participation in the BBB AUTO LINE program. You may call me at 800.334.2406 (see the extension listed below) if you have any questions.

Sincerely,

Linda Fernandez at Extension 202

Ford Motor Corporation

MANUFACTURER RESPONSE FORM
(CALIFORNIA ARBITRATION POSITION STATEMENT)

Case Number: FRD1110615 Vehicle: 2009 F-250 Truck

Customer Name: [redacted] VIN: 1FTSW21R39E[redacted]

Probable Hearing Location: Placentia

Manufacturer's Position:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Documentation Provided (please check):

☐ Technical Service Bulletin(s)
☐ Recall Notice(s)
☐ Vehicle Repair Records
☐ Purchase/Lease documentation
☐ Other: _____

The manufacturer's position and documentation will be furnished to the customer and the arbitrator prior to a hearing in this case.

I will participate in a hearing ☐ By phone ☐ In person ☐ In writing

Form completed by: _____ Date:___/___/___

Future Contact: _____

Phone: _____ Fax: _____

Please return this form as soon as possible to: BBB AUTO LINE

Fax: 703.247.9700

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Customer Number: 121000 Invoice No: 622888

INVOICE

PAGE 1

RACEWAY FORD, Inc.
5900 SYCAMORE CANYON BLVD.
RIVERSIDE, CALIFORNIA 92507 * (951) 784-1000
FAX (951) 248-6447 * (800) 891-FORD(3673)
BAR REG# ARD00146199 EPA # CAR000003327

[redacted]
BEAUMONT, CA [redacted]
Home: Bus: [redacted]
Email:

SERVICE ADVISOR: 7171 ANTHONY BRADLEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN: OUT	TAG
OXFORD WHI	09	FORD F250	1FTSW21[redacted]	[redacted]	25396 25396	T4971

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JAN09	08DEC08	05JAN2012	WAIT 29APR10	1		CASH	29APR10

R.O. OPENED	READY	OPTIONS: W:COMPIN ENG:6.4L TC DIESEL V8 TRN:TORQSHIFT AX:3S
10:05 29APR10	11:29 29APR10	

LINE OPCODE TECH TYPE HOURS					LIST	NET	TOTAL
A CUSTOMER STATES THE CHECK ENGINE LIGHT COMES ON AND STAYS ON AND THERE IS BLACK SMOKE FROM THE EXHAUST CHECK ADVISE OF CONCERN							
CAUSE: .							
1000 HEAVY LINE							
	9273	CP				0.00	0.00
PARTS: 0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:		0.00
,,,,25396 SCAN TESTED THE VEHICLE FUALT TRACED CODE TO FAILED REGEN							
,,,,CYCLE, PERFORMED REGEN CYCLE WENT THRU NO PROBLEM, CLEARED CODES							
,,,,RECHECK CYCLE OK AT THIS TIME							
**********							
B MULTI POINT INSPECTION							
99P MULTI POINT INSPECTION							
	9273	CP				0.00	0.00
GBATT GBATT							
	9273	CP				0.00	0.00
GTIRE TIRE CONDITION CHECK AND ARE OK							
	9273	CP				0.00	0.00
GBK BRAKES CHECKED AND ARE OK							
	9273	CP				0.00	0.00
PARTS: 0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:		0.00
**********							

EST: 0.01 29APR10 10:05 SA: 7171

CLOSED 4-29-10 LB

149

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS, NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN MONDAY THRU FRIDAY 7:00 A.M. TO 6:00 P.M. SATURDAY 8:00 A.M. TO 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

CUSTOMER SIGNATURE

X

NOTICE TO CONSUMER.

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer

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

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

Customer Copy

Bar Reg. #AD146199

RACEWAY FORD

REQUEST FOR SERVICE

Rental Department On Site!

YOUR SERVICE ADIVISOR IS: _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

VIN#. [ ]

MILEAGE _____ LIC. # _____

TYPE OF TRANS. A M A/C or NON A/C #CYL _____

HOME PH. ( ) _____ BUS. PH. ( ) _____

TAG NO. _____ COLOR _____

YEAR _____ MAKE _____ MODEL _____

QC CUSTOMER ☐

WARNING: Engine exhaust, some of its constituents, and certain vehicle components contain or emit chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. In addition, certain fluids contained in vehicles and certain products of component wear contain or emit chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

CUSTOMER CONCERNS

1. _____

2. _____

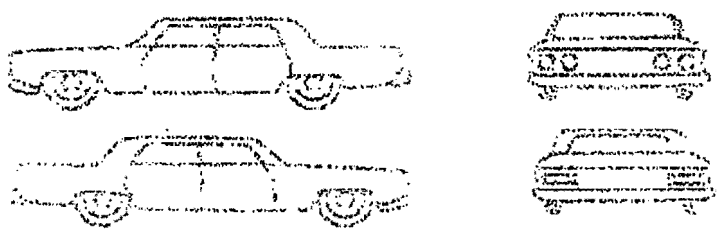
3. _____

HAVE YOU BEEN [illegible] THIS CONCERN BEFORE [illegible]

[illegible]

[illegible]

THIS DOCUMENT LIMITS OUR LIABILITY READ IT



[illegible]

[illegible]

DATE _____ TIME [illegible]

REQUESTED PRODUCTIVE _____

[illegible]

Service Department [illegible]

Customer Number: 121000 Invoice No: 624438

INVOICE

RACEWAY FORD, Inc.
[redacted]
RIVERSIDE, CALIFORNIA 92507 * (951) 784-1000
FAX (951) 248-6447 * (800) 891-FORD(3673)
BAR REG# ARD00146199 EPA # CAR000003327

[redacted]
BEAUMONT, CA [redacted]
Home: Bus: [redacted]
Email:

SERVICE ADVISOR: 6044 RICHARD WILLIAMS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
OXFORD WHI	09	FORD F250	1FTSW[redacted]	[redacted]	27031 27031	T1782

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JAN09	08DEC08	05JAN2012	WAIT 16JUN10	1		CASH	16JUN10

R.O. OPENED	READY	OPTIONS: W-COMP:X ENG:6.4L_TC_DIESEL_V8 TRN:TORQSHIFT AXL:3J
07:56 16JUN10	09:49 16JUN10	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES BLOWING BLACK SMOKE OUT TAILPIPE
CAUSE: VERIFY LIGHT BLACK SMOKE ON HARD ACCEL CHECK ALL FLUIDS AND AIR FILTER ALL GOOD OIL LEVEL NORMAL CONNECTED IDS NO DTC PRESENT UPDATED PCM
1000 HEAVY LINE
2903 WS94 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2903
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

,,,,27031 0.00 VERIFY LIGHT BLACK SMOKE ON HARD ACCEL CHECK ALL FLUIDS
,,,,AND AIR FILTER ALL GOOD OIL LEVEL NORMAL CONNECTED IDS NO DTC PRESENT
,,,,UPDATED PCM CALIBRATION 8C3A/12A650/EBG , PERFORMED A MANUEL
,,,,REGENERATION TEST PASS ,PERFORMED POWER BALANCE TEST PASS NO INJECTOR
,,,,DROPPING ROAD TESTED VEHICLE MGP 27.LBS VERIFY NORMAL SMOKE OUT TAIL
,,,,PIPE NOTE TIRE LIGHT ON
****

B MULTI POINT INSPECTION
99P MULTI POINT INSPECTION
2903 CP 0.00 0.00
GBATT GBATT
2903 CP 0.00 0.00
GTIRE TIRE CONDITION CHECK AND ARE OK
2903 CP 0.00 0.00
GBK BRAKES CHECKED AND ARE OK
2903 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

,,,,27031 GBATT/GTIRES/GBRAKES TIRES LIGHT ON ALL TIRES AT 45PSI REC
,,,,WIPER BLADE
****

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THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

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MONDAY THRU FRIDAY
7:00 A.M. TO 8:00 P.M.
SATURDAY
8:00 A.M. TO 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

CUSTOMER SIGNATURE

X

NOTICE TO CONSUMER:
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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES/ADJ.	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

Customer Copy

33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

SERVICE OPEN TILL MIDNIGHT

CELL: 949-297-847

CUSTOMER NO.	ADVISOR	R.O. NO.	INVOICE DATE	INVOICE NO.
123597	BRIAN HEUSSER 1457	6890	09/20/10	FOCP480845
DC [redacted]	LABOR RATE [redacted]	MILEAGE 28,556	COLOR /	STOCK NO.
MISSION VIEJO, CA [redacted]	YEAR / NAME / MODEL 09/FORD TRUCK/SUPER DUTY F250/CREW C		DELIVERY DATE	DELIVERY MILES
NNG@A.COM	VEHICLE I.D. NO. 1FTSW21R39E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted] BUSINESS PHONE	S.T.E. NO. SREA 101 145138	P.O. NO.	R.O. DATE 08/19/10	
	COMMENTS			

LABOR				
J# 1 40FOZ	DIESEL ENGINE	TECH(S):1454	WARRANTY	
	CUSTOMER STATES VEHICLE HAS CHECK ENGINE LIGHT ILLUMINATED. CHECK AND ADVISE			
	VERIFY CHECK ENGINE LIGHT, EOC P2002E, STOCK AIR BOX, TRUCK WILL NOT REGEN, INSPECT DPF, SMALL INTERNAL CRACK, R/R DPF			
	REGEN IS COMPLETE			
	SEE LINE 02			
J# 2 40FOZ1	DIESEL ENG DIAGNOSIS	TECH(S):1454	WARRANTY	
	CUSTOMER STATES VEHICLE RUNS ROUGH AND BLOWS BLACK SMOKE. CHECK AND ADVISE			
	VERIFY RUNS ROUGH, EOC NO DTC, REFLASH PCM, FUEL PRESS 6 PSI PASS, R&R BAL # 3,5 & 7 INK.VERY LOW CONTRIBUTION, NO DEBRIS IN FUEL SYS, CONT TECHLINE ADV, R&R ENTIRE FUEL SYS, R&R ALL 8 INK, R&R HIGH PRESS, R&R FUEL COOLER, R&R SECONDARY FUEL F LTER HSNG, R&R FUEL INJ RAILS, R&R LOW VOL FUEL PUMP ASSY, D AIN & CLEAN FUEL TANK, 200K NORMAL BLEED HIGH-LOW FUEL SYS, L F DUE TO FUEL IN OIL, CLEAN CAC & INTERCOOLERS, TRUCK WILL N T REGEN INSP DPF SMALL INTERNAL CRACK, R&R DPF, REGEN COMPLE			
J# 3 60FOZINSPECTION	MULTI POINT 99P	TECH(S):1454	0.00	
	PERFORM MULTI POINT QUALITY CARE INSPECTION 99P			
	SEE MULTI-POINT INSPECTION ATTACHMENT			
	26 POINT QUALITY CARE INSPECTION A11			
J# 4 19FOZFREEWASH	FREE CAR WASH	TECH(S):11	0.00	
	PERFORM COMPLIMENTARY CAR WASH PLEASE ALLOW 30 MIN FOR THIS FREE SERVICE			
J# 5+50FOZGBATT	BATTERY OK	TECH(S):11	0.00	
	YOUR BATTERY CHECKED OK AT THIS TIME			
J# 6+50FOZGBK	BRAKE CHECK OK	TECH(S):11	0.00	
	BRAKES CHECKED AND OK AT THIS TIME			
J# 7+50FOZGTIRE	TIRES OK	TECH(S):11	0.00	
	TIRES CHECKED AND OK AT THIS TIME			
		TOTAL - LABOR	0.00	

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE-	
JOB # 2	4	8C3Z-9E527-A	KIT - FUEL INJ		WARRANTY
JOB # 2	1	FL-2016	KIT - ELEMENT		WARRANTY
JOB # 2	1	3C3Z-6734-AA	GASKET		WARRANTY
JOB # 2	3	XO-15W40-5QSD	OIL - ENGINE		WARRANTY
JOB # 2	4	8C3Z-9E527-A	KIT - FUEL INJ		WARRANTY
		HERE IN BACK			
JOB # 2	1	8C3Z-9A543-B	PUMP ASY - FUE		WARRANTY
		I N BACK BY MIGUEL			
JOB # 2	1	8C3Z-9G806-B	COVER - FUEL P		WARRANTY
JOB # 2	1	8C3Z-9T287-BA	MANIFOLD ASY -		WARRANTY
JOB # 2	1	8C3Z-9T287-AA	MANIFOLD ASY -		WARRANTY
JOB # 2	1	8C3Z-9N103-B	COOLER ASY - F		WARRANTY
JOB # 2	1	8C3Z-9C166-A	COVER		WARRANTY

33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

BAR # ARD179571
EPA # CA0000681669

ABSOLUTELY NO CARS RELEASED AFTER SERVICE HOURS.

TERMS: CASH. WE DO ACCEPT THE FOLLOWING:

WE RESERVE THE RIGHT TO REFUSE ANY PERSONAL CHECK

RENTAL CARS AVAILABLE

PREFERRED RATES FOR OUR SERVICE CUSTOMERS

FREE SHUTTLE SERVICE

IMPORTANT! REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE.

"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary."

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

OCT.29.2010 3:13PM CAP FORD BUS OFFICE NO.365 P.2

33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

SERVICE OPEN TILL MIDNIGHT

CELL: 949-297-8477

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
123597	BRIAN HEUSSER 1457	6890	09/20/10	FOCP480845

[redacted]
MISSION VIEJO, CA[redacted]
WNG@A.COM

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	28,556	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
09/FORD TRUCK/SUPER DUTY F250/CREW C		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T S W 2 1 R 3 9 E[redacted]		

F.T.E. NO.	B.O.	R.O. DATE
SREA 101 145138		08/19/10

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE-	
JOB # 2	1	8C3Z-9G282-A 8-26 MDI 2RUN	PUMP ASY - FUE		WARRANTY
JOB # 2	12	-W718132-S439K	BOLT		WARRANTY
JOB # 2	1	9C3Z-5H221-B	FILTER ASY - D		WARRANTY
JOB # 2	1	8C3Z-5J213-D	SENSOR - EXHAU		WARRANTY
JOB # 2	-8	8C3Z-9E527-A	CORE RETURN		WARRANTY
JOB # 2	-1	8C3Z-9A543-B	CORE RETURN		WARRANTY
				TOTAL - PARTS	0.00

MISC	CODE	DESCRIPTION	CONTROL NO.	
JOB # 2	PC	PARTS POLICY AJUST CREDIT		WARRANTY
			TOTAL - MISC	0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS
PART# 8C3Z 9G805 B ON BACK ORDER. OFF BACK ORDER ETS 09-30-10

TECHNICIAN CERTIFICATION
11 RICHARD B. RADER 03412

TOTALS

"I acknowledge notice and oral approval of an increase in the original estimate.

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

DUPLICATE INVOICE

33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

BAR # ARD176571
EPA # CA0000981969

ABSOLUTELY NO CARS RELEASED AFTER SERVICE HOURS.

TERMS: CASH. WE DO ACCEPT THE FOLLOWING:

WE RESERVE THE RIGHT TO REFUSE ANY PERSONAL CHECK

RENTAL CARS AVAILABLE
PREFERRED RATES FOR OUR SERVICE CUSTOMERS
FREE SHUTTLE SERVICE

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ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

33948 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

SERVICE OPEN TILL MIDNIGHT

CELL: 951-845-7953

CUSTOMER NO.	ADVISOR	TAG #	INVOICE DATE	INVOICE NO.
134952	BRIAN HEUSSER 1457	1799	11/24/10	FOCS487392
[redacted] BEAUMONT, CA [redacted]	LABOR RATE [redacted]	MILEAGE 30,414	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 09/FORD TRUCK/SUPER DUTY F250/CREW C		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. 1FTSW21R39E[redacted]		BRAKE COLOR NO.	PRODUCTION DATE
[redacted]	P.O. NO. [redacted]		R.O. DATE 11/22/10	

COMMENTS

OPER CODE
CUSTOMER STATES VEHICLE BLOWS BLACK SMOKE. STATES CONCERN IS
STILL PRESENT FROM LAST VISIT ON RO 480845 ON 8/19/09 AT
28556 MILES. CHECK AND ADVISE
NO DTC. NO BLACK SMOKE. NO EDT. TEST DRIVE OK

OPER CODE
CUSTOMER STATES VEHICLE DOES NOT GO INTO REGEN MODE. CHECK
AND ADVISE
TRUCK WAS CLEANING EXH FILTER WHILE ON TEST DRIVE.
TESTED OK AT THIS TIME.

OPER CODE
CUSTOMER STATES STEERING STEERING WHEEL IS NOT CENTERED
AFTER LAST VISIT ON RO 480845. CHECK AND ADVISE.
VEHICLE DOES NOT SELF CENTER AFTER TURNING.
STEERING WHEEL WAS NOT REMOVED DURING LAST REPAIR.
THE INTERMEDIATE STEERING SHAFT WAS ONLY COMPONENT
DISCONNECTED AT LAST VISIT. ONLY GOES ON IN ONE LOCATION.
NOT ADJUSTABLE. TRUCK HAS EXTENSIVE LIFT MODIFICATIONS.
STEERING GEOMETRY HAS BEEN ALTERED BY CUSTOMER. NO STEERING
WHEEL RETURNABILITY. VERY POOR STEERING. TRUCK WANDERS.
TRUCK EXCEEDS CALIFORNIA LEGAL LIMITS.

OPER CODE INSPECTION
PERFORM MULTI POINT QUALITY CARE INSPECTION 99P
FRONT PSI 65 REAR PSI 65 TECH 1454
SEE MULTI-POINT INSPECTION FOR DETAILS
SEE ABOVE FOR TIRE PRESSURE SETTINGS
25-POINT QUALITY CARE INSPECTION ATT

OPER CODE CARWASH
PERFORM COMPLIMENTARY CAR WASH PLEASE ALLOW 30 MIN
FOR THIS FREE SERVICE

TOTAL LABOR 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF 0.00 (+TAX)

COMMENTS
CALLED TWICE. LEFT MESSAGE ON 11-23

TECHNICIAN CERTIFICATION
11 RICHARD B. RADER 0342

Capistrano Ford
33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

BAR # ARD179571
EPA # CA0000981969

ABSOLUTELY NO CARS RELEASED AFTER SERVICE HOURS.

TERMS: CASH. WE DO ACCEPT THE FOLLOWING:

WE RESERVE THE RIGHT TO REFUSE ANY PERSONAL CHECK

RENTAL CARS AVAILABLE
PREFERRED RATES FOR OUR SERVICE CUSTOMERS
FREE SHUTTLE SERVICE

IMPORTANT: REMOVE ALL PERSONAL PROPERTY AND VALUABLES FROM YOUR VEHICLE. WE DO NOT ASSUME RESPONSIBILITY FOR LOSS OR DAMAGE FOR ARTICLES LEFT IN YOUR VEHICLE

"By law, you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary."

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

CHECK HORN SOURCE 800-533-2076 REV 10-14

Capistrano Ford

33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

SERVICE OPEN TILL MIDNIGHT

CELL: 951-845-7953

CUSTOMER NO. 134952	ADVISOR BRIAN HEUSSER 1457	TAG NO. 1799	INVOICE DATE 11/24/10	INVOICE NO. FOCS487392
[redacted] BEAUMONT, CA [redacted]	LABOR RATE [redacted]	MILEAGE 30,414	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 09/FORD TRUCK/SUPER DUTY F250/CREW C		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 F T S W 2 1 R 3 9 E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.E.B. NO.	P.O. NO.	R.O. DATE 11/22/10	
	COMMENTS			

TOTALS

"I acknowledge notice and oral approval of an increase in the original estimate.

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

Capistrano Ford

33949 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675-4008
(949) 240-7000
www.capistranoford.com
Service Hotline (949)240-1250

BAR # ARD179571

EPA # CA0000981969

ABSOLUTELY NO CARS RELEASED AFTER SERVICE HOURS.

TERMS: CASH. WE DO ACCEPT THE FOLLOWING

WE RESERVE THE RIGHT TO REFUSE ANY PERSONAL CHECK

RENTAL CARS AVAILABLE

PREFERRED RATES FOR OUR SERVICE CUSTOMERS

FREE SHUTTLE SERVICE

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ENCUA FORM SOURCE 800-359-3678 RH-LSI-14

GENUINE PARTS & SERVICE

Genuine Ford ESP ☐ Yes ☐ No

Owner Advantage Member #: _____ Rewards* Service Balance: _____

Multi-Point Inspection Report Card as Recommended by Ford Motor Company

Today's Date: _____ RO/tag: _____ State Inspec. Month: _____

Name: _____ Make/Model/Year: _____ Mileage: _____

E-Mail Address: _____ VIN #: _____ Plate #: _____

SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT

DUE		SERVICED	DUE		SERVICED
☐	Cabin Air Filter	☐	☐	Oil Filter	☐
☐	Engine Air Filter	☐	☐	Spark Plugs	☐
☐	Engine Coolant	☐	☐	Tire Rotation	☐
☐	Fuel Filter	☐	☐	Transmission Filter	☐
☐	Oil Change	☐	☐	Transmission Fluid	☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

CHECK FLUID LEVELS AND FILL — SERVICED

☐ Oil and/or fluid leaks ☐

OK	FILL		OK	FILL		OK	FILL	
☐	☐	Engine Oil	☐	☐	Power Steering	☐	☐	Transmission (if equipped w/ dipstick)
☐	☐	Brake Reservoir	☐	☐	Window Washer	☐	☐	Coolant Recovery Reservoir

BATTERY — SERVICED ☐

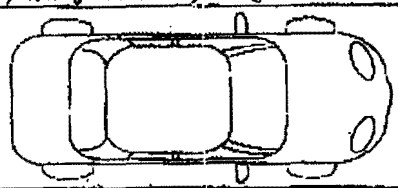
State of Health: 0% ... 100%

Battery Condition: ☐

Factory spec cold cranking amps: _____ Actual cold cranking amps: _____

EXTERIOR BODY

Note any existing exterior body damage or defects on diagram.



SYNC VEHICLE HEALTH REPORT (VHR) — ACTIVATED ☐

VHR Activation ☐ Yes ☐ No ☐ N/A

LEGEND: ☑ May contribute to vehicle efficiency and promote a greener environment

■ Checked and OK at this time ☐ May require future attention ■ Requires immediate attention

CHECK FOLLOWING SYSTEMS/COMPONENTS

BRAKE SYSTEM — SERVICED

■■ ☑ Brake system (including lines, hoses, and parking brake) ☐

STEERING AND SUSPENSION — SERVICED

■■ Shocks/struts and other suspension components for leaks and/or damage ☐

■■■ Steering, steering linkages and ball joints ☐

EXHAUST SYSTEM — SERVICED

■■■ ☑ Exhaust system (leaks, damage, loose parts) ☐

TRANSMISSION AND DRIVE AXLE — SERVICED

■■■ Clutch operation (if equipped) ☐

■■■ Constant velocity (CV) drive axle boots (if equipped) ☐

■■■ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed) ☐

LIGHTS/BLADES/WINDSHIELD — SERVICED

■■ Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps ☐

■■ Windshield washer spray, wiper operation and wiper blades ☐

■■ Windshield for cracks, chips and pitting ☐

BELTS/HOSES/MOUNTS — SERVICED

■■■ HVAC system and hoses/lines for leaks and/or damage ☐

■■■ Engine Cooling System, radiator, hoses and clamps ☐

■■■ Accessory drive belt(s) ☐

TIRE/BRAKE WEAR

TIRE TREAD / BRAKE LINING



TIRE WEAR INDICATES:	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐
☐ Tire repair needed	☐
☐ Brake measurements not taken this service visit	

TIRE RECALLS

☐ Check for open tire recalls

LEFT FRONT ☑	SERVICED	RIGHT FRONT ☑	SERVICED
■■■ Tire Tread Depth ____/32" Tire Age ____	☐	■■■ Tire Tread Depth ____/32" Tire Age ____	☐
■■■ Tire Wear Pattern/Damage	☐	■■■ Tire Wear Pattern/Damage	☐
■■■ Tire Pressure - set to factory recommended PSI	☐	■■■ Tire Pressure - set to factory recommended PSI	☐
■■■ Brake Lining: ____ mm ____/32"	☐	■■■ Brake Lining: ____ mm ____/32"	☐
LEFT REAR ☑	**SERVICED**	**RIGHT REAR ☑**	**SERVICED**
■■■ Tire Tread Depth ____/32" Tire Age ____	☐	■■■ Tire Tread Depth ____/32" Tire Age ____	☐
■■■ Tire Wear Pattern/Damage	☐	■■■ Tire Wear Pattern/Damage	☐
■■■ Tire Pressure - set to factory recommended PSI	☐	■■■ Tire Pressure - set to factory recommended PSI	☐
■■■ Brake Lining: ____ mm ____/32"	☐	■■■ Brake Lining: ____ mm ____/32"	☐
SPARE TIRE ☑	**SERVICED**		
■■■ Tire Pressure - set to factory recommended PSI	☐		

Comments: _____

Advisor: _____ Tech: _____

Customer Signature: _____

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12 6693213A

VISTA Of Oxnard — VISTA COLLISION CENTER

1501 AUTO CENTER DRIVE
OXNARD, CA 93036
SERVICE DIRECT (805) 983-6512
BAR# ARD00209521 EPA# CAR000072470

226 MONTGOMERY AVENUE
OXNARD, CA 93036
BODY SHOP DIRECT (805) 983-6513
BAR# ARD226560 EPA# CAL000011839

www.vistacoxnard.com
FOR YOUR CONVENIENCE OUR SERVICE DEPT. HOURS
Monday - Friday 7 AM to 6 PM - Saturday 8AM to 5 PM - Closed Sunday
NO VEHICLES RELEASED AFTER SERVICE HOURS
BODY SHOP HOURS Monday - Friday 8AM to 5 PM

CUSTOMER #: 26577

139873

INVOICE

[redacted]
BEUMONT, CA [redacted]
HOME: [redacted]
BUS: CE[redacted]

PAGE 1

[redacted] 106 BRIAN LEONARD

[redacted]	[redacted]	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F-250	1FTSW21R39E[redacted]		30717/30717	T6451

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 IS 01JAN09 DD			17:00 06DEC10		0.00	CASH	09DEC10

R.O. OPENED	READY	OPTIONS:
15:55 06DEC10	14:10 09DEC10	ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES POWER STEEING FLUID IS LEAKING FROM GEAR ASSY,
CAUSE: replaced steering gear assembly.added fluid and test drove
veh.no leaks at this time.
160 ELECTRICAL
113 W (N/C)
1 8C3Z*3504*CRM REMAN GEAR ASY --STEERING (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0616
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

30717 steering gear leaking. 2.50 replaced steering gear
assembly.added fluid and test drove.veh.no leaks at this time.

****

B CUST STATES CLEANING PART FILTER COMES ON EVERY 200 MILES
CAUSE: .
160 TEST DROVE, SOFTWARE TO LATEST CALIBATION
140 W (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0616
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C QL PERFORM MULTI-POINT INSPECTION REPORT CARD
Q99P QL PERFORM MULTI-POINT INSPECTION REPORT
CARD
113 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D SET TIRE PRESSURE TO MANUFACTURES SPECIFICATIONS

ALL PARTS INSTALLED ARE NEW UNLESS INDICATED OTHERWISE.

FOR SMOG CERTIFICATION REPAIRS
NOTE: BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFROM ANY NEEDED REPAIR OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT

Vista Ford Lincoln Mercury is concerned for the welfare of our planet and is committed to providing care for your automobile in a fashion that is convenient for our customers and safe for our environment. Waste products are disposed of in accordance with Environmental Protection Agency Regulations and guidelines.

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

I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF

X _____

Notice to Consumer: Please read important information on back.

copyright TOLO ADP, Inc. SERVICE INVOICE #2 XS120

CUSTOMER COPY

COMB 01/31/2011 TO 01/31/2012 31 [redacted]

IFTSW21R39[redacted] FORD

PK 00/00/2009 ND 2005

11/25/2010 32P D 2 G 07259 $773

3300

[redacted]

BEAUMONT CA [redacted]

149.
L.Sam

W0257
R0057
L0448

0 [redacted]

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
[redacted]

TO REMOVE THE STICKER FROM THE BACKING, BEND STICKER AT SLIT AND PEEL SLOWLY.

INSTRUCTIONS FOR APPLYING STICKER TO LICENSE PLATE

1. CLEAN SURFACE THOROUGHLY. SCRAPE OFF ACCUMULATED STICKERS (STICKER WILL NOT STICK IF WET OR DIRTY).
2. PUT STICKER ON REAR LICENSE PLATE AS SHOWN BELOW:

MOTORCYCLES:
Right Half of This Well

CAL
1A0000

ALL OTHERS:
In Top Right Corner

CALIFORNIA
1 SAM 123

EXCEPT:
Truck Tractors And Commercial Vehicles With A Declared Gross Vehicle Weight of 10,001 lbs. or More—Must Apply Sticker To Front Plate

PEEL HERE

CA 2012 ACTM

[redacted]1

L. Sam took

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number _____

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

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
					☐ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $_____ is
_____ %	$ _____ (e)	$ _____	$ _____ (e)	$ _____ (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments:	When Payments Are Due:
One Payment of		
One Payment of		
Payments		Monthly, Beginning
Payments		Monthly, Beginning
One Final Payment		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
   - A. Cash Price of Motor Vehicle and Accessories $ _____ (A)
     - 1. Cash Price Vehicle $ _____
     - 2. Cash Price Accessories $ _____
     - 3. Other (Nontaxable)
       - Describe _____ $ _____
       - Describe _____ $ _____
   - B. Document Preparation Fee (not a governmental fee) $ _____ (B)
   - C. Smog Fee Paid to Seller $ _____ (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (F)
   - G. (Optional) Surface Protection Product (to whom paid) _____ $ _____ (G)
   - H. (Optional) Surface Protection Product (to whom paid) _____ $ _____ (H)
   - I. Sales Tax (on taxable items in A through H) $ _____ (I)
   - J. Optional DMV Electronic Filing Fee $ _____ (J)
   - K. (Optional) Service Contract (to whom paid) _____ $ _____ (K)
   - L. (Optional) Service Contract (to whom paid) _____ $ _____ (L)
   - M. (Optional) Service Contract (to whom paid) _____ $ _____ (M)
   - N. (Optional) Service Contract (to whom paid) _____ $ _____ (N)
   - O. (Optional) Service Contract (to whom paid) _____ $ _____ (O)

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
$ _____ Ded. Comp., Fire & Theft	____ Mos	$ _____
$ _____ Ded. Collision	____ Mos	$ _____
Bodily Injury $ _____ Limits	____ Mos.	$ _____
Property Damage $ _____ Limits	____ Mos	$ _____
Medical _____	____ Mos.	$ _____
_____	____ Mos.	$ _____
Total Vehicle Insurance Premiums		$ _____ (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X _____
Co-Buyer X _____
Seller X _____

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

Application for Optional Credit Insurance

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

	Term	Exp.	Premium
Credit Life	____ Mos		$ _____
Credit Disability	____ Mos.		$ _____
Total Credit Insurance Premiums			$ _____ (b)

Insurance Company Name _____

Home Office Address _____

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

(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) _____ $ _____ (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ _____ (R)

S. Other (to whom paid) _____ $ _____ (S)

For _____

Total Cash Price (A through S) $ _____ (1)

2. Amounts Paid to Public Officials

A. License Fees $ _____ (A)

B. Registration/Transfer/Titling Fees $ _____ (B)

C. California Tire Fees $ _____ (C)

D. Other _____ $ _____ (D)

Total Official Fees (A through D) $ _____ (2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance column a + b) $ _____ (3)

4. ☐ Smog Certification or ☐ Exemption Fee Paid to State $ _____ (4)

5. Subtotal (1 through 4) $ _____ (5)

6. Total Downpayment

A. Agreed Trade-In Value Yr _____ Make _____ $ _____ (A)

Model _____ Odom _____

VIN _____

B. Less Prior Credit or Lease Balance $ _____ (B)

C. Net Trade-In (A less B) (Indicate if a negative number) $ _____ (C)

D. Deferred Downpayment $ _____ (D)

E. Manufacturer's Rebate $ _____ (E)

F. Other _____ $ _____ (F)

G. Cash $ _____ (G)

Total Downpayment (C through G) $ _____ (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ _____ (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: _____

Amount $ _____ Finance Charge $ _____

Total $ _____ Payable in _____

installments of $ _____ $ _____

from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

[redacted]

X _____

Co-Buyer

reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy [redacted]

_____ [redacted] _____

Date Buyer Signature Age

_____ X _____

Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos. _____

I want to buy a [redacted]

Buyer Signs X _____

OPTIONAL [redacted] to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company _____

Term _____ Mos. or _____ Miles

1L Company _____

Term _____ Mos. or _____ Miles

1M Company _____

Term _____ Mos. or _____ Miles

1N Company _____

Term _____ Mos. or _____ Miles

[redacted]

[redacted]. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. [redacted]

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before: _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X [redacted] X _____

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

[redacted] Co-Buyer X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

[redacted]

[redacted]otiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [redacted] Date _____ Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____

Address _____ Address _____

Seller Signs _____ Date _____ By X _____ Title _____

LAW FORM NO. 558-CA-ARB [illegible]
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CUSTOMER / TRUTH IN LENDING COPY

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

71G152 Contract Number 225943 R.O.S. Number 22220596 Stock Number F90524

CE: 01/05/2009 CONTROL # 9SA97060 Salesperson: BOBBY WILLIAMS

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] BEAUMONT, CA [redacted] RIVERSIDE	SLA 1rd/11 0615	SUNRISE FORD 15005 VALLEY BLVD FONTANA, CA 92335

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

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2009	FORD F250 CREW	12	1FTSW21R39E[redacted]	☐ personal, family or household ☒ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 1300.00 is
0.00 %	$ 0.00 (e)	$ 51967.47	$ 51967.47 (e)	$ 53267.47 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
1 Payments	51,967.47	Monthly, Beginning 01/05/2009
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment	N/A	N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price		
A. Cash Price of Motor Vehicle and Accessories		$ 48777.22 (A)
1. Cash Price Vehicle	$ 48777.22	
2. Cash Price Accessories	$ N/A	
3. Other (Nontaxable)		
Describe N/A	$ N/A	
Describe N/A	$ N/A	
B. Document Preparation Fee (not a governmental fee)		$ 55.00 (B)
C. Smog Fee Paid to Seller		$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)		$ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid)		$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)		$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid)		$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid)		$ N/A (H)
I. Sales Tax (on taxable items in A through H)		$ 3784.50 (I)
J. Optional DMV Electronic Filing Fee		$ N/A (J)
K. (Optional) Service Contract (to whom paid) N/A		$ N/A (K)
L. (Optional) Service Contract (to whom paid) N/A		$ N/A (L)
M. (Optional) Service Contract (to whom paid) N/A		$ N/A (M)
N. (Optional) Service Contract (to whom paid) N/A		$ N/A (N)
O. (Optional) Service Contract (to whom paid) N/A		$ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to N/A (see downpayment and trade-in calculation)		$ N/A (P)
Q. (Optional) Gap Contract (to whom paid) N/A		$ N/A (Q)

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
	N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see pack) from anyone you choose who is acceptable to us. You are not req[redacted]m

Buyer [redacted]
Co-Buyer
Seller

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

Application for Optional Credit Insurance

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

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A
Home Office Address N/A

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

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages

K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)
(see downpayment and trade-in calculation)
Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
S. Other (to whom paid) N/A $ N/A (S)
For N/A

Total Cash Price (A through S) $52616.72 (1)

2. **Amounts Paid to Public Officials**
A. License Fees Estimated $ 317.00 (A)
B. Registration/Transfer/Titling Fees $ 68.00 (B)
C. California Tire Fees $ 8.75 (C)
D. Other WEIGHT FEES $ 257.00 (D)
Total Official Fees (A through D) $ 650.75 (2)

3. **Amount Paid to Insurance Companies**
(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ Smog Certification or ☐ Exemption Fee Paid to State $ N/A (4)

5. Subtotal (1 through 4) $53267.47 (5)

6. **Total Downpayment**
A. Agreed Trade-In Value Yr N/A Make N/A $ N/A (A)
Model N/A Odom N/A
VIN N/A
B. Less Prior Credit or Lease Balance $ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
D. Deferred Downpayment $ N/A (D)
E. Manufacturer's Rebate $ 1300.00 (E)
F. Other N/A $ N/A (F)
G. Cash $ 0.00 (G)
Total Downpayment (C through G) $ 1300.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed** (5 less 6) $51967.47 (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in
installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**
N/A

[redacted] sign here. the provisions of the Seller's Right to Cancel section on the [redacted] is unable to assign this contract to a financial institution will apply.
X [redacted] X
Buyer Co-Buyer

Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on the contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in you[redacted]
You want to pu[redacted]

Date Buy[redacted] Age

X
Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N[redacted] Mos. N/A
[redacted] S[redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K,1L, 1M, 1N, and/or 1O.

1K Company N/A
Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or Miles
1O Compa[redacted]
Term N/A Miles
Buyer X S[redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relatin[redacted] the contract mus[redacted] we must sign it. N[redacted]
Buyer Signs X
Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A , Year , SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in
Installments of $ N/A $ N/A
from the Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

N/A

Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company
Term Miles
Buyer

[redacted]

SEL
is unable to assign this contract to a financial institution will apply.
X
Buy
X
Co-Buyer

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relat
contract mus
must sign it.
Buyer Signs
Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED BY LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR R MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAV ION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER.
THE UNIN E YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF
FOR A POSSESSED AND SOLD.
THE BU EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT
ANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

BA X

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the e amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer X Co-Buyer X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or
After this contract is or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or change.

Buyer Signature X Co-Buyer Signature X

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle s the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X te Co-Buyer Signature X Date

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X Address

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments. (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and Guaranty at the time of Signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notice of the amount owing at any time and of any demands upon the Buyer.

Guarantor X N/A Date N/A
Address N/A
Guarantor X N/A Date N/A
Address N/A

Seller Signs SUNRISE FORD Date 01/05/09 By X Title MANAGER

LAW FORM NO. 553-CA-ARB (Rev. 5/08) U.S. PATENT NO. D483,282
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Work Ph # ( ) -
ORIGINAL LIENHOLDER

BBB AUTO LINE
Customer Claim Form

Case number: FRD1110615
Contact date: 01/11/11
Start date: JAN 14 2011

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

[redacted] (LAWYER) 201 CALIFORNIA ST, BEAUMONT, CA 92223

City: BELLFLOWER State: CA Zip code: [redacted]

Day phone [redacted] Evening phone: Cell phone:

Fax: [redacted] E-mail address: customhoods@roadrunner.com

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-250 Year: 2009 Current mileage: ~~0~~ 31K

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , ~~CA~~ SUNRISE FORD, FONTANA, CA.

Primary Servicing dealer/city/state: ~~SUNRISE FORD, FONTANA CA~~ CAPISTRANO FORD, SAN JUAN CAP, CA.

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

~~Purchase~~/lease date: 1/09 Mileage at purchase/lease: 12

First repair attempt date: 4/29/2010 First repair attempt mileage: ~~0~~ 25,396

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles registered in California by vehicle owner/lessee: 125 Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage: —

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VEHICLE BUY BACK OR A NEW VEHICLE REPLACEMENT.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FTSW21R39E[redacted]

Lienholder/Leasing Company PAID OFF **Phone Number** —

14

CACCF

Case Number: FRD1110615

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
BLACK SMOKE OUT OF EXHAUST - NO REGEN	RACEWAY FORD SAN JUAN CAPISTRANO VISTA FORD	(5)	4/29/10 25,396 - 1 DAY 6/16/10 27,031 - 1 DAY 8/19/10 28,556 - 33 DAYS.	YES
↓	↓	↓	11/22/10 30,414 - 3 DAYS 12/6/10 30,717 - 4 DAYS	YES
STEERING DOES NOT SELF CENTER & LEAKING	SAN JUAN CAP VISTA FORD	(2)	11/22/10 - 30,414 - 3 DAYS 12/6/10 - 30,717 - 4 DAYS	NO
DASH PANEL FALLS OFF. SYNC NOT WORKING	SUNRISE FORD	1	5/09 - ?? (1) DAY CAN NOT FIND R.O.	NO

Total days out of service for [redacted]:

Signature of Titled Owner(s) [redacted] Date 1/13/2011

I am submitting this dispute for re[redacted] th[redacted] BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number:	FRD1110615
Contact date:	01/11/11
Start date:	

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: BELLFLOWER State: CA Zip code: [redacted]

Day [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-250 Year: 2009 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , CA

Primary Servicing dealer/city/state: SUNRISE FORD, FONTANA CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 %

Number of vehicles registered in California by vehicle owner/lessee:

Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

CACCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE

January 12, 2011

[redacted]
BELLFLOWER CA [redacted]

Re: FRD1110615[redacted] vs Ford Motor Corporation

Dear [redacted]:

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below:

* *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to start your claim.

* *How BBB AUTO LINE Works (California)* - This brochure explains how to use the program, the steps for you to follow to enable us to process your dispute, the eligibility requirements, and the remedies available through the program.

* *Customer Claim Form (CCF)* - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes and additions. Please provide the Vehicle Identification Number (VIN).

Please note that Rule 3 of the How BBB AUTO LINE Works (California) brochure is amended to add the following remedies that may be awarded by the arbitrator:

- A Ford Extended Service Plan (ESP)

If you would like more information about our program, you may request a free copy of our written *Operating Procedures*.

BBB AUTO LINE staff are here to help you and Ford resolve your concerns. Please call me at (800)955-5100 if you have any questions.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700



CT Corporation

Service of Process Transmittal

03/14/2011
CT Log Number 518185678

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Ohio**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltfs. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Jury Trial
COURT/AGENCY:	Warren County Court of Common Pleas, OH Case # 11CV79309
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects on a 2010 Ford F250 VIN:1FTSW2BR3AEB40790
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Cleveland, OH
DATE AND HOUR OF SERVICE:	By Certified Mail on 03/14/2011 postmarked on 03/10/2011
JURISDICTION SERVED :	Ohio
APPEARANCE OR ANSWER DUE:	Within 28 days after service, exclusive of the day of service - File answer with Pltf.'s attorney or upon the Pltf. if he has no attorney of record // Within 3 days after the service of answer on Pltf.'s attorney - File answer with the court
ATTORNEY(S) / SENDER(S):	J. Daniel Scharville Kahn & Associates, L.L.C. 55 Public Square, Suite 650 Cleveland, OH 44113 216-621-6101
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794531987311 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Debra Justice
ADDRESS:	1300 East 9th Street Suite 1010 Cleveland, OH 44114
TELEPHONE:	216-621-4270

OFFICE OF THE GENERAL COUNSEL
11 MAR 16 P4:35
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUMMONS
Rule 4 Ohio Rules of Civil Procedure
Court of Common Pleas, Warren County, Lebanon, Ohio

Case No: **11CV79309**

[redacted] [redacted]
VS

FORD MOTOR COMPANY

TO: The following named defendant:

Defendant: FORD MOTOR COMPANY
% CT CORPORATION SYSTEM
1300 EAST 9TH STREET
SUITE 1010
CLEVELAND OH 44114

You have been named as defendant in a complaint filed in this court by the following plaintiff:

Plaintiff: [redacted] [redacted]

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff if he has no attorney of record, a copy of your answer to this complaint within twenty-eight (28) days after service of this summons upon you, excluding the date of service. Your answer must also be filed with our court within three days after the service of a copy of the answer on the plaintiff's attorney.

Failure to appear and present a defense to this complaint will result in a judgment by default being rendered against you for the relief demanded in the complaint.

Plaintiff's Attorney:

J DANIEL SCHARVILLE
ATTY AT LAW
55 PUBLIC SQUARE
SUITE 650
CLEVELAND OH 44113

James L. Spaeth, Clerk of Courts
500 Justice Drive / P.O. Box 238
Lebanon, Ohio 45036

By: Heidi Brandenburg
Deputy Clerk

March 9, 2011

IF THE ABOVE NAMED DEFENDANT IS A CORPORATION PLEASE REFER TO OHIO REVISED CODE 4705.01.

IN THE COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

11 MAR -7 AM 8:21

CLERK OF COURTS

TROY BLACK 2689 Utica Rd Lebanon, OH 45036 MELISSA BLACK 2689 Utica Rd. Lebanon, OH 45036 Plaintiffs, vs. FORD MOTOR COMPANY c/o CT Corporation System 1300 East 9th Street, Suite 1010 Cleveland, OH 44114 Defendant.	**Case No.:** 11 CV 79309 **Judge:** JUDGE FLANNERY **COMPLAINT** (Jury Demand Endorsed Hereon)

Now comes Plaintiffs, Troy and Missy Black, by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiffs, Troy and Missy Black (hereinafter collectively known as "Plaintiff), are adult individual citizens and legal residents of the State of Ohio, residing at 2689 Utica Rd, Lebanon, OH 45036.

2. Defendant, Ford Motor Company, is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 1300 East 9th Street, Suite 1010, Cleveland, Ohio 44114.

3. On or about July 22, 2010, Plaintiff purchased or leased a 2010 Ford F250, manufactured and warranted by Defendant, from Lebanon Ford-Lincoln (770 Columbus Ave., Lebanon, Ohio 45036) bearing the Vehicle Identification Number 1FTSW2BR3AEB40790 (hereinafter the "vehicle").

4. The vehicle was purchased or leased in the State of Ohio and is registered in Ohio.

5. The price of the vehicle and/or the total of payments is approximately $58,540.32.

6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.

7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.

8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
OHIO LEMON LAW

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

10. Section 1345.71 through Section 1345.77 of the Ohio Consumer Sales Practices Act is commonly known as, and will hereinafter be referred to as, the "Ohio Lemon Law."

11. Plaintiff is a "Consumer" as defined by R.C. § 1345.71(A).

12. Defendant is a "Manufacturer" as defined by R.C. § 1345.71(B).

13. Defendant provided an "Express Warranty" and a "Warranty" as defined by R.C. § 1345.71 (C).

14. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Authorized Dealer[(s)]," as that term is used throughout R.C. § 1345.71 et seq.

15. Plaintiff reported one or more "nonconformities," as defined by R.C. § 1345.72 (B) and 1345.71(E), to the manufacturer, through its authorized dealer, within one year and eighteen thousand (18,000) miles of the date of delivery.

16. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

17. Plaintiff may satisfy one or more of the presumptions in Section 1345.73.

18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by R.C. § 1345.77 (B) and rules promulgated thereunder.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

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

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

21. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. § 2301(4) & (5).

22. The vehicle is a "Consumer Product" as defined by 15 U.S.C. § 2301(1).

23. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. § 2301(6) and/or a "Service Contract" as defined by 15 USC § 2301(8).

24. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

25. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. § 2310 (e).

26. Section 15 U.S.C. § 2310 (d) (1) provides:

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

27. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.

28. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. § 2310 (a) and rules promulgated thereunder.

29. Pursuant to 15 U.S.C. § 2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT III
OHIO UNIFORM COMMERCIAL CODE

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

31. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

a. Express Warranty

b. Implied Warranty of Merchantability; and

c. Implied Warranty of Fitness for a Particular Purpose.

32. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

33. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

34. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.

35. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT IV
IMPLIED WARRANTY IN TORT

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

37. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:

a. Implied Warranty of Merchantability sounding in Tort; and

b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.

38. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.

39. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.

40. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT V
OHIO CONSUMER SALES PRACTICES ACT

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

42. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."

43. Plaintiff is a "Person," as defined by R.C. § 1345.01 (B).

44. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C) & (B).

45. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY

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

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

47. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.

48. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.

49. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.

50. Defendant's representation that the vehicle was fit for ordinary purposes, was untrue.

51. Defendant's representation that the vehicle was merchantable was untrue.

52. Defendant's violation of the Ohio Lemon Law constitutes an unfair, deceptive and/or unconscionable sales practice.

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

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE BY ATTORNEY GENERAL RULES

54. In connection with said transaction, Defendant committed acts and practices that have been declared to be unfair, deceptive or unconscionable by rules adopted pursuant to R.C. § 1345.05 (B)(2).

55. Said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. § 1345.05 (A)(3).

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

56. Defendant never disclosed any defects in connection with the sale of the vehicle, as required by O.A.C. 109:4-3-16 (B)(14).

57. Defendant may have violated the Motor Vehicle Repairs and Services Rule by failing to comply with all the requirements of O.A.C. § 109:4-4-05, 109:4-3-13 and R.C. 1345.74.

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

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE BY OHIO COURTS

59. In connection with said transaction, Defendant committed acts and practices that have been declared violations of R.C. § 1345.02 and/or R.C. § 1345.03 by Courts of the State of Ohio.

60. Said acts and practices were committed after such court decisions were made available for public inspection pursuant to R.C. § 1345.05 (A)(3).

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

61. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.

62. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 332 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).

63. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).

64. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc, No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).

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

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages in excess of $25,000.00 and/or the statutory minimum of $200 for each additional unlawful act specified, over and above any treble damage award;

2. Costs, including expert witness fees and reasonable attorney's fees;

3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and

4. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

J. DANIEL SCHARVILLE (0071132)
55 Public Square
Suite 650
Cleveland, Ohio 44113
Ph.: (216) 621-6101
Fax: (216) 621-6006
Attorney for Plaintiff

JURY TRIAL

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

KAHN & ASSOCIATES, L.L.C.

J. DANIEL SCHARVILLE (0071132)
Attorney for Plaintiff

CERTIFIED COPY
JAMES L. SPAETH, CLERK
WARREN COUNTY, OHIO
COMMON PLEAS COURT
BY Heidi Brandsburg
DEPUTY

BBB AUTO LINE

February 18, 2011

LINDA PETERSON
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1027448 [redacted] vs Ford Motor Corporation 1FTSW2BR3AE[redacted]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

January 31, 2011

LINDA PETERSON
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1027448 [redacted] vs Ford Motor Corporation 1FTSW2BR3AE[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Donna Patterson at Extension 506

BBB AUTO LINE

ACCEPTANCE OR REJECTION OF DECISION

Date: 01/31/11 Case Number: FRD1027448
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 OH 1FTSW2BR3AE[redacted]

If this form is not received in our office within 14 days from the date of the cover letter, the decision will be considered rejected. You may return it to the BBB via fax at 1.703.247.9700.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

- the business will be legally bound to abide by this decision; and,
- I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

You must do the following if you have been awarded a repurchase/replacement award and accept it:

1) Contact your financial company to provide permission to release payment and payoff information to the manufacturer in order to complete the repurchase/replacement transaction.
Indicate the date you have done this:_____
2) Please provide the full name of your financing company

_____

Account Number _____

Mailing address _____

City _____ State _____ Zip _____

Telephone number _____ Fax number _____

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law; including asserting a cause of action under Section 1345.75 of the Ohio Revised Code.
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____ Date: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

REPLACEMENT DECISION

Submitted Date: 01/29/11
FRD1027448
VIN: 1FTSW2BR3AE[redacted]
Customer: Mr[redacted] - Hearing Date: 01/26/11
Arbitrator: Ronald H Clark

Question 1

Vehicle (Year, Make, Model)
2010 Ford F250

Question 2

The manufactuer shall replace the above ("vehicle") owned/leased by the customer, within 45 days from the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer Program Summary that set out the remedies to be included in a replacement award: (Indicate with an "X")

a **Under the lemon law**
X

- OR -

b **Not under the lemon law**

Question 3

The consumor shall pay the following at the time of the replacement transaction:

a **If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:**
$0 - No customer payment is required if Replacement is under Ohio Lemon Law.

The Manufacturer may require payment for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction.

The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid.

The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer. .

At the time of replacement, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer *Program Summary* that sets out customer responsibilities if a replacement is awarded.

The manufacturer shall contact the customer to arrange a mutually agreeable location for the replacement transaction.

Reasons for Decision

Submitted Date: 01/29/11
FRD1027448
VIN: 1FTSW2BR3A[redacted]
Customer: [redacted] - Hearing Date: 01/26/11
Arbitrator: Ronald H Clark

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

Replacement

b **For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)**

One item was listed on the Agreement-to-Arbitrate - vehicle stalls. The customer is requesting Repurchase/Replacement, and the company is requesting denial. Both parties submitted their cases in writing, and an inspection of the vehicle was held at the Cincinnati BBB.

The customer has filed within the time & mileage limits of both the Ohio Lemon Law and Ford Program Summary, and the vehicle and customer meet the eligibility requirements for both programs. Neither the Lemon Law nor the Ford Program allow awards that include attorney fees.

Background: The vehicle was towed to the dealer for repairs on three separate occasions due to stalling from which the customer was not able to restart the vehicle. All three Repair Orders showed defects in the fuel delivery system that were repaired, with the number of days out of service listed after each: RO#6020088 on 9/7/10 @3857 miles (8 days); RO#6020331 on 9/13/10 @3993 miles (32 days); RO#6021544 on 10/13/10 @4101 miles (2 days).

The Ohio Lemon Law criteria for Replacement/Repurchase requires that if the manufacturer or dealer cannot repair any nonconformity (a defect that substantially impairs the use, value or safety of the vehicle) after a reasonable number of repair attempts, the manufacturer must replace or repurchase the vehicle. If the vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days, that alone meets the criteria for Repurchase/Replacement if the nonconformity was a substantial impairment of use, which after 42 days, certainly is.

Therefore, a decision for Replacement under the Ohio Lemon Law is appropriate.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

Problem: Engine stalling. Three repair attempts.

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

42

Question 4

Was final notice given? (Yes / No / Not Applicable)

N/A

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

9,408

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1027448

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Ronald Clark

Arbitrator's Occupation:
Coordinates manufacturing activities.

Arbitrator's Biography:
Mr. Clark has a BS degree in Electrical Engineering, a Masters Degree in Business Administration, and has been an arbitrator since 1995. He retired in 2006 from a 38-year career in manufacturing, during which he also spent 4-1/2 years in military service. He has had a lifelong interest in automative matters, including technical, design and manufacturing processes as well as antique and enthusiast vehicles. He has been Arbitrator of the Month two times.

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1027448

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted]

Case Number: FRD1027448

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BBB AUTO LINE

NOTICE OF INSPECTION ONLY

Date: 01/21/11

Case Number: FRD1027448
Customer: [redacted],

Manufacturer: Ford Motor Company
Mfr Info: 6700 OH 1FTSW2BR3AEB40790

Arbitrators: Mr Ronald H Clark

Inspection Date, Time, Place: 01/26/11 10am EST
BBB of Cincinnati
7 West 7th Street, Ste. 1600
Cincinnati, OH452020000

Hearing Site Phone: (513) 639-9132

AUTOLINE Director Phone: (513) 639-9132 Fax : (513) 744-6332

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

BBB AUTO LINE

NOTICE OF INSPECTION ONLY

Date: 01/03/11

Case Number: FRD1027448
Customer: [redacted],

Manufacturer: Ford Motor Company
Mfr Info: 6700 OH 1FTSW2BR3AEB40790

Arbitrators: Mr Fred Tilton

Inspection Date, Time, Place: 01/07/11 9:30am EST
BBB of Cincinnati
7 West 7th Street, Ste. 1600
Cincinnati, OH452020000

Hearing Site Phone: (513) 639-9132

AUTOLINE Director Phone: (513) 639-9132 Fax : (513) 744-6332

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1027448

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All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Fred Tilton

Arbitrator's Occupation:
gerneral practice with emphasis on litigation, probate small corporations and real estate

Arbitrator's Biography:
Mr. Fred Tilton is a practicing attorney for over 30 years. He is a member of the Ohio, California and South Dakota Bar Associations. For the last 20 years he has served as chairman on arbitration panels in both Hamilton and Clermont Counties. Mr. Tilton is also a member of the Cincinnati Alternative Dispute Committee, and the Ohio Trial Lawyers Association. He feels with his extensive background and continuing education he will make an excellent arbitrator.

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

January 3, 2011

LINDA PETERSON
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1027448 [redacted] vs Ford Motor Corporation 1FTSW2BR3AE[redacted]

Dear Madam/Sir:

Enclosed are:

* *Notice of Inspection*
* Arbitrator Listing Sheet(s)
* Map to the hearing site

The *Notice of Inspection* lists the date, time and location of the vehicle inspection. **Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.**

We reserve the right to determine the final date and time of the inspection.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

NOTICE OF INSPECTION ONLY

Date: 01/03/11

Case Number: FRD1027448
Customer: [redacted],

Manufacturer: Ford Motor Company
Mfr Info: 6700 OH 1FTSW2BR3AE[redacted]

Arbitrators: Mr Fred Tilton

Inspection Date, Time, Place: 01/07/11 9:30am EST
BBB of Cincinnati
7 West 7th Street, Ste. 1600
Cincinnati, OH452020000

Hearing Site Phone: (513) 639-9132

AUTOLINE Director Phone: (513) 639-9132 Fax : (513) 744-6332

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

Inspection Report

Customer: [redacted] **Case #:** FRD1027448

Manufacturer: Ford Motor Company

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:

_____

_____

Was a test drive conducted? [ ] Yes [ ] No How long was the test drive? _____ Minutes

Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

_____

_____

Exterior

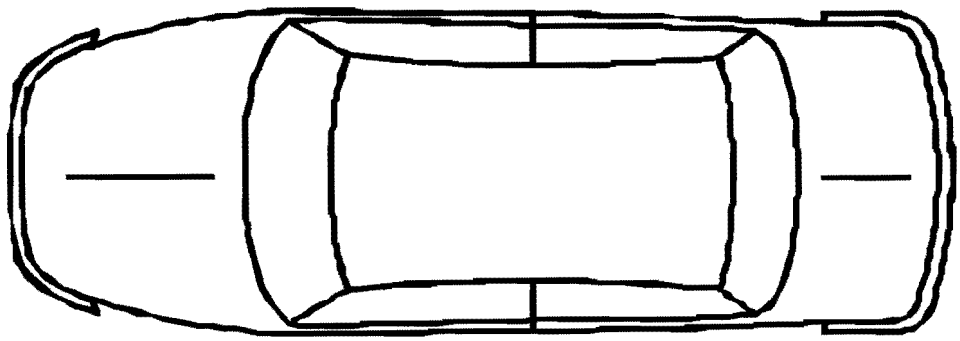
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1027448

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Fred Tilton

Arbitrator's Occupation:
gerneral practice with emphasis on litigation, probate small corporations and real estate

Arbitrator's Biography:
Mr. Fred Tilton is a practicing attorney for over 30 years. He is a member of the Ohio, California and South Dakota Bar Associations. For the last 20 years he has served as chairman on arbitration panels in both Hamilton and Clermont Counties. Mr. Tilton is also a member of the Cincinnati Alternative Dispute Committee, and the Ohio Trial Lawyers Association. He feels with his extensive background and continuing education he will make an excellent arbitrator.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1027448

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

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MANUFACTURER RESPONSE FORM

Will participate - In Writing ☒ **By Phone** ☐

Case Number: FRD1027448 / 1795982480
Customer Name: [redacted]
State: Ohio
VIN: 1FTSW2BR3AE[redacted]
Warranty Start Date: 07-22-10
Vehicle year/model: 2010 Ford F-250
Current mileage: 6,000 miles

Purchased: ☒ New ☐ Used ☐ Leased
This claim is: ☒ IN Bumper-to-Bumper Warranty ☐ IN Diesel Warranty ☐ OUT of all Warranties
Extended Service Plan: ☐ NO ☒ YES – PremiumCare for five years or 75,000 miles, whichever comes first, the plan does carry a $100.00 deductible.

SETTLEMENT INFORMATION

The above mentioned plan along with a goodwill reimbursement and rental costs were provided by Ford's Customer Care Team. When this case was opened Ford presented a vehicle replacement settlement offer to the customer and their Attorney per Ohio Lemon Law standards. To date Ford has not received a response to that offer.

Please indicate the customer's response below:

☐ The customer rejected the offer on

☒ The customer/Attorney has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- Vehicle stalls

MANUFACTURER'S POSITION:

There was some discussion between the BBB representative and the customer's attorney regarding the replacement settlement offer. The offer was presented in a timely manner on 12-14-10, as I stated above there has not been a response to that offer. Ford does believe that the customer's attorney is seeking attorney fees, but they have chosen to initiate an informal dispute procedure utilizing the BBB. Ford respects the right of the consumer to retain and pay for legal representation, but the arbitrator does not have the authority to award attorney fees. Therefore, there are no attorney fees, consequential, or incidental reimbursements included in Ford's position. Also, for the purposes of this free process Ford will be utilizing the Ohio Lemon Law only. The attorney's letter also discusses the Magnuson-Moss Warranty Act, and the Ohio Uniform Commercial Code, which are not part of this process.

The customer had an issue with a crank no start concern or the vehicle stalls. Three repairs have been performed on the vehicle and the dealer had to wait for backordered parts. Although, Ford believes that there should be consideration for some of those days as it is beyond the control of the manufacturer, the fact remains per Ohio Lemon Law the customer's vehicle meets the three repair attempts.

The dealer did provide due diligence in repairing the customer's vehicle, and Ford does believe that the vehicle stalling concern has been repaired and no longer exists due to the accruing miles. Ford did present the appropriate settlement offer to replace the customer's vehicle. The fact that the attorney is seeking attorney fees, is not taking the customer's best interest into account. Ford has provided a resolution to the customer, and feels that the attorney is just delaying the customer's requested resolution just to obtain their attorney fees.

Ford is asking the Arbitrator to render a replacement decision and duly note that attorney fees can not be awarded in this process.

WARRANTY HISTORY

09-07-10 – Lebanon Ford – 3,857 miles – vehicle will crank but will not start, dealer replaced the fuel pressure and temperature sensor.
09-13-10 – Lebanon Ford – 3,993 miles – loss of power and stalls, dealer replaced eight fuel injectors.
10-13-10 – Lebanon Ford – 4,101 miles – vehicle will crank but will not start; dealer replaced the fuel sending unit.

List amount of any over allowance /negative equity: none

To the BBB AUTO LINE – Written by Linda Peterson – Dated December 22, 2010

Location of Better Business Bureau

BBB - Macy's Building

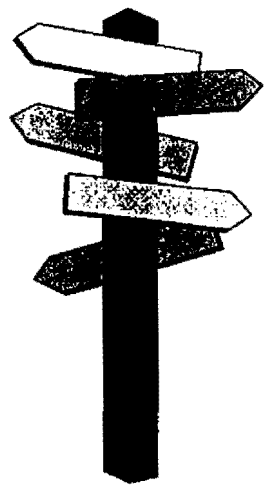
Name of building (if any)

7 West 7th Street, Suite 1600 Cincinnati, OH 45202

Bureau Address and City

513-639-9132

Bureau Phone Number (Emergencies Only)



DIRECTIONS

Traveling I-75/71 North into Ohio from Kentucky

Take the 5th Street Exit
Turn LEFT on Elm St.
Turn RIGHT onto 7th St.- Turn RIGHT onto 7th St.
We're at the corner of Vine and 7th St.

**

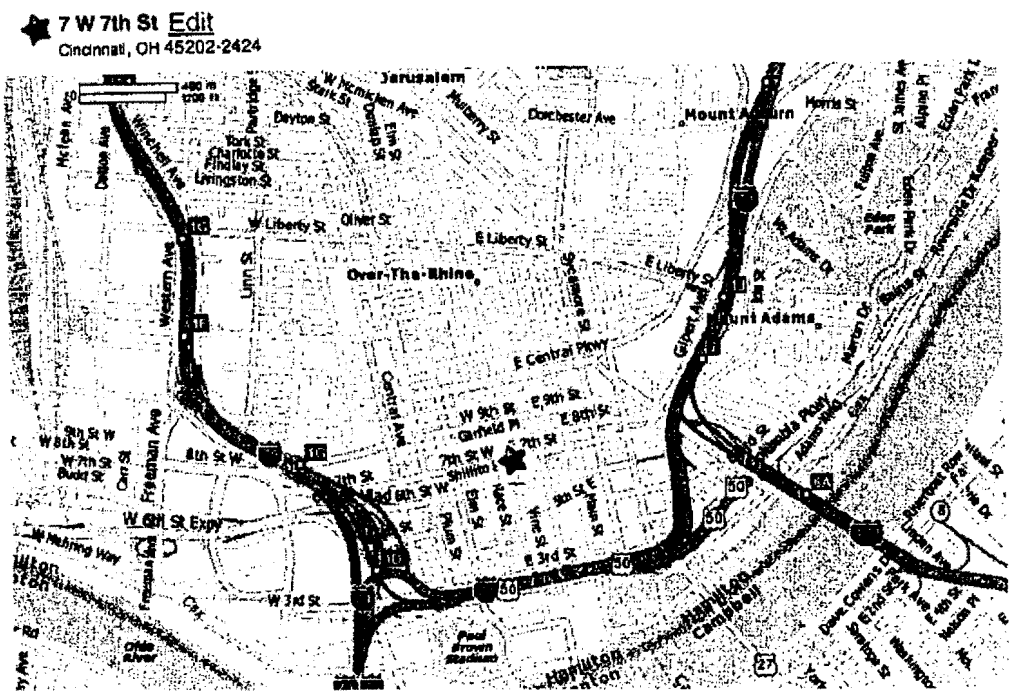
Traveling I-75 South toward Downtown
Take the 7th St. Exit

**

Traveling 1-71 South toward downtown

Take the Reading Rd. Exit
Bear LEFT onto Central Parkway
Turn LEFT onto Race St.
Turn LEFT onto 7th St

REMINDER: You will need to show state ID at security desk and get a visitor's pass - we are on the 16th floor. There are several parking lots close to the building and one located in the building.



Manufacturer Settlement Offer

12/14/10

Customer Name: [redacted] **BBB Case #:** FRD1027448 **CuDL Case #:** 1795982480

DRS Name: Linda Peterson

Year/Model: 2010 Ford F-250 **Mileage:** 6,000

Warranty Start Date: 07-22-10

BBB DRS: Donna Patterson

Linda, Please do not ch the format of this Page. Thanks Scott

Prior ZM/CCST Offer Made? - yes - **If yes, what was offered?** Goodwill reimbursement $813.06, ESP PremiumCare 5/75 $100 deductible, rental $1,290.00

ESP: ☐ **Plan Type:** ☐ ☐

Years / Miles

All ESP Plans have $100 deductible except for Premium maintenance plans which have a $0 deductible.

Further Repair: ☐

Concerns to be included in the settlement letter:

Other:

Reimbursement: ☐

For what: ~~Goodwill vehicle payment~~ **Amount:** ~~$803.04~~

Repurchase: ☐ **Replacement:** ☒ **Option:** ☐

Total #Days out of service: 42 - 1st repair attempt - 09-07-10 @ 3,857 miles

Total # of repair visits - (3) - **# of repair attempts for same concern:** (3)

Please provide the rationale supporting your request:

Ohio Lemon Law is a definition state that requires three repairs within a one year period. The customer meets that requirement for repairs and days out of service.

Thank you

With Mileage at: Does not apply in OH LL

*** Team Leader Signature** _____ **Date** 12/14/10

*** Team Leader/Manager approval required for any R/R requests, ESP deviations, reimbursements over DRS limits (per Redelegation of Authority guidelines)**



Manufacturer's Settlement Offer for Attorney's

CUSTOMER NAME: [redacted]
CASE NUMBER: FRD1027448 / 1795982480
TODAY'S DATE: 12-17-10

Ford presented a settlement offer to the customer and their Attorney on 12-14-10 for a vehicle replacement. This offer is good until the day of the Arbitration.

Thank you

Linda Peterson
Dispute Resolution Specialist
Ford Motor Company
866-567-6518 X7278
E-Fax # 866-430-3875
lpeter58@ford .com

Location of Better Business Bureau

BBB - Macy's Building

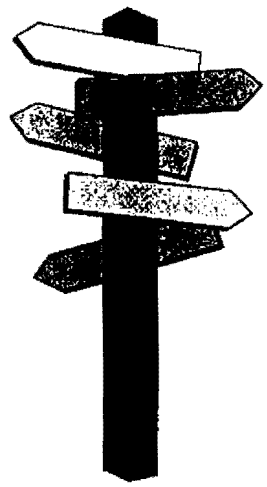
Name of building (if any)

7 West 7th Street, Suite 1600 Cincinnati, OH 45202

Bureau Address and City

513-639-9132

Bureau Phone Number (Emergencies Only)



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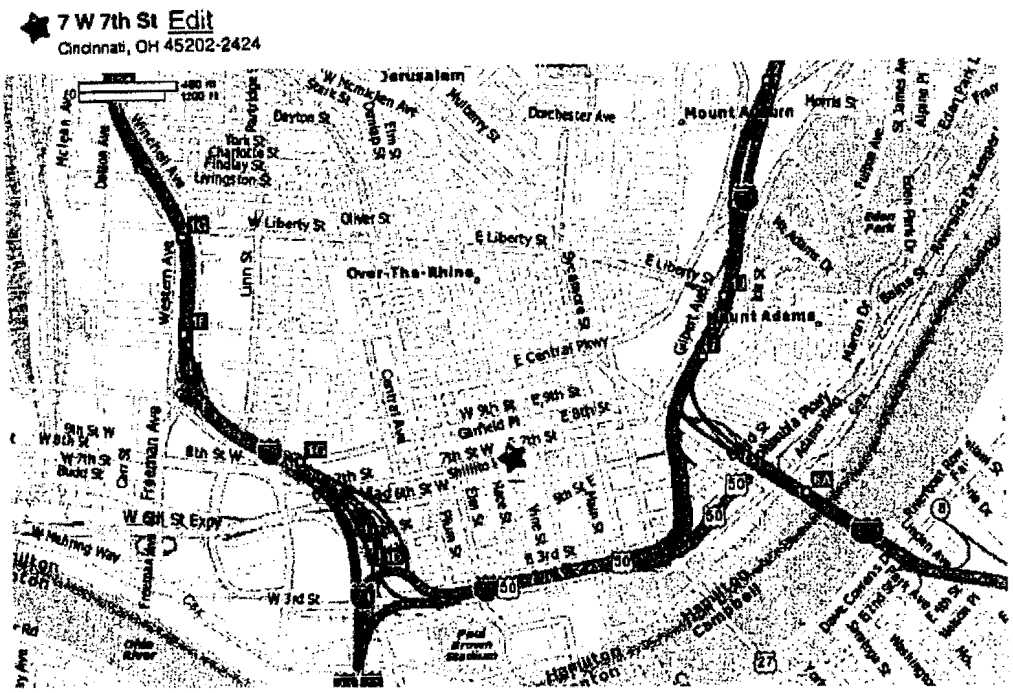

BBB AUTO LINE

December 1, 2010

LINDA PETERSON
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1027448 [redacted] vs Ford Motor Corporation 1FTSW2BR3AE[redacted]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

* *Customer Claim Form* (CCF)
* Any documentation submitted by the attorney
* *Agreement to Arbitrate* (except in California);
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

December 1, 2010
Re:W-C2 FRD1027448: [redacted] vs Ford Motor Corporation
1FTSW2BR3AE[redacted]

KAHN & ASSOCIATES
55 PUBLIC SQUARE SUITE 650
CLEVELAND OH 44113

Dear J. Daniel Sharville:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

* *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
* *Agreement to Arbitrate* - The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
* *Customer Claim Form* (CCF) – Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and return the *CCF* to us with any necessary corrections or additions.
* *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

_X_ No further documentation is required at this time
____ Repair orders relating to the complaints(s)
____ The vehicle's current registration
____ The purchase contract or lease agreement
____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 12/01/2010 Case Number: FRD1027448
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 OH 1FTSW2BR3AE[redacted]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : F-250 Truck
Year : 2010

All parties named above submit to arbitration the following:

* Vehicle stalls

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase/Replacement
Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1027448
Customer Name: [redacted]
VIN: 1FTSW2BR3A[redacted]

Start Date: 12/01/10
State: OH
Probable Hearing Location: Cincinnati

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To: Completed by: _____ Date: ___/___/___
BBB AUTO LINE Future contact: _____
Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

December 1, 2010

LINDA PETERSON
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1027448 [redacted] vs Ford Motor Corporation 1FTSW2BR3AE[redacted]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form* (*CCF*), and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

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KAHN & ASSOCIATES
L.L.C.

CORPORATE HEADQUARTERS
55 Public Square • Suite 650 • Cleveland, Ohio 44113
Phone: (216) 621-6101 • Fax: (216) 621-6006
www.KahnandAssociates.com

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

NEW JERSEY
Michael Power (NJ Lic.)
NORTH CAROLINA
PENNSYLVANIA
TENNESSEE
TEXAS
VIRGINIA

November 29, 2010

FRD1027498
WRTGC

VIA FACSIMILE

BBB Auto Line
Council of BBB, Inc.
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 2220 3

Re:	**Request for Arbitration**
Our Client:	[redacted]
Vehicle:	**2010 Ford F250**
Date of Purch/Lease:	**July, 2010**
VIN:	**1FTSW2BR3A[redacted]**
Place of Purchase:	**Lebanon Ford-Lincoln Lebanon Ohio**

Dear Sir/Madam:

Please be advised that this office has been retained by Mr. & Mrs [redacted] regarding the above-referenced vehicle which was obtained from Lebanon Ford-Lincoln (Lebanon, Ohio). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

Pursuant to the Ohio Lemon Law, this letter is being sent as a formal request for arbitration. Ford Motor Company has designated BBB Auto Line as the entity to which this request should be addressed.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Engine; and
2. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

The supporting documents regarding this claim are enclosed and listed below. These include:

1. BBB Customer Claim Form;

2. All Repair/Warranty Invoices in consumer's possession;
3. Dealer Purchase/Lease Agreement; and/or
4. Bank Finance/Lease Agreement; and/or
5. OhioRegistration.

All recall items affecting this vehicle, any and all service bulletins pertaining to same, as well as the contents of all invoices, are incorporated as complaints herein by reference.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code. Pursuant to those laws, our client is entitled to the choice of either a replacement vehicle or a full refund of the purchase price and incidental damages, collateral charges and attorney's fees.

DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE. **If an inspection is requested, please contact this office to arrange for same.**

Sincerely,

KAHN & ASSOCIATES, L.L.C.

J. Daniel Scharville
Attorney for Troy and Missy Black

Encl.
cc: Troy and Missy Black

BBB CUSTOMER CLAIM FORM

Case Number :
Contact Date :
Start Date :

Customer Name & Address

[redacted]
Cleveland, Ohio [redacted]

Day Phone: [redacted]
Fax Number: [redacted]

BBB Hearing Site

BBB of Cincinnati
7 West 7th Street, Suite 1600
Cincinnati, OH 45202

Evening Phone:
E-Mail Address

Vehicle Information

Make / Model / Year: Ford / F250 / 2010 Current Mileage: 6,000

Vehicle Identification Number : 1FTSW2BR3AE[redacted]

Selling Dealer/City/State : Lebanon Ford-Lincoln / Lebanon / Ohio
Servicing Dealer/City/State :

Purchase/Lease Information *(complete left side if vehicle was purchased, complete right side if vehicle was leased)*

Purchase Date: July, 20 0 Miles at Purchase:
Purchased As: NEW
Is the vehicle in your possession? Yes
Lienholder's Name:
Address:
City/St/Zip:
Phone:

Lease Date: Mileage at Lease:
Leased As:
Is the vehicle in your possession?
Leasing Company's Name:
Address:
City/St/Zip:
Phone:

Vehicle Problem(s)

(SEE ATTACHED)

Resolution Sought

Consumer's choice of Replacement Vehicle or Full Refund plus all Collateral Charges, Incidental Expenses and Attorney's Fees.

Signature of Titled Owner(s): /s/ Attorney for Plaintiff Date: November 29, 2010
Troy and Missy Black

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Vehicle stalls	Lebanon Ford-Lincoln-Mercury		9/7/10 3,857 miles 8 days; 9/13/10 3,993 miles 32 days; 10/13/10 4,101 miles 2 days	

Total days out of service for all problems: 42

Signature of Titled Owner(s) (for) Attorney for Plaintiff Date 11/29/10
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

KAHN & ASSOCIATES, L.L.C.
ATTORNEYS AT LAW

ATTORNEY - CLIENT AGREEMENT

I. GENERAL AGREEMENT

The undersigned, [redacted] (hereinafter called the Client), requests that Kahn & Associates, L.L.C. (hereinafter called the Firm), investigate and/or assert a lemon law and/or warranty claim against Ford Motor Company (hereinafter called the Defendant(s)), for a 2010 Ford F-250 purchased on or about July 2010. The Firm shall perform all reasonable, necessary and usual services in matters of this kind through arbitration/trial, if settlement satisfactory to Client cannot be obtained. In consideration for the Firm's services:

NO GUARANTEE OR WARRANTIES HAVE BEEN MADE REGARDING THE OUTCOME OF THIS MATTER, NOR WHAT AMOUNT, IF ANY, CLIENT MAY RECOVER.

I/WE HAVE READ THE AGREEMENT IN FULL, AND/OR HAVE HAD THE AGREEMENT EXPLAINED TO ME/US, AND I/WE FULLY UNDERSTAND AND AGREE TO THE TERMS.

THIS AGREEMENT SUPERSEDES ALL PREVIOUS AGREEMENTS, IF ANY.

[redacted]

11/12/10
Date

11/12/10
Date

APPROVED BY:

<Responsible_Attorney>, Esq.

STATE OF OHIO - BUREAU OF MOTOR VEHICLES

CERTIFICATE OF REGISTRATION

PLATE NO.: [redacted] REG. DATE 11/05/2010 EXP. DATE: 04/16/2011 ISSUE DATE: 11/05/2010 APP NO.: [redacted]
VALIDATION NO.: [redacted] AGENCY: 8310
OWNER NAME: [redacted] VEHICLE OWNERSHIP: SINGLE USER ID: JC
OLD APP NO.: [redacted]
OWNER ADDR.: [redacted] OLD PLATE: [redacted]
CITY: LEBANON OLD CLASS: PASSENGER
STATE OH ZIP: [redacted]
TAX DISTRICT: TURTLE CREEK TOWNSHIP
COUNTY: WARREN
INSIDE CORP LIMIT: NO VEHICLE CLASS: NON COMM TRUCK
VEHICLE YEAR: 2010 ODOMETER READING: 05
BODY TYPE: TK MAKE: FORD STATE FEES: $9.00
CARRYING CAPACITY: 1500
CERTIFICATE TITLE NO.: [redacted] PLATE TYPE: SUNBURST
VEH. SERIAL NO.: 1FTSW2BR3AE[redacted] REG TYPE: TRANSFER LOCAL TAX: $0.00
PURCHASE DATE: 07/22/2010 REFL./CO. FEE: $0.00
SUSPENSION/REVOCATION: NO DEPUTY FEE: $3.50
PRIOR OPERATION: YES
FEES PAID: YES TOTAL FEES: $12.50

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage.
- PROOF OF COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances*Upon random checks by the Registrar of Motor Vehicles.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license for 90 days on first offense, one year on second offense* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have*A SECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:*AN INSURANCE POLICY showing automobile liability insurance of at least $12,500 bodily injury per person, $25,000 injury two or more persons, and $7,500 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF $30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least $60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of $30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate.

X *SIGNATURE ON FILE*

SIGNATURE OF OWNER(S) DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2913.42.
APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

DO NOT DISCARD.
THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

BMV5101 09/09 CUSTOMER COPY

STATE OF OHIO - BUREAU OF MOTOR VEHICLES

CERTIFICATE OF REGISTRATION

PLATE NO.: [redacted] REG. DATE: 11/05/2010 EXP. DATE: 04/16/2011 ISSUE DATE: 11/05/2010 APP NO.: [redacted]
VALIDATION NO.: [redacted] AGENCY: 8310
OWNER NAME: [redacted] VEHICLE OWNERSHIP: SINGLE USER ID: JC
OLD APP NO.: [redacted]
OLD PLATE: [redacted]9
OLD CLASS: PASSENGER

VEHICLE CLASS: NON COMM TRUCK
VEHICLE YEAR: 2010 ODOMETER READING: 05
BODY TYPE: TK MAKE: FORD STATE FEES: $9.00
CARRYING CAPACITY: 1500
CERTIFICATE TITLE NO.: [redacted] PLATE TYPE: SUNBURST
VEH. SERIAL NO.: 1FTSW2BR3A[redacted] REG TYPE: TRANSFER LOCAL TAX: $0.00
PURCHASE DATE: 07/22/2010 REFL./CO. FEE: $0.00
SUSPENSION/REVOCATION: NO DEPUTY FEE: $3.50
PRIOR OPERATION: YES
FEES PAID: YES TOTAL FEES: $12.50

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- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license for 90 days on first offense, one year on second offense* Lose his or her license plates and vehicle registration*Pay reinstatement fees of $100.00 on first offense, $300.00 for second offense, and $600.00 for third and subsequent offenses*Pay a $50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
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I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate.

X *SIGNATURE ON FILE*

SIGNATURE OF OWNER(S) DATE

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APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

DO NOT DISCARD.
THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

BMV5701 09/09 CUSTOMER COPY WITHOUT ADDRESS

CHASE

PROMISSORY NOTE AND SECURITY AGREEMENT - CONSUMER PAPER

Borrower Name: [redacted] Co-Borrower Name [redacted]
Address (Include County and Zip Code): [redacted] Address (Include County and Zip Code):
[redacted]
LEBANON, OH [redacted]
Date 07/22/10

Lender:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, Ohio 43240

WHO IS BOUND: You, meaning each person who signs this Note and Security Agreement ("Agreement"), are jointly and severally liable to us for any amount due on it. In this Agreement "we", "us" and "our" mean JPMorgan Chase Bank, N.A.

NATURE OF AGREEMENT: ☐ If this box is checked, this is a simple interest agreement WITH a "Balloon Payment" as the last scheduled payment. If this box is not checked, this is a simple interest agreement WITHOUT a "Balloon Payment" as the last scheduled payment.

DESCRIPTION OF VEHICLE:

New or Used	Year	Make and Model	Vehicle ID No.	Use For which Purchased
NEW	2010	FORD F250 4X4	1FT7W2BA3A[redacted]	XX Personal ___ Business

e = estimate

FEDERAL TRUTH-IN-LENDING DISCLOSURES:

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.
6.25%	$ 9,521.16 e	$ 49,019.16	$ 58,540.32 e

PAYMENT SCHEDULE: Your payment schedule will be 71 payments of $ 813.36 on the same date of each month starting on 09/01/10 and one final payment of $ 813.32 on 07/21/16 (estimated date).
PREPAYMENT: If you pay off this loan early you may have to pay a penalty.
SECURITY: You are giving us a security interest in the motor vehicle being purchased including any accessories, equipment and replacement parts installed in the vehicle (as further described on the next page).
LIEN FILING FEE: $ N/A
LATE FEE: If a payment is more than 10 days late, you will be charged 5% of the full amount of the installment due or $23.00, whichever is greater.
OTHER TERMS: Please read this Agreement for additional information on security interest, nonpayment, default, prepayment penalties, and our right to require repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Loan Origination Fee:			$ 125.00
Amounts Paid to Others on Your Behalf:			
To: FRANKLIN FORD LINCOLN INC.			$ 46,467.68
To: STATE OF OHIO	For: SALES TAX		$ 2,551.48
To:	For:		$ N/A
To:	For:		$ N/A
Principal Balance:			$ 49,214.16
Minus Prepaid Finance Charge (Loan Origination Fee):			$ 195.00
Amount Financed:			$ 49,019.16

*The Dealer listed above may retain, or receive, a portion of these amounts.

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. THE INSURANCE LISTED BELOW ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS THE APPLICABLE BOX IS CHECKED AND 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 have any of the questions for the terms and provisions listed below, please check the applicable box and sign below:
☐ Credit Life Insurance (Borrower only) ☐ Joint Credit Life Insurance ☐ Credit Disability Insurance (Borrower only) ☐ Other: ___
Name of Insurer(s): Central States Health & L Address: P.O. BOX 2450 OMAHA NE 68134

To: LEAGUON FORD LINN INC.		$ [illegible]
To: STATE OF OHIO	For: SALES TAX	$ 2,331.74
To:	For:	$ N/A
To:	For:	$ N/A
Principal Balance:		$ 49,214.16
Minus Prepaid Finance Charge (Loan Origination Fee):		$ 195.00
Amount Financed:		$ 49,019.16

*The Dealer listed above may retain, or receive, a portion of these amounts.

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. THE INSURANCE LISTED BELOW ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS THE APPLICABLE BOX IS CHECKED AND 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 any of the insurances for the terms and premiums listed below, please check the applicable box and sign below:

☐ Credit Life Insurance (Borrower only) ☐ Joint Credit Life Insurance ☐ Credit Disability Insurance (Borrower only) ☐ Other: _____

Name of Insurer(s): Central States Health & L Address: P.O. BOX 3450 OMAHA NE 68134

Credit Life: Term: ___ Premium $ ___ Joint Credit Life: Term: ___ Premium $ ___

Credit Disability: Term: ___ Premium $ N/A Other: ___ Term: ___ Premium $ N/A

**See additional credit insurance disclosure below.

X _____ Borrower Signs Date X _____ Co-Borrower Signs Date

OPTIONAL GUARANTEED AUTO PROTECTION (GAP) COVERAGE: Gap coverage is not required to obtain credit and you may purchase it from any company you want which is authorized to sell such coverage and is acceptable to us. You may elect to purchase Gap coverage under this Agreement by signing below and agreeing to pay the additional cost for such coverage. The contract issued by the Gap company will describe the terms and conditions of this coverage.

I request optional Gap coverage at a cost of $ 699.00

The name of the Gap company is THE ONE GAP (Name) of 483 SOUTH KIRKWOOD RD, PMB #71 KIRKW (Home Office Address)

X _____ 07/22/10 Borrower's Signature Date X _____ 07/22/10 Co-Borrower's Signature Date

PROMISE TO PAY: You promise to pay us, in installments as shown above, the Principal Balance of $ 49,214.16 plus a Finance Charge determined by interest; a Loan Origination Fee ("Prepaid Finance Charge") of $ 195.00 and a Finance Charge determined by applying each day to the unpaid amount of the Principal Balance a daily rate of 1/365th (1/366th in a leap year) of the base rate of 3.890 % ("Base Rate"). If a Prepaid Finance Charge has been paid, the Base Rate will be lower than the Annual Percentage Rate. If no Prepaid Finance Charge has been paid, the Base Rate will be equal to the Annual Percentage Rate. You agree that the Finance Charge will begin to accrue as of the Contract Date shown above.

BALLOON PAYMENT: IF THIS AGREEMENT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS PARAGRAPH APPLIES. THIS AGREEMENT 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. The paragraph on the reverse side of this Agreement entitled "Balloon Payment Options" applies and the following are the readings and/or charges referred to in the "Balloon Payment Options" paragraph: (1) the maximum allowable odometer reading is N/A; (2) the charge per extra mile over the maximum allowable mileage is N/A and (3) the disposition fee is N/A.

WHEN AND WHERE LOAN IS MADE: The loan is made in Ohio when we accept a completed Agreement, signed by you, in Ohio and we pay out the loan proceeds. If applicable, you authorize us to transmit the Amount Financed to the dealer from whom you are purchasing the vehicle.

WHICH LAW APPLIES: This Agreement is governed by the laws (including, but not limited to, any and all statutes, regulations, interpretations and opinions) of the United States and the State of Ohio for all matters related to interest and the expectation of interest. For all other matters, the Agreement will be governed by the laws of the United States, and the state of residence of the borrower (to the extent that such laws are not preemptied by the laws of the United States).

THIS IS A CONSUMER CREDIT TRANSACTION. CONSUMER NOTE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, YOU HAVE READ IT AND UNDERSTAND IT.

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

LEBANON
Ford • Lincoln • Mercury

770 Columbus Ave. - Lebanon, OH 45036
(513) 932-1010 - Fax: (513) 932-0832

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Mon, Tues, Wed & Fri
7:30 a.m. to 8:00 p.m. Thurs

R/O Open Date	R/O Number
9/07/10	6020088
R/O Close Date	Status
9/08/10	Pre-Invoi
Mileage In	Mileage Out
3857	3859
Service Advisor / Tech #	
Tom Komisar/345	

[redacted]
LEBANON, OH [redacted]

Work Phone [redacted]
Home Phone [redacted]

Vehicle Identification Number: 1FTSW2BR3AE[redacted]

Year	Make	Model	Body	Color	License Number
2010	FORD	F250 4X4	CREW CAB PICKUP/1	WHITE	

Delivery Date: 7/22/10
In Service Date: 7/22/10

100595

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 12FOZ: DRIVABILITY CONCERNS TOW IN--CUST STATES VEH STALLED/NOW CRANKS BUT WONT START/CUST STATES VEH WILL CRANK FOR AT LEAST 30 SECONDS AFTER RELEASING KEY Caused by FRP SENSOR SHORTED OUT Work performed by Mike Smith (954) Installed 8C3Z 9G756 A :SENSOR - FUEL INJECTOR PRE Qty: 1 VERIFIED CONCERN CRANK NO START PERFORMED EEC TEST KOEO PASS KOEC P2291 KOER P1000 PERFORMED INJECTOR SELF TEST PASS CHECK FUEL QUALITY GOOD PERFORMED ELECTRIC FUEL PUMP PRESSURE TEST 7PSI CHECK FOR FUEL INLET RESTRICTION 3 PERFORMED INJECTOR PORT LEAK TEST PASS NO LEAK PRESENT REMOVED LEFT AND RIGHT SIDE VALVE COVERS PERFORMED HIGH PRESSURE FUEL SYSTEM TEST PASS NO LEAKS PERFORMED HIGH PRESSURE PUMP LEAK TEST OK NO LEAKS CHECK FUEL SYSTEM FOR DEBRIS NONE PRESENT PERFORMED RELATIVE COMPRESSION TEST CYL 2=1% ALL OTHERS 0% PERFORMED DIESEL PINPOINT TESTS M1-M11 MONITOR FRP SENSOR MONITOR ALL OTHER PIDS RPM ETC 260 FRP LOW WHEN CRANKING 230PSI REPLACED FRP SENSOR SHORTED OUT READING INCORRECT BLEED HIGH PRESSURE FUEL SYSTEM REINSTALLED VALVE COVERS CLEAR DTC CODES RETEST DROVE RETEST EEC SYSTEM PASS	Warranty Warranty
#2 - 99FOZ99P: PERFORM MULTI-PT INS PERFROM MULTI-POINT INSPECTION (REPORT CARD) Sub Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

LEBANON

Ford • Lincoln • Mercury

770 Columbus Ave. - Lebanon, OH 450[illegible]
(513) 932-1010 - Fax: (513) 932-0632

SERVICE DEPARTMENT HOURS
7:30 a.m. to 9:00 p.m.
Mon, Tues, Wed & Fri
7:30 a.m. to 6:00 p.m. Thurs

R/O Open Date	R/O Number
9/07/10	6020088
R/O Close Date	Status
9/08/10	Pre-Invoi
Mileage In	Mileage Out
3857	3859
Service Advisor / Tag #	
Tom Komisar/345	

[redacted]
LEBANON, OH [redacted]

Work Phone: [redacted]
Home Phone: [redacted]

Vehicle Identification Number: 1FTSW2BR3AE[redacted]
Delivery Date: 7/22/10
In Service Date: 7/22/10

Year	Make	Model	Body	Color	License Number
2010	FORD	F250 4X4	CREW CAB PICKUP/1	WHITE	

100595

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Sub Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you, or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X Mari Blick

email please

LEBANON
Ford • Lincoln • Mercury
770 Columbus Ave. - Lebanon, OH 45036
(513) 932-1010 - Fax: (513) 932-0632

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:00 p.m.
Mon, Tues, Wed & Fri
7:30 a.m. to 8:00 p.m. Thurs

R/O Open Date	R/O Number
9/07/10	6020088/1
R/O Close Date	Status
9/14/10	Reprint
Mileage In	Mileage Out
3857	3859
Service Advisor / Tag #	
Tom Komisar/345	

[redacted]
LEBANON, OH [redacted]

Work Phone: [redacted]

Vehicle Identification Number: 1FTSW2BR3AE[redacted]

Delivery Date	In-Service Date
7/22/10	7/22/10

Year	Make	Model	Body	Color	License Number
2010	FORD	F250 4X4	CREW CAB PICKUP/1	WHITE	

100595

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 12FOZ: DRIVABILITY CONCERNS TOW IN--CUST STATES VEH STALLED/NOW CRANKS BUT WONT START/CUST STATES VEH WILL CRANK FOR AT LEAST 30 SECONDS AFTER RELEASING KEY Caused by FRP SENSOR SHORTED OUT Work performed by Mike Smith(954) Installed 8C3Z 9G756 A :SENSOR - FUEL INJECTOR PRE Qty: 1 VERIFIED CONCERN CRANK NO START PERFORMED EEC TEST KOEO PASS KOEC P2291 KOER P1000 PERFORMED INJECTOR SELF TEST PASS CHECK FUEL QUALITY GOOD PERFORMED ELECTRIC FUEL PUMP PRESSURE TEST 7PSI CHECK FOR FUEL INLET RESTRICTION 3 PERFORMED INJECTOR PORT LEAK TEST PASS NO LEAK PRESENT REMOVED LEFT AND RIGHT SIDE VALVE COVERS PERFORMED HIGH PRESSURE FUEL SYSTEM TEST PASS NO LEAKS PERFORMED HIGH PRESSURE PUMP LEAK TEST OK NO LEAKS CHECK FUEL SYSTEM FOR DEBRIS NONE PRESENT PERFORMED RELATIVE COMPRESSION TEST CYL 2=1% ALL OTHERS 0% PERFORMED DIESEL PINPOINT TESTS M1-M11 MONITOR FRP SENSOR MONITOR ALL OTHER PIDS RPM ETC 260 FRP LOW WHEN CRANKING 230PSI REPLACED FRP SENSOR SHORTED OUT READING INCORRECT BLEED HIGH PRESSURE FUEL SYSTEM REINSTALLED VALVE COVERS CLEAR DTC CODES RETEST DROVE RETEST EEC SYSTEM PASS	Warranty Warranty
#2 - MR 99FOZ99F: PERFORM MULTI-PT INS PERFROM MULTI-POINT INSPECTION (REPORT CARD) Sub Total: Labor: .00 Parts: .00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

LEBANON
Ford • Lincoln • Mercury
770 Columbus Ave. - Lebanon, OH 45036
(513) 932-1010 - Fax: (513) 932-0632

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Mon, Tues, Wed & Fri
7:30 a.m. to 8:00 p.m. Thurs

R/O Open Date	R/O Number
9/13/10	6020331/
R/O Close Date	Status
10/14/10	Pre-Invoice
Mileage In	Mileage Out
3993	4002
Service Advisor / Tag #	
Tom Komisar/020	

[redacted] [redacted]
LEBANON, OH [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FTSW2BR3A[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	7/22/10 / 7/22/10

Year	Make	Model	Body	Color	License Number
2010	FORD	F250 4X4	CREW CAB PICKUP/1	WHITE	

100595

DESCRIPTION OF SERVICE AND PARTS			AMOUNT
#1 - 12FOZ: DRIVABILITY CONCERNS			
TOW IN--CUST STATES VEH LOST POWER AND STALLED			
Caused by			
HIGH PRESSURE FUEL PUMP ASSY CAUSING METAL DEBRIS			
IN FUEL SYSTEM ETC HOTLINE ID#104052238 PRIOR			
APPROVAL CODE PAAEW....TECH COMMENTS WILL NOT			
ALL FIT WILL NEED TO FAX COPIES TO FORD.....			
Work performed by Mike Smith (954)			Warranty
Installed W302494 :NUT	Qty: 8		Warranty
Installed W302649 :BOLT	Qty: 8		Warranty
Installed 8C3Z 6N640 B :GASKET	Qty: 1		Warranty
Installed 8C3Z 6N640 A :GASKET	Qty: 2		Warranty
Installed FD 4609 :ELEMENT	Qty: 1		Warranty
Installed FL 2016 :KIT - ELEMENT & GASKET - OIL F	Qty: 1		Warranty
Installed XO 15W40 QSD :OIL - ENGINE	Qty: 15		Warranty
Installed W302474 :WASHER	Qty: 4		Warranty
Installed VC 7 B :ANTI-FREEZE	Qty: 3		Warranty
Installed 8C3Z 9T514 C :KIT - HARDWARE	Qty: 1		Warranty
Installed 7C3Z 6A231 AC :CLAMP	Qty: 1		Warranty
Installed 7C3Z 6L612 B :GASKET	Qty: 1		Warranty
Installed W712879 S439 :BOLT W	Qty: 8		Warranty
Installed 8C3Z 9N104 B :TUBE - FUEL FILTER TO FUEL	Qty: 1		Warranty
Installed 8C3Z 9B337 A :PIPE - FUEL	Qty: 1		Warranty
Installed 8C3Z 9N103 B :COOLER ASY - FUEL	Qty: 1		Warranty
Installed 8C3Z 9T287 AA :MANIFOLD ASY - FUEL SUPPL	Qty: 1		Warranty
Installed 8C3Z 9T287 BA :MANIFOLD ASY - FUEL SUPPL	Qty: 1		Warranty
Installed 8C3Z 9B527 A :KIT - FUEL INJECTION	Qty: 4		Warranty
Installed 8C3Z 9A543 B :PUMP ASY - FUEL INJECTION	Qty: 1		Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limits for contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

LEBANON

Ford • Lincoln • Mercury

770 Columbus Ave. - Lebanon, OH 45033
(513) 932-1010 - Fax: (513) 932-0632

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Mon, Tues, Wed & Fri
7:30 a.m. to 6:00 p.m. Thurs

R/O Open Date	R/O Number
9/13/10	6020331/
R/O Close Date	**Status**
10/14/10	Pre-Invoic
Mileage In	**Mileage Out**
3993	4002
Service Advisor / Tag #	
Tom Komisar/020	

[redacted]
LEBANON, OH [redacted]

Work Phone	Vehicle Identification Number	
[redacted]	1FTSW2BR3A[redacted]	
	Delivery Date	**Date**
	7/22/10	[redacted]0

Year	Make	Model		Color	Number
2010	FORD	F250 4X4	CREW C[redacted]CKUP/1	WHITE	[redacted]

100595

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Installed 8C3Z 9E527 A :KIT - FUEL INJECTION	Qty: 4	Warranty
Installed 8C3Z 9G805 B :COVER - FUEL PUMP	Qty: 1	Warranty
Installed TA 3[illegible] :SEALANT - SILICONE	Qty: 1	Warranty
Installed 8C3Z 6N640 B :GASKET	Qty: 1	Warranty

VERIFIED CONCERN CRANK NO START PERFORM EEC TEST K
OEO PASS KOEC P2291 KOER P1000 PERFORM INJECTOR SE
LF TEST PASS MONITOR PID DATA RPM 350 CHECK FUEL F
OR CONTAMINATION OK CHECK ELECTRIC FUEL PUMP PRESS
URE 7PSI CHECK FUEL PUMP INLET RESTRICTION 2 PERFO
RM FUEL INJECTOR RETURN PORT LEAK TEST NO EVIDENCE
OF INJECTORS LEAKING ON RETURN PORTS CRANK ENGINE
AND MONITOR FRP SENSOR PSI 230 LOW CHECK FOR COMBU
STION GAS IN LEFT AND RIGHT FUEL RAILS PASS NO EVI
DENCE OF EXHAUST GASSES IN SYSTEM REMOVE RIGHT AND
LEFT V/COVERS PERFORM INVERSE FUEL INJECTOR LEAK T
EST CYL#8 INJECTOR FAILS TEST LEAKING AND CAUSING
LOW FUEL PRESSURE WHEN CRANKING ALSO FOUND METAL D
EBRIS AT #8 INJ FUEL INLET FOUND METAL DEBRIS IN F
UEL SYST COOLER CHECK ENTIRE FUEL SYSTEM FOR DEBRI
S PERFORM H/P FUEL INJ PUMP LEAK TEST FAILS LOW PS
I OUTPUT METAL DEBRIS CHECK FUEL SYS FOR LEAKS NON
E FOUND RELATIVE COMP TEST ALL CYLS 0% PPT M1-M15
REPLACE ALL 8 INJECTORS FUEL RAILS LINES COOLER DU
E TO DEBRIS PER HOTLINE ID#104052238 APPR PAAEW

~~#2 - 90FOSTAP9 - LOANER PROVIDE LOANER VEHICLE FOR CUSTOMER~~

CRM TRUCK RENTAL FOR SUPER DUTY CUSTOMER		
Work performed by Mike Smith	(954)	Warranty
Work performed by 1274 :		Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in carte shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

LEBANON

Ford • Lincoln • Mercury

770 Columbus Ave. - Lebanon, OH 45036
(513) 932-1010 - Fax: (513) 932-0632

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Mon, Tues, Wed & Fri
7:30 a.m. to 8:00 p.m. Thurs

R/O Open Date	R/O Number
9/13/10	60203[illegible]/3
R/O Close Date	Status
10/14/10	Pre-Invoice
Mileage In	Mileage Out
3993	4002
Service Advisor / Tag #	
Tom Komisar/020	

[redacted]
LEBANON, OH [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FTSW2BR3AE[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	7/22/10 / 7/22/10

Year	Make	Model	Body	Color	License Number
2010	FORD	F250 4X4	CREW CAB PICKUP/1	WHITE	

100595

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Work performed by 1079 : LOANER CAR APPROVED BY FORD P11 AUTH CODE #M13KH PER CUST CARE TEAM AT FORD $1290.00	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

WARRANTY REPAIR ORDER

Work Phone	R/O Open Date	R/O Number
513-695-1280	10/13/10	60215447
Home Phone	R/O Close Date	Cross Reference #

[redacted]
LEBANON, OH [redacted]

Body	Mileage In	Mileage Out
CREW CAB PICK	4101	4105

Year	Make	Model	License Number	Service Advisor	
2010	FORD	F250 4X4		Tom Komisar	478

Vehicle Identification Number	Color	Delivery Date	In-Service Date
1FTSW2BR3AE[redacted]	WHITE	7/22/10	7/22/10

100595

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
#1 - 12FOZ: DRIVABILITY CONCERNS TOW IN--CUST STATES VEH STALLED WHILE DRIVING NOW CRANKS BUT WONT START--SEE HIST Cause: FUEL TANK SENDING UNIT Tech: 954/6954 0.00hrs @ .0		.00
Part: 8C3Z 9275 T:SENDER ASY - FUEL TANK 8 1	144.46	202.24
Part interchanges with part# PS423 Purchase Order 7010326:WILCOX WAREHOUSE TOW IN VERIFIED NO START EEC TEST RETRIEVED DTC P2 291 FUEL PRESS TEST @ 831 PSI (LOW), CHECKED FUEL LEVEL TANK EMPTY FUEL GAGE READS OVER 1/4 TANK REM OVED TANK PIN-POINT TESTED SENDER-WOULD NOT READ UNDER ANY LOWER THAN 28% REPLACED SENDED INSTALLED TANK FILL W/ FUEL WHILE MONITOEING FUEL LEVEL PID VERIFIED REPAIR		
Sub-Total Parts: 144.46 202.24		
#2 - 50FOZTAP9: LOANER PROVIDE LOANER VEHICLE FOR CUSTOMER		

ACCOUNT #			
	LABOR		.00
	PARTS	144.46	202.24
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	144.46	202.24

"I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this claim contains no parts repaired or replaced that are connected in any way with any accident, negligence, or abuse."

X _____

BBB AUTO LINE
Customer Claim Form

Case number: FRD1027448
Contact Date: 10/14/10
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: LEBANON State: OH Zip code: [redacted]

Day phone: Evening phone: Cell phone:

Fax: E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Year: 0 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , ,

Primary Servicing dealer/city/state: ,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☐ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number**_____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Ohio

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims covered by the Ohio lemon law must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

Claims not covered by the Ohio lemon law and seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims not covered by the Ohio lemon law and seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- Currently registered in Ohio; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Ohio lemon law **or** meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Ohio lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

Repurchase of an Owned Vehicle

Ford will refund the following amounts when repurchasing an owned vehicle:

1. The contract price for the motor vehicle, including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation and delivery charges;

2. All finance, credit insurance, warranty and service contract charges incurred by the customer;

3. All sales tax, license and registration fees, and similar government charges;

4. All incidental damages, including but not limited to
   - any reasonable fees charged by the lender for making or canceling the loan; and
   - any expenses incurred by the customer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging.

Repurchase of a Leased Vehicle

Ford will refund the following amounts when repurchasing a leased vehicle:

1. Capitalized cost reduction, security deposit, taxes, title fees, all monthly lease payments, the residual value of the vehicle, and all finance, credit insurance, warranty, and service contract charges incurred by the customer; and

2. All incidental damages, including but not limited to
   - any reasonable fees charged by the lessor for making or canceling the lease; and
   - any expenses incurred by the customer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging.

Replacement

Ford will replace the vehicle with a new vehicle from dealer inventory acceptable to the customer.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator finds that the claim meets all elements of the Ohio lemon law, the award will not be reduced or require payment for the customer's use of the vehicle.

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Ohio lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase** in a claim that does **not** meet all elements of the Ohio lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

STANDARDS OF THE OHIO LEMON LAW

The following is a brief explanation of most relevant provisions of the Ohio lemon law. The complete text of the lemon law can be found at Ohio Rev. Code Ann. Sec. 1345.71 *et seq.*

VEHICLES COVERED

The Ohio lemon law covers (1) a passenger car, (2) a noncommercial motor vehicle, or (3) those parts of any motor home that are not part of the permanently installed facilities used for cold storage, cooking, eating and sleeping.

A "passenger car" is any motor vehicle that is designed and used for carrying not more than nine persons and includes any motor vehicle that is designed and used for carrying not more than fifteen persons in a ridesharing arrangement. Guidance from the Attorney General's Office indicates that a pick-up truck used exclusively for business purposes is not covered by the lemon law.

A "noncommercial motor vehicle" is any motor vehicle, including a farm truck, that is designed by the manufacturer to carry a load of no more than one ton and is used exclusively for purposes other than engaging in business for profit.

CONSUMERS COVERED

The lemon law covers the following "consumers":

1. The purchaser, other than for purposes of resale, of a motor vehicle;
2. Any lessee of a motor vehicle for 30 days or more while title remains in the name of a person other than the user;
3. Any person to whom the vehicle is transferred during the duration of the manufacturer's written vehicle warranty; and
4. Any other person entitled by the terms of the warranty to enforce the warranty.

The lemon law appears to cover a subsequent transferee if the vehicle is acquired during the warranty period.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any "nonconformity", which it defines as a defect or condition that:

1. Substantially impairs the use, value, or safety of a motor vehicle to the consumer; and
2. Does not conform to the express written warranty of the manufacturer or distributor.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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The lemon law provides the manufacturer an affirmative defense if the manufacturer can show that the nonconformity is the result of abuse, neglect, or unauthorized modification or alteration of the passenger motor vehicle by anyone other than the manufacturer, its agent or authorized dealer.

MANUFACTURER'S DUTY TO REPAIR

If a vehicle does not conform to the manufacturer's written new vehicle warranty and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the period of one year following the date of original delivery or during the first 18,000 miles of operation – whichever is earlier – the manufacturer, its agent or authorized dealer must make any repairs necessary to conform the vehicle to the warranty. Repairs must be made even after the expiration of the one year or 18,000 mile period.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or dealer is unable to conform the vehicle to the manufacturer's written vehicle warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must (at the consumer's option) replace the vehicle with a new vehicle acceptable to the consumer or repurchase the vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The lemon law establishes a presumption for determining whether the manufacturer had a reasonable number of attempts to repair. Case law[1] interprets the lemon law's presumption as establishing a definition that a reasonable number of repair attempts has been made if, during the period of one year following the date of original delivery or during the first 18,000 miles of operation, whichever is earlier, any of the following occurs:

1. Substantially the same nonconformity has been subject to repair three or more times and either continues to exist or recurs;
2. The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days;
3. There have been eight or more attempts to repair any nonconformity; or
4. There has been at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs.

DISPUTE RESOLUTION

The lemon law provisions authorizing a civil action under the lemon law do not apply to a consumer who has not first used an informal dispute settlement mechanism if:

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[1] *Royster v. Toyota Motor Sales, U.S.A., Inc.*, 92 Ohio St. 327, 750 N.E.2d 531 (2001); *Temple v. Fleetwood Enterprises, Inc.*, 133 Fed. Appx. 254, 2005 U.S. App. LEXIS 9992 (6th Cir. 2005).

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1. The mechanism qualifies under rules promulgated by the Attorney General; and
2. The consumer receives timely notification, in writing, of the availability of the mechanism, along with a description of its operation and effect.

If a qualified mechanism does not exist, if the consumer is dissatisfied with the decision produced by a qualified mechanism, or if the manufacturer, its agent or authorized dealer fails to promptly fulfill the decision, the consumer may bring a civil action in court.

TIME PERIOD FOR FILING CLAIMS

An action must be commenced within five years of the date of the vehicle's original delivery (to the consumer[2]). The statute of limitations does not run for the period beginning on the date that a complaint is filed with an informal dispute settlement mechanism and ending on the date of the mechanism's decision.

[2] *Curl v. Volkswagen of America, Inc.*, 2005 Ohio 6420 (Ohio Ct. App. 2005).

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details | Attachments: 0

Report# :	AITEC007 NHL			**Received:**	09/20/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BR3AE[redacted]			**Build Date:**	01/11/2010
Odometer :	3,993 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 02019 Lebanon Ford, Inc.			**Phone#:**	(513) 932-1010
City:	Lebanon	**State:**	Ohio	**Country :**	USA

Originator: MICHAEL SMITH

Symptom: 6 07 5 93 DRVABL,STALL/QUITS,ACCELERATION,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: METAL IN FUEL SYSTEM

Fix: **Causal Component :**

Condition Code:

Hotliner: NPETER25 **Phone:** 000 337-4487 **Regn Cd:** G3 Cincinnati

Engineering: **Phone:** **TAR:**

Dlr Contact: MICHAEL SMITH **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC: P2291 P0087
KOER:

Comments:

REPAIR 09/20/2010 01:58PM NANCY PETERSEN MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: CUSTOMER STATES VEHICLE LOST POWER AND
STALLED VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE:
NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: FRP SENSOR READS 230 PSI WITH ENGINE CRANKING. SEVERAL FUEL INJECTORS LEAKING FUEL WHEN CRANKING, ENGINE WILL NOT START. VEHICLE TOWED TO SHOP QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: HIGH PRESSURE PUMP NEEDS REPLACED PER TEST RESULTS AND METAL CONTAMINATION IN FUEL SYSTEM QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: FUEL CONDITION IS GOOD WITH NO SIGNS OF WATER . ENGINE OIL IS FULL AND OK-STILL ON ORIGINAL OIL- DUE TO LOW MILES QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: LOW PRESSURE FUEL SYSTEM=7 PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: NO EVIDENCE OF AIR IN FUEL
SYSTEM QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: EVIDENCE OF METAL DEBRIS IN SECONDARY FUEL FILTER HOUSING AND IN FUEL COOLER QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER: 0.50 VOLTS, NO FLUCTUATIONS QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER: P2291 P0087 PARTS REQUESTED: 6.4 HP PUMP - USE SECONDARY P&A CODE: 02019 RO#: 6020331 RO DATE: 09/13/2010 RO LINE#: 1 CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM 09/20/2010 01:58PM NANCY PETERSEN MSS - FCSD - TECH SVC HOTLINE
MICHAEL, METAL DEBRIS IN THE SECONDARY FUEL FITLER AND THE FUEL COOLER ARE CONSIDERED NORMAL DUE TO MACHINING PROCESSES. THE DEBRIS IN THE SECONDARY FUEL FILTER HOUSING CANNOT BYPASS THE 4 MICRON FUEL FILTER. IF NOT DONE PREVIOUSLY, RECOMMEND TO RAISE THE REAR OF THE VEHICLE 7 TO 9 INCHES OFF THE GROUND. DISCONNECT CYLINDERS NUMBER 1 AND 2 FUEL INJECTORS FROM THE JUMPER TUBE, CONNECT A RUBBER HOSE, CRANK ENGINE OVER AND DRAIN THE FUEL THROUGH A COFFEE FILTER OR PAINT STRAINER. ALLOW THE FUEL SAMPLE TO DRY. DEBRIS IN THE FUEL SYSTEM CAN BE BEST DESCRIBED AS METALLIC POWDER OR GLITTER. ALSO, PLEASE DISCRIBE WHERE THE INJECTORS ARE LEAKING FROM WHEN CRANKING.

REPAIR 09/23/2010 02:03PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN: DISCONNECTED 1 AND 2 FUEL INJECTORS FROM FUEL RAILS AND CRANKED TO GET A FUEL SAMPLE. FOUND SMALL METALLIC METAL PARTICLES IN FUEL SYSTEM. ALSO CYLINDER NUMBER 8 FUEL INJECTOR IS STICKING OPEN DURING INVERSE INJECTOR TEST. FUEL IS SPRAYING FROM INJECTOR TIP. ALSO FOUND SMALL METALLIC PARTICLES AT INJECTOR 8 FUEL INLET.

RECOMM 09/23/2010 02:03PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE
BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM TARGET=_BLANK>FUEL INJECTORS AND HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM TARGET=_BLANK>HP PUMP. IN ADDITION, IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8

O/~MUS~LEN/19/S8OA0007.HTM TARGET=_BLANK>LP FUEL SYSTEM BLEED AND
THE
HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8
O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE
THE REPAIR IS COMPLETE.

THE TECHNICAL HOTLINE RECOMMENDS THAT
THE DEALER ORDERS THE REQUIRED HIGH PRESSURE FUEL SYSTEM COMPONENTS
EMERGENCY ORDER TO PREVENT EXCESSIVE VEHICLE DOWN TIME. PAAEW

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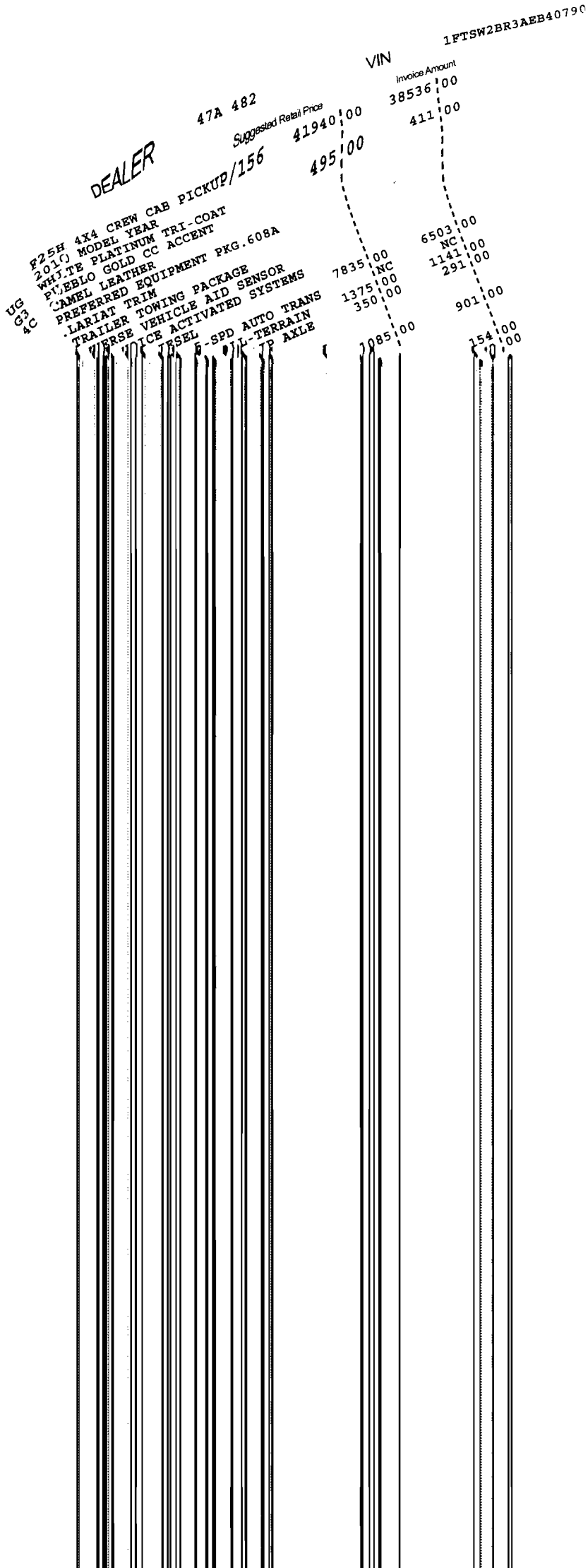
Requester: MMACKIN1
Report Summary
Server: FCWS686

Ford Proprietary, Private

17-Mar-2011
Retention: None



EA11-003 000153LC



All Action Details for Issue

Print

VIN: 1FDWW37R59E[redacted] Year: 2009 Model: F-SERIES SUPER DUTY Case: 447122630
Name: [redacted] Owner Status: Original WSD: 2009-10-22
Symptom Desc: STALL/QUITS DECELERATION ALL ENGINE TEMP Primary Phone: [redacted]
Reason Desc: CRC RELATED - MULTIPLE REPAIR Secondary Phone [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 11/18/2010

Action: FIELD - OPEN REGION ISSUE

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI
Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL
Analyst: MZAYAS2

Action Date: 11/18/2010
Action Time: 14.46.57.548
Action Data: No

Comments CSM MARYSOL X7751 - IBC FROM CUST MR BODIE ADVISING THE VEH HAD TO BE TOWED BACK TO THE DLRSHP AS IT STALLED ON HIM - HE ADVISED THE VEH IS CURRENTLY AT THE DLRSHP WITH INJECTOR CONCERNS - CUST STATED THEY PROVIDED HIM A CAR NOT A TRUCK - ASKED THE CUST HOLD WHILE I CALLED HE DLRSHP = OBC TO DRLSHP SPOKE WITH SA GREG - ADVISED HIM OF MY CONVERSATION WITH THE CUST AND IF HE WOULD PLEASE PLACE THE CUST IN A TRUCK - HE ADVISED HE WOULD - I REQUESTED WE OPEN UP CONTACT WITH HOTLINE - HE STATED THEY WOULD = ADVISED CUST OF MY CONVERSATION WITH SA GREG - ADVISED CUST WE WILL BE EXHAUSTING OUR RESOURCES - CUST STATED FORD NEEDS TO DO SOMETHING WITH THE VEH - ADVISED CUST I WILL NOT BE MEETING THE REQUEST FOR VEH REPLACEMENT OR BUYBACK - ADVISED I WILL KEEP HIM UPDATED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI
Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL
Analyst: MZAYAS2

Action Date: 11/18/2010
Action Time: 14.47.56.614
Action Data: Yes

Comments SCHEDULING F/U FOR 11/23 BY 5:30PM(EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-23-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI
Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL
Analyst: MZAYAS2

Action Date: 11/23/2010
Action Time: 16.08.07.265
Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments OBC TO DLRSHP L/M ON SA GREG'S VM REQUESTING AN UPDATE/STATUS ON THE CASE - ADVISED I HAVE NOT SEEN ANY HOTLINE CONTACT AS OF YET - MONITORING FOR DLRSHP UPDATES - F/U SET FOR 11/26 BY 5:30PM(EST) - OBC TO CUST CHARLES BODIE (SPOUSE) 337-208-7042 - CUST ADVISED THE HE JUST SPOKE WITH SA GREG -HE ADVISED THE VEH HAS NOT BEEN DIAGNOSED AS OF YET - CUST STATED HE WANTS TO KNOW WHAT IS GOING TO HAPPEN - ADVISED CUST I HAVE RECOMMENDED TO THE DLRSHP TO GET THE ENGINEERS INVOLVED BUT TO WHAT EXTENT I COULD NOT SAY - ADVISED I WILL F/U 11/30 BY 5:30(EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-30-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI

Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL

Analyst: MZAYAS2

Action Date: 11/30/2010

Action Time: 14.54.16.214

Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments OBC TO DLRSHP SPOKE WITH SA GREG - HE ADVISED THEY HAVE STARTED DIAGNOSING THE VEH TODAY - THE CAB IS COMING OFF AS SPEAK - HE ADVISED HE SHOULD HAVE MORE INFO FOR ME TOMORROW AFTERNOON = OBC TO CUST CHARLES BODIE (SPOUSE) 337-208-7042 - ADVISED CUST OF MY CONVERSATION WITH SA GREG - ADVISED CUST I WILL F/U 12/3 BY 5:30PM(EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-03-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI

Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL

Analyst: MZAYAS2

Action Date: 12/02/2010

Action Time: 12.16.08.432

Action Data: Yes

Comments OBC TO DLRSHP SPOKE WITH SA GREG - HE ADVISED THE ENGINE CAME IN LAST NIGHT AND THEY ARE WORKING ON THE VEH - SA GREG STATED HE HAS SPOKEN WITH THE CUST IS KEEPING THE CUST UPDATED - SHOULD HAVE THE VEH COMPLETED TOMORROW - ASKED HIM TO PLEASE ADVISED THE CUST I WILL F/U 12/7 BY 5:30PM(EST) TO VERIFY REPAIRS - HE ADVISED HE WOULD

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-07-2010

TIME OF FOLLOW UP (HH:MM): 18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI

Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL

Analyst: MZAYAS2

Action Date: 12/07/2010

Action Time: 14.21.49.870

Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments OBC TO CUST [redacted] - PER CUST THE SHORTBLOCK WAS REPLACED THEN FUEL LEAKS WERE FOUND - VEH STILL AT THE DLRSHP - ADVISED I WILL F/U 12/10 BY 5:30PM (EST) REGARDING STATUS OR REPAIRS

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-10-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED

Dealer: 06503 HIXON AUTOPLEX

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 50000 MI

Comm Type: PHONE

Analyst Name: ZAYAS (MZAYAS2),MARYSOL

Analyst: MZAYAS2

Action Date: 12/08/2010

Action Time: 17.04.54.138

Action Data: Yes

Comments IBC FROM SA GREG ADVISING THE TOTAL RENTAL IS $822.00 - HE PROVIDED RO# 368359 LINE # 05 - PROVIDED P11 APPROVAL CODE M09X9 - HE ADVISED THE VEH IS REPAIRED AND RETURNED TO THE CUST - OBC TO CUST CHARLES BODIE (SPOUSE) 337-208-7042 - L/M ON VM WITH MY CONTACT INFO AND CASE NUMBER TO CALL ME BACK - ADVISED CUST I AM AWARE THE VEH HAS BEEN REPAIRED AND RETURNED TO YOU - ADVISED IF THERE ARE ANY QUESTIONS OR CONCERNS WITH THE REPAIR TO STAY IN TOUCH WITH THE DLRSHP BUT IF NEEDED TO CALL ME BACK - NO FURTHER ACTION REQUIRED - CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	82
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	822
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORDS'S SHARE OF REPAIR COST-P11 ($)	822
CLP FINANCIAL ASSIST DENIED? (Y/N)	N

NONE OF THE ABOVE (Y/N)	N

Ford Confidential

All Action Details for Issue

Print

VIN: 1FDWW37R59E[redacted] Year: 2009 Model: F-SERIES SUPER DUTY Case: 447122630

Name: [redacted] Owner Status: Original WSD: 2009-10-22

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

Primary Phone: [redacted]

Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Secondary Phone: [redacted]

Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE - TOW - WHEEL LIFT

Dealer: 06503 HIXON AUTOPLEX Origin Desc: COACHNET - CAC

Odometer: 046000 MI Comm Type: MAIL

Analyst Name: Analyst: SYSTEM

Action Date: 11/18/2010 Action Time: 20.30.16.170 Action Data: No

Comments 46000 MILES.TOW TO SERVICE.WON'T START OR CRANK.

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All Action Details for Issue

Print

VIN: 1FDWW37R59E[redacted] **Year:** 2009 **Model:** F-SERIES SUPER DUTY **Case:** 447122630
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-10-22
Symptom Desc: RUNS ROUGH ACCELERATION ALL ENGINE TEMP **Primary Phone** [redacted]
Issue Type: 08 RAV **Issue Status:** CLOSED

Action: ESP DIESELCARE
Dealer: 06503 HIXON AUTOPLEX
Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 45889 MI **Comm Type:** MAIL
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 10/04/2010 **Action Time:** 20.00.25.431 **Action Data:** No

Comments reg decl 84/200 0 ded

Ford Confidential

All Action Details for Issue

Print

VIN: 1FDWW37R59E[redacted] Year: 2009 Model: F-SERIES SUPER DUTY Case: 447122630
Name: [redacted] Owner Status: Original WSD: 2009-10-22
Symptom Desc: STALLS/QUITS ACCELERATION Primary Phone: [redacted]
Reason Desc: SUPER DUTY-ECONOLINE Secondary Phone: [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 09/21/2010

Action: SD - AT RISK MULTIPLE REPAIRS
Dealer: 06503 HIXSON AUTOPLEX Origin Desc: CRC TIER ONE - SUPER DUTY E-SERIES
Odometer: 45800 MI Comm Type: PHONE
Analyst Name: RASZIPOVITS, AMY Analyst: ARASZIPO
Action Date: 09/20/2010 Action Time: 12.25.11.644 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: 2009 F350--VEH IS BACK IN THE SHOP--DLR THINKS IT IS FUEL INJECTORS--CUST WAS TOLD BY DLR SINCE VEH IS OUTSIDE OF NVLW, NO RENTAL--FUEL INJECTORS WERE JUST REPLACE IN DECEMBER--VEH IS NOT EVEN A YR OLD YET AND HAS BEEN TO DLR MULTIPLE TIMES FOR ASSORTED ISSUES--CUST SEEKING RENTAL ASSISTANCE--VEH STALLED--VEH IS AT DLR--CUST CONTACT IS MR. BODIE--3372087042--CAN CONTACT ANYTIMEDEALER SAID: HIXSON AUTOPLEX2506 MACARTHUR DRALEXANDRIA, LA 71301TEL:(318) 448-0871FAX:(318) 445-3531CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 1 BUSINESS DAY.**********--ADVISED CUST AS ABOVE*********--VEH IS AT DLR--CUST CONTACT IS MR. BODIE--3372087042--CAN CONTACT ANYTIME

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 06503 HIXSON AUTOPLEX Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 45889 MI Comm Type: PHONE
Analyst Name: ZAYAS (MZAYAS2),MARYSOL Analyst: MZAYAS2
Action Date: 09/21/2010 Action Time: 18.53.07.891 Action Data: Yes

Comments CSM MARYSOL X7751 - OBC TO CUST CHARLES BODIE (SPOUSE) 337-208-7042 - CUST VERIFIED VEH INFO AND MILEAGE - ADVISED CUST ALL CALLS ARE RECORDED - CUST ADVISED HE JUST PICKED UP HIS VEH - CUST ADVISED HIS CONCERN IS WHAT OTHER DAMAGE COULD THE INJECTORS HAVE CAUSED - ADVISED I WILL RESEARCH HIS VEH CONCERN FOR HIM AND ALSO ADVISED I WOULD LIKE TO OFFER A 13 COMPONENT 7/200 DIESELCARE ESP $0 DED WITH TOWING AND RENTAL - CUST STATED HE WOULD LIKE TO ACCEPT THE OFFER - ADVISED I WILL UPLOAD IT ONTO HIS VEH AND WILL F/U 9/28 BY 5:30PM(EST) WITH AN UPDATE ON MY RESEARCH - CUST THANKED ME FOR CALLING

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-28-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED
Dealer: 06503 HIXSON AUTOPLEX Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 45889 MI
Analyst Name: ZAYAS (MZAYAS2),MARYSOL
Action Date: 09/29/2010

Comm Type: PHONE
Analyst: MZAYAS2
Action Time: 15.55.02.883

Action Data: Yes

Comments OBC TO DLRSHP SPOKE WITH SA GREG - ADVISED HIM OF MY CONVERSATION WITH THE CUST - HE ADVISED THERE IS NO WAY OF SAYING WHAT FUURE CONCERNS THE VEH MAY HAVE - ESP HAS BEEN UPLOADED = OBC TO CUST CHARLES BODIE (SPOUSE) 337-208-7042 - ADVISED CUST THE ESP HAE BEEN UPLOADED AND REGARDING HIS CONCERN - ADVISED WE COULD NTO SAY EXACTLY WHAT FUTURE ENGINE CONCERNS HE MAY HAVE - PROVIDED MY CONTACT INFO AND ADVISED IF HE HAS ANY QUESTIONS OR CONCERNS TO CONTACT THE DLRSHP AND IF NEEDED TO CALL ME - NO FURHTER ACTION REQUIRED - CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	82
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	ADGBH009 NHL			**Received:**	04/07/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F350 4X4,CRWCAB ,CHASCAB ,1FDWW37R59E[redacted]			**Build Date:**	02/09/2009
Odometer :	27,151 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 06503 Hixson Autoplex			**Phone#:**	(318) 448-0871
City:	Alexandria	**State:**	Louisiana	**Country :**	USA

Originator: ADRIEN GUILLORY

Symptom: 5 09 2 97 DRVLIN,AXLE CONCERNS ,REAR WHL DRIVE ,NOISE/CHATTER

Status:

VFG: V44 POWERTRAIN MALFUNCTION

Additional Symptom: NOISE FROM REAR AXLE ON TURNS

Fix: **Causal Component :**

Condition Code:

Hotliner: WKUCHTYN **Phone:** 000 000-0000 **Regn Cd:** C3 Memphis

Engineering: **Phone:** **TAR:**

Dlr Contact: ADRIEN GUILLORY **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 04/07/2010 12:52PM WAYNE KUCHTYN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: HAS ROARING NOISE IN THE REAR WHEN TURNING
DIAGNOSTICS: TEST DROVE AND FOND THE NOISE FROM THE REAR TIRES
ONLY AT SLOW SPEEDS WHEN TURNING ALL THE WAY IN EITHER DIRECTION AND
IT MAINLY COMES FROM THE OUTER TIRE FROM THE TURNING DIRECTION PULLED
LEFT HUB OFF AND INSPECTED FOUND NO BEARING DAMAGE AND SAW NOTHING
RUBBING PARTS REPLACED:: NONE TECH QUESTION: WAT COULD CAUSE
THIS WERE YOU ABLE TO VERIFY THE CONCERN? YES AT WHAT SPEED
DOES THIS OCCUR? 5 TO 10 MPH AT WHAT RPM DOES THIS OCCUR? 1200 TO
1800 AND IDLE DOES NOT REALLY MATTER BODY CONVERSION: NONE

RECOMM **04/07/2010 12:52PM WAYNE KUCHTYN MSS - FCSD - TECH SVC HOTLINE**
ADRIEN, THIS VEHICLE IS EQUIPPED WITH A LIMITED SLIP REAR AXLE. CHECK
THE OPERATION OF THE AXLE AND ATTEMPT TO VERIFY IF THIS MAY BE A DIFF
CASE CONCERN OR A NORMAL CHARACTERISTIC...

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Requester: LBINGHAM 19-Jan-2011
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: FCWS686

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	9LCBW010 NHL			**Received:**	12/03/2009
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F350 4X4,CRWCAB ,CHASCAB ,1FDWW37R59E[redacted]			**Build Date:**	02/09/2009
Odometer :	45,852 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 06503 Hixson Autoplex			**Phone#:**	(318) 448-0871
City:	Alexandria	**State:**	Louisiana	**Country :**	USA

Originator: ADRIEN GUILLORY
Symptom: 6 08 4 93 DRVABL,RUNS ROUGH,AT IDLE,ALL ENGINE TEMP
Status:
VFG: V40 GOOD IDLE QUALITY
Additional Symptom: INJECTOR CYL 8
Fix: **Causal Component :**
Condition Code:

Hotliner: BHAZZAR1 **Phone:** 000 000-0000 **Regn Cd:** C3 Memphis
Engineering: **Phone:** **TAR:**
Dlr Contact: ADRIEN GUILLORY **Phone:** 000 000-0000 **Title Cde:** T

KOEO: P0308
KOEC:
KOER:
Comments:

REPAIR 12/03/2009 01:03PM BEN HAZZARD MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: RUN ROUGH AT TIMES VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE: NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: FOUND INJ 8 MISS QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER: FOUND INJ 8 DROPPING TO -40 QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER: ALL CYL GOOD QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: FULL CLEAN GOOD QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: HAD 7 PSI AND HAD GOOD FLOW QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: FOUND NO AIR BUBBLES QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: RAN TEST FOUND NO METAL DEBRIS IN FUEL QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER: NONE QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER: ALL CYL HAD 0 TO 6% AND 8 HAD -19% PARTS REQUESTED: 1 INJECTOR(S)USE SECONDARY P&A CODE: 06503 RO#: 349362 RO DATE: 12/03/2009 RO LINE#: 2 CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM **12/03/2009 01:03PM BEN HAZZARD MSS - FCSD - TECH SVC HOTLINE**
BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF ONE FUEL INJECTOR. REFER TO THE

HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM TARGET=_BLANK>WORKSHOP MANUAL FOR SERVICE INFORMATION REGARDING THIS REPAIR, AND PERFORM THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. THE APPROVAL CODE FOR THE REPAIR IS PAAWX.

REPAIR **12/04/2009 01:04PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE**

PLEASE DESCRIBE CUSTOMERS CONCERN: RUNS ROUGH AND SPITS AND SPUTTERS AT TIMES VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:FOUND METAL IN THE FUEL RAILS AND THE FILTER HOUSING QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:FULL,CLEAN,GOOD QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:HAD 7 PSI AND GOOD FLOW QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:FOUND NO AIR BUBBLES QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:RAN STEST AND FOUND METAL COMING THROUGH THE FUEL RAILS AND IN THE FILTER HOUSING QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:.08AND DID NOT CHANGE WHEN WIGGLED QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P0303 P0308 PARTS REQUESTED: 6.4 HP PUMP USE SECONDARY P&A CODE: 06503

---------- CONTACT ID:512444119 P&A CODE: 06503 DEALER NAME:

HIXSON AUTOPLEX TECH NAME: ADRIEN GUILLORY TITLE: T - TECHNICIAN CONTACT DATE: 12/4/2009 12:46:40 PM EMAIL: RO#: 349362 RO DATE: 12/03/2009 RO LINE #: 2 DEALER PHONE: 318-448-0871 VIN: 1FDWW37R59EA48085 VEHICLE: 2009 F-SERIES F-350 CHASSIS CC 4X4 ODOMETER: 5803 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 10/22/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: COMMERCIAL PART #: SERIAL #: ????????? ENGINE BUILD DATE: 00/00/0000

RECOMM **12/04/2009 01:04PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE**

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM" TARGET="_BLANK">FUEL INJECTORS AND HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">HP PUMP. IN ADDITION, IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED AND THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. PAAWX

REPAIR **09/20/2010 12:31PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE**

PLEASE DESCRIBE CUSTOMERS CONCERN: ENGINE RUNS BAD AND CHECK ENGINE LAMP ON VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS

NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:CYL 8 VERY LOW CONTRIBUTION RELETIVE COMPRESSION 0 PERCENT NO INJECTOR ELECTRICAL CDES QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER:CYL 8 -50 QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER:O PECENT DROP ON ALL QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:OIL IS OKAY PROPER LEVEL FUEL APPERAS NORMAL QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:6 PSI GOOD CLEAN FLOW QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:NONE QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:NONE FOUND IN FILTER HOUSING OR COOLER QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P0308 QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER:CYL1 4 CYL2 -9 CYL3 -9 CYL4 18 CYL5 -7 CYL6 -5 CYL7 -11 CYL8 19 QUESTION: WAS DTC P2269 PRESENT ON ARRIVAL OR DURING TESTING? ANSWER:NO QUESTION: IS THERE ANY EVIDENCE OF RUST IN THE SECONDARY FUEL FILTER HOUSING WITH THE FUEL FILTER REMOVED? ANSWER:NO PARTS REQUESTED: 1 INJECTOR(S) USE SECONDARY P&A CODE: 06503

---------- CONTACT ID:104051688 OASIS: 111495128 P&A CODE: 06503 DEALER NAME: HIXSON AUTOPLEX TECH NAME: BRAY JOEL TITLE: T - TECHNICIAN CONTACT DATE: 9/20/2010 11:51:25 AM EMAIL: RO#: 365141 RO DATE: 09/20/2010 RO LINE #: 1 DEALER PHONE: 318-448-0871 VIN: 1FDWW37R59EA48085 VEHICLE: 2009 F-SERIES F-350 CHASSIS CC 4X4 ODOMETER: 45852 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 10/22/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: COMMERCIAL PART

#: SERIAL #: ??????? ENGINE BUILD DATE: 00/00/0000

RECOMM **09/20/2010 12:31PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE**

BRAY, PLEASE BE ADVISED THE FUEL SYSTEM DEBRIS CHECK/STEP 28 MUST BE PERFORMED AT INJECTOR FEED LINES FOR CYLINDERS 1 AND 2 AS OUTLINED IN THE ON-LINE PC/ED. PLEASE PERFORM STEP 28 AS OUTLINED IN THE ON-LINE PC/ED. IF ANY DEBRIS IS FOUND PLEASE UPDATE THE FORM. HOWEVER, IF NO DEBRIS IS PRESENT AND BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF ONE FUEL INJECTOR, CYL 8. REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM" TARGET="_BLANK">WORKSHOP MANUAL FOR SERVICE INFORMATION REGARDING THIS REPAIR, AND PERFORM THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE: PAATN

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AUDIT **09/20/2010 12:31PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 5803 M CHANGED TO 45852 M BY SPIENTON

Folder Number: [ ] File Report To This Folder File Report To A Folder

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Requester: LBINGHAM 19-Jan-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686

CT Corporation

Service of Process Transmittal
01/14/2011
CT Log Number 517883883

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Louisiana**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] et al., Petitioners vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Citation, Suit, Interrogatories, Requests To Produce
COURT/AGENCY:	Alexandria City Court, Rapides Parish, LA Case # 118242
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Pertaining to a defective new 2009 Ford S-DTY F-350 truck, VIN: 1FDWW7R59EA48085
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Baton Rouge, LA
DATE AND HOUR OF SERVICE:	By Process Server on 01/14/2011 at 08:40
APPEARANCE OR ANSWER DUE:	Within 10 days
ATTORNEY(S) / SENDER(S):	Fred A. Pharis Pharis Law Offices 831 DeSoto Street Alexandria, LA 71301 318-445-8266
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796658391754 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Lisa Uttech
ADDRESS:	5615 Corporate Blvd Suite 400B Baton Rouge, LA 70808
TELEPHONE:	225-922-4490

OFFICE OF THE GENERAL COUNSEL
11 JAN 18 P3:37
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

CITATION

[redacted] : CIVIL DOCKET 118242
VS. : ALEXANDRIA CITY COURT
FORD MOTOR COMPANY, ET AL : PARISH OF RAPIDES
: STATE OF LOUISIANA

==========

TO:
FORD MOTOR COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS,
C T CORPORATION SYSTEM
5615 CORPORATE BLVD., SUITE 400B
BATON ROUGE, LA 70808-0000

==========

YOU HAVE BEEN SUED!

Attached to this citation is a certified copy of a petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within ten (10) days after you have received these documents, you must file an answer or other pleadings in the office of the Clerk of this Court, 515 Washington Street, Alexandria, Louisiana 71301.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within ten (10) days, a judgment may be entered against you without further notice.

This citation was issued by the Clerk of Court for the City of Alexandria Louisiana, on this, MONDAY, 10th day of January, 2011.

Sharon S. Bolton
Deputy Clerk of Court

Also attached are the following documents: SUIT FOR REDHIBITION AND DAMAGES, INTERROGATORIES, REQUESTS TO PRODUCE.

These documents mean you have been sued.

Legal assistance is advisable and you should contact a lawyer immediately.

Judges and Court personnel are not permitted to give legal advice.

PLEASE SERVE:
FORD MOTOR COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS,
C T CORPORATION SYSTEM
5615 CORPORATE BLVD., SUITE 400B
BATON ROUGE, LA 70808-0000

ALEXANDRIA CITY COURT

CHARLES BODIE, ET AL	CIVIL SUIT NUMBER 118242	2010 DEC 23 PM 3:3
V.	ALEXANDRIA CITY COURT	Linda Webster
FORD MOTOR COMPANY, ET AL	RAPIDES PARISH, LOUISIANA	CLERK OF COURT

Deputy

SUIT FOR REDHIBITION AND DAMAGES

The petition of Charles Bodie and Judy G. Bodie, son and mother, and domicilliaries of Vernon Parish, Louisiana, and of the full age of majority, respectfully represents:

1.

Made defendants herein are the following:

1. Ford Motor Company, a foreign corporation authorized to do business in the State of Louisiana; and

2. Hixson Autoplex of Alexandria, LLC, a Louisiana corporation domiciled in Alexandria, Louisiana.

2.

On October 22, 2009, petitioners and defendant Hixson Autoplex of Alexandria, LLC, executed a document entitled "Combination Promissory Note, Truth in Lending Disclosure Statement and Security Agreement", in Alexandria, Louisiana.

3.

The cause of the contract was the sale to the petitioners of a new 2009 Ford S-DTY F-350 truck, Vehicle Identification Number 1FDWW37R59EA48085, and the financing of a portion of the purchase price.

4.

Said vehicle was manufactured by defendant Ford Motor Company.

5.

7.

Said defects manifested themselves by causing failure of the vehicle to operate in the intended manner during normal use, as set out below.

8.

Despite the vehicle having been used for only approximately 56,000 miles at the time of this filing, the vehicle has been returned multiple times for repair to defendant Hixson Autoplex of Alexandria, LLC, with complaints of the injectors, fuel system, rear end, and starter needing changing, plus the need for major engine repair; the vehicle has left plaintiff stranded and caused unexpected and excessive loss of use of the vehicle due to the excessive need for repair.

9.

All repairs done by Hixson Autoplex of Alexandria, LLC, were done by repairmen trained at the direction of representatives of Ford Motor Company.

10.

Petitioners show that defendants Hixson Autoplex of Alexandria, LLC, and Ford Motor Company have both been afforded notice of the existence of the defects as required by law.

11.

The above described problems are the result of defects that have rendered the vehicle useless, or its use so inconvenient, that it must be presumed that the petitioners would not have purchased the vehicle if they had known of the defects at the time of the sale.

12.

13.

Petitioners show that defendant Hixson Autoplex of Alexandria, LLC, as a new truck, franchised dealer/seller of Ford vehicles had a high duty to detect and repair complaints and problems with the vehicle; petitioners show that said defendant violated that duty on several occasions as is set forth in the following non exclusive particulars;

1. Failing to repair claims promptly when requested by petitioners; and

2. Failure to properly make repairs.

14.

As a result of the violation of the duties set forth in the preceding paragraphs, Hixson Autoplex of Alexandria, LLC, caused the damage or injuries complained of, legally and in fact.

15.

During the repair attempts and attempted normal and reasonably anticipated use by the petitioners of the vehicle, the use of the vehicle has been inconvenient, distressing, and mentally anguishing to the petitioners due to the defective performance of the vehicle, as described above; such damage was proximately caused by characteristics of the vehicle which have rendered it unreasonably dangerous in that, as set out above, it has deviated in a material way from the manufacturer's specifications or performance standards regarding the problems complained about, and from otherwise identical products manufactured or imported by defendant Ford Motor Company regarding the exhibiting of the problems and defects.

16.

established public policy, and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers.

17.

As a result of the unfair and deceptive acts or trade practices of defendant, Ford Motor Company, the petitioners have suffered actual damages.

18.

Petitioners desire that said "Combination Promissory Noth, Truth in Lending Disclosure Statement and Security Agreement" be canceled and rescinded.

19.

Petitioners are entitled to and do demand a rescission of the sale with return of the purchase price and legal interest thereon from date paid as allowed by law; reimbursement for expenses for preservation of the vehicle; reimbursement for insurance costs; expenses incidental to the sale and for customizing expenses; finance charge reimbursements; service agreement reimbursements; a general damages award; compensation for all direct pecuniary and non-pecuniary losses suffered; an award for attorney's fees; and an adjudication that the defendants are liable for payment of costs, expert witnesses to be used at trial, and all other expenses.

20.

No individual petitioner's cause of action exceeds $50,000.00, exclusive of interest, court costs, attorney's fees, or penalties.

WHEREFORE, PETITIONER PRAYS THAT:

thereon, and for all sums shown to be due on trial hereof; and

2. For all just and equitable orders and decrees in the premises.

ALEXANDRIA CITY COURT
A TRUE COPY OF THE ORIGINAL
STATE OF LOUISIANA
THIS Jan. 5, 2011
Sharon S. Bolton
SHARON S. BOLTON 84075
EX-OFFICIO NOTARY
DEPUTY CLERK

FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
ATTORNEY FOR PLAINTIFFS, CHARLES BODIE AND JUDY G. BODIE

NOTE FOR SERVICE: Please serve Ford Motor Company with the original petition and the discovery attachments through its agent for service of process, C T Corporation System, 5615 Corporate Bvd., Suite 400B, Baton Rouge, LA 70808.

NOTE FOR SERVICE: Please serve Hixson Autoplex of Alexandria, LLC, with the petition and the discovery attachments through its agent for service of process, Mr. Dallas L. Hixson, 2506 MacArthur Drive, Alexandria, LA 71301.

ALEXANDRIA CITY
2010 DEC 23 P
CLERK OF COUI

11824
ALEXANDRIA CITY COURT

CHARLES BODIE, ET AL — CIVIL SUIT NUMBER

V. — ALEXANDRIA CITY COURT

FORD MOTOR COMPANY, ET AL — RAPIDES PARISH, LOUISIANA

2010 DEC 23 PM 3:32
Linda Webster
CLERK OF COURT
Deputy

INTERROGATORIES

TO: Ford Motor Company

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to Charles Bodie and Judy G. Bodie herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these interrogatories are directed, including said defendant's attorney of record.

INTERROGATORY NO. 1: Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

INTERROGATORY NO. 2: Please state the date of manufacture, place

EA11-003-000178LC

INTERROGATORY NO. 4: Please state whether not the dealership or purchaser described in the preceding interrogatory was an authorized repair facility for Ford brand motor vehicles at the time of the sale.

INTERROGATORY NO. 5: Please state the name, address, and present employment status of all employees of Ford Motor Company who had contact with the Charles Bodie and Judy G. Bodie or any of their relatives, friends, agents, or representatives with regard to the vehicle. Also, please state what was said in said contacts or conversations.

INTERROGATORY NO. 6: Does Ford Motor Company, or any other entity which is answerable to it, maintain a computer or handwritten report of your representatives' or employees' contacts with dealerships and/or customers with regard to problems, complaints, or alleged vehicle defects? If so, state the title of the report or file with regard to contacts regarding the plaintiffs' vehicle, and state the name, address, and employment status of the custodian of the said records.

INTERROGATORY NO. 7: Please state the amount of warranty payment reimbursements made to any dealership or repairman by you with regard to the vehicle in question, describing them with reference to their date, dealership repair order number, mileage of the vehicle, amount paid, and a description of the repairs done.

INTERROGATORY NO. 8: Please state whether or not the vehicle had been repaired prior to the sale to your successor in title, and if so, the dates of the repairs, the repairs that were done, and the mechanics doing the repairs.

INTERROGATORY NO. 9: Please state the full name and present employment status of your service manager and the salesman that sold petitioner the vehicle at issue.

employees have inspected the vehicle in question, and, if so, please state the date, time, and place of the inspection, name the other persons present, and state whether or not a report was issued, and if so, the date of the report, the name, address, and telephone number of its custodian, and give a brief synopsis of the report.

INTERROGATORY NO. 12: Please state the cause and nature of the problems repaired by you or any authorized dealership or repair facility including any theories, assumptions, or opinions that will be offered at trial by you.

INTERROGATORY NO. 13: If you or any of your employees consider any of the problems with the vehicle to have been caused by anything other than manufacturing defects, state which problems, the cause, and when and how such information came to your knowledge.

INTERROGATORY NO. 14: Please state the name, address, and substance of the testimony of all witnesses you expect to call at the trial of the matter, and if they are expert witnesses, please state their area of expertise, their conclusions, and the substance of the facts behind those conclusions.

INTERROGATORY NO. 15: Please state the name and address of all persons who have issued any reports, evaluated the repairs done or claims made, or who did any investigation or evaluation of repairs or claims made by the plaintiff with regard to the vehicle.

INTERROGATORY NO. 16: Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

INTERROGATORY NO. 17: Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

INTERROGATORY NO. 19: Please state whether or not you were insured by any insurance company for any loss or hazard associated with the manufacture, sale, defects, or repair of the vehicle in question, and if so, state by whom, their name, address, and telephone number.

Date: December 22, 2010

FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
ATTORNEY FOR PLAINTIFFS, CHARLES BODIE AND JUDY G. BODIE

2010 DEC 23
CLERK OF
ALEXANDRIA

ALEXANDRIA CITY COURT

CHARLES BODIE, ET AL | CIVIL SUIT NUMBER 118242

V. | ALEXANDRIA CITY COURT

FORD MOTOR COMPANY, ET AL | RAPIDES PARISH, LOUISIANA

2010 DEC 23 PM 3:32

Linda Webster
CLERK OF COURT

Deputy

REQUESTS TO PRODUCE

TO: Ford Motor Company

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following requests to produce fully, in writing, and under oath, and to serve your answers to Charles Bodie and Judy G. Bodie herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these requests to produce are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these requests to produce in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these requests to produce are directed, including said defendant's attorney of record.

REQUEST NO. 1, Repair orders or invoices: All repair orders or invoices having to do with repair of the vehicle in question, whether originating with you, any other party, a third person, or other entity, including;

1) The reverse side of said repair orders if containing information other than the form itself;

REQUEST NO. 2, Parts description: A description of all parts from the vehicle in question returned to you or an authorized repair facility or held for you for further inspection or accounting.

REQUEST NO. 3, Manufacturer or Warrantor's Bulletins and Recall Notices: All technical service bulletins, recall notices, Notification Program notices, or other communications issued by you or the warrantor of the vehicle either:

1) Issued with regard to the particular vehicle in question; or

2) Issued with regard to the particular make or model of the vehicle in question and having to do with any of the complaints set forth in the repair orders, invoices or set forth in the petition.

REQUEST NO. 4, General computer printouts: Computer printout(s) of information or data available to you, either originating with you, any other party, a third person, or other entity, which

1) Summarize the repair history of the vehicle;

2) Show the amount of warranty payments made and/or requested with regard to the vehicle;

3) List service bulletins or recall notices that are or may be applicable to the problems or complaints described in the petition;

4) Show special service messages applicable to the problems or complaints described in the petition; or

5) Any notes of contacts made with any party or third person or entity regarding the attempted repair, performance, or complaints regarding the vehicle.

REQUEST NO. 5, Specific computer printouts: The following computer printouts pertaining to the subject vehicle:

1) OASIS printout;

2) MORS II/CUDL warranty inquiry;

3) SE-II Vehicle History; and

problems that petitioners were having with the vehicle, between:

1) Petitioners and Ford Motor Company;

2) Petitioners and Hixson Autoplex of Alexandria, LLC

3) Ford Motor Company and Hixson Autoplex of Alexandria, LLC, or any of the affiliates, parent corporations, or divisions of said corporations.

REQUEST NO. 7, Manufacturer's and Customizer's Checklists: Please produce all manufacturer's inspection and testing checklists, manufacturing line discrepancy lists and checklists, rework lists and checklists, vehicle operation check reporting and status list or checklists, and inspection reporting forms (interior and exterior) pertaining to the vehicle in question.

REQUEST NO. 8, Field Engineer's or Representative's Reports: Any reports made by or correspondence sent by a field service engineer, manufacturer's or warrantor's representative, or other employee regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 9, Expert Reports: Any reports made by or correspondence sent by any expert witness you have hired or employed regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 10, Insurance Policies: Any insurance policy or policies described in your answer to the interrogatories directed to you simultaneously herewith.

REQUEST NO. 11, Sales Documents: Please produce all documents showing the sale, financing, or payment of the purchase price of the vehicle described herein, including all documents mentioned and not mentioned in the petition, any supporting documents and any other items regarding and supporting the same, whether originating with a seller or with any other entity.

Date: December 22, 2010

FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
ATTORNEY FOR PLAINTIFFS, CHARLES BODIE AND JUDY G. BODIE

ALEXANDRIA CITY CO
2010 DEC 23 PM 3:33
CLERK OF COURT

ALEXANDRIA CITY COURT

CHARLES BODIE, ET AL | CIVIL SUIT NUMBER 118242

2010 DEC 23 PM 3:33

V. | ALEXANDRIA CITY COURT

Linda Webster
CLERK OF COURT

FORD MOTOR COMPANY, ET AL | RAPIDES PARISH, LOUISIANA

Deputy

INTERROGATORIES

TO: Hixson Autoplex of Alexandria, LLC

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to Charles Bodie and Judy G. Bodie herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these interrogatories are directed, including said defendant's attorney of record.

INTERROGATORY NO. 1: Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

vehicle described in the petition, the names of the mechanics or technicians doing the repairs on any said dates, for whom they work and the amount charged to the plaintiffs or made by way of warranty payment requests.

INTERROGATORY NO. 4: Please state the cause and nature of the problems repaired by you including any theories, assumptions, or opinions that will be offered at trial by you.

INTERROGATORY NO. 5: If you or any of your employees consider any of the problems with the vehicle to have been caused by anything other than manufacturing defects, state which problems, the cause, and when and how such information came to your knowledge.

INTERROGATORY NO. 6: Please state the names and addresses of all your employees who contacted Ford Motor Company, or any affiliated firms, corporations, or businesses, *or who were contacted by such,* with regard to the problems with the vehicle, the dates of the contacts, and the substance of the conversations or communications.

INTERROGATORY NO. 7: Please state whether or not any of your employees contacted anyone with Ford Motor Company for advice, information, or consultation on how the attempt to repair the vehicle in question, and if so, state the names of your employees so contacted, the date, and what was said.

INTERROGATORY NO. 8: Please state whether or not the vehicle had been repaired prior to the sale to the plaintiffs, and if so, the dates of the repairs, the repairs that were done, and the mechanics doing the repairs.

INTERROGATORY NO. 9: Please state whether or not other Ford Motor Company vehicles have been repaired for other customers as a result of the same or similar complaints or as a result of the same or similar problems in those areas on the plaintiffs' vehicle. If so, give the names and addresses of the other customers and the date of repair.

INTERROGATORY NO. 11: Please state the name and address of all persons who have issued any reports, evaluated the repairs done or claims made, or who did any investigation or evaluation of repairs or claims made by the plaintiff with regard to the vehicle.

INTERROGATORY NO. 12: Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

INTERROGATORY NO. 13: Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

INTERROGATORY NO. 14: Please state to whom you have sold, transferred, or conveyed any or substantially all of your assets for the purpose of discontinuing your business as a seller and servicer of Ford Motor Company products and transferring those operations to the buyer since the date of the sale of the vehicle complained of to the plaintiffs, giving the name, address, and phone numbers of the purchasers.

INTERROGATORY NO. 15: Please state the name, address, and telephone number of any person, corporation, or other entity who has assumed your obligations, commitments, or agreements with regard to the sale and servicing of Ford Motor Company vehicles since the date of the sale of the vehicle complained of to the plaintiff(s).

INTERROGATORY NO. 16: Please state whether or not you were insured by any insurance company for any loss or hazard associated with the sale, defects, or repair of the vehicle in question, and if so, state by whom, their name, address, and telephone number.

Date: December 22, 2010

CHARLES BODIE, ET AL

V.

FORD MOTOR COMPANY, ET AL

CIVIL SUIT NUMBER 11824

ALEXANDRIA CITY COURT

RAPIDES PARISH, LOUISIANA

ALEXANDRIA CITY COURT
2010 DEC 23 PM 3:33
Linda Webb
CLERK OF COURT
Deputy

REQUESTS TO PRODUCE

TO: Hixson Autoplex of Alexandria, LLC

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following requests to produce fully, in writing, and under oath, and to serve your answers to Charles Bodie and Judy G. Bodie herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these requests to produce are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these requests to produce in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these requests to produce are directed, including said defendant's attorney of record.

REQUEST NO. 1, Repair orders or invoices: All repair orders or invoices having to do with repair of the vehicle in question, whether originating with you, any other party, a third person, or other entity, including;

1) The reverse side of said repair orders if containing

REQUEST NO. 2, Parts description: A description of all parts removed and returned to the manufacturer or authorized repair facility or held by you for further inspection or accounting.

REQUEST NO. 3, Manufacturer or Warrantor's Bulletins and Recall Notices: All technical service bulletins, recall notices, or other communications issued by the manufacturer or warrantor of the vehicle either:

1) Issued with regard to the particular vehicle in question; or

2) Issued with regard to the particular make or model of the vehicle in question and having to do with any of the complaints set forth in the repair orders or invoices.

REQUEST NO. 4, General computer printouts: Computer printout(s) of information or data available to you, either originating with you, any other party, a third person, or other entity, which

1) Summarize the repair history of the vehicle;

2) Show the amount of warranty payments made and/or requested with regard to the vehicle;

3) List service bulletins or recall notices that are or may be applicable to the problems or complaints described in the petition;

4) Show special service messages applicable to the problems or complaints described in the petition; or

5) Any notes of contacts made with any party or third person or entity regarding the attempted repair, performance, or complaints regarding the vehicle.

REQUEST NO. 5, Specific computer printouts: The following computer printouts pertaining to the subject vehicle:

1) OASIS printout;

2) MORS II warranty inquiry;

3) SE-II Vehicle History; and

4) Any other computer printout showing warranty information

problems that petitioners were having with the vehicle, between:

1) Petitioners and Ford Motor Company;

2) Petitioners and Hixson Autoplex of Alexandria, LLC

3) Ford Motor Company and Hixson Autoplex of Alexandria, LLC, or any of the affiliates, parent corporations, or divisions of said corporations;

REQUEST NO. 8, Field Engineer's or Representative's Reports: Any reports made by or correspondence sent by a field service engineer, manufacturer's or warrantor's representative, or other employee regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 9, Expert Reports: Any reports made by or correspondence sent by any expert witness you have hired or employed regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 10, Insurance Policies: Any insurance policy or policies described in your answer to the interrogatories directed to you simultaneously herewith.

REQUEST NO. 11, Sales Documents: Please produce all documents showing the sale, financing, or payment of the purchase price of the vehicle described herein, including all documents mentioned and not mentioned in the petition, any supporting documents and any other items regarding and supporting the same, whether originating with a seller or with any other entity.

REQUEST NO. 12, Certificate of Origin: The certificate of origin for the vehicle in question.

Date: December 22, 2010

FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266



CT Corporation

Service of Process Transmittal

08/12/2011
CT Log Number 518987604

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Ohio**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint and Jury Demand, Exhibit(s)
COURT/AGENCY:	Medina County Court of Common Pleas, OH Case # 11CIV1224
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - 2010 Ford F350 ("F350"), Vehicle Identification Number 3FAHP0HA1AR160892 - Defective engine and/or electrical system, defective HVAC and/or body as evidenced by the exhaust fumes leaking into the cab
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Cleveland, OH
DATE AND HOUR OF SERVICE:	By Certified Mail on 08/12/2011 postmarked on 08/11/2011
JURISDICTION SERVED :	Ohio
APPEARANCE OR ANSWER DUE:	Within 28 days after service, exclusive of the day of service - Answer is required to be served on Pltf.'s attorney // Answer must also be filed with the court within 3 days after service on Pltf.'s attorney
ATTORNEY(S) / SENDER(S):	David Tannehill Krohn & Moss, Ltd. 8043 Corporate Circle Suite 3 North Royalton, OH 44133 216-901-0609
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 795077625630 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Debra Justice
ADDRESS:	1300 East 9th Street Suite 1010 Cleveland, OH 44114
TELEPHONE:	216-621-4270

OGC LIT 2011AUG15 PM2:12

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUMMONS

Rule 4 1970 Ohio Rules of Civil Procedure
Court of Common Pleas, Medina County, 93 Public Square, Medina, OH 44256

Case #: 11CIV1224

To the following named defendant:

FORD MOTOR COMPANY
c/o CT CORPORATION SYSTEM
1300 E NINTH ST
CLEVELAND, OH 44114

You have been named as defendant in a complaint filed in this court by the following plaintiff:

Plaintiff: [redacted] **(et al)**
W/EXHIBITS

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff if he has no attorney of record, a copy of your answer to this complaint within **twenty-eight (28)** days after the service of this summons upon you, excluding the date of service.

Failure to appear and present a defense to this complaint will result in a judgment by default being rendered against you for the relief demanded in the complaint. Your answer must be filed with the court within **three days (3)** after the service of a copy of the answer on the plaintiff's attorney.

The name and address of the plaintiff attorney is as follows:

DAVID TANNEHILL
KROHN & MOSS LTD
8043 CORPORATE CR SUITE 3
N ROYALTON, OH 44133

DAVID B. WADSWORTH
Clerk of Courts

August 11, 2011

KM
By: Deputy Clerk

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

COMMON PLEAS COURT
11 AUG -5 PM 12: 16

FILED
DAVID B. WADSWORTH
MEDINA COUNTY
CLERK OF COURTS

JANIS BRADLEY
6111 Norwalk Road
Medina OH 44256

Plaintiff,

vs.

FORD MOTOR COMPANY
c/o CT Corporation System
1300 East Ninth Street
Cleveland, Ohio 44114

Defendant.

No. 11CIV1224

JURY DEMAND ENDORSED HEREON

CHRISTOPHER J. COLLIER, JUDGE

COMPLAINT

NOW COMES the Plaintiff, JANIS BRADLEY, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, JANIS BRADLEY ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Ohio.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Ohio, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Liberty Ford, Inc. ("Seller"). Manufacturer does business in all counties of the State of Ohio including Medina County.

BACKGROUND

3. On or about June 14, 2010, Plaintiff purchased from Seller, a 2010 Ford F350 ("F350"), manufactured and/or distributed by Manufacturer, Vehicle Identification Number 3FAHP0HA1AR160892, as reflected in the document attached hereto as Exhibit 1.

4. The price of the F350, including certain collateral charges, such as registration charges, document fees, and sales tax and including finance charges, totaled $47,196.25.

5. Plaintiff avers that as a result of ineffective repair attempts made by Manufacturer, the F350 cannot be utilized for personal, family and household use as was intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the F350, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper-to-bumper coverage.

7. On or about June 14, 2010, Plaintiff took possession of the F350 and shortly thereafter experienced the various defects listed below.

8. The defects described below violate the written warranty issued to Plaintiff by Manufacturer.

9. Plaintiff has delivered the F350 to Manufacturer's authorized servicing dealerships on numerous occasions.

10. Plaintiff has brought the F350 to Seller and/or an authorized servicing dealership of Manufacturer for attempted repairs to various defects, including but not limited to:

a. Defective engine as evidenced the engine dying and refusing to restart, the vehicle leaking oil, the serpentine belt coming off and freezing its tensioner, water infiltrating the fuel system, the vehicle being sluggish and shutting down completely, the engine running roughly and the vehicle getting lower than expected fuel mileage;

b. Defective engine and/or electrical system;

c. Defective HVAC and/or body as evidenced by the exhaust fumes leaking into the cab;

d. Defective suspension and/or engine as evidenced by the vehicle having a slight vibration under load;

e. Defective body and/or trim as evidenced by the rear end cover leaking into the differential; and

f. Any additional complaints made by Plaintiff, whether or not they are contained on any repair orders from Manufacturer's authorized dealerships.

11. Plaintiff has provided Manufacturer sufficient opportunity to repair and/or replace defective parts in the F350 pursuant to its written warranty.

12. After a reasonable number of attempts to cure the defects in Plaintiff's F350, Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the defects as provided in Manufacturer's written warranty.

13. Plaintiff has justifiably lost confidence in the F350's safety and reliability.

14. Said defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the F350.

15. As a result of these defects, Plaintiff revoked her acceptance of the F350.

16. At the time of revocation, the F350 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

17. Manufacturer has refused Plaintiff's revocation of acceptance and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

18. The F350 remains in a defective and unmerchantable condition and continues to exhibit some or all of the above mentioned defects.

19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable F350.

COUNT I
BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

20. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

21. Plaintiff is a purchaser of a consumer product who received the F350 during the duration of a written warranty period applicable to the F350 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

22. Manufacturer is a "person" engaged in the business of making a consumer product directly available to Plaintiff.

23. Seller is an authorized dealership and agent of Manufacturer designated to perform repairs on vehicles pursuant to Manufacturer's written warranty.

24. Plaintiff's purchase of the F350 was accompanied by a written warranty covering defects in material or workmanship, an undertaking in writing to repair or replace defective parts or take other remedial action free of charge to Plaintiff with respect to the F350 in the event that the F350 failed to meet the specifications set forth in Manufacturer's written warranty.

25. Said warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the F350 to Plaintiff.

26. Said purchase of Plaintiff's F350 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

28. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, 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.

WHEREFORE, Plaintiff, JANIS BRADLEY, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the F350, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
c. Such other and further relief that this Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

29. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

30. The F350 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7), running from Manufacturer to Plaintiff.

31. Manufacturer is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiff.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer.

33. Plaintiff's F350 was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the F350 was intended.

34. The above-described defects present in the F350 render the F350 unmerchantable and thereby not fit for the ordinary purpose for which the F350 was intended and as represented by Manufacturer.

35. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the F350.

36. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff, JANIS BRADLEY, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the F350, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;

b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and

c. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues in this action, except for any issues relating to:

1. The amount of attorneys' fees and litigation costs to be awarded should Plaintiff prevail in this action.

Respectfully Submitted,

By: _____
David Tannehill
One of Plaintiff's Attorneys

David Tannehill
Ohio Registration No. 0083968

Krohn & Moss, Ltd.
8043 Corporate Circle
Suite 3
North Royalton, Ohio 44133
phone: (216) 901-0609
fax: (866) 425-3459
e-mail: dtannehill@consumerlawcenter.com

EXHIBIT 1

OHIO SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 06/14/2010

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	CREDITOR (Seller Name and Address)
JANIS M BRADLEY 6111 NORWALK RD Medina, OH 44256 Medina . N/A	LIBERTY FORD INC 5500 WARRENSVILLE CENTER RD. Maple Heights, OH 44137

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described in this contract for cash or on credit. The cash price is shown on Page 2 as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 0.00
1.90 %	$ 2,778.23	$ 47,196.25	$ 49,974.48	$ 49,974.48

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
		☒ Monthly ☐ Semi-Annually ☐ Annually
72	$ 694.09	Starting : 07/14/2010

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 7.5 percent of the late amount or $50.00, whichever is less.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

1-800-727-7000

FordCredit

www.fordcredit.com

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor $0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

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

Customer Completed Copy - 824718

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use for Which Purchased
New	499	2010 Ford	Super Duty F-350 DRW	1FTWW3CR3AEA10918	☒ Personal ☐ Agricultural ☐ Commercial

Trade-in 2007 Chevrolet (Year and Make) $ 18,500.00 (Gross Allowance) $ 25,018.97 (Amount Owing)

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price		$ 40,643.78 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor		$ N/A
Cash Down Payment		$ N/A
N/A		$ N/A
Trade-in (description above		[illegible]
Total Down Payment		$ [illegible] (2)
3. Unpaid Balance of Cash Sales Price (1 minus 2)		$ 40,643.78 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees $ 33.50 ;		
(ii) for official fees $ N/A ;		
(iii) for taxes (not in Cash Sale Price) $ N/A		$ 33.50
To Insurance Companies for:		
Credit Life Insurance		$ N/A
Credit Disability Insurance		$ N/A
N/A		$ N/A
N/A		$ N/A
To FIFTH THIRD	for Net Trade-In Payoff	$ 6,518.97
To N/A	for N/A	$ N/A
To N/A	for N/A	$ N/A
To N/A	for N/A	$ N/A
To N/A	for N/A	$ N/A
To N/A	for N/A	$ N/A
To N/A	for N/A	$ N/A
To N/A	for N/A	$ N/A
Total		$ 6,552.47 (4)
5. Amount Financed (3 plus 4)		$ 47,196.25 (5)

Debt Cancellation Waiver Addendum (Optional)

Purchase of a debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

A N/A
Buyer Signs

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

EA11-003 000204LC

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

DAVID B. WADSWORTH
MEDINA COUNTY
CLERK OF COURTS
93 PUBLIC SQ., ROOM 129
MEDINA, OH 44256-2292

LEGAL DIVISION

91 7199 9991 7030 4214 5530

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 05.28⁰
0008002961 AUG11 2011
MAILED FROM ZIP CODE 44256

44114 11CIV1224

11CIV1224
FORD MOTOR COMPANY
c/o CT CORPORATION SYSTEM
1300 E NINTH ST
CLEVELAND OH 44114

44114$1506 C026

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
7/1/2011	[redacted]	1FTWW3CR3AE[redacted]	2010 F-SERIES SUPER DUTY	06
OPEN	DRP-VEHICLE REPURCHASE REQUEST	1738983360		
6/24/2011	[redacted]	1FTWW3CR3AE[redacted]	2010 F-SERIES SUPER DUTY	04
CLOSED	CRC RELATED - LCRC CSR FOLLOWING CONTACT	1738983360		
4/22/2011	[redacted]	1FTWW3CR3AE[redacted]	2010 F-SERIES SUPER DUTY	04
CLOSED	CLP - IN - BUYBACK - MULTIPLE REPAIRS	1738983360		
4/8/2011	[redacted]	1FTWW3CR3AE[redacted]	2010 F-SERIES SUPER DUTY	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-ESP COVERED	1738983360		
3/4/2011	[redacted]	1FTWW3CR3AE[redacted]	2010 F-SERIES SUPER DUTY	08
CLOSED	RAV - OTHER	1738983360		
1/31/2011	[redacted]	1FTWW3CR3AE[redacted]	DUTY	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	1738983360		
12/2/2010	[redacted]	1FTWW3CR3AE[redacted]	2010 F-SERIES SUPER DUTY	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1738983360		

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All Action Details for Issue

Print

VIN: 1FTWW3CR3AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360
Name: MR[redacted] Owner Status: Original WSD: 2010-06-14
Symptom Desc: NO START ALL ENGINE TEMP Primary Phone: [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [redacted]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: OPEN

Action: OPEN - PENDING ELIGIBILITY
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 80706 MI Comm Type: MAIL
Analyst Name: GRESS,JEFF Analyst: J-GRESS1
Action Date: 06/06/2011 Action Time: 11.00.25.993 Action Data: No

Comments NEW CASE: FRD1120520. REPRESENTED BY CHRISTINA GILL ROSEMAN OF KIMMEL & SILVERMAN. PROBLEMS: ENGINE,TRANSMISSION.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 80706 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/07/2011 Action Time: 16.00.33.300 Action Data: No

Comments CASE SPECIALIST CHANGED TO DONNA PATTERSON

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 80706 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/08/2011 Action Time: 21.00.27.428 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 80706 MI Comm Type: OTHER
Analyst Name: COSTA (LCOSTA21),LOUIS Analyst: LCOSTA21
Action Date: 06/09/2011 Action Time: 13.19.43.166 Action Data: No

Comments DRS LOU COSTA ---- TFOAM ID 20065840 ---- DLR REPORT NOT NEEDED, AS VEH ONLY ELIGIBLE FOR REPAIRS COVERED BY DIESEL WARRANTY

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 80706 MI Comm Type: OTHER
Analyst Name: COSTA (LCOSTA21),LOUIS Analyst: LCOSTA21
Action Date: 06/09/2011 Action Time: 13.28.13.305 Action Data: No

Comments DRS LOU COSTA ---- EMAILED BBB FMC POSITION THAT VEH ONLY ELIGIBLE FOR REPAIRS COVERED BY DIESEL WARRANTY ---- OFFERED FSE INSPECTION WITH REPAIR OF VERIFIED WARRANTABLE CONCERNS COVERED BY DIESEL WARRANTY

Action: DSB-COMPANY REPORT SUBMITTED
Dealer: 00815 RONNIE WATKINS FORD
Origin Desc: CONSUMER AFFAIRS - SMALL CLAIM
Odometer: 80706 MI
Comm Type: OTHER
Analyst Name: STONE (TSTONE26),TERRIE
Analyst: TSTONE26
Action Date: 06/30/2011
Action Time: 15.58.47.989
Action Data: Yes

Comments SUBMITTED MRF TO THE BBB

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	NO

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 80706 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 07/01/2011
Action Time: 21.00.41.166
Action Data: No

Comments HEARING SCHEDULED ON 07/14/11 AT 10:00AM

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All Action Details for Issue

Print

VIN: 1FTWW3CR3AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360
Name: MR[redacted] Owner Status: Original WSD: 2010-06-14
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [redacted]
Reason Desc: CRC RELATED - LCRC CSR FOLLOWING CONTACT Secondary Phone: [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 05/03/2011

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 05759 FRANK FLETCHER FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 80000 MI Comm Type: PHONE
Analyst Name: BECERRA,MELISSA Analyst: MBECERR2
Action Date: 05/03/2011 Action Time: 11.35.23.399 Action Data: No

Comments SEE HISTORYCUST AGAIN HAVING DRIVABILITY ISSUES WITH VEH - SON WAS DRIVING VEH FOR A VEH DELIVERY FOR WORK TO MISSOURI AND BROKE DOWN- WRENCH LIGHT BACK ON - VEH NOW BACK AT A DLRSHP IN MO AND HAS TO BE TORN INTO EVEN FURTHER FOR MORE REPAIRS- WANTS BUYBACK OR SOME ACTING FROM FORD BASED ON ONGOING ISSUES WITH A NEW TRUCK - UNSURE OF MILEAGE-- CSM ADVISED I WILL DOCUMENT CONCERNS AND CONTACT DLR ALSO ADVISED THAT BASED ON MILEAGE, CSM WILL BE FOLLOWING UP ON REPAIRS AND POSSBLE OTHER NEXT STEPS- WILL NOT BE BOUGHT BACK AT THIS TIME - CUST TO AWAIT CSM F/U - CSM CALLED DLRSHP - SPOKE TO ADVISOR JACCOB WHO IS HANDLING- SAYS IT IS A DIFFICULT TEMP SENSOR ISSUE- NOT YET REPAIRED- IS BEING WORKED ON . MILEAGE APPROX 80,000- ADVISED JACCOB OF CASE AND TO PLS UPDATE WHEN AVAILABLE- ALSO ADVISED OF BUYBACK REQUEST DENIED AND PREVIOUS CSM PROVISION OF GOODWILL ESP DUE TO CONCERNS, BUT CSM F/U WITH CUST ALSO NOW BEING ARRANGED AND REQUESTED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05759 FRANK FLETCHER FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI Comm Type: PHONE
Analyst Name: SPARACINO,ASHLEY Analyst: ASPARACI
Action Date: 05/04/2011 Action Time: 11.49.29.798 Action Data: Yes

Comments =CSM ASHLEY EXT: 7769 =INITIAL REVIEW =LTV: 85 =ESP: 84/200,000/8,000 HRS DIESELCARE W/ ROADSIDE =OASIS: NO RECALLS/PROGRAMS RELATED =AWS: NO RELATED REPAIRS =GCQIS: NO RELATED REPORTS =OBC TO DLR 417-623-5660 =SPOKE TO S/M MARK =STATES THE VEH IS THERE AND ARRIVED MONDAY THE 2ND =STATES THEY HAVE IT DIAG AND NEEDS TO REPLACE THE ECT TEMP SENSOR =STATES THE VEH WILL BE COMPLETED TOMORROW =STATES THE REPAIR IS COVERED UNDER WARRANTY =STATES THE PART ARRIVED TODAY =OBC TO CUST 440-539-1118 =SPOKE TO AL BRADLEY HUSBAND =CSM ADVISED THAT THE DLR NEEDS TO REPLACE THE ECT TEMP SENSOR WHICH THE PART ARRIVED TODAY AND WILL HAVE COMPLETED TOMORROW =STATES OK GREAT =CSM ADVISED I UNDERSTAND THEY WERE PROMISED REIMBURSEMENT ON A TOW BILL PREVIOUSLY IN WHICH I WOULD NEED THEM TO FAX ME A COPY OF THE TOW BILL SO WE CAN GET THAT PROCESSED =STATES IT WASN'T A TOW BILL IT WAS A RENTAL BILL =CSM ADVISED I WILL HAVE TO CLARIFY THAT WITH THE PREVIOUS AGENT BUT FAX THAT TO ME AND I WILL GET IT PROCESSED =CSM INQUIRING WHICH DLR IS HIS HOME DLR HE NORMALLY USES SO WE CAN PROCESS THIS REIMBURSEMENT THROUGH THEM =STATES RONNIE WATKINS FORD =CSM ADVISED OK GREAT I WILL F/U 5-6-11 BY 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-06-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05759 FRANK FLETCHER FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/06/2011 **Action Time:** 11.55.17.557 **Action Data:** Yes

Comments =CSM ASHLEY EXT: 7769 =OBC TO CUST 440-539-1118 = SPOKE TO AL BRADLEY HUSBAND =CSM INQUIRING IF THE VEH HAD BEEN REPAIRED AND PICKED UP AS OF YET AND IF THEY ARE ABLE TO FAX ME THE RENTAL BILL =STATES THE VEH IS REPAIRED AND PICKED IT UP BUT ON THE WAY HOME THERE WAS A LOT OF EXHUAST SMOKE COMING OUT THE BACK OF THE CAB =STATES THEY WILL BE BRINGING THE VEH BACK TO RONNIE WATKINS FORD =STATES HE CALLED AND RENTAL COMPANY WAS SUPPOSED TO FAX THAT TO YOU =CSM ADVISED I NEVER RECEIVED THE FAX =STATES HE WILL CALL THEM AND HAVE THEM DO IT =STATES THE VEH WILL BE AT RONNIE WATKINS BY THIS AFTERNOON =CSM ADVISED MISSY WILL F/U 5-10-11 BY 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-10-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: TRANSFER ISSUE
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/06/2011 **Action Time:** 11.55.39.390 **Action Data:** No

Comments .

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/09/2011 **Action Time:** 17.22.11.114 **Action Data:** No

Comments EMAILED CASE TO SM AND REQUEST UPDATES FROM 5-6 VISIT= THANK YOU

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: PAM BEAVERS **Analyst:** P-BEAVE6
Action Date: 05/10/2011 **Action Time:** 12.05.19.575 **Action Data:** No

Comments THEY VEHICLE WAS BROUGHT IN TO OUR QUICK LANE ON 5/8/11 FOR MAINTENANCE WORK -OIL CHANGE AND FUEL FILTER REPLACEMENT. NOTHING IS NOTED ON THE REPAIR ORDER AS TO ANY OTHER CONCERNS AT THAT TIME. PAM BEAVERS

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/10/2011 **Action Time:** 13.21.42.211 **Action Data:** No

Comments EMAIL TO SM.." HEY, PAM. THANKS FOR GOING INTO CUDL TO CHECK ON NOTES FOR THE BRADLEY CASE 1738983360 . WE ARE INTERESTED IN FINDING OUT WHAT, IF ANYTHING, IS BEING DONE TO ADDRESS THE CONCERNS DESCRIBED BY THE CUSTOMER OF EXTREME EXHAUST FROM BACK OF THE CAB. IF THERE HAS BEEN NO PROBLEM FOUND ON THIS SYMPTOM, PLEASE CONFIRM THIS FOR DOCUMENTATION AND RELAYING TO MR. AND MRS. BRADLEY. AS IT STANDS NOW, THE REFERENCE TO A MAINTENANCE REQUEST ON THE TICKET IS NOT WHAT WE ARE SEEKING UPDATES ON TO ADDRESS THE CUSTOMERS DOCUMENTED VEH CONCERNS." THANK YOU FOR ALL- CASE INFO AND NUMBER ATTACHED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/10/2011 **Action Time:** 14.26.02.459 **Action Data:** Yes

Comments CSM CALLED CUST AT 440-539-1118 - ADVISED OF COMMUNICATIONS TO DATE- ALSO ADVISED I WILL BE OUT OF OFFICE FROM 5- 12 AND WILL RETURN 5-18- ADVISED TO STAY IN TOUCH WITH SM PAM BEAVER IN THE INTERIM- 5-18 CSM F/U - SEEKING DLR UPDATES ON ADDRESSING THE CUSTOMERS DOCUMENTED SMOKE FROM EXHAUST CONCERNS.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-18-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: PAM BEAVERS **Analyst:** P-BEAVE6
Action Date: 05/10/2011 **Action Time:** 17.47.00.698 **Action Data:** No

Comments **CORRECTION** I PUT THE WRONG DATE IN MY PREVIOUS UPDATE. THE LAST TIME THIS VEHICLE WAS IN OUR DEALERSHIP WAS MARCH 8, 2011. NOT 5/8/11.**THIS VEHICLE HAS NOT BEEN BACK IN OUR DEALERSHIP SINCE MARCH 8, 2011 AT THAT TIME WE DID MAINTENANCE WORK AND CUSTOMER DID NOT MENTION ANY OTHER CONCERNS WITH THE VEHICLE. PAM BEAVERS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/18/2011 **Action Time:** 14.38.20.986 **Action Data:** Yes

Comments CSM CALLED CUST AT 440-539-1118 - CUST HAS NO APPTS SET TO BRING VEH IN = SAYS EXHAUST LEAK WAS FIXED- ONLY SEEKING RENTAL REFUNDING TOTAL NOW- TO FAX TO CSM- CSM TO CALL CUST WHEN RECEIVED

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-22-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/18/2011 **Action Time:** 14.39.09.997 **Action Data:** Yes

Comments CORRECTION TO SILENT F/U

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-24-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 67000 MI **Comm Type:** INBOUND FAX-OTHER

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

Action Date: 05/20/2011 **Action Time:** 13.09.43.266 **Action Data:** No

Comments CSM RECEIVED FAX- RENTAL FORM UNCLEAR- CALLED NUMBER ON LETTERHEAD FOR JOHN MOTORS INC CAR RENTAL 256-547-3611 WHERE IS STATES VM IS FULL- ? DISCONNECTS

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/20/2011 **Action Time:** 14.43.21.460 **Action Data:** No

Comments CSM CALLED NUMBER BACK AGAIN FROM LETERHEAA ON FAX- CELL- VM FULL

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/24/2011 **Action Time:** 11.39.19.900 **Action Data:** Yes

Comments CSM RECEIVED FAX DUE TO A NO PAYMENT RECEIPT ON FILE- RENTAL FORM, DATES AND INFO ALSO UNCLEAR- CALLED NUMBER ON LETTERHEAD FOR JOHN MOTORS INC CAR RENTAL 256-547-3611 WHERE IS STATES VM IS FULL- ? DISCONNECTS

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-26-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 67000 MI **Comm Type:** OUTBOUND EMAIL-OTHER

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

Action Date: 05/24/2011 **Action Time:** 13.18.29.346 **Action Data:** No

Comments EMAILED SM TO ADVISE.... TRYING TO REACH THE COMPANY OR TOW PERSON LISTED IN THE FAXED LETTERHEAD FROM MR. BRADLEY (CASE 1738983360). THUS FAR WHAT I HAVE RECEIVED BY FAX IS NOT A RECEIPT WITH ANY USEFUL INFO OR CONTACT ON IT. I AM PREPARED OTHERWISE TO REFUND HIM THE

RENTAL IF EVERYTHING CHECKS OUT. I WILL UPDATE CUDL ON ANY UPDATES ON RESOLVING THAT ONE. THANKS, PAM.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/26/2011 **Action Time:** 10.47.32.523 **Action Data:** No

Comments CALLED NUMBER ON LETTERHEAD FOR JOHN MOTORS INC CAR RENTAL 256-547-3611 WHERE IS STATES VM IS FULL- ? DISCONNECTS - CALLED CUST AT 440-539-1118 - ADVISED MR BRADLEY AS PER ABOVE- ASKED FOR A VALID NUMBER TO REACH RENTAL COMPANY - CUST SAYS HE WILL CALL BACK TODAY TO PROVIDE TODAY

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/26/2011 **Action Time:** 11.19.31.257 **Action Data:** Yes

Comments LIVE CALL BACK FROM CUST WHO PROVIDES ALT NUMBER : 256-312-2219 JOHN MOTORS RENTAL- MAY ALSO BE UNDER HIS SONS NAME: KEITH BRADLEY - CSM THANKED - ADVISED I WILL F/U WITH RESOLUTION AFTER REVIEW WITH JOHN MOTORS AND DLRSHP- CUST VERY AGREEABLE-- F/U SET 6-2 - CSM CALLED THIS NUMBER TO SPEAK WITH JOHN MOTORS- CONFIRMED848.00 PAID BY DOUGLAS BRADLEY IN CASH ON 4-8- DEDUCTED INSURANCE FOR CUST - NO DAMAGE TO RENTAL- DISCOUNTED TOTAL FOR CUST SATISFACTION-

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-02-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 05/26/2011 **Action Time:** 11.23.17.752 **Action Data:** No

Comments CSM TO OBTAIN R. O AND LINE FROM DLR TO HAVE 848.00 RENTAL REFUNDED TO CUST WITH P11 FROM CRC - THANK YOU

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 06/01/2011 **Action Time:** 10.51.08.686 **Action Data:** Yes

Comments EMAILED SM TO REQUEST.. PLS UPDATE AS SOON AS POSSBILE...THE CASE FOR CUST BRADLEY IS JUST AWAITING AN R.O AND LINE TO BE USED FOR THE P11 VEHICLE PAYMENT REFUND TO THE CUSTOMER.- THANK YOU ...

Data Element Name	Data Value

DATE OF FOLLOW UP:	06-06-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 06/06/2011 **Action Time:** 12.16.32.118 **Action Data:** Yes

Comments SEE ALL CASES ON FILE- CMS AWAITING CLAIM INFO FOR REFUND AGREED TO- CUST HAS SINCE ISSUED LEGAL COMMUNICATIONS TO DRP- SILENT F/U ONLY

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-13-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 06/13/2011 **Action Time:** 12.25.15.869 **Action Data:** Yes

Comments == CSM JBROW710 EXT 7744== OBC TO DLR == LM ON VM FOR PAM S/M == ADVISED THAT I WAS SEEKING TO DISCUSS THE CUST CASE WITH HER == ADVISED THAT CSM IS SEEKING TO GATHER INFORMATION FOR RO AND LINE NUMBER = SO THAT 848.00 REIMBURSEMENT CAN BE PROVIDED TO THE CUST == IN REGARDS TO RENTAL == AS PREVIOUSLY DOCUMENTED BY PREVIOUS AGENT == ADVISED OF MY CONTACT INFORMATION 866-631-3788 EXT 7744 == ALSO PROVIDED CSM E MAIL JBROW710@FORD.COM == ADVISED TO PLEASE CONTACT WITH CODE INFORMATION SO THAT CSM CAN GET CODE PROVIDED == CSM WILL MONITOR FOR CODE INFORMATION =-== THANK YOU == CSM SCHEDULING SILENT F/U FOR FRIDAY 06/17/2011 BY 5 PM EST == TO VERIFY CODE INFORMATION HAS BEEN RECEIVED ==

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-17-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: PAM BEAVERS **Analyst:** P-BEAVE6
Action Date: 06/13/2011 **Action Time:** 16.33.28.853 **Action Data:** No

Comments WE HAVE NOT RECEIVED ANY INVOICES FROM CUSTOMER FOR REIMBURSMENT. I HAVE SENT EMAIL TO JODY BROWN WITH UPDATE.CUSTOMER DID BRING VEHICLE IN FOR EXHAUST LEAK ON 5/25/11 WE HAVE REPAIRED VEHICLE. CUSTOMER PAID FOR THE REPAIR. CUSTOMER HAS NOT MENTIONED TO RONNIE WATKINS FORD ANYTHING ABOUT REIMBURSMENTS. PAM BEAVERS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: ALLEN ROBERT **Analyst:** RALLE192
Action Date: 06/17/2011 **Action Time:** 10.20.13.384 **Action Data:** Yes

Comments CSM ROB EXT 7700 - OBC TO DLR LEFT V/M FOR UPDATE - PER CSM JODY'S SILENT F/U - RESETTING

F/U FOR 06-20

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-20-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: PAM BEAVERS **Analyst:** P-BEAVE6
Action Date: 06/17/2011 **Action Time:** 11.12.49.989 **Action Data:** No

Comments REPAIR ORDER FOR REIMBURSMENT TO CUSTOMER RO # 221644 LINE A FOR $848.00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** OTHER
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 06/17/2011 **Action Time:** 13.18.53.015 **Action Data:** No

Comments == CSM RECEIVED E MAIL FROM DLR == CSM SENT E MAIL TO DLR TO PROVIDE CODE FOR CUST REIMBURSEMENT == P&A 00815 == RO 221644 == LINE "A" == TOTAL 848.00 == P11 CODE M09KR == CSM ADVISED DLR TO PLEASE UPDATE CASE OR CSM ONCE THE CHECK HAS BEEN SENT TO CUST == SO CSM CAN CLOSE CASE == AS THERE IS NO CUST CONTACT REQUIRED ==

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: ALLEN ROBERT **Analyst:** RALLE192
Action Date: 06/20/2011 **Action Time:** 11.26.51.552 **Action Data:** Yes

Comments CSM ROB EXT 7700 - OBC TO DLR LEFT A VM WITH PAM - SETTING A F/U 06-21

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-21-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** INBOUND EMAIL-OTHER
Analyst Name: ALLEN ROBERT **Analyst:** RALLE192
Action Date: 06/20/2011 **Action Time:** 15.16.24.734 **Action Data:** Yes

Comments CSM ROB EXT 7700 - PAM S/ADMIN ADVISED THAT THE CHECK WILL BE SENT OUT ONCE THE PAYMENT IS RECIEVED - CSM ADVISED THAT SHE DOCUMENT THE CHECK NUMBER ONCE THE CHECK HAS BEEN SENT - RESETTING F/U FOR LATER THIS WEEK 06-23

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-23-2011

TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: ALLEN ROBERT **Analyst:** RALLE192
Action Date: 06/23/2011 **Action Time:** 14.38.30.370 **Action Data:** Yes

Comments CSM ROB EXT 7700 - PAM S/A ADVISED THE AMOUT OF CHECK $848.00 - CSM SENT AN EMAIL ADVISING FOR A CHECK # - ONCE CSM RECEIVES CHECK # CSM WILL CALL CUST WITH INFO AND CLOSE CASE - SETTING F/U 06-24

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-24-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CONCERN RESOLVED
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 67000 MI **Comm Type:** PHONE
Analyst Name: ALLEN ROBERT **Analyst:** RALLE192
Action Date: 06/24/2011 **Action Time:** 11.58.50.764 **Action Data:** Yes

Comments CSM ROB EXT 7700 - OBC TO DLR SPOKE WITH PAM S/A - S/A ADVISED OF CHECK # 73669 - OBC TO TO CUST - CSM ADVISED CUST OF CHECK # AND AMOUT OF CHECK - NO FURTHER ACTION FROM CSM -

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	86
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	848.00
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORD'S SHARE OF REPAIR COST-P11 ($)	848.00
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW3CR3AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360
Name: MR[redacted] Owner Status: Original WSD: 2010-06-14
Symptom Desc: FUEL SYSTEM LEAKS PUMP/SEAL AREA Primary Phone: [redacted]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 02/01/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: US CONCERN CASE BASE
Odometer: 59000 MI Comm Type: PHONE
Analyst Name: TORRES CONNIE Analyst: CTORRE55
Action Date: 01/31/2011 Action Time: 13.27.05.779 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
AL		BRADLEY	4405391118	SPOUSE

Comments CUSTOMER SAID: -MULTI REPAIR -5000 MI-WATER IN FUEL WOULD NOT WARRANTLY- COST $10,500 TO FIX, -COUPLE OF MONTHS LATER DIED WHILE DRIVING IT-WIREHARNESS REPLACED (WARRANTY) -THEN SMOKING REALLY BAD-WIRING HARNESS AND FUEL PUMP(WARRANTY) -OIL LEAK IN FRONT(WARRANTY) -OIL LEAK IN BACK (WARRANTY)-CURRENT CONCERN POWER STIRRING PUMP LEAKING ABOUT 1/2 PINT UNDER TRUCK THIS MORNING-NOT TAKE TO DEALERSHIP-CONCERN THE WARRENTY HAS RAN OUT AND WILL CONTINUE TO HAVE PROBLEMS WITH TRUCK -REQUESTING BUYBACK RONNIE WATKINS FORD101 GEORGE WALLACE DRIVEGADSDEN AL 35903(256) 543-9400CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.

Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME
Dealer: 00815 RONNIE WATKINS FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 59000 MI Comm Type: PHONE
Analyst Name: BECERRA,MELISSA Analyst: MBECERR2
Action Date: 02/01/2011 Action Time: 13.21.23.202 Action Data: No

Comments CSM MISSY X 7745- REVIEWED VEH AND HISTORY - HOTLINE CONTACT 1/13 /11 AND JULY 2010 FOR RUNS ROUGH CONCERN- NO OTHERS TO DATE - NO FORD ESP ON FILE- AS PER CUST, CURRENT CONCERN- CALLED CUST MR[redacted] - CUST CONFIRMS MILEAGE- CUST SAYS THAT VEH IS DRIVEN BY CUSTOMER'S SON- CURRENT CONCERN IS POWER STIRRING PUMP LEAKING ABOUT 1/2 PINT UNDER TRUCK - VEH OUT OF STATE WITH SON- SAYS THAT HE WAS TOLD THE LEAK ISSUE IS NOT UNDER ANY WARRANTY- 3/36 WOULD HAVE COVERED IT, BUT HAS NOT BEEN DIAGNOSED(?)- CSM ADVISED THAT WHEN VEH IS AT THE DLRSHP, CAN REVIEW OPTIONS FOR ASSISTING IN COST IF WARRANTABLE, - WILL NOT BE ABLE TO MAKE ANY DECISIONS ON THIS UNTIL VEH IS AT DLRSHP AND DIAGNOSE- CUST SAYS HE HAS HAD TOO MANY ISSUES WITH VEH ALREADY AND THINKS IT IS A LEMON THAT SHOULD BE BOUGHT BACK AND GET A NEW ONE- CSM ADVISED THAT WHILE VEH WILL NOT BE BOUGHT BACK OR REPLACED BY MANUFACTURER, BUT WILL ASSIST IN REPAIR COST AND CAN REVIEW WHEN VEH IS BROUGHT IN IF WE CAN ISSUE A GOODWIL DEISEL CARE ESP TO HELP CUST WITH FUTURE ENGINE ISSUES- CUST SAYS HE WOULD RATHER HAVE AN EXTENSION ON BTB WARRANTY- (SEE MILEAGE IS 59000 NOW AND VEH IS BEIBNG DRIVEN OUT OF STATE) - CSM ADVISED CUST THAT AT EARLIEST CONVENIENCE BASED ON MILEAGE AND IN ORDER TO REVIEW CURRENT CONCERN AND ESP REQUEST- ALSO ADVISED NO BTB WARRANTY EXSTENSION - CUST AGREEABLE, SAYS HE THOUGHT MAY HAVE TO GET AN ATTRONEY -PROVIDED CUST WITH CSM CALL BACK NUMBER AND CASE NUMBER TO ADVISE WHEN SON IS LOCAL AND APPT IS SET- CUST AGREESCLOSED UNTIL FURTHER NOTICE- ALSO REMINDED THAT

MILEAGE IS CRUCIAL TO DETERMINE ASSISTANCE AND ESP OPTION- CUST AWARE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 59000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/04/2011 **Action Time:** 12.07.48.204 **Action Data:** Yes

Comments CSM MISSY X 7745- LIVE CALL FROM MRS BRADLEY WHO SAYS VEH WAS TAKEN TO DLRSHP THIS MORNING FOR DIAG-UPDATING CSM AS REQUESTED OF HUSBAND (SEE HISTORY) - ADVISED CUST THAT I WILL RE-OPEN CASE AND WILL F/U WITH CUST NO LATER THAN 6 PM EST 2-7- CUST VERY AGREEABLE

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-07-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 59000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/04/2011 **Action Time:** 12.26.09.301 **Action Data:** No

Comments - RE-OPENED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 59000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/04/2011 **Action Time:** 12.26.50.236 **Action Data:** Yes

Comments F/U WITH CUST NO LATER THAN 6 PM EST 2-7

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-07-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/07/2011 **Action Time:** 16.56.09.456 **Action Data:** Yes

Comments CSM - CALLED DLR TO CHECK ON DIAG - SM PAM UNAVAILABLE AS PER JOEY IN SVC - WAS REFERRED TO STEVE SMITH WHO SAYS CHANGED OIL AND FOUND NOTHING ELSE WRONG WITH POWER STEERING - CUST TOOK VEH SAME DAY (FRI) - CUST HAS SINCE COME BACK TODAY FOR CONCER OF RUNNING ROUGH AND MAYBE A FUEL ISSUE- DLR NOT ABLE TO TAKE VEH IN AS F YET DUE TO MANY ITHER VEHS TO HANDLE RIGHT NOW- CUST OPTE TO LEAVE VEH FOR DIAG IN TURN- POSSBILY FRI BEFORE VEH CAN BE LOOKED AT FOR DRIVABILITY CONCERN FOR CUST - WILL UPDATE - CSM CALLED CUST MR BRADLEY 440-539-1118 - REITERATED AS PER CALL TO DLR - CUST AGREEABLE- CSM TO F/U ON FRI 2-11 BY 6 PM EST- SAYS CURRENT SYMPTOM IS SMOKING AND RUNNING ROUGH - CSM CONFIRMED CUST IS AWARE OF WAIT ON DIAG AT DLRSHP, THOUGH HE IS OUT MONEY WHEN VEH IS DOWN - CUST MAY SPEAK WITH STEVE SMITH ON DRIVABILITY IN THE INTERIM-(CUST ALSO MENTIONS HE WANTS TO GET OUT OF THE VEH) - CSM ALSO ADVISED OF NO BUYBACK OR REPLACEMENT AVAIL THRU FORD , ALTHOUGH HAPPY TO F/U ON FACILTIATING

SVC AND CONFIRMING THAT HOTLINE IS UTILIZED IF ANY ASSISTACNE IS NEEDED- CUST SAYS HE MAY HAVE TO THINK ABOUT GETTING LEGAL HELP IF NO REPLACEMENT - - CUST SAYS VEH IS NOW 61,000 MILES AS SON DROVE VEH SINCE LAST CALL WITH CUST (MILAGE UPDATED) - CSM ALSO AS PER CUST INQUIRY, ADVISED OF 5/100,000 DETAIL FOR ENGINE WARRANTY- CUST TO SEE DLR ABOUT POSSBILE P/U OF VEH UNTIL DLR IS AVAIL TO DIAGNOSE IT

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-11-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 61000 MI **Comm Type:** VISIT
Analyst Name: PAM BEAVERS **Analyst:** P-BEAVE6
Action Date: 02/08/2011 **Action Time:** 14.12.18.224 **Action Data:** No

Comments WE HAVE INSPECTED THE VEHICLE FOR LEAKS NO LEAKS FOUND. CUSTOMER PICKED VEHICLE UP FRIDAY 2/4/11 CUSTOMER BROUGHT BACK IN YESTERDAY 2/7/11 FOR RUNNING ROUGH WE HAVE NOT BEEN ABLE TO VERIFY ANY CONCERNS AT THIS POINT.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/10/2011 **Action Time:** 09.17.40.896 **Action Data:** No

Comments SEEKING STATUS OF REVIEW FOR 2-11 FOLLOW UP- PLS ENSURE ALL BULLITENS ARE CHECKED AND HOTLINE TO CHECK ON POSSBILE KNOWN CONCERNS IF APPLICABLE- THANK YOU

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 61000 MI **Comm Type:** VISIT
Analyst Name: STEVE SMIT **Analyst:** S-SMI100
Action Date: 02/10/2011 **Action Time:** 17.17.18.352 **Action Data:** No

Comments TEST DROVE VEHICLE NUMEROUS TIMES AND PULLED CODES NO TROUBLE CODES-COLD STARTED NUMEROUS TIMES COULD NOT VERIFY

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/11/2011 **Action Time:** 17.32.26.052 **Action Data:** Yes

Comments CSM CALLED CUST MR BRADLEY 440-539-1118 - ADVISED OF UPDATES FROM DLRS AND NO BULLITENS- ASKED FOR TRADE ASSISTANCE- CSM DECLINED AND EXPLAINED WHY- DID ADVISE OF ESP POSSIBLY AVAIL FOR PEACE OF MIND DUE TO CUST CONCERNS AND WORRIED ABOUT EXPENSIVE REPAIRS OUTSIDE OF WARRANTY- TUESDAY 2-17 BY 5:30 PM EST - CUST VERY AGREEABLE TODAY

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-17-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/14/2011 **Action Time:** 14.29.16.768 **Action Data:** No

Comments REQUESTED UPDATE FROM SM ON VEH - CSM TO F/U 2-17- SEEKIGN CONFIRMATION OF DLR FINAL COMMUNICATIONS WITH CUST AND FINAL DIAG -THANK YOU

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** DEALER
Odometer: 61000 MI **Comm Type:** VISIT
Analyst Name: PAM BEAVERS **Analyst:** P-BEAVE6
Action Date: 02/14/2011 **Action Time:** 14.46.58.689 **Action Data:** No

Comments WE RAN SEVERAL DIAGNOSTIC TEST, FOUND NO CODES AND VEHICLE WAS OPERATING NORMAL.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/17/2011 **Action Time:** 15.31.25.130 **Action Data:** Yes

Comments - CSM CALLED CUST AT BRADLEY 440-539-1118 - REVIEWED DLR UPDATES AND CONCERNS DOCUMENTED- NPF WITH POWER STEARRING LEAKS- MAY CALL DLR AND CSM IF ANY FUTURE CONCERNS TO BE FOLLOWED UP ON - ALSO ADVISED OF OFFER FOR 7/200 DEISEL CARE ESP AS GOODIWLL - CUST ACCEPTS - CONFIRMS ADDRESS AND VEH OWNER NAME ON FILE AS CORRECT - CSM TO LOAD ESP - SILENT F/U TO AWAIT APPROVAL ONLY- CUST AGREEABLE TO CASE CLOSING UNTIL FURTHER NOTICE OTHERWISE-

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-02-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/25/2011 **Action Time:** 11.36.20.142 **Action Data:** No

Comments ESP REJECTED IN RAV- RESUBMITTING

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 02/25/2011 **Action Time:** 11.46.52.222 **Action Data:** No

Comments EMAILED BILL BILLUPS TO ASK FOR ONLINE ASSISTANCE WITH ESP UPLOAD CONCERN

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00815 RONNIE WATKINS FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI
Comm Type: INBOUND EMAIL-OTHER
Analyst Name: BECERRA,MELISSA
Analyst: MBECERR2
Action Date: 02/25/2011
Action Time: 11.58.28.583
Action Data: No

Comments ONLINE CONCERN IN RAV RESOLVED - CSM UPLOADED ESP DEILSE CARE 7/200 LIMITED ENGINE COVERAGE REQUEST

Action: CONCERN ADDRESSED
Dealer: 00815 RONNIE WATKINS FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI
Comm Type: INBOUND EMAIL-OTHER
Analyst Name: BECERRA,MELISSA
Analyst: MBECERR2
Action Date: 03/01/2011
Action Time: 09.01.26.645
Action Data: Yes

Comments RECEIVED APPROVAL EMAIL FOR ESP - CSM CLOSING CASE UNTIL FURTHER NOTICE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	86
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: TRANSFER ISSUE
Dealer: 09916 LARRY HILLFORD, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 61000 MI
Comm Type: PHONE
Analyst Name: BECERRA,MELISSA
Analyst: MBECERR2
Action Date: 04/07/2011
Action Time: 13.31.04.052
Action Data: No

Comments TOOK LIVE CALL FROM CUST WHO SAYS HAS HAD OTHER ISSUES SINCE LAST ISSUES- THREE REPAIRS SINCE - TRANSMISSION HAS NOW BLOWN OUT AND WONT MOVE AT ALL WHILE THEY WERE DRIVING- SON WAS DRIVING VEH TODAY AND WAS JUST RETURNED FROM THE DLRSHP YESTERDAY IN GADSTEN- BEING TOWED TO VEH TO DLRSHP IN CLEVELAND TN

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI
Comm Type: OTHER
Analyst Name: BECERRA,MELISSA
Analyst: MBECERR2
Action Date: 04/07/2011
Action Time: 13.46.08.368
Action Data: Yes

Comments CSM FOR JODY X 7744- CUST CALLED RIGHT BACK AS REQUESTED TO CONFIRM DLR INFO - APPROX MILEAGE 62000- VEH MID-TOW- CSM ADVISED CUST OF CSM F/U FROM JODY WITH CURRENT DLR ON DIAG AND CONCERN REVIEW- APOLOGIZED FOR INCONVENIENCE WITH NEW VEH - CUST AGREES TO AWIAT F/U AS ADVISED- CSM EMAILED CMS JODY TO ADVISE OF CASE OPEN TODAY AND TRANSFER OF CASE AND F/U FOR 4-8- THANK YOU

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-08-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 04/08/2011 **Action Time:** 09.28.29.908 **Action Data:** Yes

Comments ==CSM JBROW710 EXT 7744==INITIAL CASE CONTACT=ALL APPROPRIATE RESOURCES HAVE BEEN ALREADY BEEN REVIEWED=RESOURCES INCLUDE OASIS, CUDL HISTORICS, GCQIS, LTV AND AWS== 2010 F-350 6.4 == WSD 06/14/2010 == 84/200/8000 HRS DIESEL ESP == NO WARRANTY REPAIRS FOR TRANS CONCERNS == THE VEH HAS A CAR HAULER ON THE BACK == THERE WERE 3 VEHS ON THE HAULER == THE HAULER HAS 3 AXLES == DLR IS NEEDING TO VERIFY IF THE VEH IS HAULING TO MUCH == ADVISED NEED TO GET WITH HOTLINE == AND WILL ALSO NEED TO TAKE PICTURES == DLR AGREED == THEY WILL START THE DIAGNOSIS TODAY (4/8) === DLR WILL ADVISE ONCE DIAGNOSIS IS COMPLETE == NEXT STEPS == OBC TO CUST AL BRADLEY 440-539-1118 == SPOKE TO MR BRADLEY == I NEED TO ADVISE YOU THAT THIS CALL IS RECORDED FOR QUALITY ASSURANCE == THE CUST ADVISED THAT THE GEARS WOULD NOT WORK == THE CUST COULD NOT GET THE VEH INTO GEAR == THE CUST ADVISED THAT THE VEH HAS A CAR HAULER == THE HAULER HOLDS 3 VEHS == IT IS A 3 AXLE TRAILER == THE CUST ADVISED THAT HE WAS HAULING AT THE TIME OF THE TRANS CONCERN == AND THERE WERE 3 VEHS ON THE HAULER == THE CUST DID VERIFY THE MILEAGE OF THE VEH == ADVISED THAT THE DLR IS GOING TO START THE DIAGNOSIS TODAY (4/8) == ADVISED THAT THE DLR IS GOING TO CONTACT HOTLINE == ADVISED THAT WE CAN THEN GO FORWARD FROM THERE == THE CUST IS UPSET THAT HE JUST GOT THE VEH BACK == AND IS HAVING ANOTHER CONCERN == ADVSIED OF MY INFORMATION 866-631-3788 EXT 7744 == SCHEDULED F/U FOR MONDAY 04/11/2011 BY 5 PM EST == TO VERIFY WHAT THE DLR HAS FOUND == NEXT STEPS ==

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-11-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 04/11/2011 **Action Time:** 09.41.32.439 **Action Data:** Yes

Comments ==CSM JBROW710 EXT 7744== OBC TO DLR == SPOKE TO CLYDE S/M == THE TRANS HAD CATASTROPHIC FAILURE == CHUNKS OF METAL IN THE TRANS == THERE WERE SEVERAL SELINOID FAILURES == THE TOTAL 3775.41 == CSM ADVISED WILL ASSIST WITH 3020.33 (80%) == CUST RESPONSIBLE FOR 755.08 (20%) == OBC TO CUST AL BRADLEY 440-539-1118 == LM ON VM == ADVISED OF OFFER OF ASSISTANCE == ADVISED THAT IF HE IS SEEKING TO ACCEPT THE OFFER OF ASSISTANCE == HE WILL NEED TO CONTACT THE DLR TO AUTHORIZE THE REPAIRS OF THE VEH == SCHEDULED F/U FOR MONDAY 04/18/2011 BY 5 PM EST == TO VERIFY VEH HAS BEEN REPAIRED == VERIFY THE REPAIR OF THE VEH ==

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-18-2011

TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 04/18/2011 **Action Time:** 09.20.37.682 **Action Data:** Yes

Comments CSM FOR JODY X 7744- CALLED CURRENT DLR LARRY HILLFORD, INC. DEALER ADDRESS: 2496 SOUTH LEE HIGHWAY CLEVELAND TN 373117340 DEALER MAIN PHONE: 423-472-5454 - SPOKE TO ROBERT WHO ADVISES THEY ARE AWAITING A REMAN TRANSMISSION TO INSTALL IN VEH - TRANNY IS EN ROUTE FROM ANOTHER DLR AS THE ORDER FRO FORD IS BACKORDERED (USING SUPPLIER FRED JONES. COULD NOT BUY FROM DLR DIRECT) TRANNY DUE ANY DAY. - MAY BE MIDDLE OF NEXT WEEK BEFORE COMPLETED- DIESEL TEHC IS OUT AND SVC DEPT IS BACKED UP BY THREE VEHS- CSM CALLED CUST AT AL BRADLEY 440-539-1118 - ADVISED OF APPROX COMPLETION DATE ESTIMATE OF MID- NEXT WEEK- ADVISED TO STAY IN CONTACT WITH ADVISOR ON PROGRESS AS WELL IF DESIRED AND RESET CSM FOR NO LATER THAN 6 PM EST 4-26 TO F/U WITH CUST ON REPAIRS AND ENSURE IF VEH IS NOT REPAIRED, UPDATES ARE RELAYED- ALSO REMINDED OF JODY'S CALL BACK NUMBER AND EX AS WELL AS CASE NUMBER AS REFERENCE- CUST SAYS THIS VEH IS HIS SONS AND HE LIVES IN ALABAMA- COST 200 DOLALRS FOR CUSTOMERS FRIEND TO COME AND GET HIM, AND HAS NO TRANSPORTATION - CSM ADVISED OF 50 DOLLARS PER DAY FOR TEN DAYS REFUNDABLE- CUST AGREEABLE -

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-26-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 04/20/2011 **Action Time:** 14.50.14.018 **Action Data:** No

Comments RECEIVED MSG FROM CUST WHO SAYS HE WOULD " LIKE CALL BACK AS IT SEEMS THAT FORD IS DRAGGING THEIR FEET ON THIS REPAIR" - PROVIDES CASE NUMBER AND CALL BACK NUMBER 440-539-1118 - CSM FORWARDED TO VM OF CURRENT CSM JODY X 7744 TO REQUEST CST CALL BACK

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 04/20/2011 **Action Time:** 15.29.36.724 **Action Data:** Yes

Comments ==CSM JBROW710 EXT 7744 == CSM RECEIVED VM FOR CSM ADVISING CUST IS SEEKING CONTACT FROM CSM == ADVISING THAT THE DLR IS DRAGGING THEIR FEET WITH THE REPAIR == OBC TO DLR == SPOKE TO CLYDE S/M == THE VEH HAS BEEN REPAIRED == THE CUST IS GETTING READY TO LEAVE THE DLR == OBC TO CUST AL BRADLEY 440-539-1118 == LM ON VM == ADVISED THAT I UNDERSTAND THAT THE VEH IS READY TO BE RELEASED AT THIS TIME == SHOULD BE LEAVING THE DLR == ADVISED WILL F/U FRIDAY 04/22/2011 BY 5 PM EST == TO VERIFY THE REPAIRS OF THE VEH ==

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-22-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BECERRA,MELISSA **Analyst:** MBECERR2
Action Date: 04/20/2011 **Action Time:** 15.46.39.759 **Action Data:** No

Comments RECEIVED MSG FROM CUST WHO SAYS HE WOULD " LIKE CALL BACK AS HE JUST MISSED CALL FOR CSM "- CSM FORWERDED MSG TO CSM JODY FOR CALL BACK AND REQUEST TO CLARIFY WITH CUST THE EXT TO REACH CORRECT CSM - THANK YOU

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 04/20/2011 **Action Time:** 16.01.23.385 **Action Data:** No

Comments ==CSM JBROW710 EXT 7744 == CSM RECEIVED VM FOR CSM ADVISING CUST IS SEEKING CONTACT FROM CSM == ADVISING THAT THE DLR IS DRAGGING THEIR FEET WITH THE REPAIR == OBC TO CUST AL BRADLEY 440-539-1118 == SPOKE TO MR BRADLEY == THE CUST ADVISED THAT THE DLR DAMAGED THE TOW MOTOR == CUST ALSO REQUESTING TOW REIMBURSEMENT AS ADVISED BY PREVIOUS CSM == CSM ADVISED WILL HAVE HIM FAX IN RECEIPTS WHEN HE RETURNS RENTAL == CUST AGREED -== ADVISED WILL KEEP SCHEDULED F/U == CUST AGREED ==

Action: CONCERN RESOLVED
Dealer: 09916 LARRY HILLFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 62000 MI **Comm Type:** PHONE
Analyst Name: BROWN,JODY **Analyst:** JBROW710
Action Date: 04/22/2011 **Action Time:** 09.57.52.153 **Action Data:** Yes

Comments ==CSM JBROW710 EXT 7744==OBC TO DLR == SPOKE TO CLYDE S/M == THE TRAILER HITCH HAS BEEN FIXED == THE CUST HAS THE VEH == OBC TO CUST AL BRADLEY 440-539-1118 == LM ON VM == ADVISED THAT I WAS SEEKING TO SEE HOW HIS VEH WAS DOING AT THIS TIME == ADVISED THAT IF HE HAS ANY FUTURE QUESTIONS OR CONCERNS TO PLEASE GIVE US A CALL BACK == PROVIDED NUMBER FOR CRC 800-392-3673 == AT THIS TIME NO FURTHER ACTION IS REQUIRED FROM CSM == CASE CLOSED ==

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	85
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW3CR3A[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360
Name: [redacted] Owner Status: Original WSD: 2010-06-14
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-ESP COVERED Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE - TOW - WHEEL LIFT
Dealer: Origin Desc: COACHNET - CAC
Odometer: 076237 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 04/08/2011 Action Time: 20.33.18.547 Action Data: No

Comments MILEAGE:76237/CALLER:KEITH/MEMBER IS CARRYING A CA

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW3CR3AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360
Name: MR[redacted] Owner Status: Original WSD: 2010-06-14
Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE Primary Phone: [redacted]
Reason Desc: RAV - OTHER Secondary Phone: [redacted]
Issue Type: 08 RAV Issue Status: CLOSED

Action: ESP DIESELCARE

Dealer: 00815 RONNIE WATKINS FORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 59000 MI

Comm Type: MAIL

Analyst Name: DAUNT,CHRIS

Analyst: C-DAUNT

Action Date: 03/04/2011

Action Time: 20.00.14.908

Action Data: No

Comments reg'd E-DC 84/200 $0 ded

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW3CR3AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360
Name: MR [redacted] Owner Status: Original WSD: 2010-06-14
Symptom Desc: Primary Phone: [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 59000 MI Comm Type: PHONE
Analyst Name: TORRES CONNIE Analyst: CTORRE55
Action Date: 01/31/2011 Action Time: 13.28.13.591 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW3CR3AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1738983360

Name: MR[redacted] Owner Status: Original WSD: 2010-06-14

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [redacted]

Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: 4[redacted]

Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE - TOW - WHEEL LIFT

Dealer: Origin Desc: COACHNET - CAC

Odometer: 045875 MI Comm Type: MAIL

Analyst Name: Analyst: SYSTEM

Action Date: 12/02/2010 Action Time: 20.31.35.798 Action Data: No

Comments 45875 MILES-TOW TO SERVICE-DIED/WON'T START

Ford Confidential



CT Corporation

Service of Process Transmittal

01/04/2011
CT Log Number 517830445

TO: Chris Dzbanski, c/o Mary Rihani
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Texas**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Citation, Original Petition and Request for Disclosure
COURT/AGENCY:	152nd Judicial District Court Harris County, TX Case # 201082897
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Defects with 2008 Ford F450, VIN 1FTXW42R98E[redacted], 2008 Ford F450, VIN 1FTXW46R88E[redacted], and 2008 Ford F450, VIN 1FTXW46R88E[redacted] - Failure and refusal to correct defects within a reasonable time
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Dallas, TX
DATE AND HOUR OF SERVICE:	By Certified Mail on 01/04/2011 postmarked on 12/29/2010
APPEARANCE OR ANSWER DUE:	By 10:00 a.m. on the Monday next following the expiration of 20 days
ATTORNEY(S) / SENDER(S):	Craig M. Patrick Patrick Law Firm, P.C. 3333 Lee Parkway Suite 600 Dallas, TX 75219 214-665-9510
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796622123375 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Beatrice Casarez 350 North St Paul Street Suite 2900 Dallas, TX 75201 214-932-3601

OFFICE OF THE GENERAL COUNSEL
11 JAN -5 P4:45
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

RECEIPT NUMBER 384713 65.00
TRACKING NUMBER 72778436 CTM

CAUSE NUMBER 201082897

PLAINTIFF: CLEAN-CO SYSTEMS INC
vs.
DEFENDANT: FORD MOTOR COMPANY

In The 152nd **Judicial District Court of Harris County, Texas**

CITATION CORPORATE

THE STATE OF TEXAS
County of Harris

TO: FORD MOTOR COMPANY (CORPORATION) BY SERVING THROUGH ITS REGISTERED AGENT C T CORPORATION SYSTEM

350 N ST PAUL STREET DALLAS TX 75201

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE .

This instrument was filed on the 21st day of December, 20 10, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED; you may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This Citation was issued under my hand and seal of said Court, at Houston, Texas, this 27th day of December, 20 10.

Issued at request of:
PATRICK, CRAIG MADISON
3333 LEE PKWY #600
DALLAS, TX 75219
Tel: (214) 665-9545
Bar Number: 792743

DISTRICT COURT OF HARRIS COUNTY TEXAS

LOREN JACKSON, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
P.O. Box 4651, Houston, Texas 77210

Generated by: MCGEE, PURSHILLA U1K/7MM/8897955

OFFICER/AUTHORIZED PERSON RETURN

I received this citation on the ____ day of _____, 20 __, at ____ o'clock ____.M., endorsed the date of delivery thereon, and executed it at _____, _____,
(street address) (city)
in _____ County, Texas on the ____ day of _____, 20 __, at ____ o'clock ____. M.,
by delivering to _____, by delivering to its
(the defendant corporation named in citation)
_____, in person, whose name is _____,
(registered agent, president, or vice-president)
a true copy of this citation, with a copy of the _____ Petition attached,
(description of petition, e.g., "Plaintiffs Original"
and with accompanying copies of _____.
(additional documents, if any, delivered with the petition)

I certify that the facts stated in this return are true by my signature below on the ____ day of _____, 20____.

FEE: $ _____

By: _____
(signature of officer)

Printed Name: _____

As Deputy for: _____

EA11-003 000231LC

2010-82897 / Court: 152

Filed 10 December 21 P9:01
Loren Jackson - District Clerk
Harris County
ED101J016105663
By: Nelson Cuero

CAUSE NUMBER: _____

CLEAN-CO SYSTEMS, INC.	**IN THE DISTRICT COURT**
V.	**____ JUDICIAL DISTRICT**
FORD MOTOR COMPANY, CHASTANG ENTERPRISES, INC. D/B/A CHASTANG BAYOU CITY FORD, AND TOMMY VAUGHN MOTORS, INC.	**HARRIS COUNTY, TEXAS**

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

CLEAN-CO SYSTEMS, INC., Plaintiff, complains of **FORD MOTOR COMPANY AND CHASTANG ENTERPRISES, INC. D/B/A CHASTANG BAYOU CITY FORD AND TOMMY VAUGHN MOTORS, INC.**, Defendants, and files this its Original Petition.

DISCOVERY CONTROL PLAN

1. Pursuant to the Texas Rules of Civil Procedure, Plaintiff gives notice that it intends to pursue a discovery control plan pursuant to Rule 190.3 (Level 2).

PARTIES

2. Plaintiff is a Texas Corporation with its pricipal place of business in Houston, Texas.

3. Defendant **FORD MOTOR COMPANY ("FORD")** is a corporation authorized to conduct business in the State of Texas and may be served through its registered agent, C T Corporation System, at 350 N. St. Paul Street, Dallas, Texas 75201.

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4. Defendant **CHASTANG ENTERPRISES, INC. D/B/A CHASTANG BAYOU CITY FORD** is a corporation authorized to conduct business in the State of Texas and may be served through its registered agent, Joseph E. Chastang at 6200 North Loop East, Houston, Texas 77026. No service is requested of **CHASTANG ENTERPRISES, INC. D/B/A CHASTANG BAYOU CITY FORD** at this time.

5. Defendant **TOMMY VAUGHN MOTORS, INC.** is a corporation authorized to conduct business in the State of Texas and may be served through its registered agent, James Janke, 1145 N. Shepherd Dr., Houston, Texas 77008. No service is requested of Defendant **TOMMY VAUGHN MOTORS, INC.** at this time.

VENUE AND JURISDICTION

6. Venue is proper in Harris County, Texas because all or a substantial part of the facts giving rise to Plaintiff's claims occurred in Harris County and because Plaintiff's principal place of business was in Harris County at the time the breach occurred.

7. Jurisdiction is proper as the amount prayed for is within the jurisdictional limits of this Honorable Court.

STATEMENT OF FACTS

8. On March 31, 2008, Plaintiff purchased 2008 Ford F-450, VIN: 1FTXW42R98EC55082 (Vehicle 1) from Chastang Bayou City Ford, in Houston, Texas for approximately $42,400.

9. Plaintiff has had numerous problems with Vehicle 1. Since purchase, Vehicle 1 has encountered an excessive number of defects, including but not limited to the fuel injectors, radiators, transmission, thermostat, fuel pump, clutch, and alleged fuel contamination. Vehicle 1 has been in the shop at least 14 times and spent approximately 120 days in the shop. Vehicle 1 still has problems.

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10. On February 13, 2008, Plaintiff purchased 2008 Ford F-450, VIN: 1FTXW46R88EC39039 (Vehicle 2) from Chastang Bayou City Ford, in Houston, Texas for approximately $36,900.

11. Plaintiff has had numerous problems with Vehicle 2. Since purchase, Vehicle 2 has encountered an excessive number of defects, including but not limited to the radiator, EGR cooler, fuel pump, short block replacement, coolant leaks, and not starting. Vehicle 2 has been in the shop at least 3 times and spent approximately 60 days in the shop. Vehicle 2 still has problems.

12. On December 11, 2008, Plaintiff purchased 2008 Ford F-450, VIN: 1FTXW46R88EC39039 (Vehicle 3) from Tommie Vaughn Motors in Houston, Texas for approximately $36,800.

13. On December 19, 2010, Plaintiff found that Vehicle 3 would start. It was taken to Veterans Ford in Metairie, Louisiana for repair. According to Ford, the cause was fuel contamination, and the warranty was denied. The fuel system was flushed and the fuel rails, high and low pressure fuel pumps, fuel injectors, and fuel cooler were all replaced. The cost of the repair was approximately $10,000, which was not covered by Ford's warranty.

CAUSES OF ACTION

Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA")

14. Plaintiff is a "consumer" as defined in the DTPA.

15. Defendants violated the following provisions of the DTPA:

(1) §17.50(1): the use or employment of a false, misleading, or deceptive acts or practices as defined in §17.46(b)(5), §17.46(b)(7), §17.46(b)(12), §17.46(b)(20), and §17.46(b)(24) of the DTPA that were detrimentally relied upon by Plaintiff;

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(2) §17.50(2): breach of express warranty, as defined in §2.313 of the Tex Bus and Com Code;

(3) §17.50(2): breach of the implied warranty to perform repairs in a good and workmanlike manner, as set forth in *Melody Home Mfg. Co. v. Barnes,* 741 S.W.2d 349, 354 (Tex. 1987);

(4) §17.50(2): breach of the implied warranty of merchantability as defined in §2.314 of the Texas Business and Commerce Code;

(5) §17.50(3): an unconscionable action or course of action as defined by §17.45(5).

16. The limited remedies in the manufacturer's warranties failed of its essential purpose and deprived Plaintiff of the substantial value of the bargain because Defendants did not correct the defects within a reasonable time. TEX. BUS. AND COM. CODE § 2.719. Additionally, the exclusion of consequential damages is unconscionable.

17. Plaintiff further contends that Defendants' violations of the DTPA were committed knowingly and intentionally as those terms are defined in §17.45(9) and §17.45(13) of the DTPA.

18. This conduct was a producing and/or proximate cause of actual damages to Plaintiff, as set forth below.

DAMAGES

19. As a result of Defendants' conduct, Plaintiff has suffered actual damages, including direct, consequential and incidental damages in an amount within the jurisdictional limits of this Court. Such damages include, but are not limited to:

(1) diminished value of the vehicle (the difference at the time and place of acceptance between the value of the vehicle as accepted and the value it would have had if it had been as warranted or represented);

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(2) loss of use;

(3) cost of repair;

(4) loss of income and profits;

(5) out of pocket expenses.

20. Because the conduct of Defendants was done knowingly and intentionally, Plaintiff is entitled to additional damages for a knowing and/or intentional violation of the DTPA pursuant to §17.50(b)(1), in an appropriate amount to be determined by the jury.

ATTORNEY'S FEES

21. Plaintiff seeks all reasonable and necessary attorneys' fees in this case, which include the following:

a. preparation and trial of this lawsuit;

b. post-trial, pre-appeal legal services;

c. an appeal to the Court of Appeals;

d. making or responding to an application for writ of error to the Supreme Court of Texas;

e. an appeal to the Supreme Court of Texas in the event application for writ of error is granted; and

f. post-judgment discovery and collection in the event execution on the judgment is necessary.

CONDITIONS PRECEDENT

22. All notices and other conditions precedent to Plaintiff's right to recover herein have been performed or have occurred.

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REQUEST FOR DISCLOSURE

23. Pursuant to Texas Rule of Civil Procedure 194, Defendants are requested to disclose the information or material described in Rule 194.2.

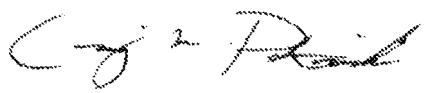
JURY DEMAND

24. Plaintiff demands trial by jury.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants be cited to appear and answer herein, and that upon final trial, it recover its actual damages, additional statutory damages, exemplary damages, attorney's fees, costs of court, pre-judgment and post-judgment interest at the highest legal rates, and such other and further relief, both general and special, at law or in equity, to which it may be justly entitled.

RESPECTFULLY SUBMITTED:

PATRICK LAW FIRM, P.C.



By: _____
Craig M. Patrick
State Bar No. 00792743

3333 Lee Parkway, Suite 600
Dallas, Texas 75219
Phone: (214) 665-9510
Fax: (214) 665-9511

ATTORNEY FOR PLAINTIFF CLEAN-CO SYSTEMS, INC.

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I, Loren Jackson, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date
Witness my official hand and seal of office
this December 22, 2010

Certified Document Number: 47279260 Total Pages: 6

LOREN JACKSON, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com



LP
Erskin

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

BENNY GEORGE, JR., ESQ., OF COUNSEL
LICENSED IN LOUISIANA

1010 COMMON STREET, SUITE 1740
NEW ORLEANS, LA 70112
(504) 566-1954 FACSIMILE: (877) 557-4392
EMAIL: BGEORGE@LEMONLAWINFO.COM

September 3, 2010

RECEIVED

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	Gary Corn
Vehicle:	09 Ford F-350
VIN:	1FTWW31R49E[redacted]
Date of purchase:	05/13/09
Our File No.:	LA10-10142

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Fuel system;**
3. **Exhaust system;**
4. **Electrical;**
5. **Check engine light;**

10 SEP 15

6. Excessive days out of service.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, a complaint will be filed.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

Benny George, Jr., Esq.
Attorney at Law

CC: [redacted]

TERREBONNE MOTOR CO., INC.
339 ST. CHARLES ST. * P.O. BOX 589
PHONE (985) 876-5100
HOUMA, LOUISIANA 70360
SERVICE PH. (985) 872-5600
FAX (985) 872-3200
[redacted]

155136 361999

INVOICE

[redacted]
HOUMA, LA [redacted]
[redacted]
LL -8 6 30

PAGE 1

FORD KIA

SERVICE ADVISOR: 1791 ABEL PONTIFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]		4904/4904	T7260

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DD	20APR09		17:30 29JUL09		0.00	CASH	31JUL09

R.O. OPENED	READY	OPTIONS:
08:46 29JUL09	12:06 31JUL09	STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
A CHANGE OIL AND FILTER (6.0L & 6.4L ENGINE)				
406P CHANGE OIL AND FILTER (6.0L & 6.4L ENGINE)				
7979 PORET,CHAD LIC#: 7979				
CASHM			27.50	27.50
1 3C3Z*6731*AA KIT-OIL FLTR ELEM & GSKT		27.73	22.50	22.50
HAS				
15 XO15W40QSD 15W40 OIL		2.63	2.63	39.45
1 3C3Z*6734*AA GASKET		4.63	3.76	3.76
HAS				
PARTS: 65.71 LABOR: 27.50 OTHER: 0.00		TOTAL LINE A:		93.21
4904 CHANGED OIL AND REPLACED FILTER				
**********				
B ROTATE TIRES AND CHECK BRAKES ALL FOUR WHEELS				
230PT ROTATE TIRES AND CHECK BRAKES ALL FOUR WHEELS				
7979 PORET,CHAD LIC#: 7979				
CASHM			21.95	21.95
PARTS: 0.00 LABOR: 21.95 OTHER: 0.00		TOTAL LINE B:		21.95
4901 ROTATED TIRES AND CHECKED BRAKES BRAKES OK				
**********				
C DIAG CK ENGINE LIGHT STAYS ON AT TIMES BUT NOW WENT OFF				
15 ELECTRONIC ENGINE CONTROL TEST				
6682 WORLEY,CHRIS LIC#: 6682				
ISPA				(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00		TOTAL LINE C:		0.00
4904 EEC TESTED PCM. DTC P2002. CHECKED AND FOUND AFTERMARKET AIR FILTER CAUSING LOW EXHAUST PRESSURE ACROSS DPF SETTING CODE. MADE EST FOR REPAIRS. CUST DECLINED WORK 1.0 HR DIAGNOSIS				
**********				
D DIAG TRAILER WIRING FAULT LIGHT COMES ON WHEN IT RAINS				
BCE TSTED RAILER BRAKE CONTROL MODUEL DTC C2806				

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

X

CUSTOMER'S SIGNATURE

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CUSTOMER SIGNATURE

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

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www.terrebonnemotorco.com

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INVOICE

[redacted]
HOUMA, LA [redacted]

PAGE 2

FORD KIA

SERVICE ADVISOR: 1791 ABEL PONTIFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]1		4904/4904	T7260

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DD	20APR09		17:30 29JUL09		0.00	CASH	31JUL09

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS
08:46 29JUL09	12:06 31JUL09	

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
	6682 WORLEY,CHRIS LIC#: 6682			
	CASHD		49.95	49.95
PARTS: 0.00	LABOR: 49.95 OTHER: 0.00	TOTAL LINE D:		49.95

4904 TESTED TRAILOR BRAKE CONTROL MODULE DTC C2806. TESTED TRAILOR BRAKE CIRCUITS AND FOUND AFTERMARTKET 7 PIN CONNECTOR IN BED OF TRUCK THAT WAS SCOTCH LOCK TO FACTORY WIRING ALLOWING WATER TO ENTER AND SHORT CIRCUITS TOGETHER. MADE EST FOR REPAIRS. CUST DECLIEND ALL WORK
1.0 HR DIAGNOSIS

****

E DO NOT MOVE SEAT
MISC MISC REPAIR
6682 WORLEY,CHRIS LIC#: 6682
CASH 0.00 0.00

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

****

F (SPECIAL) PERFORM MULTI-POINT INSPECTION
99P (SPECIAL) PERFORM MULTI-POINT INSPECTION
7979 PORET,CHAD LIC#: 7979
CASH 0.00 0.00
GBK BRAKES CHECKED AND O.K.
7979 PORET,CHAD LIC#: 7979
CASH 0.00 0.00
GTIRE TIRES CHECKED AND O.K.
7979 PORET,CHAD LIC#: 7979
CASH 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

4904 PERFORMED MPI

****

CUSTOMER PAY HAZARDOUS WASTE MGMT AND SHOP SUPPLIES FOR REPAIR ORDER 1.38

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	99.40
PARTS AMOUNT	65.71
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.38
TOTAL CHARGES	166.49
LESS INSURANCE	0.00
SALES TAX	14.16
PLEASE PAY THIS AMOUNT	180.65

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INVOICE

[redacted]
HOUMA, LA [redacted]
[redacted]
L:9

PAGE 1

FORD KIA

SERVICE ADVISOR: 1791 ABEL PONTIFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49[redacted]	[redacted]	7162/7162	T8560

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DD	20APR09		17:30 08SEP09		0.00	CASH	17SEP09

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS
17:42 08SEP09	14:08 17SEP09	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A DIAG MESSAGE CENTER SHOWED CLEANING EXHAUST FILTER AND THEN SHOWEED
PULL OVER SAFTLEY AND STOP
MISC REFLASHED PCM
6682 WORLEY,CHRIS LIC#: 6682
ISPA (N/C)

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

7162 INSPECTED AND VERIFIED CONCERN. HOOKED UP IDS AND TESTED PCM DTC P2002. DPF CLOGGED DUE TO AFTERMARKET AIR FILTER AND PROGRAMMER INSTALLED. REFLASHED PCM, CLEARED CODE AND ALL FUEL TABLES AND KAM. ROADTESTED AND PERFORMED REGENERATION AND CLEANED DPF. RETESTED KOER AND PASSED TEST.

****

B (SPECIAL) PERFORM MULTI-POINT INSPECTION
99P (SPECIAL) PERFORM MULTI-POINT INSPECTION
6682 WORLEY,CHRIS LIC#: 6682
CASH 0.00 0.00

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

****

C** AIM HEADLIGHTS
10 AIM HEADLIGHTS
6706 FORD,WAYNE LIC#: 6706
CASHM 24.95 24.95

PARTS: 0.00 LABOR: 24.95 OTHER: 0.00 TOTAL LINE C: 24.95

7162 ADJUSTED HEADLIGHTS

****

D** PUT FACTORY AIR FILTER BACK
CAUSE: INSTALLED ORIGINAL AIR FILTER AND BOX
MISC INSTALL ORIGINAL AIR FILTER AND BOX
375 ELLIS,KEVIN LIC#: 375
ISPA (N/C)

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

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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CUSTOMER SIGNATURE

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

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INVOICE

[redacted]
HOUMA, LA
HOME: [redacted]
[redacted]-3

PAGE 2

FORD KIA

SERVICE ADVISOR: 1791 ABEL PONTIFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]1	[redacted]	7162/7162	T8560

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DD	20APR09		17:30 08SEP09		0.00	CASH	17SEP09

R.O. OPENED	READY	OPTIONS:
17:42 08SEP09	14:08 17SEP09	STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
7162	INSTALLED ORIGINAL AIR FILTER AND BOX						

****

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	24.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	24.95
LESS INSURANCE	0.00
SALES TAX	2.12
PLEASE PAY THIS AMOUNT	27.07

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SERVICE PH. (985) 872-5600

CUSTOMER #: 155136 371664

INVOICE

[redacted]

HOUMA, LA
HOME: [redacted] CONT:N/A
BUS: [redacted]

PAGE 1

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]	[redacted]	15398/15398	T3624

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09	20APR09		17:30 03MAR10		0.00	CHG	06APR10

R.O. OPENED	READY	OPTIONS:
10:20 03MAR10	17:24 06APR10	STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUST STATES BLOWS EXCESSIVE WHITE SMOKE			
MISC MISC REPAIR			
375 ELLIS,KEVIN LIC#: 375			
CASHD		0.00	0.00
3 XO*15W40*QSD OIL - ENGINE	3.92	3.92	11.76
KEVIN			
PARTS: 11.76 LABOR: 0.00 OTHER: 0.00		TOTAL LINE A:	11.76

15398 CRANKCASE OVERFULL WITH OIL/FUEL VERIFIED CONCERN PERFORMED PERF WORKSHEET WITH NO RESULTS GOT WITH HOTLINE RAN TRUCK WITH VALVE COVERS AND RAN FUEL RAIL PRESSURE UP TO 20,000 LBS TO CHECK INJECTORS FOR LEAKS, NO LEAKS FOUND DRAINED CRANKCASE AND LET SIT OVERNIGHT TO CHECK FOR HIGH PRESSURE FUEL PUMP LEAK WITH LOW SIDE FUEL PUMP ENERGIZED, NO LEAKS FOUND CHANGED OIL, DROVE TRUCK OVER 100 MILES AND RECHECKED OIL LEVEL. LEVEL DID NOT RISE AGAIN. NEED TIME FOR R&R VALVE COVERS

****

B CUST STATES RUNS ROUGH
CAUSE: .
MISC DIAG TIME TO TECH AS PER CB
375 ELLIS,KEVIN LIC#: 375
WF40 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

15398 LINE A

****

C (SPECIAL) PERFORM MULTI-POINT INSPECTION
99P (SPECIAL) PERFORM MULTI-POINT INSPECTION
375 ELLIS,KEVIN LIC#: 375
CASH 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

15398 PERFORMED MPI

****

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CUSTOMER SIGNATURE

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

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CUSTOMER #: 155136

371664

INVOICE

[redacted]
HOUMA, LA [redacted]
[redacted] N/A
BUS: [redacted]

PAGE 2

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]		15398/15398	T3624

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DT	20APR09		17:30 03MAR10		0.00	CHG	06APR10

R.O. OPENED	READY	OPTIONS:
10:20 03MAR10	17:24 06APR10	STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS

LINE OPCODE TECH TYPE HOURS			LIST	NET	TOTAL
D** INSTALL VDR (FLIGHT RECORDER FOR DIAGNOSTIC SEQUENCES #1A					
0833B00183 MODEL: EEEH700A					
MISC REMOVED VDR1 FROM VEHICLE					
375 ELLIS,KEVIN LIC#: 375					
CASH				0.00	0.00
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE D:		0.00
**********					
E** CHANGE OIL AND FILTER (6.0L & 6.4L ENGINE)					
406P CHANGE OIL AND FILTER (6.0L & 6.4L ENGINE)					
375 ELLIS,KEVIN LIC#: 375					
CASHM				27.50	27.50
1 3C3Z*6731*AA KIT-OIL FLTR ELEM & GSKT			27.73	22.50	22.50
HAS					
16 XO15W40QSD 15W40 OIL			2.63	2.63	42.08
1 3C3Z*6734*AA GASKET			4.63	3.76	3.76
HAS					
PARTS: 68.34	LABOR: 27.50	OTHER: 0.00	TOTAL LINE E:		95.84
15398 CHANGED OIL AND FILTER					
**********					
CUSTOMER PAY HAZARDOUS WASTE MGMT AND SHOP SUPPLIES FOR REPAIR ORDER					1.38

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	27.50
PARTS AMOUNT	80.10
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.38
TOTAL CHARGES	108.98
LESS INSURANCE	0.00
SALES TAX	9.27
PLEASE PAY THIS AMOUNT	118.25

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2010-08-25 17:25

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CUSTOMER #. 155136 373290

INVOICE

[redacted]

HOUMA, LA [redacted]
HOME: [redacted]
BUS: [redacted]

PAGE 1

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]		15500/17201	T4522

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09	20APR09		17:30 12APR10		0.00	CASH	22APR10

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS
13:17 09APR10	15:42 22APR10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A DIAG RUNS ROUGH			
6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL			
ENGINE - DIAGNOSIS - L			
375 ELLIS,KEVIN LIC#: 375			
WF40			(N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION			(N/C)
KEVIN			
1 8C3Z*9G805*B COVER - FUEL PUMP			(N/C)
6 *W712878*S439 BOLT			(N/C)
2 *W712879*S439 BOLT			(N/C)
1 8C3Z*6N640*B GASKET			(N/C)
KEVIN			
2 *W300003* BOLT			(N/C)
6 *W302649* BOLT			(N/C)
4 8C3Z*6N640*A GASKET			(N/C)
6 *W302494* NUT			(N/C)
1 8C3Z*6N640*B GASKET			(N/C)
KEVIN			
2 *W302649* BOLT			(N/C)
1 3C3Z*6731*AA KIT-OIL FLTR ELEM & GSKT			(N/C)
HAS			
15 XO15W40QSD 15W40 OIL			(N/C)
1 3C3Z*6734*AA GASKET			(N/C)
HAS			
6005F13 FUEL CONTAMINATION - CHECK - L			
375 ELLIS,KEVIN LIC#: 375			
WF40			(N/C)
6005F1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L			
375 ELLIS,KEVIN LIC#: 375			
WF40			(N/C)
6005F2 KEY ON ENGINE OFF - KOEO INJECTOR			
ELECTRICAL SELF-TEST - TEST - L			
375 ELLIS,KEVIN LIC#: 375			
WF40			(N/C)

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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

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FAX (985) 872-3200
www.terrebonnemotorco.com

CUSTOMER #: 155136 373290

INVOICE

[redacted]
HOUMA, LA [redacted]
[redacted] N/A
BUS: [redacted] 6 ELL [redacted] 3 [redacted]

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]		15500/17201	T4522

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09	20APR09		17:30 12APR10		0.00	CASH	22APR10

R.O. OPENED	READY	OPTIONS.
13:17 09APR10	15:42 22APR10	STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	6005F6	KEY ON ENGINE RUNNING - KOER CHECK - TEST - L						
		375 ELLIS,KEVIN LIC#: 375						
		WF40						(N/C)
	6005PA	6.0/6.4 DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (6A642/6K682/6049/9A543/9E527/9P456) - L						
		375 ELLIS,KEVIN LIC#: 375						
		WF40						(N/C)
	6005E16	HIGH PRESSURE FUEL SYSTEM TEST WITH VALVE COVER OFF - L						
		375 ELLIS,KEVIN LIC#: 375						
		WF40						(N/C)
	6007B	CAB ASSEMBLY - REMOVE AND INSTALL (1B24) - L						
		375 ELLIS,KEVIN LIC#: 375						
		WF40						(N/C)
	6007B47	PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L						
		375 ELLIS,KEVIN LIC#: 375						
		WF40						(N/C)
	6731A	OIL FILTER ELEMENT - REPLACE (6731) - L						
		375 ELLIS,KEVIN LIC#: 375						
		WF40						(N/C)

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

17201 HPP LEAKING FUEL INTO CRANKCASE VERIFIED CONCERN PERFORMED STEPS 1 THROUGH 7 ON PERFORMANCE DIAG GUIDE FOUND CRANCASE OVERFULL WITH NO DTCS IN MEMORY DIAGNOSED OVERFULL CRANKCASE REMOVED BOTH VALVE COVERS TO RUN WHILE MONITORING FUEL INJECTORS WHILE RUNNING, INSPECTING FOR LEAKS AND NONE WERE FOUND UNDER VALVE COVERS DRAINED OIL FROM OIL PAN AND LET SIT OVERNIGHT WITH PLUG OUT NEXT MORNING CYCLED KEY ON AND FOUND FUEL DRIPPING FROM OIL PAN RAISED CAB REPLACED HIGH PRESSURE FUEL PUMP LOWERED CAB BACK DOWN CHANGED OIL AND FILTER CHECKED OIL LEVEL

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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CUSTOMER SIGNATURE

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

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CUSTOMER #: 155136

373398

INVOICE

[redacted]
HOUMA, LA [redacted] CONT:N/A
BUS: [redacted] 9[redacted]

PAGE 3

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]	[redacted]	15500/17201	T4522

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09	DD20APR09		17:30 12APR10		0.00	CASH	22APR10

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS
13:17 09APR10	15:42 22APR10	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

AFTER ROAD TESTING FOR 137 MILES AND OIL LEVEL STILL AT CORRECT LEVEL
APPR PAATS

****

B** CHANGE OIL AND FILTER (6.0L & 6.4L ENGINE)
MISC MISC REPAIR
1784 COURTEAUX,JERROD LIC#: 1784
CASHM 0.00 0.00

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

15500 CHANEG OIL AND FILTER

****

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CUSTOMER SIGNATURE

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

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FAX (985) 872-3200
[redacted]

CUSTOMER #: 155136 371803

INVOICE

[redacted]
HOUMA, LA [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted]

PAGE 1

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]	[redacted]	19090/19090	T5732

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09	DD20APR09		17:30 18MAY10		0.00	CASH	08JUN10

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L V-8 DIESEL TRN:TORQSHIFT(TM) 5-SPD AUTO TRANS
14:08 18MAY10	13:21 08JUN10	

LINE	OPCODE	TECH	TYPE	HOURS			LIST	NET	TOTAL

A DIAG TICKING NOISE UNDERNEATH VEH, YOU HEAR IT WHEN YOU START UP VEH, YOU HEAR IT MORE WHEN CAMPER IS HOOKED UP TO TRUCK AND WHEN VEH IS COLD
MISC UNABLE TO VERIFY
6682 WORLEY,CHRIS LIC#: 6682
CASHD 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

****

B DIAG VEH RUNNING ROUGH AND BLOWING BLACK SMOKE
MISC UNABLE TO VERIFY
6682 WORLEY,CHRIS LIC#: 6682
CASHD 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

19090 OUT MILEAGE IS 19,558 AND ENGINE HOURS ARE 787 787x25=19,675

****

C DIAG WHEN YOU LET OFF ACCEL AT HWY SPEEDS VEH SEEMS LIKE IT STAYS IN TOW HAUL MODE UNTIL IT GETS TO 25 MPH
MISC UNABLE TO VERIFY
6682 WORLEY,CHRIS LIC#: 6682
CASHD 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D DIAG AT RED LIGHTS RPMS WILL STAY NORMAL BUT IF FOOT ON BRAKE PEDAL AND YOU TAP ACCELERATOR,ENGINE WILL IDLE UP AND DOWN BUT RPM GAUGE WILL NOT MOVE
MISC UNABLE TO VERFIY
6682 WORLEY,CHRIS LIC#: 6682
CASHD 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

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

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p5/21 9858793896 9858793896>> 2010-08-25 17:23

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CUSTOMER #: 155136

374893

INVOICE

[redacted]

HOUMA, LA [redacted]
HOME:
BUS: [redacted]

PAGE 2

FORD KIA

SERVICE ADVISOR: 8806 KENNETH BOUDREAUX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]		19090/19090	T5732

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DD	20APR09		17:30 18MAY10		0.00	CASH	08JUN10

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS
14:08 18MAY10	13:21 08JUN10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
E MULTIPOINT INSP			
99P (SPECIAL) PERFORM MULTI-POINT INSPECTION			
6682 WORLEY,CHRIS LIC#: 6682			
CASH		0.00	0.00
SUBL FUEL PLANTATION TRUCK STOP INV 8535818			
IPROM			(N/C)
SUBL FUEL PLANTION INV 8726251			
IPROM			(N/C)

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

****

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

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p 8/21

9858793896 >> 9858793896

2010-08-25 17:24

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[redacted]
FAX (985) 872-3200
www.terrebonneford.com

CUSTOMER #: 155136

377626

[redacted]

[redacted]

HOUMA, LA [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted]

PAGE 1

SERVICE ADVISOR: 6975 MICHAEL ESCUDE SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]	[redacted]	24935/24956	T7808

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DD	20APR09		17:30 20JUL10		0.00	CASH	09AUG10

R.O. OPENED	READY	OPTIONS:
13:59 20JUL10	12:01 09AUG10	STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A DIAG ENGINE LOPES AT IDLE
6584AR GASKET - ROCKER ARM COVER - REMOVE AND
INSTALL OR REPLACE (6584/6K260) - L
375 ELLIS,KEVIN LIC#: 375
WF40 (N/C)
1 8C3Z*9D930*AA WIRE ASY (N/C)
KEVIN TR
MT9D930 REPLACE INJ WIRE AFTER REMOVING VALVE
COVER FOR ACCESS
375 ELLIS,KEVIN LIC#: 375
WF40 (N/C)
MT12650 DIAG TIME CONTACTED HOTLINE ROADTESTED
VEHICLE
375 ELLIS,KEVIN LIC#: 375
WF40 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

24956 UNDER VALVE COVER HARNESS ON PASS SIDE BAD CONNECTION LABOR FOR DIAG ONLY ABLE TO DUPLICATE CONCERN ONE TIME, ENGINE MISSING ON NUMBER 7. CONTACTED HOTLINE AND WAS DIRECTED TO REPLACE UNDER VALVE COVER INJECTOR HARNESS ON PASS SIDE TO ADDRESS CYLINDER 7 MISS. REMOVED PASS SIDE VALVE COVER AND REPLACED INJECTOR HARNESS FOR BAD CONNECTION. ROAD TESTED

****

B DIAG OIL LEVEL IS HIGH
CAUSE: .
MISC NO PROBLEM FOUDN
375 ELLIS,KEVIN LIC#: 375
WF40 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

24935 NO PROBLEM FOUND

****

C** DIAG CLICKING NOISE UNDER HOOD, CAN HEAR NOISE UNDER STEERING WHEEL

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

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2010-08-25 17:22 9858793896 >> 9858793896 P 3/21

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www.terrebonneford.com

CUSTOMER #: 155136

377626

INVOICE

[redacted]

HOUMA, LA [redacted]
HOME [redacted] CONT:N/A
BUS: [redacted]

PAGE 2

SERVICE ADVISOR: 6975 MICHAEL ESCUDE SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
RED	09	FORD F350	1FTWW31R49E[redacted]	[redacted]	24935/24956	T7808

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13MAY09 DL	20APR09		17:30 20JUL10		0.00	CASH	09AUG10

R.O. OPENED	READY	OPTIONS: STK:29T390 DLR:. ENG:6.4L_V-8_DIESEL TRN:TORQSHIFT(TM)_5-SPD_AUTO_TRANS
13:59 20JUL10	12:01 09AUG10	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

CAUSE: .
MISC UNABLE TO DUPLIATE CONCERN
375 ELLIS,KEVIN LIC#: 375
WF40 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

24935 UNABLE TO DUPLICATE CONCERN
****
D** ADD GAS OR DIESEL FOR ROAD TEST
FUEL ADD GAS OR DIESEL FOR ROAD TEST
999 HOUSE TECH LIC#: 9999
IPROM (N/C)
SUBL PLANTATION TRUCK STOP FUEL
IPROM (N/C)
SUBL PLANTION TRUCK STOP INV 9237409
IPROM (N/C)

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

****

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

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9858793896 >> 9858793896

2010-08-25 17:23

Standard Claims List For Model Year 2009

Detailed Vehicle Specification

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC	PREF	BASE	SUFF	CCC	CD	DIST (Miles)
[redacted]	1F7	F	T/BC	T/CD	T/E	A1	130E	1/QL	23-APR-2009	13-MAY-2009	123548	USA	12	2E03	030008	8C3Z	9A543	B	D13	42	17059
AWS Claim Key:	1290255	**Trx Code:**	S07	**Labor Hrs:**	1.1																
Dlr Cd-Sub Cd:	06466 - *	**Name:**	TERREBONNE FORD			**Ph:**	985-8765100	**St:** LA	**City Cd:**		USA	**Reg Cd:**	NA	**Repr Date:** 09-APR-2010		**Doc #:** 373798A					
Cust Comments:	DIAG RUNS ROUGH																				
Tech Comments:	VERIFIED CONCERN PERFORMED STEPS 1 THROUGH 7 ON PERFORMANCE DIAG GUIDE FOUND CRANKCASE OVERFULL WITH NO DTCS IN MEMORY DIAGNOSED OVERFULL CRANKCASE REMOVED BOTH VALVE COVERS TO RUN WHILE MONITORING FUEL INJECTORS WHILE RUNNING. INSPECTING FOR LEAKS AND NONE WERE FOUND UNDER VALVE COVERS DRAINED OIL FROM OIL PAN AND LET SIT OVERNIGHT WITH PLUG OUT. NEXT MORNING CYCLED KEY																				
[redacted]	1F7	F	T/BC	T/CD	T/T	A1	130E	1/QB	23-APR-2009	13-MAY-2009	123548	USA	15	2E03	030008	8C3Z	9D930	AA	D36	N3	21035
AWS Claim Key:	1752015	**Trx Code:**	E84	**Labor Hrs:**	4.3																
Dlr Cd-Sub Cd:	06466 - *	**Name:**	TERREBONNE FORD			**Ph:**	985-8765100	**St:** LA	**City Cd:**		USA	**Reg Cd:**	NA	**Repr Date:** 20-JUL-2010		**Doc #:** 377626A					
Cust Comments:	DIAG ENGINE LOPES AT IDLE																				
Tech Comments:	LABOR FOR DIAG ONLY ABLE TO DUPLICATE CONCERN ONE TIME. ENGINE MISSING ON NUMBER 7. CONTACTED HOTLINE AND WAS DIRECTED TO REPLACE UNDER VALVE COVER INJECTOR HARNESS ON PASS SIDE TO ADDRESS CYLINDER 7 MISS. REMOVED PASS SIDE VALVE COVER AND REPLACED INJECTOR HARNESS FOR BAD CONNECTION. ROAD TESTED																				

Standard Claims List For Model Year 2009

1FTWW31R49E[redacted]

Print Page Click Here

OASIS RESULT:
1FTWW31R49[redacted]

USA
EN

08/25/2010
16:10:59
FCXW5447

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VEHICLE INFORMATION

VEHICLE DESCRIPTION 2009 F SERIES	**BODY STYLE** F-350 CREW CAB 4X4	**ENGINE** 6.4L TC DIESEL V8
TRANSMISSION TOROSHIFT	**AXLE CODE** 3L	**ENGINE CALIBRATION**
PAINT COLOR ROYAL RED W/B	**RADIO** AM/FM DVD NAV SDARS NEXT GEN	**GROSS VEHICLE WEIGHT** 11,500 LB GVW
AXLE RATIO 3.73 FINAL DRIVE RATIO	**WHEEL SIZE** 8X20" PREM FORGED PNT ALUM WHL	**FRONT TIRE** LT275/55R 20E A/T OWL
SYNC VERSION V2	**VHR ACTIVATED** N	

WARNING MESSAGES

CUDL - THIS VEHICLE HAS A CLOSED CUDL CONTACT

Click here for CUDL

VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

ARN MESSAGES

GENERAL WARRANTY INFORMATION

WARRANTY START DATE	BUILD DATE	SALE MILEAGE	
05/13/2009	04/23/2009	00015	New Vehicle Base Warranty

OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

MARKETING MESSAGES

OWNER ADVANTAGE REWARDS: VIN HAS BEEN ASSOCIATED WITH AN OAR ACCOUNT AT THIS DEALERSHIP
VISIT OA TRACKER TO VERIFY MEMBER AND SEE COMPLETE ACCOUNT DETAILS
OA MEMBER#: 149 891 405 **DEALER-FUNDED REWARDS BALANCES AS-OF-DATE:** 08/23/2010
DEALER SERVICE BALANCE: $10.00 **DEALER OIL CHANGE BALANCE:** 0 **DEALER SALES BALANCE:** $0.00

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

WARRANTY REPAIR HISTORY

07/20/2010

DEALER: Terrebonne Ford

WARRANTY CLAIM NUMBER: 377626 **ODOMETER:** 024935M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 9D930AA	WIRING ASY FUEL CHG	001	6584AR	42	CONNECTION POOR/NOT MADE
		000	MT6D930		
		000	MT12E30		

LABOR FOR DIAG ONLY ABLE TO DUPLICATE CONCERN ONE TIME. ENGINE MISSING ON NUMBER 7. CONTACTED HOTLINE AND WAS DIRECTED TO REPLACE UNDER VALVE COVER INJECTOR HARNESS ON PASS SIDE TO ADDRESS CYLINDER 7 MISS. REMOVED PASS SIDE VALVE COVER AND REPLACED INJECTOR HARNESS FOR BAD CONNECTION. ROAD TESTED

04/09/2010

DEALER: Terrebonne Ford

WARRANTY CLAIM NUMBER: 373298 **ODOMETER:** 017059M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 9A543B	PUMP ASY FUEL INJECT	001	6005F	42	DOES NOT OPERATE PROPERLY
8C3Z 9G805B	KIT-CVR PMP FUEL	001	6005F11		
W712878S439		006	6005F1		
W712879S439		007	6005F2		
8C3Z 9N040B	GASKET TURBO TO MANI	001	6005F6		
W300003		002	6005PA		
W302649		008	6005E16		
8C3Z 6S649A	GASKET TURBO TO MANI	004	6007B		
W302494		006	6007D47		
8C3Z 6S649B	GASKET TURBO TO MANI	001	6731A		
W302649		002			
8C3Z 6731AA	ELEMENT ASY OIL FILT	001			
8C3Z 6S40DD		015			
8C3Z 6734AA	GASKET ENG OIL PAN D	001			

VERIFIED CONCERN PERFORMED STEPS 1 THROUGH 7 ON PERFORMANCE DIAG GUIDE FOUND CRANKCASE OVERFULL WITH NO DTCS IN MEMORY DIAGNOSED OVERFULL CRANKCASE REMOVED BOTH VALVE COVERS TO RUN WHILE MONITORING FUEL INJECTORS WHILE RUNNING. INSPECTING FOR LEAKS AND NONE WERE FOUND UNDER VALVE COVERS DRAINED OIL FROM OIL PAN AND LET SIT OVERNIGHT WITH PLUG OUT NEXT MORNING CYCLED KEY

Click Here for Full Warranty History

Volume 1370

END OF OASIS REPORT FOR 1FTWW31R49EA97761

VEHICLE DESCRIPTION

F-SERIES

BUILT FORD TOUGH

2009 SD F350 4X4 CREWCAB
LARIAT 172" WB STYLESIDE
6.4L V-8 DIESEL
TORQSHIFT(TM) 5-SPD AUTO TR

EXTERIOR
ROYAL RED CLEARCOAT METALLI
INTERIOR
CAMEL LEATHER

9E A97761

2010-08-25 17:28

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9858793896

P 19/21

EQUIPMENT INCLUDED AT NO EXTRA CHARGE

E/BUMPERS
/FOG LAMPS
/ABLE TAILGATE
IST
REAR WINDOW
WHEEL LOCK

DVR/PASS STS
LD REAR BENCH
CD/MP3 PLAYER
ARPET & MATS
O TEMP CNTRL
C MIRROR
ING WHEEL W/
ATE CONTROLS
DIO N/A AL/HI
TIVATED STS

L TANK

- 12.5K TRAILER TOW HITCH
- MONO BEAM COIL SPRING SUSPENSION W/ STABIL BAR
- POWER WINDOWS/LOCKS
- POWERSCOPE TT MIRRORS
- REVERSE VEHICLE AID SENSOR
- TRAILER BRAKE CONTROLLER
- TRAILER TOWING PACKAGE

SAFETY/SECURITY

- 4-WHEEL ANTILOCK BRAKE SYS
- AUTOLAMP/RAINLAMP
- AUTOLOCK/UNLOCK
- DRIVER/PASSENGER AIR BAGS
- RMT KEYLESS ENTRY W/ ALARM
- SECURICODE KEYLESS KEYPAD
- SECURILOCK ANTI THEFT IGN

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

PA Fuel Economy Estimates

FUEL ECONOMY
TINGS NOT REQUIRED
ON THIS VEHICLE

he FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

PRICE INFORMATION

	Manufacturer's Suggested Retail Price
STANDARD VEHICLE PRICE	$41,515.00
OPTIONAL EQUIPMENT	
PUEBLO GOLD CC ACCENT	
PREFERRED EQUIPMENT PKG.618A	
.REVERSE VEHICLE AID SENSOR	
6.4L V-8 DIESEL	7,210.00
TORQSHIFT(TM) 5-SPD AUTO TRANS	1,490.00
LT275/65R20E OWL ALL-TERRAIN	1,375.00
3.73 RATIO LIMITED SLIP AXLE	NO CHARGE
LEATHER STRG W/REDUNDANT CTRL	
FRONT LICENSE PLATE BRACKET	NO CHARGE
KING RANCH	3,395.00
.KING RANCH FLOOR MATS	
.CAB STEPS WITH LIGHTS	
.MEMORY GROUP	
.ADJUSTABLE GAS/BRAKE PEDAL	
.PREM PAINTED FRG POL ALUM-20"	
.DUAL CAPTN'S/RR BENCH LEATHER	
.CAMEL	
.LOWER ACCENT TWO-TONE PAINT	
.BODYSIDE PROTECTION MOLDINGS	
4X4 OFF-ROAD PACKAGE	225.00
.SKID PLATES	
11500# GVWR PACKAGE	
ELECTRONIC SHIFT ON THE FLY	185.00
50 STATE EMISSIONS	NO CHARGE
SPARE TIRE AND WHEEL	NO CHARGE
NAVIGATION SYSTEM W/SAT RADIO	1,875.00
ROOF CLEARANCE LIGHTS	55.00
JACK	
REMOTE START SYSTEM	345.00
OTHER OPTIONAL EQUIPMENT	17,845.00
TOTAL VEHICLE & OPTIONS	58,515.00
DESTINATION & DELIVERY	975.00

TOTAL MSRP $59,490.00

ONE | DEALER NO | METHOD OF TRANSP

EA11-003 000258LC

Ford

www.fordvehicles.com

VEHICLE DESCRIPTION

F-SERIES

BUILT FORD TOUGH

2009 SD F350 4X4 CREWCAB
LARIAT 172" WB STYLESIDE
6.4L V-8 DIESEL
TORQSHIFT(TM) 5-SPD AUTO TR

EXTERIOR
ROYAL RED CLEAI
INTERIOR
CAMEL LEATHER

2010-08-25 17:27

STANDARD EQUIPMENT **INCLUDED AT NO EXTRA CHARGE**

EXTERIOR
- CHROME GRILLE/BUMPERS
- FR TOW HOOKS/FOG LAMPS
- LOCKING REMOVABLE TAILGATE W/ LIFT ASSIST
- POWER SLIDING REAR WINDOW
- SPARE TIRE & WHEEL LOCK

INTERIOR
- 6-WAY PWR/HTD DVR/PASS STS
- 60/40 FLEX FOLD REAR BENCH
- AM/FM SINGLE CD/MP3 PLAYER
- COLOR COORD CARPET & MATS
- DUAL ELEC AUTO TEMP CNTRL
- ELECTROCHROMIC MIRROR
- LEATHER STEERING WHEEL W/ AUDIO & CLIMATE CONTROLS
- SIRIUS SAT RADIO N/A AK/HI
- SYNC VOICE ACTIVATED SYS

FUNCTIONAL
- 38 GALLON FUEL TANK
- 12.5K TRAILER TOW HITCH
- MONO BEAM COIL SPRING SUSPENSION W/ STABIL BAR
- POWER WINDOWS/LOCKS
- POWERSCOPE TT MIRRORS
- REVERSE VEHICLE AID SENSOR
- TRAILER BRAKE CONTROLLER
- TRAILER TOWING PACKAGE

SAFETY/SECURITY
- 4-WHEEL ANTILOCK BRAKE SYS
- AUTOLAMP/RAINLAMP
- AUTOLOCK/UNLOCK
- DRIVER/PASSENGER AIR BAGS
- RMT KEYLESS ENTRY W/ ALARM
- SECURICODE KEYLESS KEYPAD
- SECURILOCK ANTI THEFT IGN

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

EPA Fuel Economy Estimates

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

PRICE INFORMATION

STANDARD VEHICLE PRICE

OPTIONAL EQUIPMENT
PUEBLO GOLD CC ACCENT
PREFERRED EQUIPMENT PKG.618A
.REVERSE VEHICLE AID SENSOR
6.4L V-8 DIESEL
TORQSHIFT(TM) 5-SPD AUTO TRA
LT275/65R20E OWL ALL-TERRAIN
3.73 RATIO LIMITED SLIP AXLE
LEATHER STRG W/REDUNDANT CTRL
FRONT LICENSE PLATE BRACKET
KING RANCH
.KING RANCH FLOOR MATS
.CAB STEPS WITH LIGHTS
.MEMORY GROUP
.ADJUSTABLE GAS/BRAKE PEDAL
.PREM PAINTED FRG POL ALUM-2(
.DUAL CAPTN'S/RR BENCH LEATHE
.CAMEL
.LOWER ACCENT TWO-TONE PAINT
.BODYSIDE PROTECTION MOLDINGS
4X4 OFF-ROAD PACKAGE
.SKID PLATES
11500# GVWR PACKAGE
ELECTRONIC SHIFT ON THE FLY
50 STATE EMISSIONS
SPARE TIRE AND WHEEL
NAVIGATION SYSTEM W/SAT RADIO
ROOF CLEARANCE LIGHTS
JACK
REMOTE START SYSTEM
OTHER OPTIONAL EQUIPMENT

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9858793896

TOTAL VEHICLE & OPTIONS
DESTINATION & DELIVERY

TOTAL MSRP

P17/21

SOLD TO23F 548
Terrebonne Ford

ONE | DEALER NO. | METHOD OF TRANS

EA11-003 000259LC

[redacted]

CERTIFICATE OF TITLE

VIN	TITLE NUMBER	DATE ISSUED
1FTWW31R49E[redacted]	[redacted]	06/08/2009

MAKE	MODEL	BODY	COLOR	YR	DATE ACQUIRED	ODOMETER	N/U
FORD		PK	RED/	2009	05/13/2009	15	N

1L

* * MAIL TO * *

FORD MOTOR CREDIT COMPANY

P O BOX 105704
ATLANTA GA 30348

[redacted]

[redacted]

HOUMA LA [redacted]

(LIEN) DATE

06/05/2009

FORD MOTOR CREDIT COMPANY
P O BOX 105704
ATLANTA GA 30348

First Lien Released OCT 29 2009
Ford Motor Credit Co
Lienholder
By
Authorized Representative

Second Lien Released
Date
Lienholder
By
Authorized Representative

Kay Hodges

FORM 3120 G 67 [redacted]

DPSMV 1663 (R7/07) ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

2010-08-25 17:28

9858793896 >> 9858793896

P 21/21

Louisiana Department of
Public Safety and Corrections
Office of Motor Vehicles
PO Box 64886
Baton Rouge, LA 70896

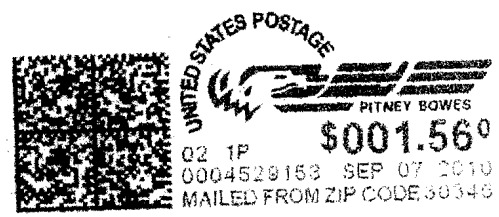
REGISTRATION CERTIFICATE

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

THIS REGISTRATION CERTIFICATE MUST BE CARRIED IN THE VEHICLE AT ALL TIMES

51 R	H285355	06/2012	1FTWW31R49E[redacted]	07/06/2010	5580	55111.00
FORD	006000	PK	RED/	2009	000015	10.00
[redacted]						
[redacted]				1		
[redacted]						
HOUMA L[redacted]				1		3.00
						13.00
VEHICLE IS SUBJECT TO LIEN(S) AS FOLLOWS						
FORD MOTOR CREDIT COMPANY			06/05/2009			
P O BOX 105704						
ATLANTA GA	30348					
0208	TH	HC TRUCK	06/2010			
1L						
				HCL	011	13.00
N	05/13/2009	K4993246	1111111111	190	0434 2427	13.00

EA11-003 000261LC



Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126



KALOUSTIAN & ASSOCIATES
Attorneys at Law
21243 Ventura Blvd, Suite 115
Woodland Hills, CA 91364
818.594.0739 tel
818.594.0852 fax

RECEIVED
OCT 04 2011
FORD MOTOR COMPANY
OFFICE OF THE GENERAL COUNSEL

September 27, 2011

'11 SEP 30 P3:01
CONSUMER AFFAIRS SECTION

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED
Ford Motor Company
Consumer Affairs
Litigation Prevention Department
P.O. Box 6248, MD 3NE-B
Dearborn, MI 48126-4207

RE: My Client: [redacted]
Vehicle: **2009 Ford Truck F-450**
VIN #: **1FDAX46R39E**[redacted]

OGC LIT 20110CT4 PM4:04

Dear Ford Motor Company:

Please be advised that this office represents [redacted] in connection with mechanical and safety difficulties it is having with the above-referenced motor vehicle (the "vehicle"). Since the time of purchase, my client has been having numerous, repeated mechanical and safety-related difficulties with this vehicle. The terms of the purchase are for 72 months at a monthly payment of $1,472.42 with a down payment of $25,000.00. To date, my client has paid $54,448.40 towards its purchase. My client's purchase agreement is enclosed herein for your reference.

PLEASE TAKE NOTICE that this letter constitutes notice that the above-referenced vehicle is in violation of California's Song-Beverly Consumer Warranty Act (California Civil Code § 1790-1795.8) as well as the Magnuson-Moss Warranty Act with regards to this vehicle. Ford may be liable for:

1. Breach of Express Warranty under the Song-Beverly Warranty Act;
2. Breach of Implied Warranty under the Song-Beverly Warranty Act;
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act § 312, et. seq.,

4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act § 312, et. seq.

I. SERVICE RECORD

The following table sets forth my client's numerous repair attempts for this vehicle. Copies of work orders corresponding to each service are enclosed for your reference.

Dates of Service	Location of Service	Complaints
January 27, 2011 – February 5, 2011 **10 Days in Service** **Mileage in 29,730**	Sunrise Ford North Hollywood, CA	Vehicle Starts To Lose Power And Stall Out While Driving.
February 9, 2011 – February 12, 2011 **4 Days in Service** **Mileage in 29,880**	Sunrise Ford North Hollywood, CA	Vehicle Losing Power When Accelerating.
February 14, 2011 – March 8, 2011 **23 Days in Service** **Mileage in 30,129**	Jim Burke Ford Lincoln Mercury & Jaguar Bakersfield, CA	Check Engine Light Is On And Vehicle Has No Power, AC Line Leaking.
March 10, 2011 – March 14, 2011 **5 Days in Service** **Mileage in 30,185**	Jim Burke Ford Lincoln Mercury & Jaguar Bakersfield, CA	Powertrain Control Module Recalibration, Vehicle Cutting Out.
August 15, 2011 – September 8, 2011 **25 Days in Service** **Mileage in 51,493**	Jim Burke Ford Lincoln Mercury & Jaguar Bakersfield, CA	Vehicle Died While Driving And Heard Loud Noise From Engine, Replace Battery.

II. MY CLIENT'S RIGHTS UNDER THE SONG-BEVERLY WARRANTY ACT [CALIFORNIA CIVIL CODE SECTION 1790, ET. SEQ.]

As you know, the Song-Beverly Warranty Act (the "Act") provides protection to consumers who purchase or buy new motor vehicles if authorized dealers are unable to service or repair a new motor vehicle to conform to the terms of an express written

warranty after a reasonable number of repair attempts. The subject vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act. My client purchased the vehicle for personal use. Along with the purchase of the vehicle, my client received written warranties and other express and implied warranties including, but not limited to, warranties from Ford Motor Company ("manufacturer") that the vehicle and its components would be free from all defects in material and workmanship; that the vehicle would pass without objection in the trade under the contract description; that the vehicle would be fit for the ordinary purpose for which it was intended; that the vehicle would conform to the promises and affirmations of facts made; that the manufacturer would perform any repairs and/or replace any parts necessary to ensure that the vehicle was free from any defects in material and workmanship; that the manufacturer would maintain the utility of the vehicle for five (5) years or sixty-thousand (60,000) miles and would conform the vehicle to the applicable express warranties.

My client has duly performed all the conditions on its part under the purchase agreement and under the express and implied warranties given to my client. My client has delivered the vehicle to the manufacturer's authorized service and repair facilities, agents and/or dealers, including seller, on at ***least three (3) separate occasions*** for the same problem resulting in the vehicle being out of service by reason of repair of nonconformities. True and correct copies of the repair orders are enclosed herein for your reference. Despite the repeated repair attempts by seller, the vehicle remains defective and therefore there has been a failure and refusal to conform the product to its express warranty under the law. The same problem has been subject to ***repair three or more*** times by the manufacturer or its agents. ***In this case, my client has taken the vehicle in five (5) times for the service because of several safety related issues.***

My client has met all requirements under the Song-Beverly Warranty Act and the Magnuson-Moss Act. This vehicle qualifies for "lemon law" status under the presumptions of both Acts.

III. DEMAND FOR SETTLEMENT

Under both Acts my client is entitled to either of the following:

1. A replacement of the vehicle less its prorated mileage.
2. A full refund of the amounts paid for purchase of the vehicle.

In either event, Ford Motor Company is responsible for paying my client's tax, license, registration and other official fees, incidental damages (including financing charges, rentals and towing) and statutory attorney's fees.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies available for violations of the Song-Beverly Consumer Warranty Act (California Civil Code § 1794):

1. The actual damages suffered: $102,774.92 plus tax, license, registration and other official fees and incidental damages;
2. Civil Penalty of 2 times the actual damages in a minimum amount of $205,549.84;
3. Attorney's fees and costs;
4. Any other relief which the court deems just and proper.

My client chooses restitution of all amounts paid:

Deposit:	$25,000.00;
20 Payments:	$29,448.40; (20 x $1,472.42)
Less Proration:	$22,757.57 (Mileage Offset of 29,730 miles)
Total Refund:	$31,690.83

In addition, my client demands:

Attorney Fees:	$3,500.00
DMV Fees:	$1,612.00

Mileage Offset of 29,730 miles. Proration calculation as follows:

($91,857.00 Purchase Price x 29,730 miles at time of first problem) / 120,000 miles =**$22,757.57.**

The vehicle is not safe to operate and Ford Motor Company owes a contractual and statutory duty to my client to address this matter. All of my client's rights and remedies are expressly reserved.

Very truly,
KALOUSTIAN & ASSOCIATES

Harry Kaloustian

Enclosures

Application Number: 147123

MOTOR VEHICLE SECURITY AGREEMENT

THIS MOTOR VEHICLE SECURITY AGREEMENT ("Agreement") dated as of 02/02/2010, by and between Hitachi Capital America Corp. ("Creditor"), a Delaware corporation having a place of business at [redacted] Norwalk, Connecticu[redacted]nd [redacted] (separately and together, the "Buyer") having an address at 7053 FULTON AVE. #6. NORTH HOLLYWOOD, CA 91605; and with Buyer and Creditor, collectively, the "Parties").

1. GRANT OF SECURITY INTEREST: Buyer grants to Creditor a security interest in the vehicle(s) being purchased, listed below (collectively the "Vehicle(s)"), and any attachments, additions, accessories and equipment then installed in the Vehicle(s) and all replacement parts and all proceeds thereof (collectively the "Collateral").

Description of Collateral:

(1) 2009 FORD F450 1FDAX46R39E[redacted]
(1) 2010 VULCAN 810[redacted]

Name and Location of Dealer: SOPP TRUCK CENTER, 5925 S. ALAMEDA STRE, LOS ANGELES, CA 90001

Location of Collateral if different than above: 7053 FULTON AVE. #6, NORTH HOLLYWOOD, CA 91605

2. OBLIGATIONS SECURED: Each item of Collateral set forth above in Paragraph 1 secures not only the specific amount which Buyer promises to pay pursuant to Paragraph 3, but also all other present and future indebtedness or obligations of Buyer to Creditor of every kind and nature (collectively the "Indebtedness").

3. PROMISE TO PAY; TERMS AND PLACE OF PAYMENT: Buyer promises to pay the Indebtedness to the Creditor at the rates and upon such terms as provided herein. Buyer, having agreed to purchase the Collateral, desires to finance a portion of the purchase price of the Collateral from Creditor, under the terms and provisions of this Agreement, and agrees with the Creditor as follows:

Description of Trade-In(s) if any:

Gross Allowance $0.00

Less Amount Owing To:

_____ $0.00

Trade-In (Net Allowance) $0.00

1. CASH SALE PRICE OF VEHICLE(S) $91,857.00
   LICENSE, TAXES and OFFICIAL FEES $10,917.92
   OTHER FEES (FET, Insurance or Warranty fees) $0.00
   TOTAL COST $102,774.92

2. (a) Cash Down Payment $25,000.00
   (b) Net Trade-In Allowance (See above) $0.00
   (c) Other Credits..... $_____
   (Describe):

   TOTAL DOWN PAYMENT $25,000.00

3. DIFFERENCE BETWEEN 1 & 2 ..... $77,774.92

4. **AMOUNT FINANCED / Credit provided to you or on your behalf:**
Difference between 1 & 2.....$77,774.92

5. Finance Charge
(The total amount of interest you will pay).....$28,239.32

6. Total Amount of Payments (4+5) $106,014.24

7. Total Sale Price (2+6) $131,014.24

PAYMENT SCHEDULE: Buyer promises to pay Creditor the AMOUNT FINANCED (Item 4 above) PLUS interest calculated at a rate per annum of 10.80% until all amounts due Creditor hereunder have been fully paid, with such payments to be made in installments as follows:

For equal successive monthly installments:.....(a) **$1,472.42 per month commencing on 03/02/2010, and for the same sum on the same day of each month thereafter for 72 consecutive months until fully paid, provided, however, that the final installment shall be in the amount of the remaining unpaid balance.**

For other than equal successive monthly installments:.....(b)

Please check below your preferred method for receipt of monthly invoices:

☐ **Receive monthly invoices via "Auto Pay" (automatic bank deduction)**
(An ACH Sign Up Form must be completed if this option is checked)

Billing Address:	2058 FULTON AVE. #6
City/State/Zip:	N. HOLLYWOOD, CA 91605
Billing Contact Name:	
Phone Number:	
Fax Number:	
E-Mail Address:	
Guarantor Home Number:	
Guarantor Cell Number:	
Guarantor Beeper Number:	
Guarantor E-Mail Address:	

4. USE OF COLLATERAL: Buyer represents, warrants and agrees that: (a) the Collateral will be used 100% for business and commercial purposes and not for personal, family or household purposes; (b) the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations: (c) the Collateral will remain personal property and not become part of any real property; (d) Creditor may inspect the Collateral at all reasonable times and from time to time; (e) and the Collateral will not be used outside of the Continental United States.

5. PRESERVATION OF COLLATERAL: Buyer agrees, at its own expense: (a) to do everything necessary to perfect and preserve the security interests of Creditor in the Collateral; (b) to defend any action, proceeding or claim affecting the Collateral including, but not limited to, those affecting any security interest of Creditor obtained hereunder; (c) to pay all losses, costs, expenses and damages incurred by Creditor in enforcing its rights after the occurrence of an event of default hereunder, including reasonable attorneys' fees (equal to at least 20% of all sums then owing hereunder if permitted by law); (d) to promptly pay all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral; and (e) if a certificate of title is required or permitted by law, Buyer shall obtain and promptly deliver to Creditor the certificate, showing the security interest of Creditor.

6. PREPAYMENT: On the due date of any monthly payment with respect to any Vehicle(s), in addition to payment of the installment then due, Buyer may prepay the entire unpaid principal balance then due on such Vehicle(s), upon at least ten (10) days' prior written notice to Creditor. The prepayment shall be applied to the installments of unpaid principal in reverse order of maturity.

[redacted]

A Public Service Agency

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

********** DO NOT DETACH - REGISTERED OWNER INFORMATION **********

[redacted]

A Public Service Agency

REGISTRATION CARD VALID FROM: 02/02/2010 TO: 02/28/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2009	2010	YZ	31Y	31	[redacted]

BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
WK	D	RP	2	B	20000	1FDAX46R39E[redacted]

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED
COMMERCIAL	03/15/10	19	03/15/10	4	[redacted]

AMOUNT PAID
$ 1612.00

REGISTERED OWNER
[redacted]

N HOLLYWOOD [redacted]
CA

AMOUNT DUE
$ ~~1612.00~~

AMOUNT RECVD
CASH :
CHCK :
CRDT :

LIENHOLDER
[redacted]

NORWALK
CT [redacted]

EA11-003 000270LC

SUNRISE FORD

Where Integrity Has Meaning

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NORTH HOLLYWOOD, CA 91601
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(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: 757987

350284

INVOICE

PAGE 1

[redacted]

BEKERSFILED, CA [redacted]

HOME:
BUS:

CONT:N/A
CELL:818-358-5900

SERVICE ADVISOR: 2149 PRASHAN YAPA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	09	FORD F450 TRUCK	1FDAX46R39E[redacted]		29730/29730	T4036

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 04FEB11		98.50	CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
08:44 27JAN11	15:20 05FEB11	

LINE OPCODE TECH TYPE HOURS — LIST — NET — TOTAL

A CUST STATES THE VEH STARTS TO LOOSE POWER AND STALL OUT WHILE DRIVING
CAUSE: 29730 . 1850 DIESEL DIAGNOSIS: KOEO-KOER TESTS PULL CMDTCS
P0088,P0087 NOT ACTIVE. PERFORM PRELIMINARY CHECKS OF: CHECK
INTAKE-EXAHSUT RE
S202 DRIVEABILITY/TUNE-UP (N/C)
4072 W95 18.50 (N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION
IN STK (N/C)
2 VC*7*B ANTI-FREEZE (N/C)
15 XO15W40QSD 15W40 DIESEL OIL
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4168

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

29730 . 18.50 DIESEL DIAGNOSIS: KOEO/KOER TESTS PULL CMDTCS
P0088,P0087 NOT ACTIVE. PERFORM PRELIMINARY CHECKS OF: CHECK
INTAKE/EXAHSUT RESTRICTION:PASS, CHECK FUELPRESSURE/QUALITY:8PSI/CLEAN,
CHECK TURBOBOOST: 29PSI PASS, PERFORM IDS BASED HIGHPRESSURE FUEL
SYSTEM TEST:PASSED AT THIS TIME. ROADTEST WHILE MONITORING HP SYSTEM
SHOWED FRP READING FAILING, CHECKED FOR DEBRIS IN THE HIGHPRESSURE FUEL
SYSTEM:NONE FOUND. REMOVED VALVE COVERS AND PERFORMED LEAK TEST.NONE
FOUND, PERFORMED HIGHPRESSURE FUELPUMP TEST:PASSED. HOOKED UP O-SCOPE
TO VCV PCV CIRCUITS AND FOUND VCV SOLENOID RESISTANCE INTERMITTETLY
GOING TO 88K OHMS:FAIL. REMOVED CAB (NESSESARY TO REMOVE VARIOUS
TOWTRUCK COMPONENTS) AND REPLACED HIGHPRESSURE FUEL PUMP ASSEMBLY.
REASSEMBLED AND REVERIFIED FUELPRESSURE, PERFORMED LOW AND HIGHPRESSURE
FUEL SYSTEM BLEED. CLEARED CODES AND ROADTESTED AND RETESTED EEC:PASS
****

B MULTI POINT INSPECTION
CAUSE: 29730 MULTI COMPLTED. TIRE PSI 85-95
98P MULTI POINT INSPECTION (N/C)
4072 W95 0.00

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____

AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

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BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: 757987

350284

INVOICE

PAGE 2

[redacted]

BEKERSFILED, CA [redacted]
HOME:
BUS:

CONT:N/A
CELL [redacted]

SERVICE ADVISOR: 2149 PRASHAN YAPA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	09	FORD F450 TRUCK	1FDAX46R39E[redacted]		29730/29730	T4036

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 04FEB11		98.50	CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
08:44 27JAN11	15:20 05FEB11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	FC: PART#: COUNT:						
	CLAIM TYPE:						
	AUTH CODE:						
	4168						

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

29730 MULTI COMPLTED. TIRE PSI 85-95

****

C** REPLACE FUEL FILTER

S202 DRIVEABILITY/TUNE-UP 0.00 0.00

4072 CTR 1.50 99.98 99.98 99.98

1 8C3Z*9N184*C ELEMENT

PARTS: 99.98 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 99.98

29730 1.50 REPLACED BOTH FUEL FILTERS FOR BEING DIRTY

****

D** BATTERY CHECK GOOD

CAUSE: .

GBATT BATTERY CHECK GOOD (N/C)

999 W95 0.00

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

****

E** CHECKED AND OK

CAUSE: .

GTIRE CHECKED AND OK (N/C)

999 W95 0.00

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

****

F** CHECKED AND OK

CAUSE: .

GBK CHECKED AND OK (N/C)

999 W95 0.00

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

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TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $ _____

AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

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CUSTOMER COPY

EA11-003 000272LC

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www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: 757987

[redacted]

BEKERSFILED, CA [redacted]

HOME:

BUS:

CONT: N/A

CELL [redacted]

350284C

INVOICE

PAGE 1

SERVICE ADVISOR: 2149 PRASHAN YAPA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	09	FORD F450 TRUCK	1FDAX46R39E[redacted]		29730/29730	T4036

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 04FEB11		98.50	CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
08:44 27JAN11	15:21 05FEB11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A** REPLACE FUEL FILTER							
	S202		DRIVEABILITY/TUNE-UP			0.00	0.00
		4072	CTR	1.50	99.98	99.98	99.98
	1	8C3Z*9N184*C	ELEMENT				

PARTS: 99.98 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 99.98

29730 1.50 REPLACED BOTH FUEL FILTERS FOR BEING DIRTY

****

CUSTOMER STATES R/F HUBCAP IS MISSING UPON PICK UP

PAID FEB 05 2011 By Check #1351

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THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS, NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	99.98
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES/ADJ.	0.00
TOTAL CHARGES	99.98
LESS INSURANCE	0.00
SALES TAX	9.75
PLEASE PAY THIS AMOUNT	109.73

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EA11-003 000273LC

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(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: 757987

350284

INVOICE

PAGE 3

[redacted]
BEKERSFILED, CA [redacted]
HOME:
BUS:
CONT:N/A
CELL: [redacted]

SERVICE ADVISOR: 2149 PRASHAN YAPA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	09	FORD F450 TRUCK	1FDAX46R39E[redacted]		29730/29730	T4036

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 04FEB11		98.50	CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
08:44 27JAN11	15:20 05FEB11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00

****

EST: 1,214.25 02FEB11 10:17 SA: 2149
CONTACT: R 999-9999

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ORIGINAL ESTIMATE $_____

AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	99.98
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES/ADJ.	0.00
TOTAL CHARGES	99.98
LESS INSURANCE	0.00
SALES TAX	9.75
PLEASE PAY THIS AMOUNT	109.73

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E.P.A.# CAD981441199

CUSTOMER #: 757987

350957

INVOICE

PAGE 1

[redacted]

BEKERSFILED, CA [redacted]

HOME:

BUS:

CONT:N/A

CELL: [redacted]

SERVICE ADVISOR: 2149 PRASHAN YAPA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	09	FORD F450 TRUCK	1FDAX46R39E[redacted]		29880/29880	T4582

DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 10FEB11		98.50	CASH	12FEB11

R.O. OPENED	READY	OPTIONS:
11:35 09FEB11	16:07 12FEB11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUST STATES THE VEH LOOSING POWER WHEN ACCELLARATING						
	CAUSE: RUSTED FUEL PRESS REGULATOR						
	$202		DRIVEABILITY/TUNE-UP		427.00	427.00	
	4072	CTR		5.00	199.53	199.53	199.53
1	8C3Z*9C166*A		COVER		1.74	1.74	6.96
4	*W303659*		WASHER		13.56	13.56	13.56
1	7L1Z*8B365*A		CLIP - HOSE			TOTAL LINE A:	647.05

PARTS: 220.05 LABOR: 427.00 OTHER: 0.00

29880 RUSTED FUEL PRESS REGULATOR 5.00 DIAGNOSIS FOUND P0088 FUEL RAIL PRESSURE TOO HIGH. PINPOINT TEST CODE AND FOUND LOW PRESSURE FUEL SYSTEM HAD ERRATIC PRESSURES. UPON INSPECTION FOUND SEVERE AMOUNT OF RUST ON FUELPRESSURE REGULATOR. REMOVED FUELBOWL/REGULATOR HOUSING. ROADTESTED MULTIPLE TIMES: SYSTEM PASSED

****

EST: 1,050.00 09FEB11 11:35 SA: 2149

PAID
FEB 12 2011
By Check # 8354

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

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MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____

AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	427.00
PARTS AMOUNT	220.05
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES/ADJ.	0.00
TOTAL CHARGES	647.05
LESS INSURANCE	0.00
SALES TAX	21.45
PLEASE PAY THIS AMOUNT	668.50

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CUSTOMER COPY

EA11-003 000275LC

Customer Number: 122877 Invoice No: 91390

INVOICE

SERVICE INVOICE

JIM BURKE FORD
LINCOLN MERCURY & JAGUAR

Building lasting relationships through great customer service!

5300 GASOLINE ALLEY · BAKERSFIELD, CA 93313
Service 661-837-6484 · Parts 837-6473
BURKEAUTO.COM · AUTOMALL

[redacted]
BAKERSFIELD, CA [redacted]
Home: [redacted] Bus: Cell:
Email:

SERVICE ADVISOR: 2760 FRANKIE LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F-450	1FDAX46R39E[redacted]		30129/30173	T115/

DEL DATE	PROD. DATE	WARR. EXP.	REQUESTED TIME	PO NO.	RATE	PAYMENT	INV. DATE
24JAN09			17:00 30MAR11		0.00	CASH	08MAR11

R.O. OPENED	READY	OPTIONS:
14FEB11	08MAR11	ENG:6.4_Liter

SECTION	OPCODE	TECH	TYPE	LIST	NET	TOTAL

A **A CUST STS CK ENGINE LIGHT IS ON AND VEHICLE HAS NO POWER**
CAUSE: CUST SYS CEL IS ON AND VEHICLE HAS NO POWER. VISUAL INSPEC. OKAY. EEC TEST KOEO KOER. P0088 CONT. PERFORM PIN POINT TEST M. TEST M TO TEST
S110 DIESEL ENGINE PERFORMANCE

2932	WF	hrs.	(N/C)
1	8C3Z*9G805*B	COVER - FUEL PUMP	(N/C)
10	*W302649*	BOLT	(N/C)
6	*W302494*	NUT	(N/C)
4	8C3Z*6N640*A	GASKET	(N/C)
1	7C3Z*5A231*AC	CLAMP	(N/C)
1	7C3Z*6L612*B	GASKET	(N/C)
6	*W712878*S439	BOLT	(N/C)
2	*388898*S	SEAL	(N/C)
2	*W300003*	BOLT	(N/C)
2	8C3Z*6N640*B	GASKET	(N/C)
2	VC*7*B	ANTI-FREEZE	(N/C)
4	*W303659*	WASHER	(N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
9643

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

30173 CUST SYS CEL IS ON AND VEHICLE HAS NO POWER. VISUAL INSPEC. OKAY. EEC TEST KOEO KOER. P0088 CONT. PERFORM PIN POINT TEST M. TEST M TO TEST ME. ME3 VOLTAGE IS PRESENT. DRAIN COOLANT. EVAC AC SYSTEM. REMOVE RUNNING BOARDS. REMOVE CAB BOLTS. OK M TIME 3.5HR G.W. DUE TO AFTERMARKET PTO PUMP AND WIRING FOR TOW TRUCK CONVERSION, SLOWLY RAISE CAB DUE TO AFTER MARKET WIRING AND PTO HOSES. FEED WIRING OUT OF CAB, CUT AND LABEL WIRING THAT CAN NOT BE FED THROUGH. CUT OPEN ZIP TIES HOLDING WIRING IN PLACE. PARTIALLY LIFT CAB. REMOVE EXHAUST PIPES. REMOVE HPFP COVER. INSPECT AND REPLACE HPFP HARNESS. CLEAN AND INSTALL HPFP COVER. INSTALL FUEL LINES. INSTALL EXHAUST PIPE WITH NEW GASKETS. TORQUE TO SPEC. LOWER CAB. REINSTALL ALL CUT WIRING. REZIP TIE HARNESS TO FRAME RAILS. REPOSITION PTO LINES. FEED BACK INTO CAB ALL WIRING THAT WAS REMOVED. CHARGE AC SYSTEM. FILL COOLING SYSTEM. FILL P/S SYSTEM. CHECK TRANS FLUID. BLEED FUEL SYSTEM. CLEAR CODES. ROAD TEST 30MLS. RECHECK FOR CODES. OKAY. OK FOR CUSTOMER. FAILED PART HPFP HARNESS. COND CODE 42

I acknowledge notice and oral approval of an increase in the original estimated price.
Customer acknowledges a receipt of a copy thereof.

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.

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

CUSTOMER SIGNATURE
X

PRINT NAME
X

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

Customer Copy

BAR# ARD-00120289
EPA CAD 982492373

EA11-003 000276LC

SERVICE INVOICE

Customer Number: 122877 Invoice No: 91390

INVOICE

JIM BURKE FORD
LINCOLN MERCURY & JAGUAR
Building lasting relationships through great customer service!
5300 GASOLINE ALLEY · BAKERSFIELD, CA 93313
Service 661-837-6484 · Parts 837-6473
BURKEAUTO.COM · AUTOMALL

[redacted]
BAKERSFIELD, CA [redacted]
Home [redacted] Cell:
Email:

SERVICE ADVISOR: 2760 FRANKIE LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F-450	1FDAX46R39E[redacted]		30129/30173	T115/

DEL. DATE	PROD. DATE	WARR. EXP.	REQUESTED TIME	PO NO.	RATE	PAYMENT	INV. DATE
24JAN09			17:00 30MAR11		0.00	CASH	08MAR11

R.O. OPENED	READY	OPTIONS:
14FEB11	08MAR11	ENG:6.4_Liter

SECTION	OPCODE	TECH	TYPE	LIST	NET	TOTAL

****

B B PERFORM MULTI POINT INSPECTION AT NO CHARGE.(SEE ADVISOR OR CHECK LIST FOR RESULTS OR QUESTIONS). SET TIRES TO FACTORY SPECS.
99P PERFORM MULTI POINT INSPECTION AT NO CHARGE.(SEE ADVISOR OR CHECK LIST FOR RESULTS OR QUESTIONS). SET TIRES TO FACTORY SPECS. (N/C)
2932 IF hrs.
GBAT BATTERY IN GREEN (N/C)
2932 IF hrs.
GBK MEASURED BRAKE LINING (GREEN) CHECKED BRAKES OK (N/C)
2932 IF hrs.
GTIRE MEASURED TIRE TREAD (GREEN) CHECKED TIRES OK (N/C)
2932 IF hrs.
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: $ 0.00 *
30173 BATT/G FB/G GB/G TIRES/G SET TIRE PSI TO SPEC

****

C** C** AC LINE LEAKING
S10 MAINTENANCE 95.00 95.00
2932 CSC hrs.
1 8C3Z*6750*A INDICATOR ASY - OIL LEVEL 13.08 13.08 13.08
PARTS: 13.08 LABOR: 95.00 OTHER: 0.00 TOTAL LINE C: $ 108.08 *
30173 1.00 CUST SYS AC LINE LEAKING. PERFORM AC DYE TEST. FOUND AC LINE LEAKING. REPLACE AC HOSE. RETEST. OKAY. NOT LEAKING. GOOD FOR CUSTOMER

****

EST: 95.00 08MAR11 13:10 SA: 2760

PAID
MAR 08 2011
☐ CASH ☑ CHECK# 1394
☐ CREDIT CARD ____ INIT

I acknowledge notice and oral approval of an increase in the original estimated price. Customer acknowledges a receipt of a copy thereof.

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.

DESCRIPTION	TOTALS
LABOR AMOUNT	95.00
PARTS AMOUNT	13.08
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
HAZ/MISC. CHARGES	0.00
TOTAL CHARGES	108.08
LESS DISC./INS.	0.00
SALES TAX	1.08
PLEASE PAY THIS AMOUNT	109.16

CUSTOMER SIGNATURE
X
PRINT NAME
X
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

Customer Copy

BAR# ARD-00120289
EPA CAD 982492373

EA11-003 000277LC

Customer Number: 122877 Invoice No: 92074

INVOICE

SERVICE INVOICE

JIM BURKE FORD
LINCOLN MERCURY & JAGUAR

Building lasting relationships through great customer service!

5300 GASOLINE ALLEY · BAKERSFIELD, CA 93313
Service 661-837-6484 · Parts 837-6473
BURKEAUTO.COM · AUTOMALL

[redacted]
BAKERSFIELD, CA [redacted]
Home: [redacted] Bus: Cell:
Email:

SERVICE ADVISOR: 2760 FRANKIE LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F-450	1FDAX46R39E[redacted]		30185/30208	T2522

DEL DATE	PROD. DATE	WARR. EXP.	REQUESTED TIME	PO NO.	RATE	PAYMENT	INV. DATE
24JAN09			17:00 30MAR11		0.00	CASH	14MAR11

R.O. OPENED	READY	OPTIONS:
10MAR11	14MAR11	ENG:6.4_Liter

SECTION	OPCODE	TECH	TYPE	LIST	NET	TOTAL

A **A POWERTRAIN CONTROL MODULE RECALIBRATION**
CAUSE: 11B23 PROGRAM PCM
S10 MAINTENANCE (N/C)
2932 WF hrs.
FC: PART#: COUNT:
CLAIM TYPE: 11B23
AUTH CODE:
9643
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: $ 0.00
30185 0.50 11B23 PROGRAM PCM

****

B** **B** CUST STS RECHECK VEHICLE CUTTING OUT**
CAUSE: CUST SYS VEHICLE CUTTING OUT, RECHECK. ROAD TEST WITH CUSTOMER.
VERIFIED CUSTOMER CONCERN. EEC TEST, KOEO KOER P0088 CONT.
PERORM PIN POIN
S110 DIESEL ENGINE PERFORMANCE (N/C)
2932 WF hrs.

1	8C3Z*9A543*B	PUMP ASY - FUEL INJECTION	(N/C)
2	VC*7*B	ANTI-FREEZE	(N/C)
1	8C3Z*9G805*B	COVER - FUEL PUMP	(N/C)
6	*W712878*S439	BOLT	(N/C)
4	8C3Z*6N640*A	GASKET	(N/C)
2	8C3Z*6N640*B	GASKET	(N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
9643
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: $ 0.00
30208 CUST SYS VEHICLE CUTTING OUT, RECHECK. ROAD TEST WITH CUSTOMER. VERIFIED CUSTOMER CONCERN. EEC TEST, KOEO KOER P0088 CONT. PERORM PIN POINT TEST M. TEST M TO TEST ME. TEST ME TO ME4, EXCESSIVE RESISTANCE. PERFORM PRIOR APPROVAL. APPROVAL CODE PAATS. RAISE CAB. REMOVE EXHAUST. REMOVE HPFP. REMOVE HPFP GEAR. INSTALL GEAR ON NEW PUMP. INSTALL NEW HPFP. TORQUE HPFP GEAR. REASSEMBLE. LOWER CAB. CHARGE AC SYSTEM. FILL COOLING SYSTEM. CLEAR CODES. ROAD TEST 25MLS. RECHECK OKAY. FAILED PART HIGH PRESSURE FUEL PUMP COND CODE 42

****

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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.

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

CUSTOMER SIGNATURE
X

PRINT NAME
X

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

Customer Copy

BAR# ARD-00120289
EPA CAD 982492373

EA11-003 000278LC

Customer Number: 122877 Invoice No: 96338

INVOICE

SERVICE INVOICE

JIM BURKE FORD
LINCOLN MERCURY & JAGUAR

Building lasting relationships through great customer service!

5300 GASOLINE ALLEY · BAKERSFIELD, CA 93313
Service 661-837-6484 · Parts 837-6473
BURKEAUTO.COM · AUTOMALL

[redacted]
BAKERSFIELD, CA [redacted]
Home [redacted] Cell:
Email:

SERVICE ADVISOR: 2760 FRANKIE LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F450	1FDAX46R39E[redacted]		51493/51530	T105

DEL DATE	PROD. DATE	WARR. EXP.	REQUESTED TIME	PO NO.	RATE	PAYMENT	INV. DATE
24JAN09			17:00 30AUG11		0.00	CASH	08SEP11

R.O. OPENED	READY	OPTIONS:
15AUG11	08SEP11	ENG:6.4_Liter

SECTION	OPCODE	TECH	TYPE	LIST	NET	TOTAL

A **A CUST STS VEHICLE DIED WHILE DRIVING AND HEARD LOUD NOISE FROM ENGINE**
ADVISE
CAUSE: CUST SYS VEHICLE DIED WHILE DRIVING AND HEARD LOUD NOISE FROM ENGINE. VERIFIED CSUTOMER CONCERN. CHECK OIL AND COOLANT, OKAY.
VISUAL INSP
S12 GAS ENGINE REPAIR

2932	WF	hrs.	(N/C)
1	8C3Z*9J460*D	SENSOR ASY	(N/C)
1	9C3Z*5H221*A	FILTER ASY - DIESEL PARTICLE	(N/C)
1	7C3Z*5H247*B	KIT - EXHAUST SYSTEM MOUNTING	(N/C)
1	8C3Z*9T514*C	KIT - HARDWARE	(N/C)
2	VC*7*B	ANTI-FREEZE	(N/C)
3	XO*15W40*QSD	OIL - ENGINE	(N/C)
1	9C3Z*5H267*A	CATALYST ASY	(N/C)
1	8C3Z*5J213*D	SENSOR - EXHAUST GAS - TEMPER	(N/C)
1	8C3Z*5D261*A	BRACKET - EXHAUST PIPE MOUNTI	(N/C)
2	*W300003*	BOLT	(N/C)
4	*W302649*	BOLT	(N/C)
2	8C3Z*6N640*B	GASKET	(N/C)
1	7C3Z*6L612*B	GASKET	(N/C)
1	8C3Z*6007*AARM	REMAN ENGINE ASY	(N/C)
1	*W711407*S900	BOLT	(N/C)
3	XO*15W40*5QSD	OIL - ENGINE	(N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
9643

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

51530 CUST SYS VEHICLE DIED WHILE DRIVING AND HEARD LOUD NOISE FROM ENGINE. VERIFIED CSUTOMER CONCERN. CHECK OIL AND COOLANT, OKAY. VISUAL INSPECTION. EEC TEST KOEO KOER P2453. FOLLOW PIN POINT, REPLACE DPF SENSOR. CLEAR CODES. TRUCK START AND IDLES FOR A MIN. THEN REVS UP BY ITS SELF, I TURN KEY OFF. STILL RUNNING. I OPEN HOOD REMOVE A/F, ATTEMPT TO SMOOTHER WITH A RAG. STILL RUNNING. THEN I HEAR A POP AND IT SHUTS OFF. EEC TEST KOEO KOER P0297 P1000. REMOVE LOWER CAC HOSE LOTS OF OIL PRESENT. CONTACT HOTLINE 104777595, RELATIVE COMP SHOWS 3 AND 4 ARE GREATER THAN 2%. PERFORM MANUAL COMP TEST, 3 AND 4 ARE 280PSI ALL OTHERS 430PSI. REMOVE V/C'S INSPECT VALVE TRAIN, OKAY. UNABLE TO GET FUEL SAMPLE. HI PSI TURBO IS OUT OF SPECS AXIAL AND RADIAL. REMOVE CAB.

FORD F450

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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.

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

CUSTO[redacted]
X

PRINT [redacted]
X

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

Customer Copy

BAR# ARD-00120289
EPA CAD 9[redacted]

EAPP0303000279LC

Customer Number: 122877 Invoice No: 96338

INVOICE

SERVICE INVOICE

JIM BURKE FORD LINCOLN MERCURY & JAGUAR

Building lasting relationships through great customer service!

5300 GASOLINE ALLEY · BAKERSFIELD, CA 93313
Service 661-837-6484 · Parts 837-6473
BURKEAUTO.COM · AUTOMALL

[redacted]
BAKERSFIELD, CA [redacted]
Home [redacted] Cell:
Email:

SERVICE ADVISOR: 2760 FRANKIE LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F450	1FDAX46R39E[redacted]		51493/51530	T105

DEL DATE	PROD. DATE	WARR. EXP.	REQUESTED TIME	PO NO	RATE	PAYMENT	INV. DATE
24JAN09			17:00 30AUG11		0.00	CASH	08SEP11

R.O. OPENED	READY	OPTIONS:
15AUG11	08SEP11	ENG:6.4_Liter

SECTION	OPCODE	TECH	TYPE			LIST	NET	TOTAL

M TIME TO REMOVE CUSTOMERS TOWING HYDRAULIC LINES AND ELECTRICAL WIRING(TOW TRUCK) REMOVE BOTH CYL HEADS. FOUND HI PSI TURBO EXHAUST WHEEL BROKEN OFF. CLEAN CYL HEADS AND CHECK FOR FLATNESS, OKAY. #1 PISTON CONTACTED THE VALVES AND #3 PISTON BEAGN TO MELT. CHECK CYL FOR TAPER AND OOR, OUT OF BOTH SPECS. PERFORM PRIOR APPROVAL. CODE PAATU. REMOVE SHORT BLOCK. DOC AND DPF IS CONTAMINATED WITH ALOT OF OIL. INSTALL FOR ENGINE, DOC AND DPF. LOWER CAB. INSTALL CUST ACCS. FILL COOLING SYSTEM. FILL DIESEL ENGINE OIL. CHARGE AC. CLEAR CODES. CLEAR FUEL INJECTOR TABLE. CLEAR EGR TABLE. ROAD TEST. RECHECK, OKAY. FAILED PART HI PSI TURBO. COND CODE 42

****

B **B PERFORM MULTI POINT INSPECTION AT NO CHARGE.(SEE ADVISOR OR CHECK LIST FOR RESULTS OR QUESTIONS). SET TIRES TO FACTORY SPECS.**
99P PERFORM MULTI POINT INSPECTION AT NO CHARGE.(SEE ADVISOR OR CHECK LIST FOR RESULTS OR QUESTIONS). SET TIRES TO FACTORY SPECS.

2932	CDF	hrs.			0.00	0.00
GBAT BATTERY IN GREEN						
2932	CDF	hrs.			0.00	0.00
GBK MEASURED BRAKE LINING (GREEN) CHECKED BRAKES OK						
2932	CDF	hrs.			0.00	0.00
GTIRE MEASURED TIRE TREAD (GREEN) CHECKED TIRES OK						
2932	CDF	hrs.			0.00	0.00

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

51530 BATT/G FB/G RB/G TIRES/G TIRE PSI 85 AND 90

****

C** **C** REPLACE BATTERY
S10 MAINTENANCE

2932	CF	hrs.		0.00	0.00
1	BXT*65*750 BATTERY		109.95	109.95	109.95
1	BXT*65*750 BATTERY		109.95	109.95	109.95

PARTS: 219.90 **LABOR:** 0.00 **OTHER:** 0.00 **TOTAL LINE C:** $ 219.90

51530 REPLACE BOTH BATTERYS.

****

EST: 145.00 15AUG11 09:20 SA: 2760
EST: 93.33 15AUG11 15:08 SA: 2760
CONTACT: JOHN
EST: 203.28 17AUG11 15:25 SA: 2760

FORD F450

I acknowledge notice and oral approval of an increase in the original estimated price. Customer acknowledges a receipt of a copy thereof.

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.

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

CUSTOMER SIGNATURE
X

PRINT NAME
X

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

Customer Copy

Copyright 2004 ADP, Inc. XJ4512.251

BAR# ARD-00120289
EPA CAD 982492373

EA11-003 000280LC

Customer Number: 122877 Invoice No: 96338

INVOICE

SERVICE INVOICE

JIM BURKE FORD
LINCOLN MERCURY & JAGUAR

Building lasting relationships through great customer service!

5300 GASOLINE ALLEY · BAKERSFIELD, CA 93313
Service 661-837-6484 · Parts 837-6473
BURKEAUTO.COM · AUTOMALL

[redacted]

BAKERSFIELD, CA [redacted]

Home: [redacted] Cell:

Email:

SERVICE ADVISOR: 2760 FRANKIE LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F450	1FDAX46R39E[redacted]		51493/51530	T105

DEL DATE	PROD. DATE	WARR. EXP	REQUESTED TIME	PO NO	RATE	PAYMENT	INV. DATE
24JAN09			17:00 30AUG11		0.00	CASH	08SEP11

R.O. OPENED	READY	OPTIONS:
15AUG11	08SEP11	ENG:6.4_Liter

SECTION	OPCODE	TECH	TYPE	LIST	NET	TOTAL

CONTACT: JOHN
AUTH TO REPLACE BATTERY
EST: 22,191.01 26AUG11 16:44 SA: 2760
CONTACT: A

PAID
SEP 08 2011
CASH ☐ CHECK #
CREDIT CARD ☒ INT

FORD F450

I acknowledge notice and oral approval of an increase in the original estimated price.
Customer acknowledges a receipt of a copy thereof.

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.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	219.90
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
HAZ/MISC. CHARGES	0.00
TOTAL CHARGES	219.90
LESS DISC./INS.	0.00
SALES TAX	15.94
PLEASE PAY THIS AMOUNT	235.84

CUSTOMER SIGNATURE
X

PRINT NAME
X

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

Customer Copy

BAR# ARD-00120289
EPA CAD 982492373

EA11-003-000281LC

[redacted]

CT Corporation

Service of Process Transmittal

03/03/2011
CT Log Number 518129773

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [redacted]., and [redacted], etc., Pltfs. vs. Ford Motor Company, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s), Stipulation Form, Neutral Selection and Party List Form

COURT/AGENCY: Orange County, Superior Court, CA
Case # 30201100453120

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - 2009 Ford F-550 - Vehicle suffers from defects, which defendants failed to make conform under applicable warranties

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 03/03/2011 at 12:45

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): David N. Barry
The Barry Law Firm
520 Broadway
Suite 350
Santa Monica, CA 90401
310 854 4015

REMARKS: Documents received have been changed by the process server to reflect the name of the entity being served at the time of service.

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794492707260
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

OFFICE OF THE GENERAL COUNSEL
11 MAR -4 P 4:58
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

DB Ford Motor Company, a Delaware Corporation; Ted Jones Ford, Inc. d/b/a Ken Grody Ford; and DOES 1 through 20 inclusive;

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Randy Farbowich, an Individual; Kevin Farbowich, an Individual;

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 25 2011

ALAN CARLSON, Clerk of the Court

BY: R. LUCEY, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

CASE NUMBER:
(Número del Caso): 30-2011 00453120

The name and address of the court is:
(El nombre y dirección de la corte es): Central Justice Center
700 Civic Center Drive West
Santa Ana, California 92701

JUDGE JAMES J. DI CESARE
DEPT. C18

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
David N. Barry, Esq. 520 Broadway, Suite 350 Santa Monica, CA 90401 (310) 854-4015

DATE: *(Fecha)* FEB 25 2011 ALAN CARLSON Clerk, by *(Secretario)* R. LUCEY, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☑ on behalf of *(specify):* Ford Motor Company
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☒ by personal delivery on *(date):* 3/3/11 @ 12:45 P.M.

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DAVID N. BARRY, ESQ. (SBN 219230)
THE BARRY LAW FIRM
520 Broadway, Suite 350
Santa Monica, California 90401
Telephone: 310.854.4015
Facsimile: 310.862.4539

Attorneys for Plaintiffs, Randy Farbowich and Kevin Farbowich

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 25 2011

ALAN CARLSON, Clerk of the Court

BY: R. LUCEY DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

RANDY FARBOWICH, an individual, KEVIN FARBOWICH, an individual, Plaintiffs, v. FORD MOTOR COMPANY, a Delaware Corporation; TED JONES FORD, INC. d/b/a KEN GRODY FORD; and DOES 1 through 20, inclusive, Defendants.	Case No. 30-2011 00453120 **COMPLAINT FOR DAMAGES** JUDGE JAMES J. DI CESARE DEPT. C18 *Assigned for all purposes to the Hon. in Dept.*

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.

JURY TRIAL DEMANDED.

PLAINTIFFS RANDY FARBOWICH, an individual, and KEVIN FARBOWICH, an individual hereby alleges and complains as follows:

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GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff RANDY FARBOWICH is an individual, residing in the county of Orange, in the State of California. Plaintiff KEVIN FARBOWICH is an individual, residing county of Riverside, in the State of California.

2. Defendant, FORD MOTOR COMPANY (hereinafter referred to as "Manufacturer"), is a corporation doing business in the County of Orange, State of California, and, at all times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of FORD motor vehicles and related equipment.

3. Defendant, TED JONES FORD, INC. d/b/a KEN GRODY FORD (hereinafter referred to as "Seller"), is a corporation doing business in the County of Orange, State of California, and, at all times relevant herein, was/is engaged in the sale and distribution of Ford motor vehicles.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiffs who therefore sues these Defendants by such fictitious names. Plaintiffs will seek leave to amend this Complaint to set forth their true names and capacities when they have ascertained them. Further, Plaintiffs are informed and believes, and thereon alleges, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiffs as herein alleged.

5. Plaintiffs are informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, were the agents, servants, and/or employees of each of their Co-Defendants. Plaintiffs are informed and believes, and thereon alleges, that in doing the things hereinafter alleged Defendants, and each of them, were acting in the course and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

6. Before September 2008, defendants Manufacturer and Does 1 through 20 inclusive, manufactured and/or distributed into the stream of commerce a new 2009 Ford F-550 truck, VIN 1FDAX56R09EA77322 (hereinafter referred to as the "Vehicle") for its eventual sale in the State

of California.

7. On or about September 2008, Plaintiffs purchased, for personal, family, and/or household purposes, the subject Vehicle from the Seller for a total consideration over the term of the installment contract of approximately $60,000. The purchase agreement is in the possession of Defendants.

8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act.

9. Along with the purchase of the Vehicle, Plaintiffs received written warranties and other express and implied warranties including, but not limited to, warranties from Manufacturer and Seller that the Vehicle and its components would be free from all defects in material and workmanship; that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle would be fit for the ordinary purposes for which it was intended; that the Vehicle would conform to the promises and affirmations of fact made; that Defendants, and each of them, would perform any repairs, alignments, adjustments, and/or replacements of any parts necessary to ensure that the Vehicle was free from any defects in material and workmanship; that Defendants, and each of them, would maintain the utility of the Vehicle for Three years or 36,000 miles and would conform the Vehicle to the applicable express warranties. (A copy of the written warranty is in the possession of the Defendants).

10. Plaintiffs have duly performed all the conditions on Plaintiffs' part under the purchase agreement and under the express and implied warranties given to plaintiffs, except insofar as the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented and/or excused such performance.

11. Plaintiffs have delivered the Vehicle to the Manufacturer's authorized service and repair facilities, agents and/or dealers, including Seller, on at least Four (4) separate occasions resulting in the Vehicle being out of service by reason of repair of nonconformities. Repair Orders/Invoices are in the possession of Defendants.

12. By way of example, and not by way of limitation, the defects, malfunctions, misadjustments, and/or nonconformities with Plaintiffs' Vehicle include the following: Plaintiffs

have submitted the subject Vehicle for defects and malfunctions, specifically for problems with the engine, including but not limited to lack of power, black smoke from the exhaust, coolant leaks, and the vehicle not starting.

13. Each time Plaintiffs delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Plaintiffs notified Defendants, and each of them, of the defects, malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and demanded that Manufacturer or its representatives repair, adjust, and/or replace any necessary parts to conform the Vehicle to the applicable warranties.

14. Each time Plaintiffs delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Defendants, and each of them, represented to Plaintiffs that they could and would conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to said warranties, and that all the defects, malfunctions, misadjustments, and/or nonconformities have been repaired; however, Manufacturer or its representatives failed to conform the Vehicle to the applicable warranties because said defects, malfunctions, misadjustments, and/or nonconformities continue to exist even after a reasonable number of attempts to repair was given.

15. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000.00), exclusive of interest and costs, for which Plaintiffs seek judgment against Defendants, together with equitable relief. In addition, Plaintiffs seek damages from Defendants, and each of them, for incidental, consequential, exemplary, and actual damages including interest, costs, and actual attorneys' fees.

FIRST CAUSE OF ACTION

Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act

Against all Defendants

16. Plaintiffs realleges each and every paragraph (1-15) and incorporates them by this reference as though fully set forth herein.

17. The distribution and sale of the Vehicle was accompanied by the Manufacturer and Seller's implied warranty that the Vehicle was merchantable.

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18. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of fact made to Plaintiff.

19. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities alleged herein, the Vehicle was not merchantable because it did not have the quality that a buyer would reasonably expect, because it could not pass without objection in the trade under the contract description; because it was not fit for the ordinary purposes for which it was intended; because it was not adequately assembled; and/or because it did not or could not be conformed to the promises or affirmations of fact made to Plaintiffs.

20. Upon discovery of the Vehicle's nonconformities, Plaintiffs took reasonable steps to notify Defendants, and each of them, within a reasonable time that the Vehicle did not have the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance of the nonconforming Vehicle.

21. Plaintiffs hereby give written notice and justifiably revokes acceptance of the nonconforming Vehicle under the Commercial Code sections 2607 and 2608. Plaintiffs further demands that the Manufacturer cancel the sale, take back the nonconforming Vehicle, refund all the money expended, pay the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted, and/or pay damages under the Commercial Code sections 2711, 2714, and 2715. Defendants, and each of them, have, however, refused to comply. Notification Letter is in the possession of Defendants.

22. Plaintiffs hereby give written notice and makes demand upon Manufacturer and Seller for replacement or restitution, pursuant to Song-Beverly. Defendants, and each of them, knew of their obligations under Song-Beverly; however, despite Plaintiffs' written demand made prior to the retention of counsel and the filing of this lawsuit, Defendants and each of them, have intentionally failed and refused to make restitution or replacement pursuant to Song-Beverly.

23. As a result of the acts and/or omissions of the Defendants, and each of them,

Plaintiffs have sustained damage in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount thereof when that amount is ascertained.

24. As a further result of the actions of Defendants, and each of them, Plaintiffs have sustained incidental and consequential damages in an amount yet to be determined, plus interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set forth the exact amount of incidental damages when that amount is ascertained.

25. As a further result of the actions of Defendants, and each of them, Plaintiffs have sustained damages equal to the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted.

26. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiffs' claim, it was necessary for Plaintiffs to retain legal counsel. Pursuant to Song-Beverly, Plaintiffs, in addition to their other remedies, are entitled to the recovery of her attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

SECOND CAUSE OF ACTION

Breach of Express Warranty under Song-Beverly Warranty Act

Against all Defendants

27. Plaintiffs realleges each and every paragraph (1-26) and incorporates them by this reference as though fully set forth herein.

28. The Vehicle had defects, malfunctions, misadjustments, and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiffs.

29. Plaintiffs delivered the Vehicle to Manufacturer or its authorized repair facilities for repair.

30. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.

31. The acts and/or omissions of Defendants, and each of them, in failing to perform

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the proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable express warranties constitute a breach of the express warranties that the Manufacturer provided to Plaintiffs, thereby breaching Defendants' obligations under Song-Beverly.

32. Defendants, and each of them, failed to perform the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of Defendants' obligations under Song-Beverly.

33. Plaintiffs hereby gives written notice and makes demand upon Manufacturer and Seller for replacement or restitution, pursuant to Song-Beverly. Defendants, and each of them, knowing their obligations under Song-Beverly, and despite Plaintiffs's demand, failed and refused to make restitution or replacement according to the mandates of Song-Beverly. The failure of Defendants, and each of them, to refund the price paid and payable or to replace the Vehicle was intentional and justifies an award of a Civil Penalty in an amount not to exceed two times Plaintiffs's actual damages.

34. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiffs is entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiffs' election, plus prejudgment interest thereon at the legal rate. Plaintiffs will seek leave of Court to amend this Complaint to set forth the exact amount of restitution and interest, upon election, when that amount has been ascertained.

35. Additionally, as a result of the acts and/or omissions of Defendants, and each of them, and pursuant to Song-Beverly, Plaintiffs have sustained and is entitled to consequential and incidental damages in amounts yet to be determined, plus interest thereon at the legal rate. Plaintiffs will seek leave of the court to amend this complaint to set forth the exact amount of consequential and/or incidental damages, when those amounts have been ascertained.

36. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiffs' claim, it was necessary for Plaintiffs to retain legal counsel. Pursuant to

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Song-Beverly, Plaintiffs, in addition to other remedies, is entitled to the recovery of her attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them, as follows:

A. For replacement or restitution, at Plaintiffs' election, according to proof;

B. For incidental damages, according to proof;

C. For consequential damages, according to proof;

D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times the amount of Plaintiffs' actual damages;

E. For actual attorney's fees, reasonably incurred;

F. For costs of suit and expenses, according to proof;

G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;

H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;

I. For pre-judgment interest at the legal rate;

J. Such other relief the Court deems appropriate.

Date: FEBRUARY 21, 2011

THE BARRY LAW FIRM

By: _____

DAVID N. BARRY, ESQ.
Attorneys for Plaintiffs,
RANDY FARBOWICH and KEVIN FARBOWICH

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SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C11	**BANKS** 657-622-5211	~~Friday~~ 1:30 p.m.	~~Daily~~ 8:45 a.m.	Noon	3:00 p.m.	Yes	Call (657) 622-5211 to reserve motion date. Moving party must submit on moving papers unless court invites oral argument. Counsel must reserve Ex Parte hearings with the courtroom by calling (657) 622-5211 and supply whatever information may be requested.
C20	**CHAFFEE** 657-622-5220	Friday 9:30 a.m.	Daily 1:30 p.m.	None	Noon	Yes 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7884 or (888) 88-COURT
C25	**COLAW** 657-622-5225	Friday 10:00 a.m.	Daily 1:30 p.m.	noon day before Ex Parte hearing-Reservation must be made with courtroom prior to hearing being set	4:00 p.m., day before the Ex Parte hearing	Yes, 3:00 p.m. day before	Teleconference appearances will be allowed for Case Management Conferences and Law and Motion hearings ONLY. They do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C15	**FIRMAT** 657-622-5215	Thursday 3:00 p.m.	Daily 1:30 p.m.	Not required	11:00 a.m.	Yes	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C18	**DI CESARE** 657-622-5218	Thursday 1:30 p.m.	M,T,W,F 1:30 p.m.	Noon	4:30 P.M. if day prior to the Ex Parte hearing is Monday-Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes 3:00 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.
C22	**FELL** 657-622-5222	Wednesday 10:00 a.m. Motions must be reserved prior to filing by calling 657-622-5222.	Daily 8:30 a.m.	Not required	2:00 p.m	Yes 4:30 p.m. the day before	Moving party must submit on moving papers unless the court invites oral argument. Oral argument will be heard on the hearing date. Oppositions must be in writing but may be hand written if presented at the time of appearance.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statues of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA) For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of $300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of $300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at www.occourts.org.

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name & Address)*:	*FOR COURT USE ONLY*
Telephone No.: Fax No. (Optional): E-Mail Address (Optional): ATTORNEY FOR *(Name)*: Bar No:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: ☐ Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 ☐ Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 ☐ Harbor-Laguna Hills Facility – 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 ☐ Harbor – Newport Beach Facility – 4601 Jamboree Rd., Newport Beach, CA 92660-2595 ☐ North – 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 ☐ West – 8141 13th Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER:	
DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION	CASE NUMBER:

Plaintiff(s)/Petitioner(s),_____

_____

and defendant(s)/respondent(s), _____

_____

agree to the following dispute resolution process:

☐ Mediation

☐ Arbitration (must specify code)
- ☐ Under section 1141.11 of the Code of Civil Procedure
- ☐ Under section 1280 of the Code of Civil Procedure

☐ Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

☐ I have an *Order on Court Fee Waiver* (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.

☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: _____ _____ _____
(SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: _____ _____ _____
(SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: ☑ Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 ☐ Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 ☐ Harbor-Laguna Hills Facility – 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 ☐ Harbor – Newport Beach Facility – 4601 Jamboree Rd., Newport Beach, CA 92660-2595 ☐ North – 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 ☐ West – 8141 13th Street, Westminster, CA 92683-0500	*FOR COURT USE ONLY*
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) NEUTRAL SELECTION AND PARTY LIST **☐Arbitration ☐Mediation ☐Neutral Evaluation**	CASE NUMBER:

(ATTACH THIS FORM TO FORM L-1270, ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION, AND FILE IT WITH THE COURT.)

ADR NEUTRAL SELECTION

For Arbitration, parties may select a Neutral and Alternate or may have a Neutral randomly assigned from the Court's Panel. For Mediation and Neutral Evaluation, parties must select a Neutral and an Alternate below.

☐ For Arbitration, please check this box to have an arbitrator assigned at random.

The parties select the following Neutral and Alternate from the Court ADR Panel:

Neutral: _____

Alternate: _____

The above named Neutral will be notified by a Notice of Assignment of ADR Neutral that he or she has been selected as the neutral in this proceeding. In the event the neutral does not accept the assignment, a new Notice of Assignment of ADR Neutral will be sent to the above named Alternate. The assignment of the Alternate to serve as the Neutral does not extend the time to complete the ADR process.

Short Title:	Case Number:

PARTY LIST
(Including Affiliates)

The parties agree that the ADR Session may be conducted on one of the following dates:

1._____ 2._____ 3._____ 4._____

Attorney and Firm Name:_____

Mailing Address:_____ City_____ ZIP_____

Area Code and Telephone Number:_____ Fax_____

Attorney for:_____

Attorney and Firm Name:_____

Mailing Address:_____ City_____ ZIP_____

Area Code and Telephone Number:_____ Fax_____

Attorney for:_____

Attorney and Firm Name:_____

Mailing Address:_____ City_____ ZIP_____

Area Code and Telephone Number:_____ Fax_____

Attorney for:_____

Attorney and Firm Name:_____

Mailing Address:_____ City_____ ZIP_____

Area Code and Telephone Number:_____ Fax_____

Attorney for:_____

This Party List must also include the full names, addresses, and phone numbers of corporate parties' parent subsidiary corporations, and of all insurance carriers. Counsel must immediately notify the neutral t discovery if any attorney or self-represented party is not listed on this Party List Form.

☐ Attach additional copies of this page if necessary to include additional parties, affiliated entities or insura carriers.



CT Corporation

Service of Process Transmittal

04/09/2010
CT Log Number 516444682

TO: Chris Dzbanski
Ford Motor Company
WHQ 433-E3, One American Road
Dearborn, MI 48126

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Waivers, Notice to Defend, Complaint, Verification, Exhibit
COURT/AGENCY:	Allegheny County, Court of Common Pleas, PA Case # AR10-2565
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects on 2009 Ford F-350, VIN 1FDWF37R19EA91919
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 04/09/2010 postmarked on 04/07/2010
APPEARANCE OR ANSWER DUE:	Within 20 days - Written Appearance // 06/23/2010 at 9:00 a.m. - Arbitration Hearing
ATTORNEY(S) / SENDER(S):	Robert A. Rapkin Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002 215-540-8888
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 799515967896 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	CT Corporation System
PER:	Sabra Dudding
ADDRESS:	116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101
TELEPHONE:	717-234-6004

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

ROBERT M. SILVERMAN [a]
CRAIG THOR KIMMEL [a]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, MI Bar
[i] Member, NH Bar
[j] Member, CT Bar
[k] Member, TN Bar

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT [a]
ROBERT A. RAPKIN [a]
AMY L. BENNECOFF [a,b]
TARA L. PATTERSON [a]
ANGELA K. TROCCOLI [a]
KATE G. SHUMAKER [a,b]
CHRISTINA GILL ROSEMAN [a,g]
FRED DAVIS [a]
RICHARD A. SCHOLER [a]

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

April 6, 2010

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

Re: [redacted] v. Ford Motor Company
Allegheny County Docket No.: AR-10-2565

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

RAR/jh
Enclosures

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JONATHAN FIRESTONE,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL DIVISION

NO.: AR10-2565

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Jonathan Firestone

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

FILED
10 APR -1 AM 10: 12
DEPT. OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

JUN 23 2010

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JONATHAN FIRESTONE,	CIVIL DIVISION
Plaintiff,	
vs.	NO.:
FORD MOTOR COMPANY,	
Defendant.	**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiff:
Jonathan Firestone

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

JONATHAN FIRESTONE,	
Plaintiff,	
vs.	**No.:**
FORD MOTOR COMPANY,	
Defendant.	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Street
Pittsburgh, Pennsylvania 15219
Telephone: (412) 261-0518

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing before a board of arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania on _____, 20___, at 9:00 a.m. IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD **AT THE SAME TIME AND DATE** BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU **BEFORE** THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. **THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

JONATHAN FIRESTONE,	
Plaintiff,	
vs.	**No.:**
FORD MOTOR COMPANY,	
Defendant.	

COMPLAINT

1. Plaintiff, Jonathan Firestone, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 205 North Drive, Jeannette, PA 15644.

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 System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about November 17, 2009, Plaintiff purchased a new 2009 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FDWF37R19EA91919.

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 $59,652.60. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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: Water in Fuel, Injection Pump Failure. True and correct copies of the repair invoices are not in Plaintiff possession, however they can be obtained from Defendant's authorized dealership.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Tri Star Automotive 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 November 17, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

30. 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).

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

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

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

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

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

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

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

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

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

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

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars ($25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

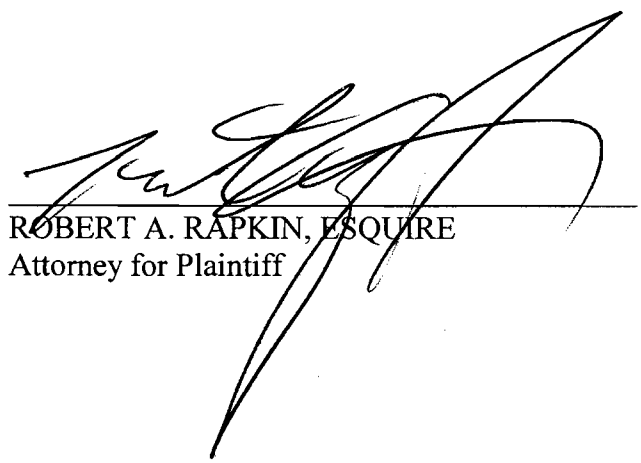
KIMMEL & SILVERMAN, P.C.

By: _____

Robert A. Rapkin, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

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

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

[redacted]

Page: 01 CQIS DETAIL REPORT 04/29/10 13:00:26

CQIS Report Number: ABOAL397 Program Type: C1 Orig Rpt #: 00005657876M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/15/2010

---------- R E P O R T S U M M A R Y ----------

VEHICLE: 2009 F350 4X4,REGCAB ,CHASCAB VIN : 1FDWF37R19E[redacted]
Engine : 6.4L OHV DUAL T/C V8 INTNL DSL Odometer: 5,887 MILES
Operating Environ: WCC :
Vehicle Use : Rsp. Act:

SYMPTOM: 6 01 0 00 DRIVEABILITY NO CRANK(CAUSE UNKNOWN)
OTHER (CODE NOT AVAILABLE) OTHER (CODE NOT AVAILABLE)

Additional Symptom:
Other Veh. With Concern: Severity Rating - Customer: Engineering:

Causal Component:
Causal Factor: Feature: Loc:
Causal Condition: Photo: Attchmnts: 0
Component Test Status: ---- Return Loc:
Vehicle Fixed?: Customer satisfied?: Repair Effectiveness (%):

---------- C O M M E N T S ----------
--TYPE-- ---------- COMMENT TEXT ----------

OWNREL ARE THERE ANY VEHICLE MODIFICATIONS? NO - - REQUEST COMMENTS :OWNER REQUEST FORD PAY FOR RENTING A TRUCK

OWNREL JOESPH,

WHY IS A RENTAL NEEDED, AND HOW LONG IS THE RENTAL NEEDED?

OWNREL DEALER CARE SPECIALIST SAYS: FORD WILL PARTICIPATE IN THIS REPAIR FOR A TOTAL OF $500 (5 DAYS OF RENTAL AT $100/DAY).WHEN SERVICE IS COMPLETE RETURN THIS FORM TO RECEIVE YOUR SUBMISSION APPROVAL CODE.PLEASE NOTE: ALL CLP CLAIMS MUST BE SUBMITTED WITHIN 30 DAYS OF THE REPAIR ORDER DATE. ACCORDING TO CLP POLICY GUIDELINES, THERE ARE NO EXCEPTIONS FOR CLAIMS THAT ARE SUBMITTED BEYOND THE 30 DAY LIMIT.THANK YOU.

OWNREL FORD WILL PARTICIPATE IN THIS REPAIR FOR A TOTAL OF $500 (5 DAYS OF RENTAL AT $100/DAY).

WH HEN SERVICE IS COMPLETE RETURN THIS FORM TO RECEIVE YOUR SUBMISSION APPROVAL CODE.

PLEASE NOTE: ALL CLP CLAIMS MUST BE SUBMITTED WITHIN 30 DAYS OF THE REPAIR ORDER DATE. ACCORDING TO CLP POLICY GUIDELINES, THERE ARE NO EXCEPTIONS FOR CLAIMS THAT ARE SUBMITTED BEYOND THE 30 DAY LIMIT.
THANK YOU.

---------- C O N C E R N D E T A I L S ----------

---------- D I A G N O S T I C I N F O R M A T I O N ----------
Symp. Verif?: Ease of Diagnosis: Level of Assistance:
Comp. Timing: Base Timing : MIL light on? :
Test Stand : Road Test : 8D Number:
Prior Repair Attempts: Repair Prior to Call: NO
KOEO:
KOEC:
KOER:
CB:
Equipment/Procedure Used Effective? Equipment/Procedure Used Effective

CQIS Report Number: ABOAL397 Program Type: C1 Orig Rpt #: 00005657876M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/15/2010

SERVICE ACTIONS

NO SERVICE ACTIONS AVAILABLE FOR THIS VEHICLE

VEHICLE DETAILS

Vehicle Build Date: 04/16/2009 Warranty Start Date: 11/17/2009
Date of Sale: Selling Dlr(Geo/Mkt,Dlr,Sub):
Dealer Special Order: Gross Vehicle Weight: 1300 LBS
LH/RH Drive:

ENGINE

Engine: 6.4L OHV DUAL T/C V8 INTNL DSL Tag: 9G 042 AC
Bld Dt: Calb: Serial #: 001090665434

TRANSMISSION

Trans: 5R110W 5SP-A HI/TORQ Part #:
Bld Dt: Serial #:
Model: Shft:

ADDITIONAL

Tire : LT245/75/R17E A/T BSW Brand :
Radio : ELECTRONIC AM/FM/STRO/CLOCK A/C : MANUAL AIR CONDITIONER
Paint : NEUTRAL EXT PAINT FAMILY A --------- OXFORD WHITE WB C/C-W/B

AFTER MARKET MODIFICATIONS

NO AFTER MARKET MODIFICATIONS DATA AVAILABLE FOR THIS VEHICLE

REPORT ORIGINATOR - REPAIR FACILITY - CUSTOMER INFORMATION

Rpr Dlr:USA 07424 - Tri-Star Ford-Mercury, Inc. Ph#:(724) 459-9300
City: Blairsville State : Pennsylvania
Country: United States Region : Pittsburgh

Customer name : JONATHAN FIRESTONE City :

CQIS VIN HISTORY

Date	CQIS Report #	Prog Type	Symp	Cat	Causal Part	Description	Dealer Id
02/13/2010	ABMAE014	NHL	DRVABL	FUEL			USA 07424
02/15/2010	ABOAL372	CACVOC	DRVABL				USA 07424
02/22/2010	ABVCL252	CACVOC	DRVABL				USA 07424
02/22/2010	ABVCL405	CACVOC	ENGINE				USA 07424

SUPPLEMENTAL SURVEY: MORS III GENERIC BATCH LOAD

SURVEY HAS BEEN RECEIVED

VEHICLE'S WARRANTY HISTORY (365 days only)

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Part Number Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42	8C3	9A543	B	6005E
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	A	6005E2
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	B	6005E3
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	A	6005E11

CQIS Report Number: ABOAL397 Program Type: C1 Orig Rpt #: 00005657876M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/15/2010

VEHICLE'S WARRANTY HISTORY (365 days only)

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	B	6005E7
USA 07424	02/11/10	286273	5887	1	42	8C3	9229	A	6005E4
USA 07424	02/11/10	286273	5887	1	42		W302649		6005E12
USA 07424	02/11/10	286273	5887	1	42		W302494		6005E13
USA 07424	02/11/10	286273	5887	1	42		W302495		6005E14
USA 07424	02/11/10	286273	5887	1	42		W300003		9002A
USA 07424	02/11/10	286273	5887	1	42	8C3	9G805	AA	6007B
USA 07424	02/11/10	286273	5887	1	42	8C3	9E527	A	6007B47
USA 07424	02/11/10	286273	5887	1	42	8C3	9F589	A	
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	AA	9527AT
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	BA	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N103	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N184	C	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	A	
USA 07424	04/07/10	287920	5887	1	42	7C3	6L612	B	
USA 07424	04/07/10	287920	5887	1	42		W302474		
USA 07424	04/07/10	287920	5887	1	42	V	7	B	

CQIS Report Number: ABOAL372 Program Type: C1 Orig Rpt #: 00005657851M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/15/2010

REPORT SUMMARY

VEHICLE: 2009 F350 4X4,REGCAB ,CHASCAB VIN : 1FDWF37R19E[redacted]
Engine : 6.4L OHV DUAL T/C V8 INTNL DSL Odometer: 5,500 MILES
Operating Environ: WCC :
Vehicle Use : Rsp. Act:

SYMPTOM: 6 14 5 00 DRIVEABILITY LACK/LOSS OF POWER
ACCELERATION OTHER (CODE NOT AVAILABLE)
Additional Symptom:
Other Veh. With Concern: Severity Rating - Customer: Engineering:

Causal Component:
Causal Factor: Feature: Loc:
Causal Condition: Photo: Attchmnts: 0
Component Test Status: ---- Return Loc:
Vehicle Fixed?: Customer satisfied?: Repair Effectiveness (%):

COMMENTS

--TYPE-- COMMENT TEXT

OWNREL CUSTOMER SAID: -WHIEL DRIVING THE VHEICLE SHUT OFF-VEHICLE WAS TOWED TO DLR THURSDAY--DLR SAID THAT THE FUEL TANK NEEDS TO BE INSPECTEDDEALER SAID: TRI STAR FORD MCKEESPORT, INC.4201 WALNUT STREETMCKEESPORT, PA 15132TEL:(412) 751-2130CRC ADVISED: I AM DOCUMENTING YOUR CONCERN AND SENDING YOUR INFORMATION TO YOUR DEALERSHIP. YOUR SERVICE MANAGER IS IN THE BEST POSITION TO ASSESS YOUR SITUATION. PLEASE SPEAK WITH THE SERVICE MANAGER IF THEY DO NOT CONTACT YOU WITHIN THE NEXT 4 BUSINESS DAYS.---OBC TO DLR----SPOKE WITH S/M JOE -STATES THAT INSPECTOR SHOULD BE OUT AS SOON AS POSSIBLE-SATES THAT HE ISNT AWARE OF A RENATL COMPANY ANYWHERE IN HIS AREA SO HE WILL SPEAK WITH THE CUSTOMER TO MAKE SURE HE HAS A PLACE IN WHICH HE CAN RENT SOMETHING BEOFRE SUBNMITTING WEB FORM

OWNREL THE WEB FORM HAS BEEN CREATED.

CONCERN DETAILS

DIAGNOSTIC INFORMATION

Symp. Verif?: Ease of Diagnosis: Level of Assistance:
Comp. Timing: Base Timing : MIL light on? :
Test Stand : Road Test : 8D Number:
Prior Repair Attempts: Repair Prior to Call: NO
KOEO:
KOEC:
KOER:
CB:
Equipment/Procedure Used Effective? Equipment/Procedure Used Effective

SERVICE ACTIONS

NO SERVICE ACTIONS AVAILABLE FOR THIS VEHICLE

 CQIS DETAIL REPORT 04/29/10 13:00:26

CQIS Report Number: ABOAL372 Program Type: C1 Orig Rpt #: 00005657851M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/15/2010

---------- V E H I C L E D E T A I L S ----------
Vehicle Build Date: 04/16/2009 Warranty Start Date: 11/17/2009
Date of Sale: Selling Dlr(Geo/Mkt,Dlr,Sub):
Dealer Special Order: Gross Vehicle Weight: 1300 LBS
LH/RH Drive:

- - - E N G I N E - - -
Engine: 6.4L OHV DUAL T/C V8 INTNL DSL Tag: 9G 042 AC
Bld Dt: Calb: Serial #: 001090665434

- - - T R A N S M I S S I O N - - -
Trans: 5R110W 5SP-A HI/TORQ Part #:
Bld Dt: Serial #:
Model: Shft:

- - - A D D I T I O N A L - - -
Tire : LT245/75/R17E A/T BSW Brand :
Radio : ELECTRONIC AM/FM/STRO/CLOCK A/C : MANUAL AIR CONDITIONER
Paint : NEUTRAL EXT PAINT FAMILY A --------- OXFORD WHITE WB C/C-W/B

---------- A F T E R M A R K E T M O D I F I C A T I O N S ----------

NO AFTER MARKET MODIFICATIONS DATA AVAILABLE FOR THIS VEHICLE

--------- REPORT ORIGINATOR - REPAIR FACILITY - CUSTOMER INFORMATION ----------
Rpr Dlr:USA 07424 - Tri-Star Ford-Mercury, Inc. Ph#:(724) 459-9300
City: Blairsville State : Pennsylvania
Country: United States Region : Pittsburgh

Customer name : JONATHAN FIRESTONE City :

---------- C Q I S V I N H I S T O R Y ----------

Date	CQIS Report #	Prog Type	Symp Cat	Causal Part Description	Dealer Id
02/13/2010	ABMAE014	NHL	DRVABL	FUEL	USA 07424
02/15/2010	ABOAL397	CACVOC	DRVABL		USA 07424
02/22/2010	ABVCL252	CACVOC	DRVABL		USA 07424
02/22/2010	ABVCL405	CACVOC	ENGINE		USA 07424

--- S U P P L E M E N T A L S U R V E Y: MORS III GENERIC BATCH LOAD ---

SURVEY HAS BEEN RECEIVED

---------- VEHICLE'S WARRANTY HISTORY (365 days only) ----------

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42	8C3	9A543	B	6005E
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	A	6005E2
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	B	6005E3
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	A	6005E11
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	B	6005E7
USA 07424	02/11/10	286273	5887	1	42	8C3	9229	A	6005E4
USA 07424	02/11/10	286273	5887	1	42		W302649		6005E12
USA 07424	02/11/10	286273	5887	1	42		W302494		6005E13
USA 07424	02/11/10	286273	5887	1	42		W302495		6005E14

CQIS Report Number: ABOAL372 Program Type: C1 Orig Rpt #: 00005657851M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/15/2010

VEHICLE'S WARRANTY HISTORY (365 days only)

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42		W300003		9002A
USA 07424	02/11/10	286273	5887	1	42	8C3	9G805	AA	6007B
USA 07424	02/11/10	286273	5887	1	42	8C3	9E527	A	6007B47
USA 07424	02/11/10	286273	5887	1	42	8C3	9F589	A	
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	AA	9527AT
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	BA	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N103	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N184	C	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	A	
USA 07424	04/07/10	287920	5887	1	42	7C3	6L612	B	
USA 07424	04/07/10	287920	5887	1	42		W302474		
USA 07424	04/07/10	287920	5887	1	42	V	7	B	

 CQIS DETAIL REPORT 04/29/10 13:00:26

CQIS Report Number: ABVCL252 Program Type: C1 Orig Rpt #: 00005660215M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/22/2010

---------- R E P O R T S U M M A R Y ----------

VEHICLE: 2009 F350 4X4,REGCAB ,CHASCAB VIN : 1FDWF37R19E[redacted]
Engine : 6.4L OHV DUAL T/C V8 INTNL DSL Odometer: 5,887 MILES
Operating Environ: WCC :
Vehicle Use : Rsp. Act:

SYMPTOM: 6 07 6 00 DRIVEABILITY STALL/QUIT/RESTARTS
AT CRUISE OTHER (CODE NOT AVAILABLE)
Additional Symptom:
Other Veh. With Concern: Severity Rating - Customer: Engineering:

Causal Component:
Causal Factor: Feature: Loc:
Causal Condition: Photo: Attchmnts: 0
Component Test Status: ---- Return Loc:
Vehicle Fixed?: Customer satisfied?: Repair Effectiveness (%):

---------- C O M M E N T S ----------

--TYPE--	COMMENT TEXT
AUDIT	DEALER USA 09950 CHANGED TO USA 07424 BY ORCAC
OWNREL	CUSTOMER SAID: -***SEE HISTORICS***-WAS CALLED BY DLR EARLIER TODAY AND WAS ADVISED THAT THERE IS STILL NO AUTHORIZATION FROM FORD FOR REPAIRS-THIS IS A WORK VEH AND HIS TOOLS AND MATERIALS ARE IN THAT TRUCK-VEH HAS BEEN AT DLR SINCE THURSDAY 2/11/10-CUST SEEKING ASSISTANCEDEALER SAID: -TRI STAR FORD MCKEESPORT, INC.4201 WALNUT STREETMCKEESPORT, PA 15132CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 1 BUSINESS DAY.
OWNREL	=CCS SAMMY X7400 =AS PER HISTORICALS, TECH HOTLINE UPDATED: WARRANTY COVERAGE IS BEING DENIED DUE TO FUEL CONTAMINATION =GCQIS REPORT#: ABMAE014 =OBC TO DEALER SPOKE WITH JOANNIE S/M WHO ADVISED VEHICLE IS NOT AT DEALER, HAS NEVER BEEN TO DEALER =MUST BE AT OTHER TRI STAR FORD =AS PER GCQIS REPORT I VERIFIED A DIFFERENT TRI STAR FORD (P&A 07424) IS DEALING WITH THIS ISSUE =REP RE ASSIGNING CORRECT DEALER =SENT EMAIL TO CCS ASHLEY ADVISING OF TRANSFER
OWNREL	=CCS ASHLEY EXT: 7322 =INITIAL REVIEW =LTV: 86 =ESP: NONE =OASIS: NO RECALLS/PROGRAMS RELATED =AWS: NO RELATED REPAIRS =GCQIS: RELATED REPORT: REPORT# : ABMAE014 NHL RECEIVED: 02/13/2010=OBC TO DLR 724-459-9300 =PSD TOM NOT AVAILABLE =S/A JOE ON ANOTHER CALL =OBC TO CUST [redacted] =CCS INQUIRING IF NOW IS A GOOD TIME TO DISCUSS THE VEH CONCERN =CCS ADVISED THAT THE CALL IS BEING RECORDED FOR QUALITY ASSURANCE =CCS VERIFIED CUST INFORMATION AND CONCERN =CCS ADVISED OF POSITION =CCS ADVISED AS PER TECH HOTLINE COMMENTS "HP FUEL SYSTEM REPAIR DENIED DUE TO WATER IN FUEL SAMPLE OBTAINED EXCEEDING ALLOWABLE LIMIT" =STATES HE HAS RECEIPTS FOR THE FUEL =STATES HE IS GOING TO WRITE ON HIS VEH'S THAT THEY ARE LEMONS , ETC =STATES YOU GUYS REFUSE TO FIX MY VEH UNDER WARRANTY =STATES HE WILL SIT IN THE DLR PARKING LOT AND TELL PEOPLE THEY REFUSE TO FIX HIS VEH =NO FURTHER ACTION REQUIRED =CASE CLOSED

---------- C O N C E R N D E T A I L S ----------

CQIS Report Number: ABVCL252 Program Type: C1 Orig Rpt #: 00005660215M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/22/2010

---------- D I A G N O S T I C I N F O R M A T I O N ----------

Symp. Verif?: Ease of Diagnosis: Level of Assistance:
Comp. Timing: Base Timing : MIL light on? :
Test Stand : Road Test : 8D Number:
Prior Repair Attempts: Repair Prior to Call: NO
KOEO:
KOEC:
KOER:
CB:

Equipment/Procedure Used Effective? Equipment/Procedure Used Effective

---------- S E R V I C E A C T I O N S ----------

NO SERVICE ACTIONS AVAILABLE FOR THIS VEHICLE

---------- V E H I C L E D E T A I L S ----------

Vehicle Build Date: 04/16/2009 Warranty Start Date: 11/17/2009
Date of Sale: Selling Dlr(Geo/Mkt,Dlr,Sub):
Dealer Special Order: Gross Vehicle Weight: 1300 LBS
LH/RH Drive:

- - - E N G I N E - - -

Engine: 6.4L OHV DUAL T/C V8 INTNL DSL Tag: 9G 042 AC
Bld Dt: Calb: Serial #: 001090665434

- - - T R A N S M I S S I O N - - -

Trans: 5R110W 5SP-A HI/TORQ Part #:
Bld Dt: Serial #:
Model: Shft:

- - - A D D I T I O N A L - - -

Tire : LT245/75/R17E A/T BSW Brand :
Radio : ELECTRONIC AM/FM/STRO/CLOCK A/C : MANUAL AIR CONDITIONER
Paint : NEUTRAL EXT PAINT FAMILY A --------- OXFORD WHITE WB C/C-W/B

---------- A F T E R M A R K E T M O D I F I C A T I O N S ----------

NO AFTER MARKET MODIFICATIONS DATA AVAILABLE FOR THIS VEHICLE

--------- REPORT ORIGINATOR - REPAIR FACILITY - CUSTOMER INFORMATION ----------

Rpr Dlr:USA 07424 - Tri-Star Ford-Mercury, Inc. Ph#:(724) 459-9300
City: Blairsville State : Pennsylvania
Country: United States Region : Pittsburgh

Customer name : JONATHAN FIRESTONE City :

---------- C Q I S V I N H I S T O R Y ----------

Date	CQIS Report #	Prog Type	Symp Cat	Causal Part Description	Dealer Id
02/13/2010	ABMAE014	NHL	DRVABL	FUEL	USA 07424
02/15/2010	ABOAL372	CACVOC	DRVABL		USA 07424
02/15/2010	ABOAL397	CACVOC	DRVABL		USA 07424
02/22/2010	ABVCL405	CACVOC	ENGINE		USA 07424

CQIS Report Number: ABVCL252 Program Type: C1 Orig Rpt #: 00005660215M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/22/2010

--- S U P P L E M E N T A L S U R V E Y: MORS III GENERIC BATCH LOAD ---

SURVEY HAS BEEN RECEIVED

---------- VEHICLE'S WARRANTY HISTORY (365 days only) ----------

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42	8C3	9A543	B	6005E
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	A	6005E2
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	B	6005E3
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	A	6005E11
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	B	6005E7
USA 07424	02/11/10	286273	5887	1	42	8C3	9229	A	6005E4
USA 07424	02/11/10	286273	5887	1	42		W302649		6005E12
USA 07424	02/11/10	286273	5887	1	42		W302494		6005E13
USA 07424	02/11/10	286273	5887	1	42		W302495		6005E14
USA 07424	02/11/10	286273	5887	1	42		W300003		9002A
USA 07424	02/11/10	286273	5887	1	42	8C3	9G805	AA	6007B
USA 07424	02/11/10	286273	5887	1	42	8C3	9E527	A	6007B47
USA 07424	02/11/10	286273	5887	1	42	8C3	9F589	A	
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	AA	9527AT
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	BA	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N103	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N184	C	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	A	
USA 07424	04/07/10	287920	5887	1	42	7C3	6L612	B	
USA 07424	04/07/10	287920	5887	1	42		W302474		
USA 07424	04/07/10	287920	5887	1	42	V	7	B	

CQIS Report Number: ABVCL405 Program Type: C1 Orig Rpt #: 00005660368M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/22/2010

REPORT SUMMARY

VEHICLE: 2009 F350 4X4,REGCAB ,CHASCAB VIN : 1FDWF37R19E[redacted]
Engine : 6.4L OHV DUAL T/C V8 INTNL DSL Odometer: 5,887 MILES
Operating Environ: WCC :
Vehicle Use : Rsp. Act:

SYMPTOM: 4 99 5 00 ENGINE GENERAL CONCERNS
MECHANICAL FAILURE OTHER (CODE NOT AVAILABLE)
Additional Symptom:
Other Veh. With Concern: Severity Rating - Customer: Engineering:

Causal Component:
Causal Factor: Feature: Loc:
Causal Condition: Photo: Attchmnts: 0
Component Test Status: ---- Return Loc:
Vehicle Fixed?: Customer satisfied?: Repair Effectiveness (%):

COMMENTS

--TYPE-- COMMENT TEXT
OWNREL HP FUEL SYSTEM REPAIR DENIED DUE TO WATER IN FUEL SAMPLE OBTAINED EXCEEDING ALLOWABLE LIMIT.
OWNREL =CCS ASHLEY EXT: 7322 =CLOSING CASE AS PER TECH HOTLINE COMMENTS

CONCERN DETAILS

DIAGNOSTIC INFORMATION

Symp. Verif?: Ease of Diagnosis: Level of Assistance:
Comp. Timing: Base Timing : MIL light on? :
Test Stand : Road Test : 8D Number:
Prior Repair Attempts: Repair Prior to Call: NO
KOEO:
KOEC:
KOER:
CB:
Equipment/Procedure Used Effective? Equipment/Procedure Used Effective

SERVICE ACTIONS

NO SERVICE ACTIONS AVAILABLE FOR THIS VEHICLE

VEHICLE DETAILS

Vehicle Build Date: 04/16/2009 Warranty Start Date: 11/17/2009
Date of Sale: Selling Dlr(Geo/Mkt,Dlr,Sub):
Dealer Special Order: Gross Vehicle Weight: 1300 LBS
LH/RH Drive:

- - - ENGINE - - -

Engine: 6.4L OHV DUAL T/C V8 INTNL DSL Tag: 9G 042 AC
Bld Dt: Calb: Serial #: 001090665434

- - - TRANSMISSION - - -

Trans: 5R110W 5SP-A HI/TORQ Part #:
Bld Dt: Serial #:

CQIS Report Number: ABVCL405 Program Type: C1 Orig Rpt #: 00005660368M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/22/2010

Model: Shft:

- - - A D D I T I O N A L - - -

Tire : LT245/75/R17E A/T BSW Brand :
Radio : ELECTRONIC AM/FM/STRO/CLOCK A/C : MANUAL AIR CONDITIONER
Paint : NEUTRAL EXT PAINT FAMILY A --------- OXFORD WHITE WB C/C-W/B

---------- A F T E R M A R K E T M O D I F I C A T I O N S ----------

NO AFTER MARKET MODIFICATIONS DATA AVAILABLE FOR THIS VEHICLE

--------- REPORT ORIGINATOR - REPAIR FACILITY - CUSTOMER INFORMATION ----------
Rpr Dlr:USA 07424 - Tri-Star Ford-Mercury, Inc. Ph#:(724) 459-9300
City: Blairsville State : Pennsylvania
Country: United States Region : Pittsburgh

Customer name : JONATHAN FIRESTONE City :

---------- C Q I S V I N H I S T O R Y ----------

Date	CQIS Report #	Prog Type	Symp Cat	Causal Part	Description	Dealer Id
02/13/2010	ABMAE014	NHL	DRVABL	FUEL		USA 07424
02/15/2010	ABOAL372	CACVOC	DRVABL			USA 07424
02/15/2010	ABOAL397	CACVOC	DRVABL			USA 07424
02/22/2010	ABVCL252	CACVOC	DRVABL			USA 07424

--- S U P P L E M E N T A L S U R V E Y: MORS III GENERIC BATCH LOAD ---

SURVEY HAS BEEN RECEIVED

---------- VEHICLE'S WARRANTY HISTORY (365 days only) ----------

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Part Number Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42	8C3	9A543	B	6005E
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	A	6005E2
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	B	6005E3
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	A	6005E11
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	B	6005E7
USA 07424	02/11/10	286273	5887	1	42	8C3	9229	A	6005E4
USA 07424	02/11/10	286273	5887	1	42		W302649		6005E12
USA 07424	02/11/10	286273	5887	1	42		W302494		6005E13
USA 07424	02/11/10	286273	5887	1	42		W302495		6005E14
USA 07424	02/11/10	286273	5887	1	42		W300003		9002A
USA 07424	02/11/10	286273	5887	1	42	8C3	9G805	AA	6007B
USA 07424	02/11/10	286273	5887	1	42	8C3	9E527	A	6007B47
USA 07424	02/11/10	286273	5887	1	42	8C3	9F589	A	
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	AA	9527AT
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	BA	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N103	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N184	C	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	A	
USA 07424	04/07/10	287920	5887	1	42	7C3	6L612	B	

CQIS Report Number: ABVCL405 Program Type: C1 Orig Rpt #: 00005660368M
Report Source: MSS - FCSD - CUST ASST CTR Report Date: 02/22/2010

VEHICLE'S WARRANTY HISTORY (365 days only)

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Sfx	Labor Operation
USA 07424	04/07/10	287920	5887	1	42		W302474		
USA 07424	04/07/10	287920	5887	1	42	V	7	B	

CQIS Report Number: ABMAE014 Program Type: H Orig Rpt #:
Report Source: MSS - FCSD - TECH SVC HOTLINE Report Date: 02/13/2010

---------- R E P O R T S U M M A R Y ----------

VEHICLE: 2009 F350 4X4,REGCAB ,CHASCAB VIN : 1FDWF37R19E[redacted]
Engine : 6.4L OHV DUAL T/C V8 INTNL DSL Odometer: 5,887 MILES
Operating Environ: WCC : 5S02
Vehicle Use : COMMERCIAL Rsp. Act:

SYMPTOM: 6 07 4 93 DRIVEABILITY STALL/QUIT/RESTARTS
AT IDLE ALL ENGINE TEMPERATURES
Additional Symptom: INJECTION PUMP REQUEST
Other Veh. With Concern: Severity Rating - Customer: Engineering:

Causal Component: FUEL FUEL
Causal Factor: Feature: Loc:
Causal Condition: Photo: Attchmnts: 39
Component Test Status: ---- Return Loc:
Vehicle Fixed?: YES Customer satisfied?: Repair Effectiveness (%):

---------- C O M M E N T S ----------
--TYPE-- ---------- COMMENT TEXT ----------

REPAIR DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: LOST POWER THAN STALLED. CUSTOMER REPLACED FUEL FILTERS, RESTARTED BUT WOULD NOT GO ABOVE 500 RPM. VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE: NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: WHEN CHECKING THE PID FOR FRP THE PRESSURE WOULD ONLY RISE TO 3551 PSI. QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: DURING SYSTEM BLEEDING THE PUMP HAD LITTLE PRESSURE TO PUSH FUEL. QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: OIL WAS AT NORMAL LEVEL AND CLEAN. FUEL WAS CLEAN AND SHOWED NO SIGN OF WATER OR OTHER CONTAMINATES QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: 5 PSI FOR PUMP PRESSURE QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: SOME SMALL BUBBLES QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: CHECK BOTH BANKS AND FOUND NO DEBRIS QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER: .49 VOLTS ANDNO FLUCTUATIONS NOTED QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER: 2291 2269 PARTS REQUESTED: 6.4 HP PUMP - USE SECONDARY P&A CODE:|07424 RO#: 286273 RO DATE: 02/11/2010 RO LINE#: A CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM 02/13/2010 11:48AM ERIC OLSON MSS - FCSD - TECH SVC HOTLINE
MORE INFORMATION WILL BE REQUIRED TO PROCESS THIS REQUEST. PLEASE PERFORM THE FOLLOWING ACTIONS:

 <UL> <LI>DUE TO THE PRESENCE OF THE DTC P2269, IT WILL BE NECESSARY TO CONTACT THE CUSTOMER AND OBTAIN WRITTEN PERMISSION TO DROP/ACCESS THE FUEL TANK TO CHECK FOR ANY CONTAMINATION OF THE FUEL SUPPLY. <LI>IF THERE ARE ANY CONTAMINANTS IN THE TANK, UPDATE THE INFORMATION IN THIS FORM WITH THE DETAILS. <LI>IF THERE IS NO SIGN OF CONTAMINATION IN THE FUEL TANK, PERFORM THE GLOW PLUG MIST TEST PER STEP 18 OF THE HARD START/NO START DIAGNOSTICS. <LI>PERFORM THE FUEL INJECTOR RETURN PORT LEAK TEST PER

CQIS Report Number: ABMAE014 Program Type: H Orig Rpt #:
Report Source: MSS - FCSD - TECH SVC HOTLINE Report Date: 02/13/2010

---------- C O M M E N T S ----------

--TYPE-- ---------- COMMENT TEXT ----------

STEP 19 OF THE HARD START/NO START DIAGNOSTICS. <LI>UPDATE THE

STEP 19 OF THE HARD START/NO START DIAGNOSTICS. <LI>UPDATE THE INFORMATION IN THIS FORM WITH THE SPECIFIC TEST RESULTS. </UL>
 IF FURTHER ASSISTANCE IS REQUIRED AT THIS TIME, PLEASE CONTACT THE TECHNICAL HOTLINE BY PHONE TO DISCUSS THIS MATTER WITH AN ENGINEER USING CONTACT ID 103600711.

REPAIR 02/15/2010 12:09PM BCAMPB56
TECHNICIAN: REMOVED THE FUEL TANK AND FOUND NO CONTAMINATES OR WATER PRESENT. RAN THE GLOW PLUG MIST TEST AND THE INJECTOR PORT LEAK TEST. THE GLOW PLUG MIST TEST SHOWED A FINE MIST DURING THE FIRST CRANK BUT THE SECOND SND THIRD CRANK NOTHING WAS SEEN COMING OUT THE PORTS. ON THE PORT LEAK TEST, I HAD NO FLOW FROM THE PORT.

RECOMM 02/15/2010 12:09PM BCAMPB56
BASED UPON THE INFORMATION PROVIDED, WE WOULD LIKE TO SEND AN INSPECTOR TO TAKE PHOTOS OF THIS VEHICLE AND A FUEL SAMPLE FROM THE BOTTOM OF THE FUEL TANK. THE INSPECTOR WILL CONTACT YOUR DEALERSHIP WITHIN TWO BUSINESS DAYS TO ARRANGE THE INSPECTION. THE STATUS OF YOUR REQUEST SHOULD BE UPDATED HERE WITHIN SEVEN TO TEN BUSINESS DAYS AFTER THE INSPECTION HAS BEEN COMPLETED. TO HELP PREVENT DELAYS TO YOUR REQUEST, PLEASE ASSIST THE INSPECTOR WHEN THEY ARRIVE AT YOUR DEALERSHIP TO TAKE PHOTOGRAPHS OF THE VEHICLE AND FAILED COMPONENTS.

ADD-ON 02/15/2010 01:07PM KATHLEEN WALTER MSS - FCSD - TECH SVC HOTLINE
INSPECTION REQUEST SENT TO CENTRO

REPAIR 02/22/2010 03:03PM KEVIN GORGOL MSS - FCSD - TECH SVC HOTLINE
THE FUEL SAMPLE AND INSPECTION HAVE BEEN REVIEWED. THE WATER IN THE FUEL SAMPLE EXCEEDED THE ALLOWABLE LIMIT OF 500 PPM BY SEVEN TIMES. WITH WATER IN THE FUEL, THE HPP LOSES THE LUBRICITY NORMALLY PROVIDED BY THE DIESEL FUEL. WITH THE LACK OF LUBRICITY, THE HPP INTERNALLY FAILS. THE METAL FROM THAT FAILURE SUBSEQUENTLY CONTAMINATES THE HP FUEL SYSTEM. THE DEALER REQUEST FOR HP FUEL SYSTEM COMPONENTS CAN NOT BE COMPLETED. IF THE CUSTOMER REMOVES THE VEHICLE FROM THE DEALER BEFORE COMPLETING REPAIR, PLEASE FILL OUT A WARRANTY CANCELLATION FORM LOCATED OFF OF FMCDEALER WEBSITE.

ADD-ON 02/22/2010 03:03PM KEVIN GORGOL MSS - FCSD - TECH SVC HOTLINE
OPENED CUDL: 1738400420

ADD-ON 02/25/2010 11:24AM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
REVIEWED REPORT WITH ENGINEERING - AND WITH K. GORGOL AT THE HOTLINE.

ADD-ON 02/25/2010 10:35PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
INSPECTED AND REPORTED TO DAVID RUDD.

ADD-ON 02/25/2010 11:05PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
ISSUED REPORT!

AUDIT 02/25/2010 11:05PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
TECH ASSIST REFERRAL HAS BEEN OPENED

ADD-ON 02/26/2010 07:35AM ROBERT EATONJR. MSS - FCSD - TECH SVC HOTLINE
EHTR

ADD-ON 02/26/2010 10:45AM BRIAN PEKARSCIK(PCE) MSS - FCSD - VSP C/P SVC ENG
BASED ON SIMILAR SCENERIOS WITH WIF LIGHT ERRATIC OPERATION AND CODES RECOMMEND REPAIRING THE FUEL SYSTEM IF NO NO RUST PRESENT IN HPP OR FUEL SYSTEM.

ADD-ON 03/01/2010 09:31AM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH

CQIS Report Number: ABMAE014 Program Type: H Orig Rpt #:
Report Source: MSS - FCSD - TECH SVC HOTLINE Report Date: 02/13/2010

---------- C O M M E N T S ----------

--TYPE-- ---------- COMMENT TEXT ----------

I VERIFIED NO RUST IN THE SYSTEM. SEE PICTURES. ADVISED DEALERSHIP TO

I VERIFIED NO RUST IN THE SYSTEM. SEE PICTURES. ADVISED DEALERSHIP TO REPAIR ASAP.

ADD-ON 03/01/2010 03:36PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH WILL VERIFY IN THE MORNING. I WILL USE JOB AID TO VERIFY.

ADD-ON 03/04/2010 01:00PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH WENT BACK TO VERIFY PUMP CONDITION. ADDED PICTURES TO THE REPORT. ONLY RUST IS THE 1/4 INCH SPOT ON THE FUEL PORT TO THE TRANSFER PORT. YOU CAN SEE IT UNDER THE FUEL. NO OTHER REAL RUST APPEARANCE (RUST OR PITTING).

ADD-ON 03/04/2010 01:13PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH REPLACE HIGH PRESSURE FUEL SYSTEM. NO RUST PRESENT.

ADD-ON 03/05/2010 01:21PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH FOLLOWED UP ON THIS ONE. ADV. TO GET ANY PRIOR APPROVALS NECESSARY. PRIOR REJECTION HAS BEEN REMOVED PER ENGINEERING AND MYSELF.

REPAIR 03/05/2010 02:36PM JOHN ERNST MSS - FCSD - TECH SVC HOTLINE PLEASE DESCRIBE CUSTOMERS CONCERN: ACTED LIKE RUNNING OUT OF FUEL THAN STALLED VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: PERFORMED ALL TESTS ON DIAG SHEET FOR NO START CONDITION QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:LOW PRESSURE QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER:WOULD NOT START QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER:WOULD NOT START QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:CLEAN QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:5 PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:SOME SMALL BUBBLES BUT NO PRESSURE. WOULD NOT PUSH FUEL OUT OF HOSE, EVEN DURING CRANKING QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:COULD NOT SEE ANY DEBRIS IN FUEL. STRAINED THRU COFFEE FILTER QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:NO FLUCTUATIONS NOTED QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:2269 2291 QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER:WOULD NOT START PARTS REQUESTED: 6.4 HP PUMP0 INJECTOR(S) USE SECONDARY P&A CODE: 07424

---------- CONTACT ID:513234603 P&A CODE: 07424 DEALER NAME: TRI-STAR FORD-MERCURY INC TECH NAME: BRUCE PITT TITLE: T - TECHNICIAN CONTACT DATE: 3/5/2010 1:25:30 PM EMAIL: BPPITT@HOTMAIL.COM RO#: 286273 RO DATE: 02/11/2010 RO LINE #: A DEALER PHONE: 724-459-9300 VIN: 1FDWF37R19EA91919 VEHICLE: 2009 F-SERIES F-350 CHASSIS CAB REGCAB 4X4 ODOMETER: 5887 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 11/17/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE:

CQIS Report Number: ABMAE014 Program Type: H Orig Rpt #:
Report Source: MSS - FCSD - TECH SVC HOTLINE Report Date: 02/13/2010

---------- C O M M E N T S ----------

--TYPE-- ---------- COMMENT TEXT ----------

COMMERCIAL PART #: SERIAL #: 001090665434 ENGINE BUILD DATE:

COMMERCIAL PART #: SERIAL #: 001090665434 ENGINE BUILD DATE: 04/16/2009

RECOMM 03/05/2010 02:36PM JOHN ERNST MSS - FCSD - TECH SVC HOTLINE
HOTLINE WJOHN278 3/5/2010 1:49:51 PM PERFORM A RELATIVE COMPRESSION TEST TO ENSURE THE BASE ENGINE IS FREE OF ANY FAULTS. IF UNABLE TO CRANK THE ENGINE, REMOVE THE GLOW PLUGS AND CRANK THE ENGINE TO CLEAR THE CYLINDERS OF FUEL. IF THERE IS MORE THEN A 2% VARIANCE AMONG CYLINDERS, PERFORM A MANUAL IMPRESSION TEST TO VERIFY THE INTEGRITY OF THE BASE ENGINE. PLEASE ENSURE THAT THE DEBRIS CHECK (STEP 28) IS PERFORMED AT THE INJECTORS 1 AND 2 JUMPER TUBES IF NOT ALREADY DONE SO ALREADY. ALSO OBTAIN CUSTOMER AUTHORIZATION TO DROP THE TANK AND INSPECT FOR SIGNS OF CONTAMINATION AND TO OBTAIN A FUEL SAMPLE FROM THE BOTTOM OF THE TANK. PLEASE UPDATE THE FORM WITH THE ABOVE INFORMATION IS WE MAY FURTHER PROCESS YOUR REQUEST.

REPAIR 03/05/2010 02:51PM JOHN ERNST MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN B-PITT 3/5/2010 2:02:39 PM FUEL TANK HAS ALREADY BEEN REMOVED AND INSPECTED NO CONTAMINATES FOUND. GLOW PLUG TEST RAN NO FLUID MIST NOTED RAN COMPRESSION TEST AND HAD NO VARIANCE DETECTED

RECOMM 03/05/2010 02:51PM JOHN ERNST MSS - FCSD - TECH SVC HOTLINE
BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE <A HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM" TARGET="_BLANK">FUEL INJECTORS</A> AND <A HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">HP PUMP</A>. IN ADDITION, IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH THE <A HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED</A> AND THE <A HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED</A> ONCE THE REPAIR IS COMPLETE.

ADD-ON 03/09/2010 02:32PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
CALLING BACK TO FOLLOW UP. WAITING ON HIGH PRESSURE LINES. BACK ORDERED.

ADD-ON 04/16/2010 06:22PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
CALLED SD TOM KOWALSKI AND HE ADVISED THAT THIS TRUCK WAS FINISHED.

AUDIT 04/16/2010 06:22PM RANDALL CORLEW(FSE) MSS - FCSD - REG - PITTSBURGH
TECH ASSIST REFERRAL HAS BEEN CLOSED

CQIS Report Number: ABMAE014 Program Type: H Orig Rpt #:
Report Source: MSS - FCSD - TECH SVC HOTLINE Report Date: 02/13/2010

CONCERN DETAILS

DIAGNOSTIC INFORMATION

Symp. Verif?: Ease of Diagnosis: Level of Assistance:
Comp. Timing: Base Timing : MIL light on? :
Test Stand : Road Test : 8D Number:
Prior Repair Attempts: Repair Prior to Call: NO
KOEO:
KOEC: P2269 P2291
KOER:
CB:

Equipment/Procedure Used	Effective?	Equipment/Procedure Used	Effective

SERVICE ACTIONS

Repair Type	Component Number	Number Type	Description	Causal Comp.
RPR	FUEL	SERVICE	FUEL	YES

VEHICLE DETAILS

Vehicle Build Date: 04/16/2009 Warranty Start Date: 11/17/2009
Date of Sale: Selling Dlr(Geo/Mkt,Dlr,Sub):
Dealer Special Order: Gross Vehicle Weight: 1300 LBS
LH/RH Drive:

- - - ENGINE - - -

Engine: 6.4L OHV DUAL T/C V8 INTNL DSL Tag: 9G 042 AC
Bld Dt: Calb: Serial #: 001090665434

- - - TRANSMISSION - - -

Trans: 5R110W 5SP-A HI/TORQ Part #:
Bld Dt: Serial #:
Model: Shft:

- - - ADDITIONAL - - -

Tire : LT245/75/R17E A/T BSW Brand :
Radio : ELECTRONIC AM/FM/STRO/CLOCK A/C : MANUAL AIR CONDITIONER
Paint : NEUTRAL EXT PAINT FAMILY A --------- OXFORD WHITE WB C/C-W/B

AFTER MARKET MODIFICATIONS

NO AFTER MARKET MODIFICATIONS DATA AVAILABLE FOR THIS VEHICLE

REPORT ORIGINATOR - REPAIR FACILITY - CUSTOMER INFORMATION

Orig/Caller : BRUCE PITT Title: TECHNICIAN
Phone : - -
BRUCE PITT
Rpr Dlr:USA 07424 - Tri-Star Ford-Mercury, Inc. Ph#:(724) 459-9300
City: Blairsville State : Pennsylvania
Country: United States Region : Pittsburgh

Specialist's
Name : ERIC OLSON

CQIS Report Number: ABMAE014 Program Type: H Orig Rpt #:
Report Source: MSS - FCSD - TECH SVC HOTLINE Report Date: 02/13/2010

CQIS VIN HISTORY

Date	CQIS Report #	Prog Type	Symp	Cat	Causal Part	Description	Dealer Id
02/15/2010	ABOAL372	CACVOC	DRVABL				USA 07424
02/15/2010	ABOAL397	CACVOC	DRVABL				USA 07424
02/22/2010	ABVCL252	CACVOC	DRVABL				USA 07424
02/22/2010	ABVCL405	CACVOC	ENGINE				USA 07424

SUPPLEMENTAL SURVEY: NATIONAL HOTLINE SURVEY 2000

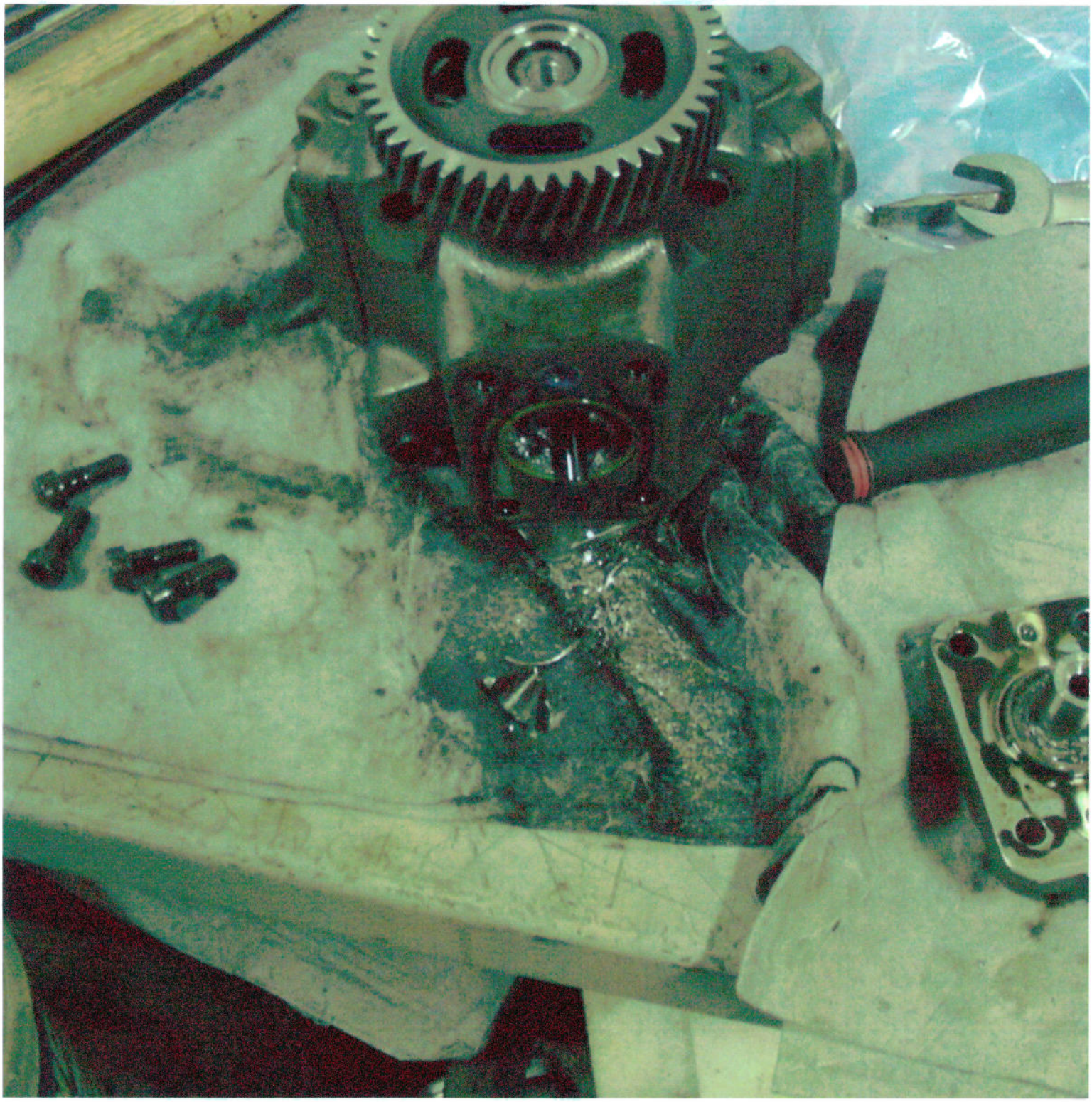
SURVEY HAS BEEN SENT

VEHICLE'S WARRANTY HISTORY (365 days only)

Dealer ID	Repair Date	Repair Order	Odometer (Miles)	Rp Nr	Caus Cond	Service Pfx	Part Number Base	Part Number Sfx	Labor Operation
USA 07424	02/11/10	286273	5887	1	42	8C3	9A543	B	6005E
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	A	6005E2
USA 07424	02/11/10	286273	5887	1	42	8C3	6N640	B	6005E3
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	A	6005E11
USA 07424	02/11/10	286273	5887	1	42	8C3	9A332	B	6005E7
USA 07424	02/11/10	286273	5887	1	42	8C3	9229	A	6005E4
USA 07424	02/11/10	286273	5887	1	42		W302649		6005E12
USA 07424	02/11/10	286273	5887	1	42		W302494		6005E13
USA 07424	02/11/10	286273	5887	1	42		W302495		6005E14
USA 07424	02/11/10	286273	5887	1	42		W300003		9002A
USA 07424	02/11/10	286273	5887	1	42	8C3	9G805	AA	6007B
USA 07424	02/11/10	286273	5887	1	42	8C3	9E527	A	6007B47
USA 07424	02/11/10	286273	5887	1	42	8C3	9F589	A	
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	AA	9527AT
USA 07424	04/07/10	287920	5887	1	42	8C3	9T287	BA	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N103	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	9N184	C	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	B	
USA 07424	04/07/10	287920	5887	1	42	8C3	6N640	A	
USA 07424	04/07/10	287920	5887	1	42	7C3	6L612	B	
USA 07424	04/07/10	287920	5887	1	42		W302474		
USA 07424	04/07/10	287920	5887	1	42	V	7	B	

Report Number:ABMAE014

Print Close



EA11-003-000335LC0

Report Number:ABMAE014

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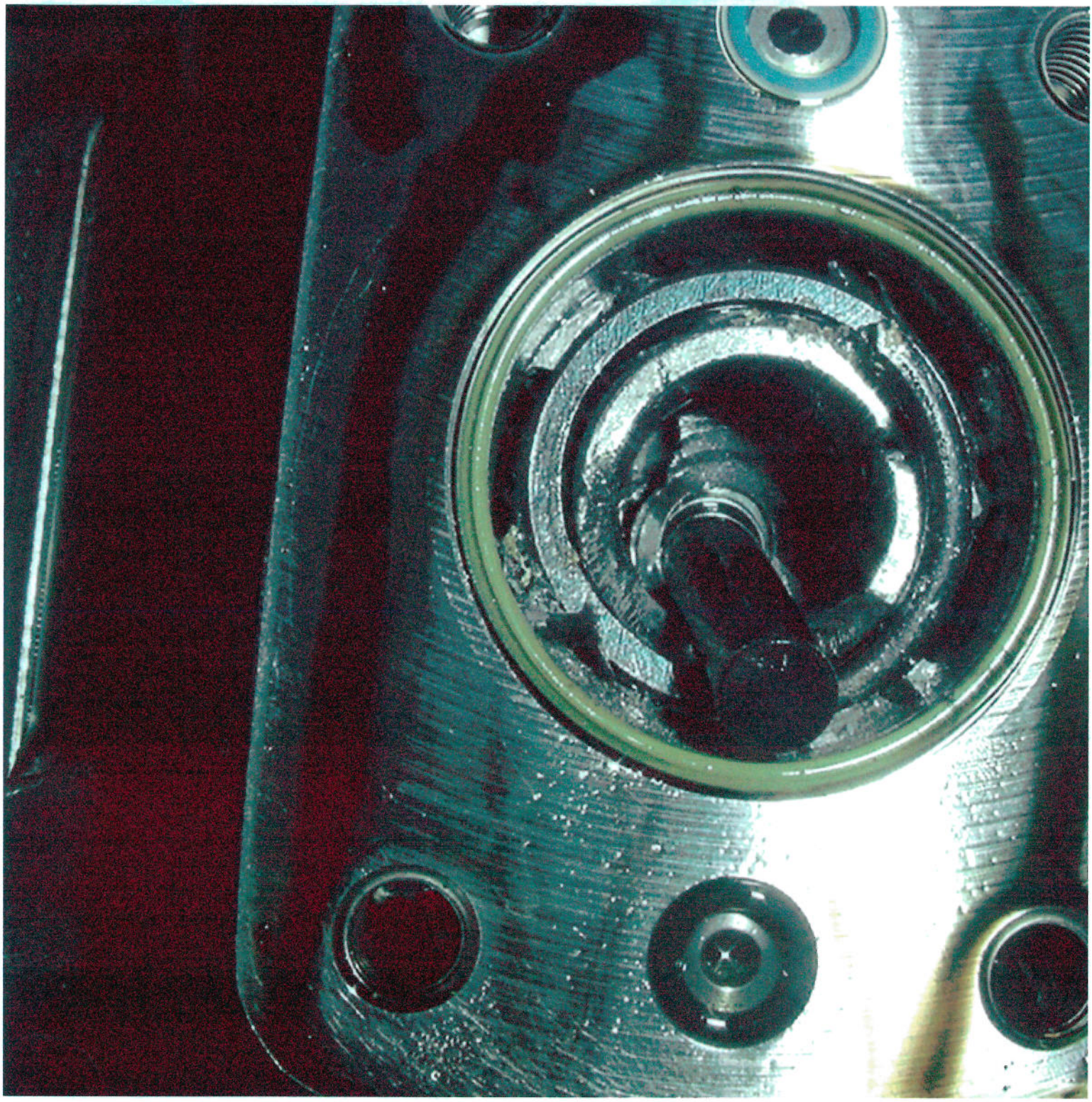

EA11-003.000036LC

Report Number:ABMAE014

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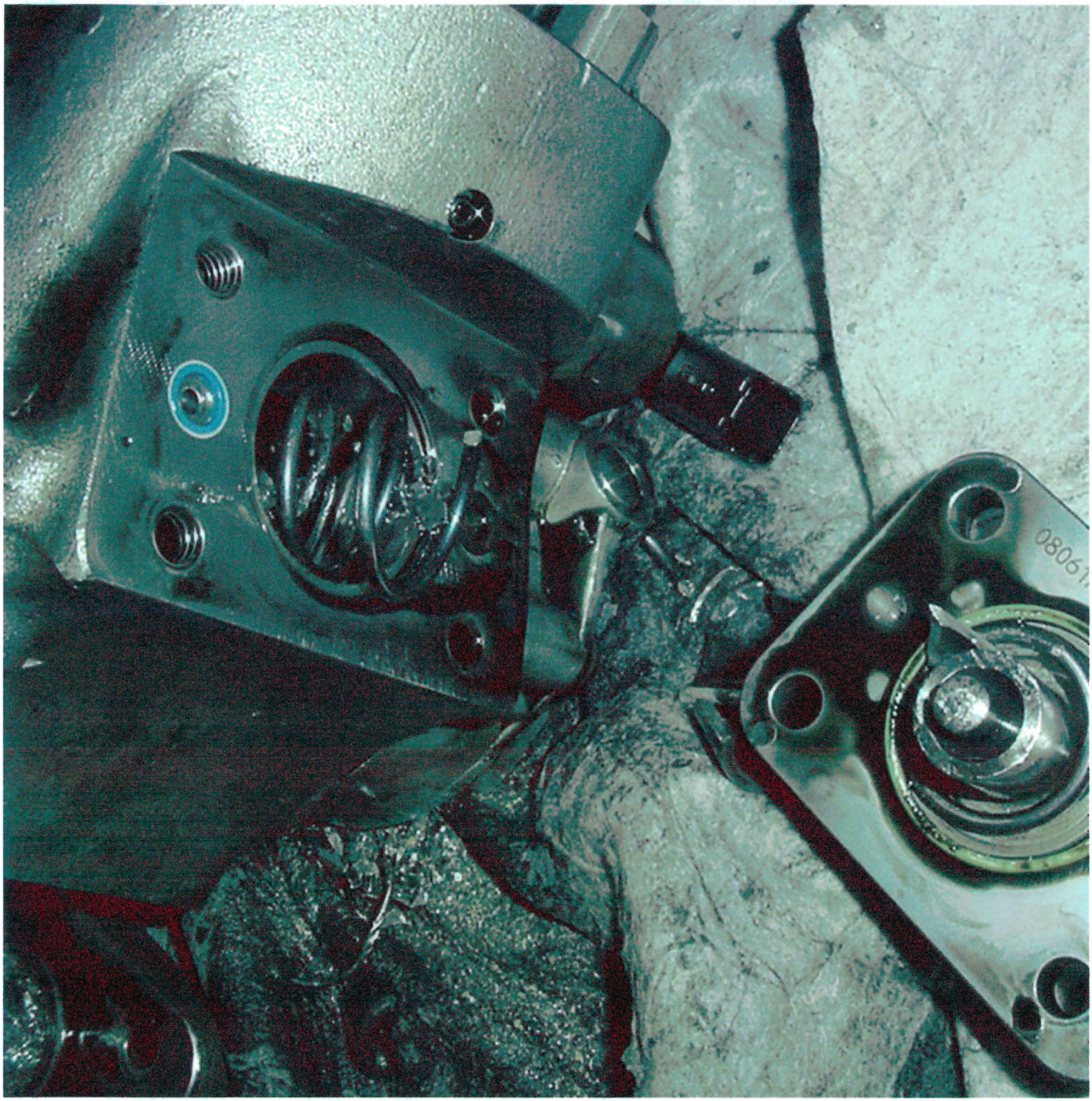

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Report Number:ABMAE014

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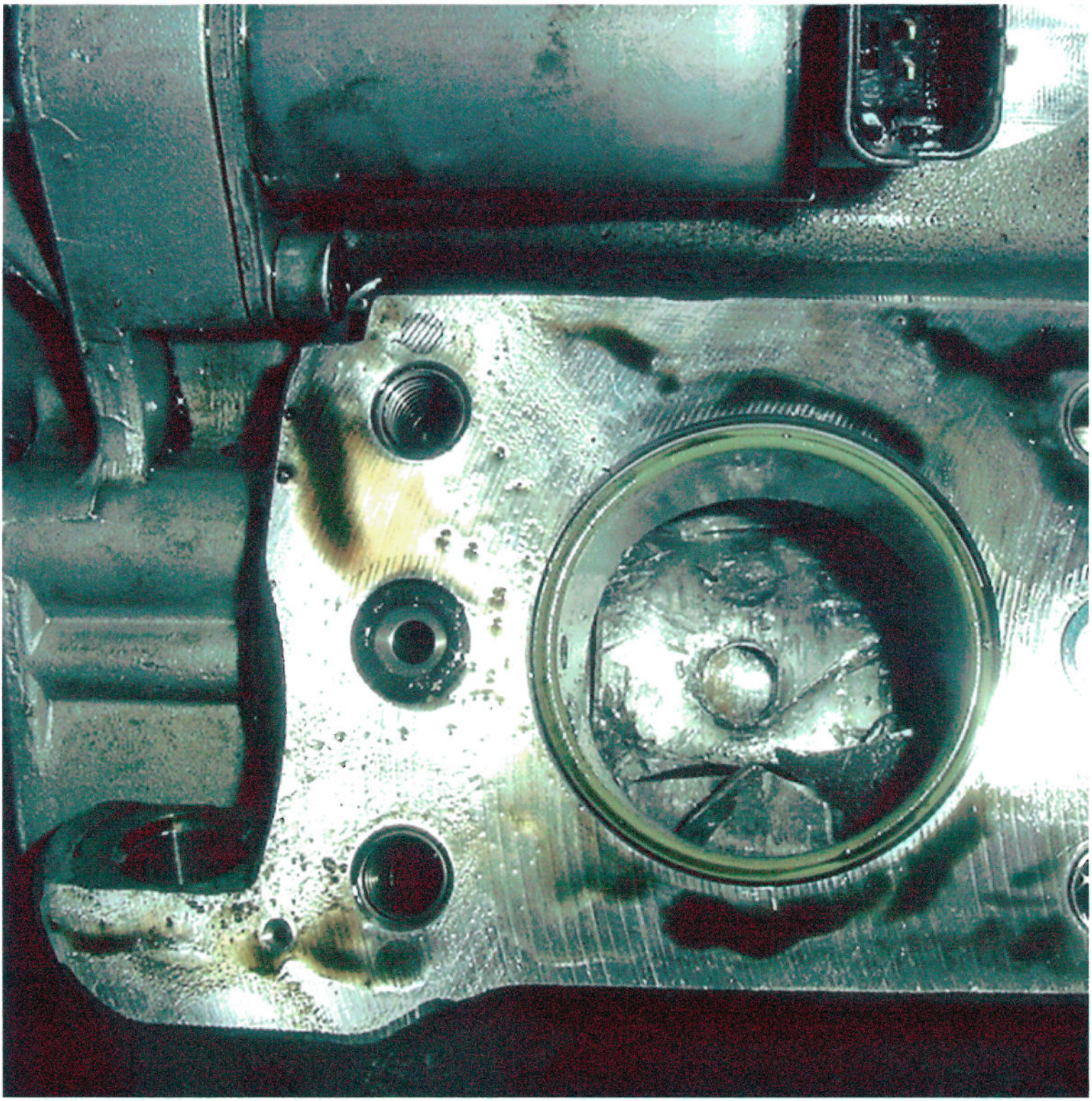

EA11-003 000338LC

Report Number:ABMAE014

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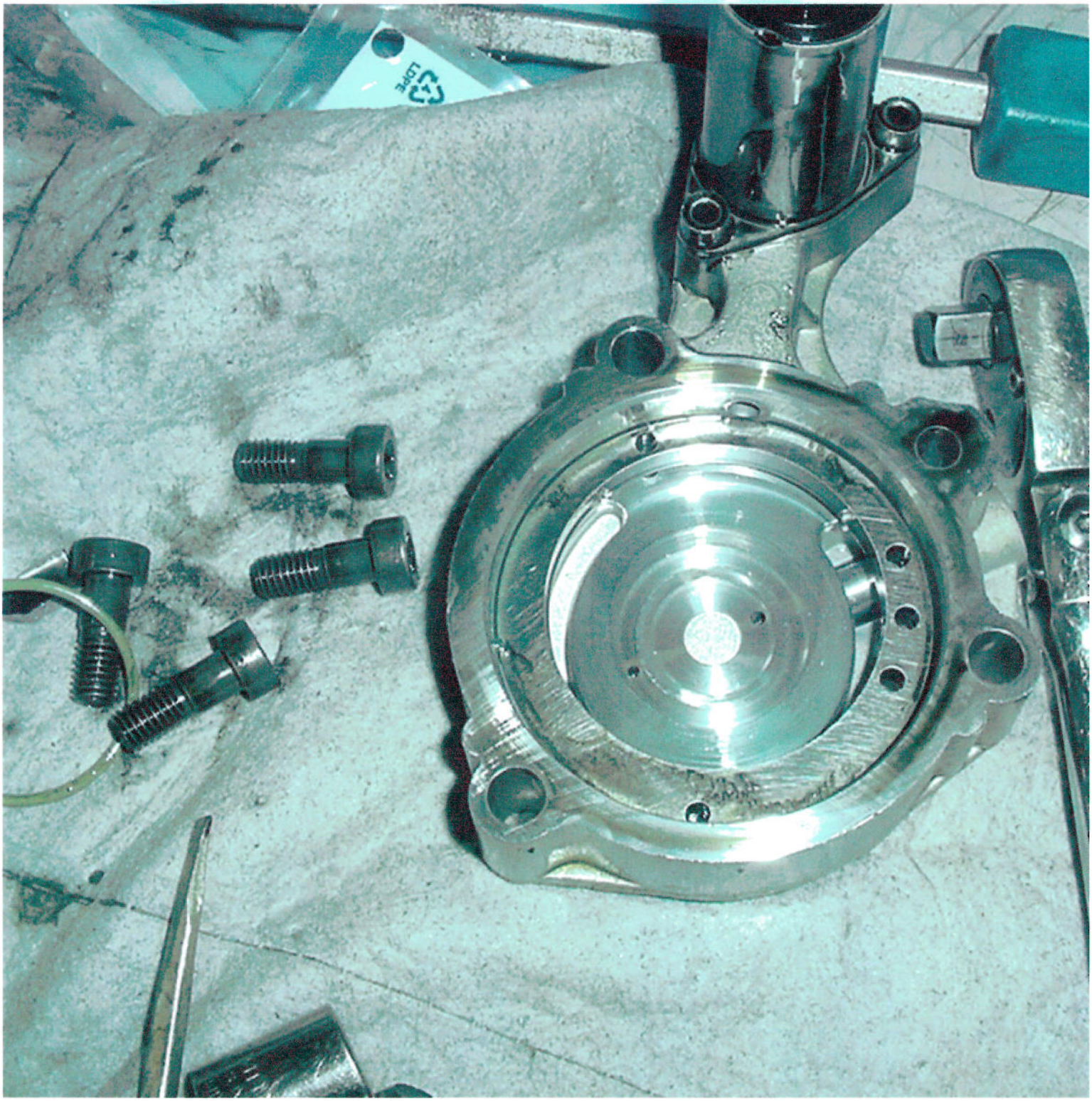

EA11-003 000339LC

Report Number:ABMAE014

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EA11-003 0003401C

Report Number:ABMAE014

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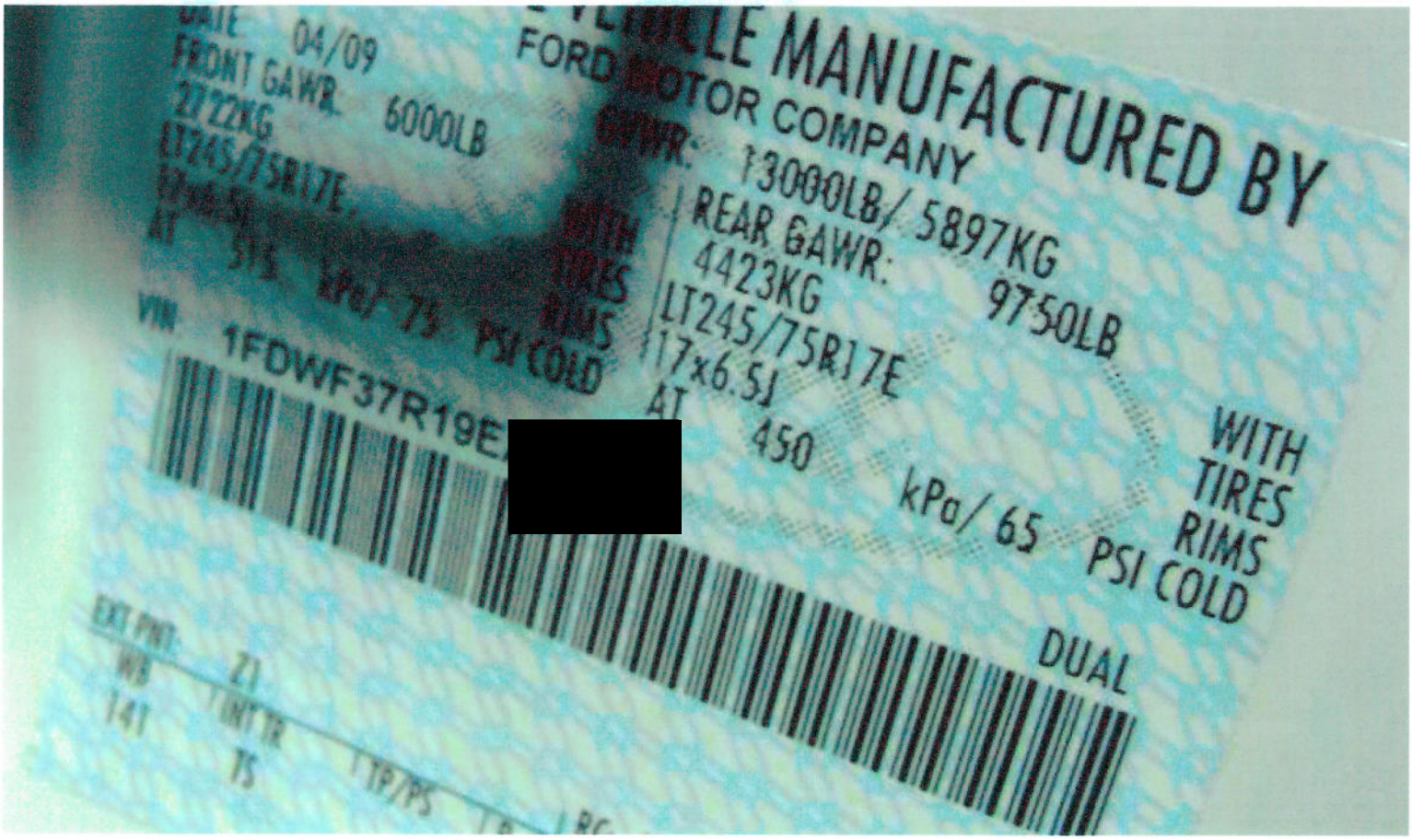

EAH.1-003 000341LC

Report Number:ABMAE014

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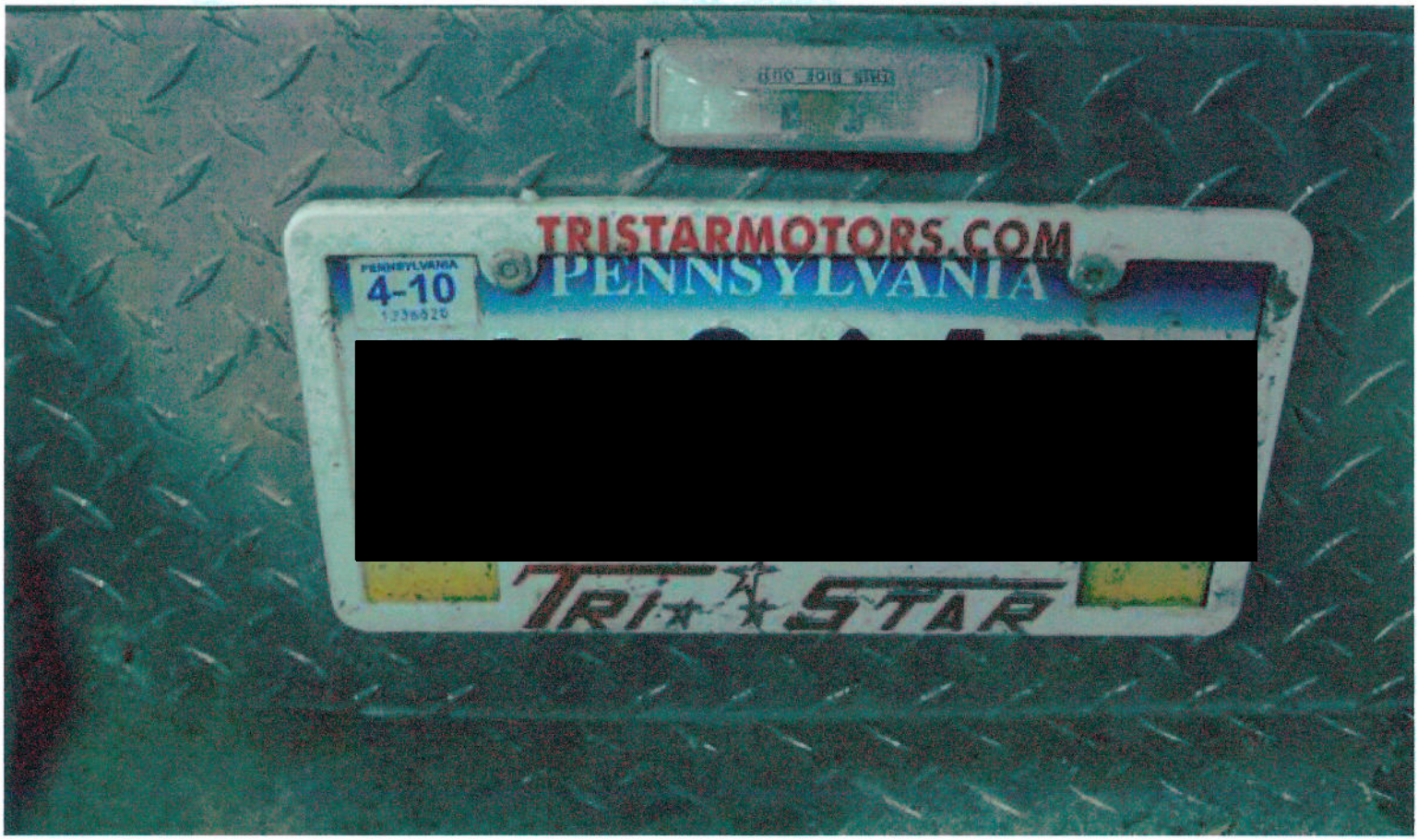

EA11-003-000842LC

Report Number:ABMAE014

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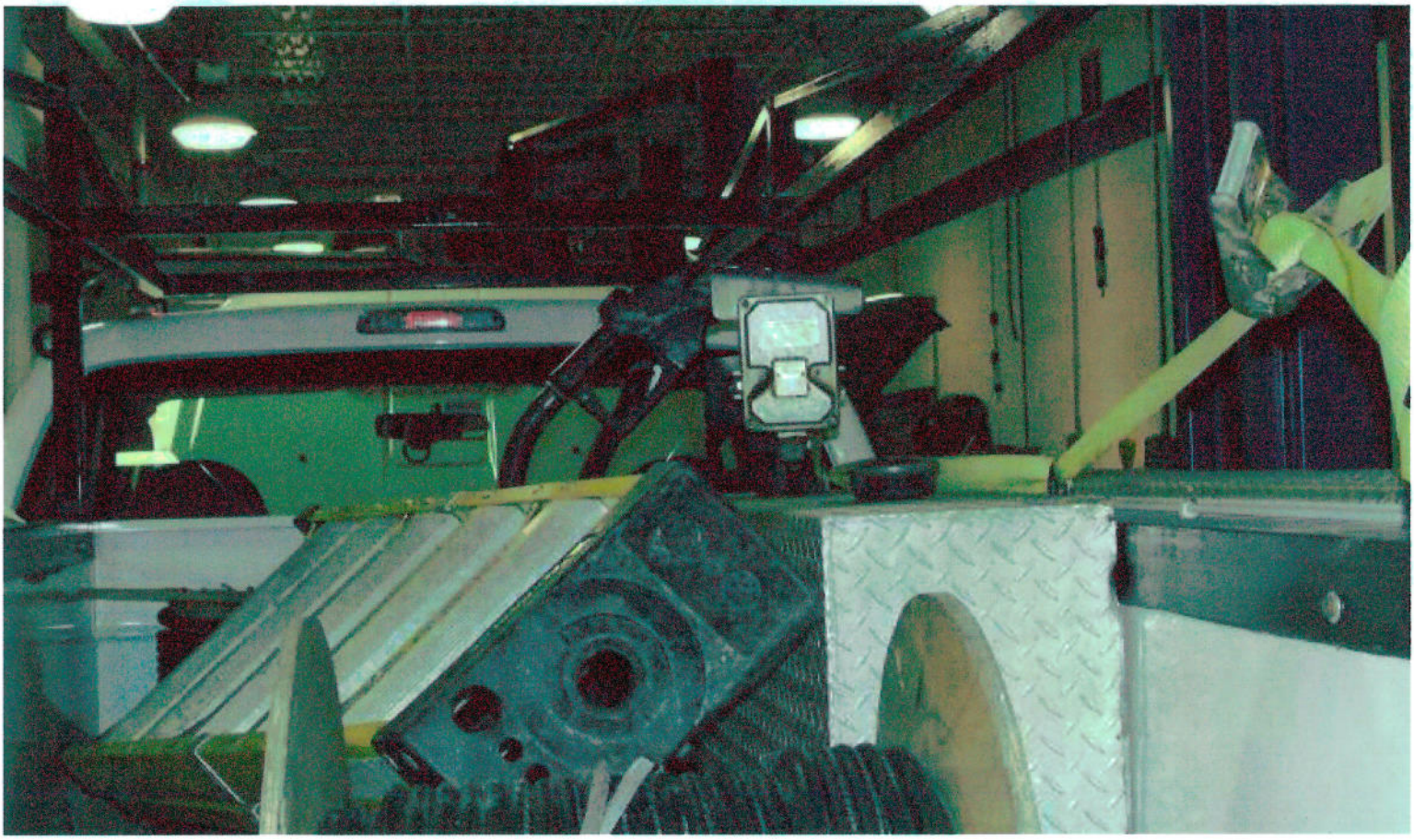

EA11-003 000343LC

Report Number:ABMAE014

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EA11-003 000344LC

Report Number:ABMAE014

Print Close



EA11-003 000345LC

Report Number:ABMAE014

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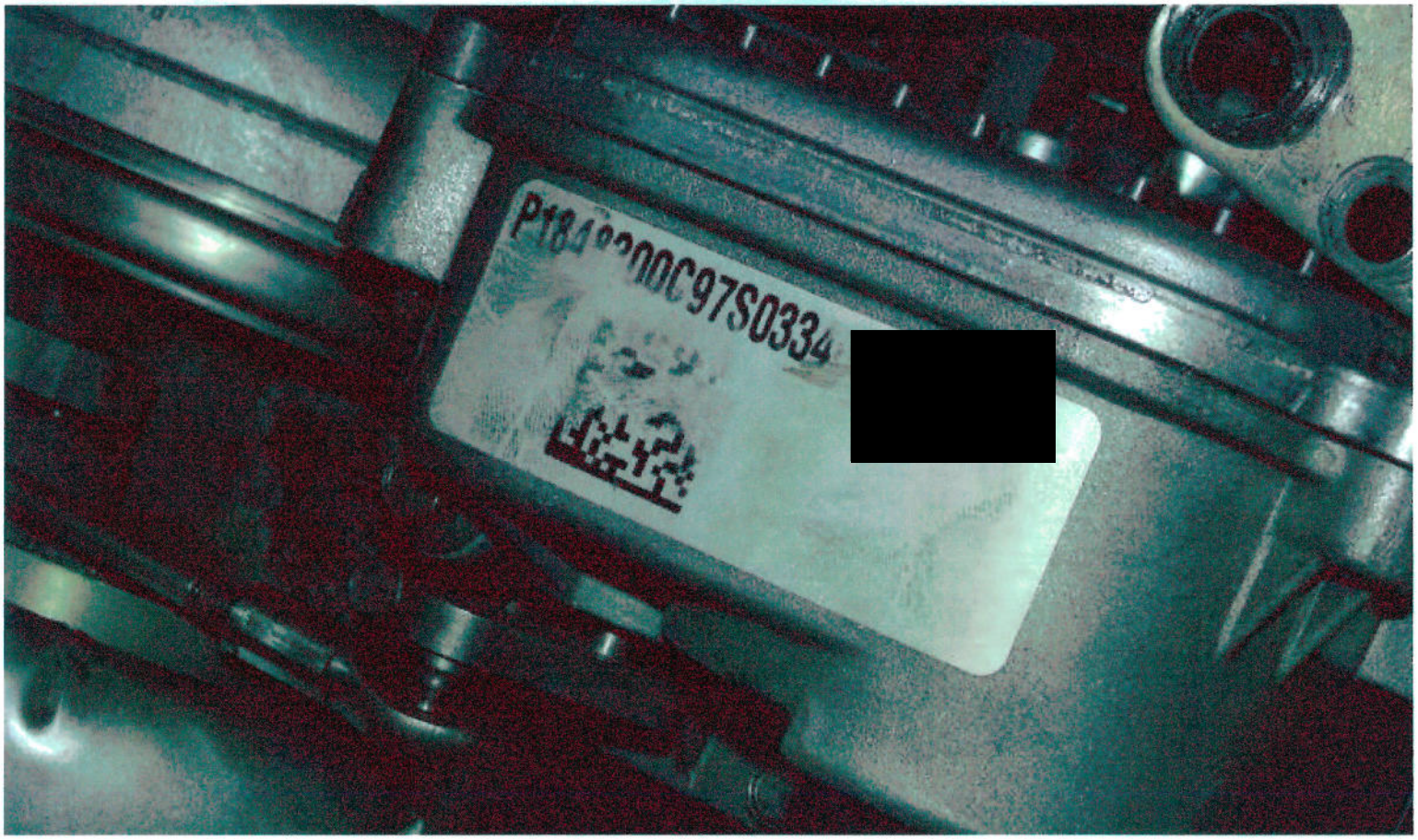

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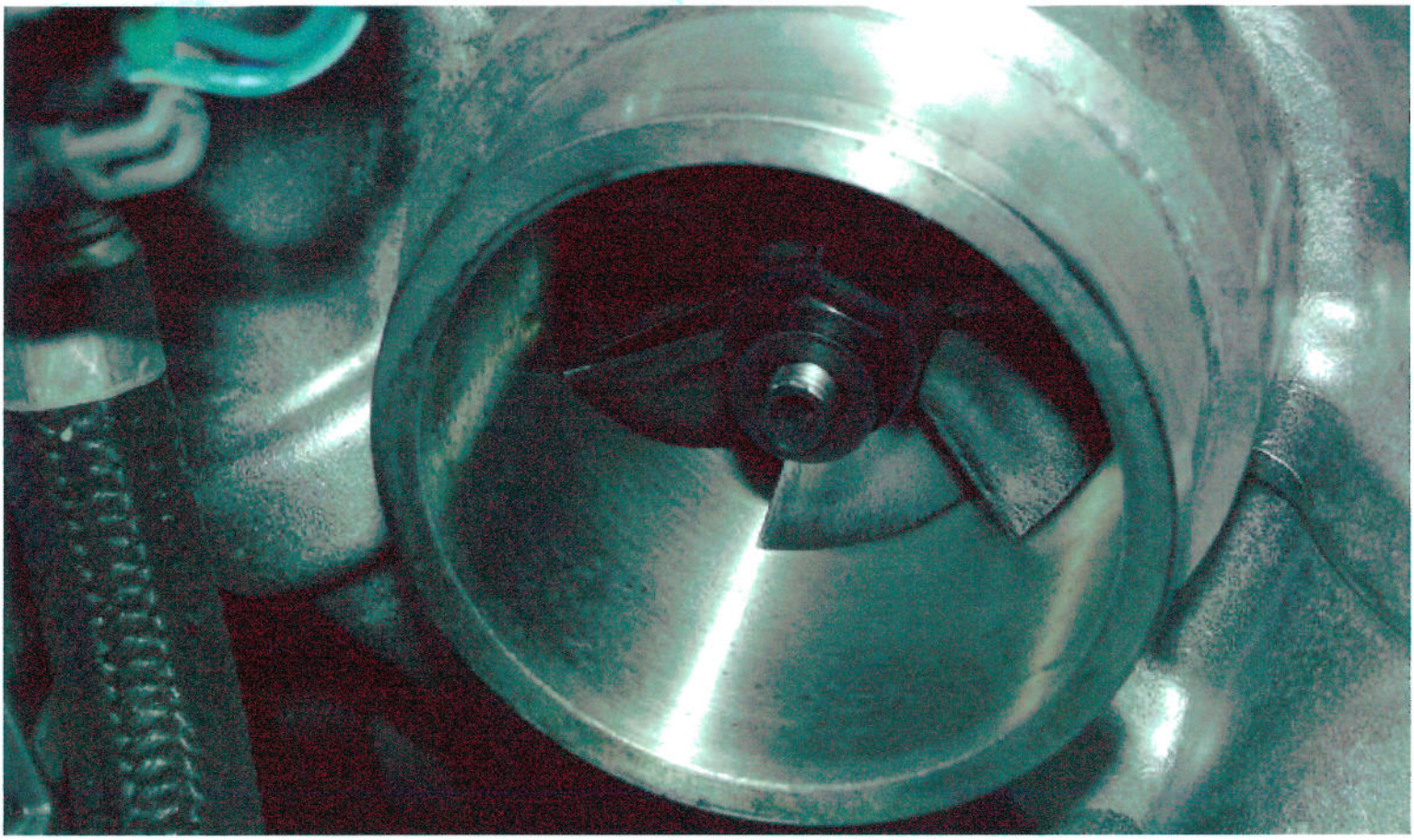

EA11-003 000347LC

Report Number:ABMAE014

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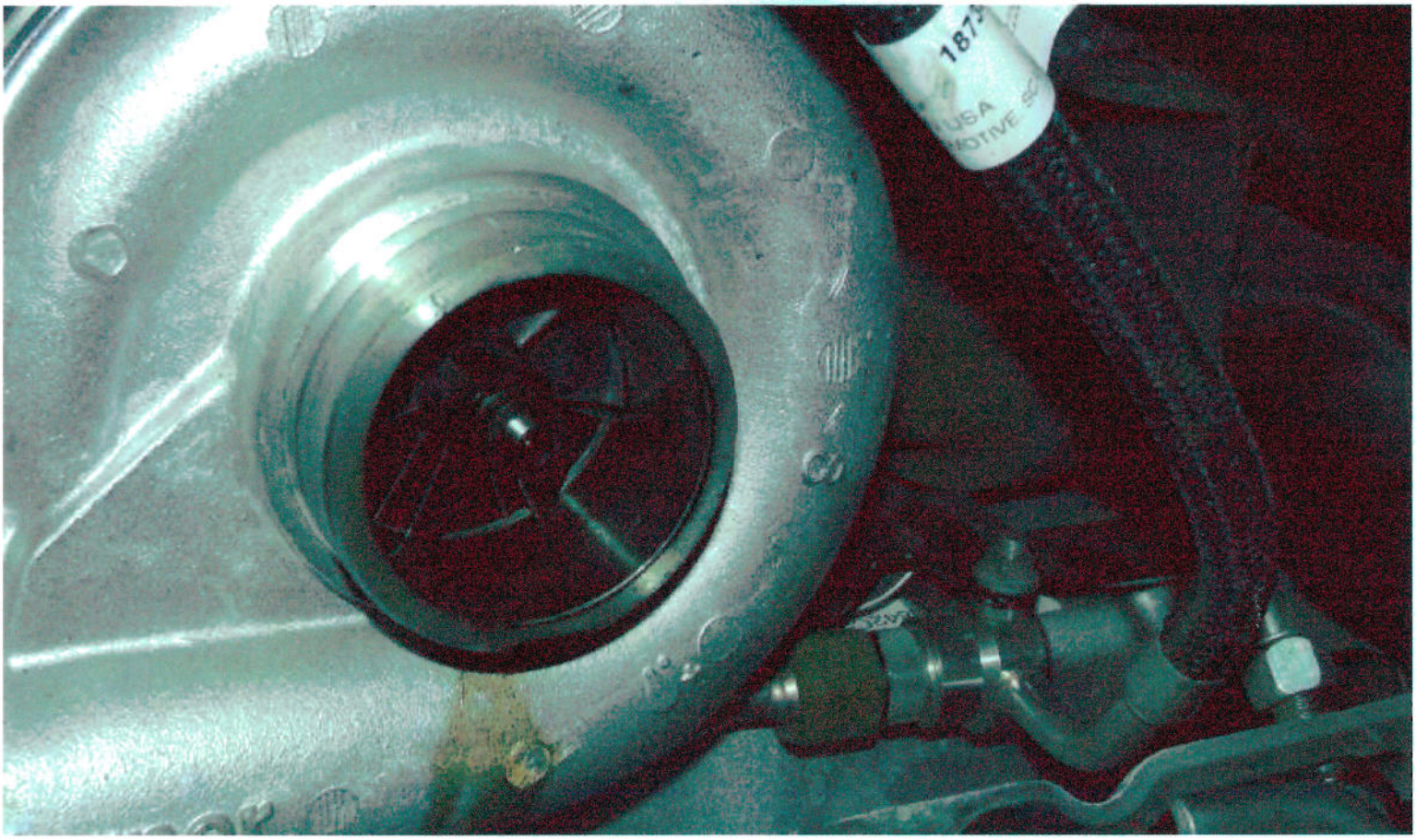

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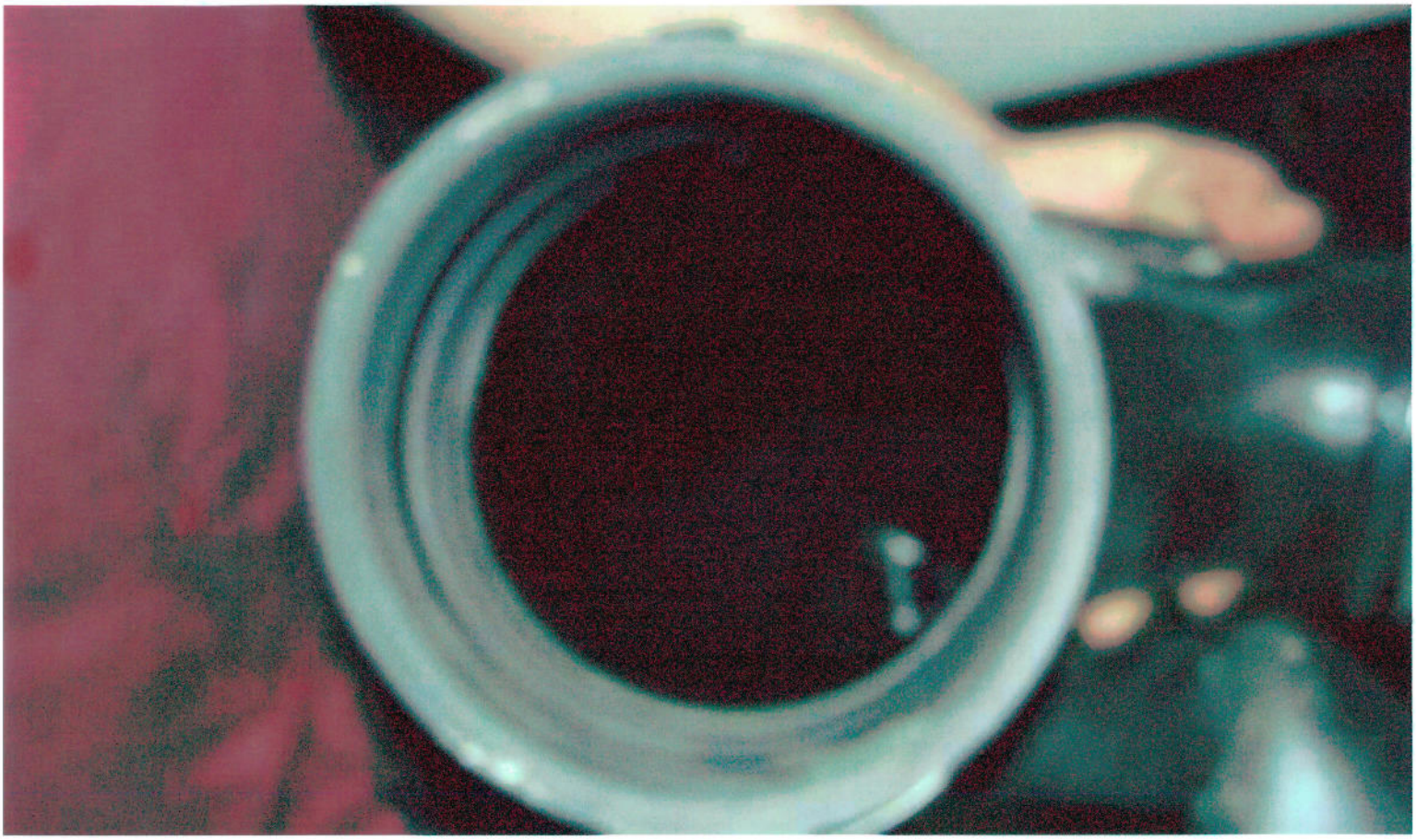

EA11-003 000349LC

Report Number:ABMAE014

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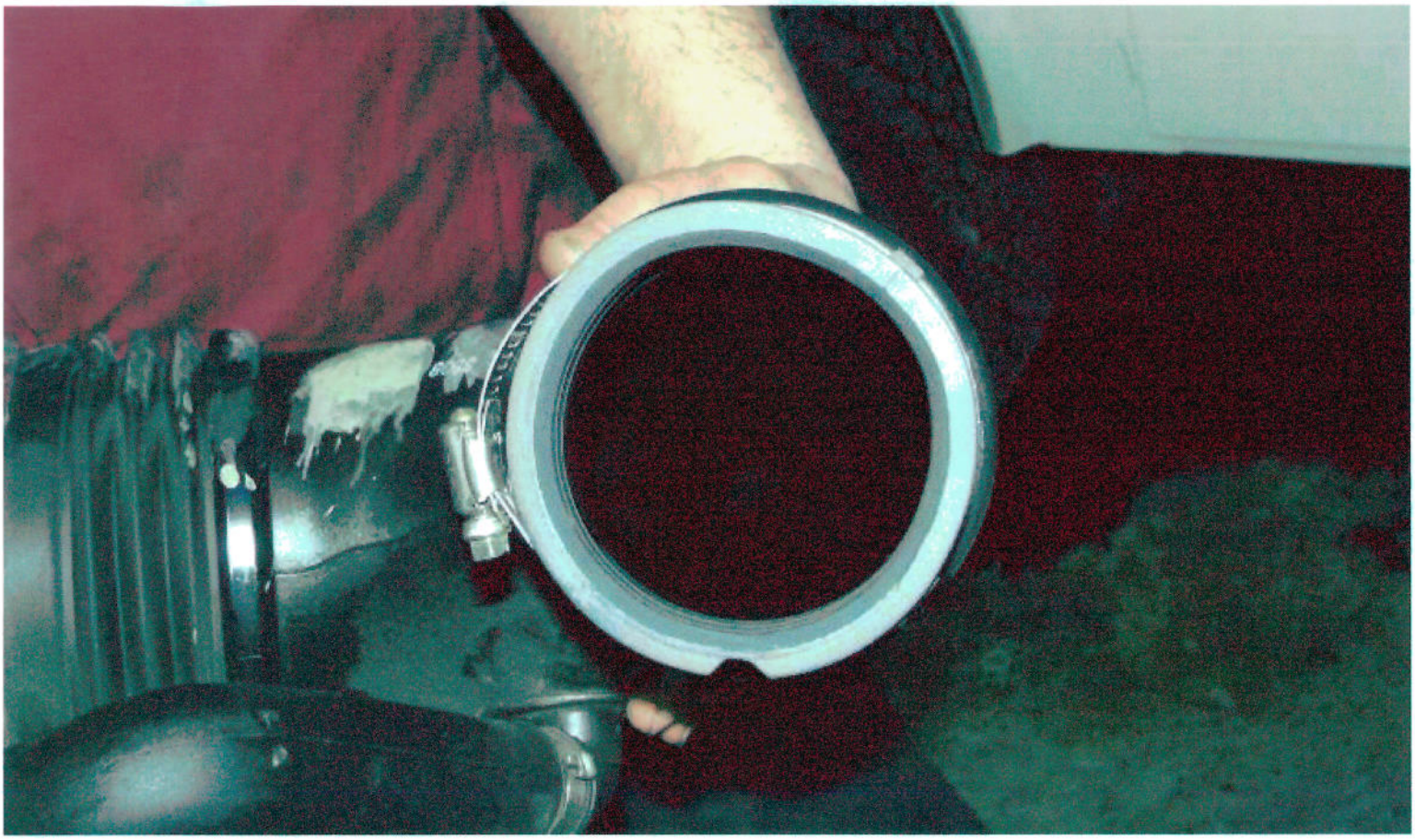


EA11-003 0003502C

Report Number:ABMAE014

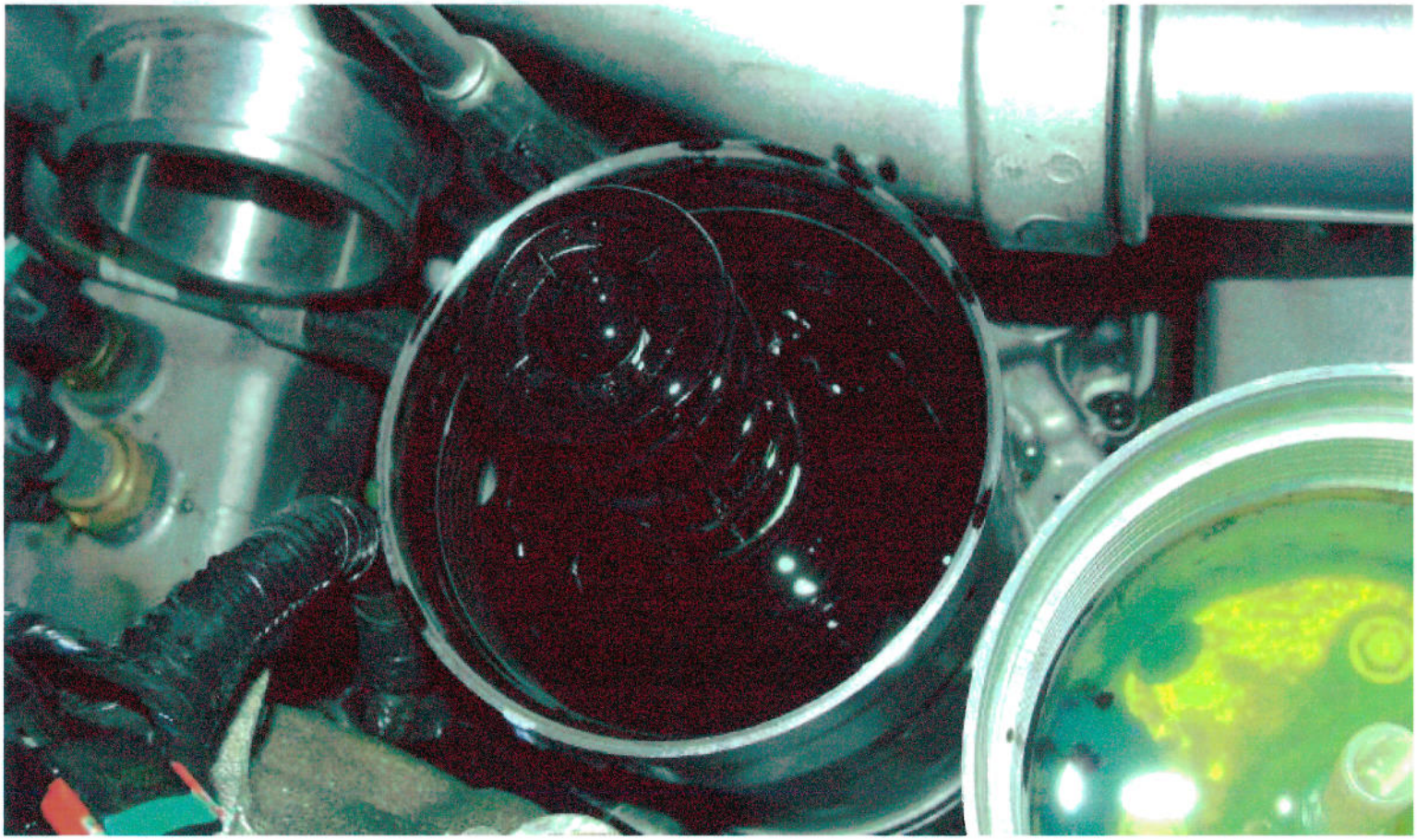
Print Close



EA11-003 000351LC

Report Number:ABMAE014

Print Close



EA11-003 000352LC

Report Number:ABMAE014

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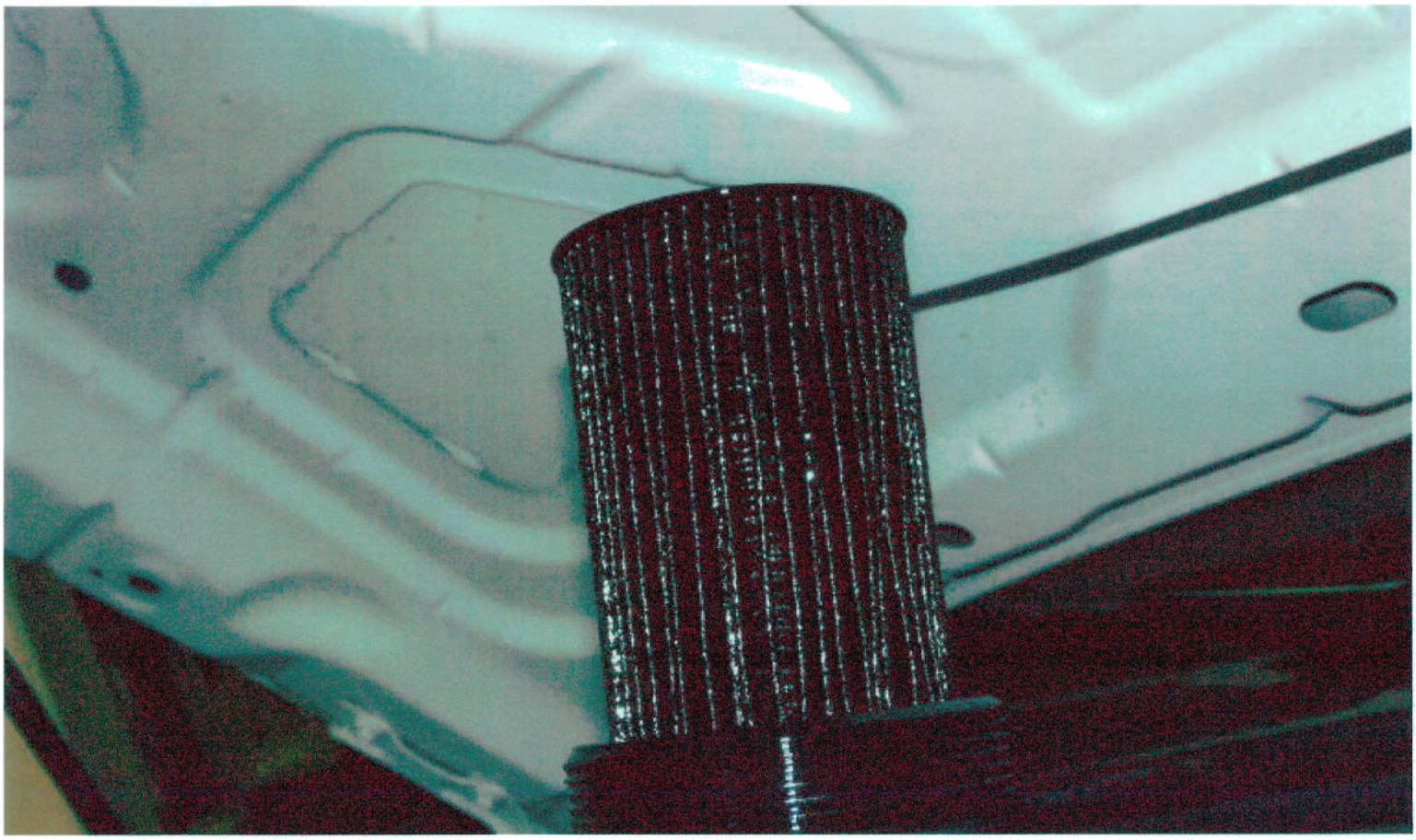

EA11-003 000853LC

Report Number:ABMAE014

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EA11-003 000354LC

Report Number:ABMAE014

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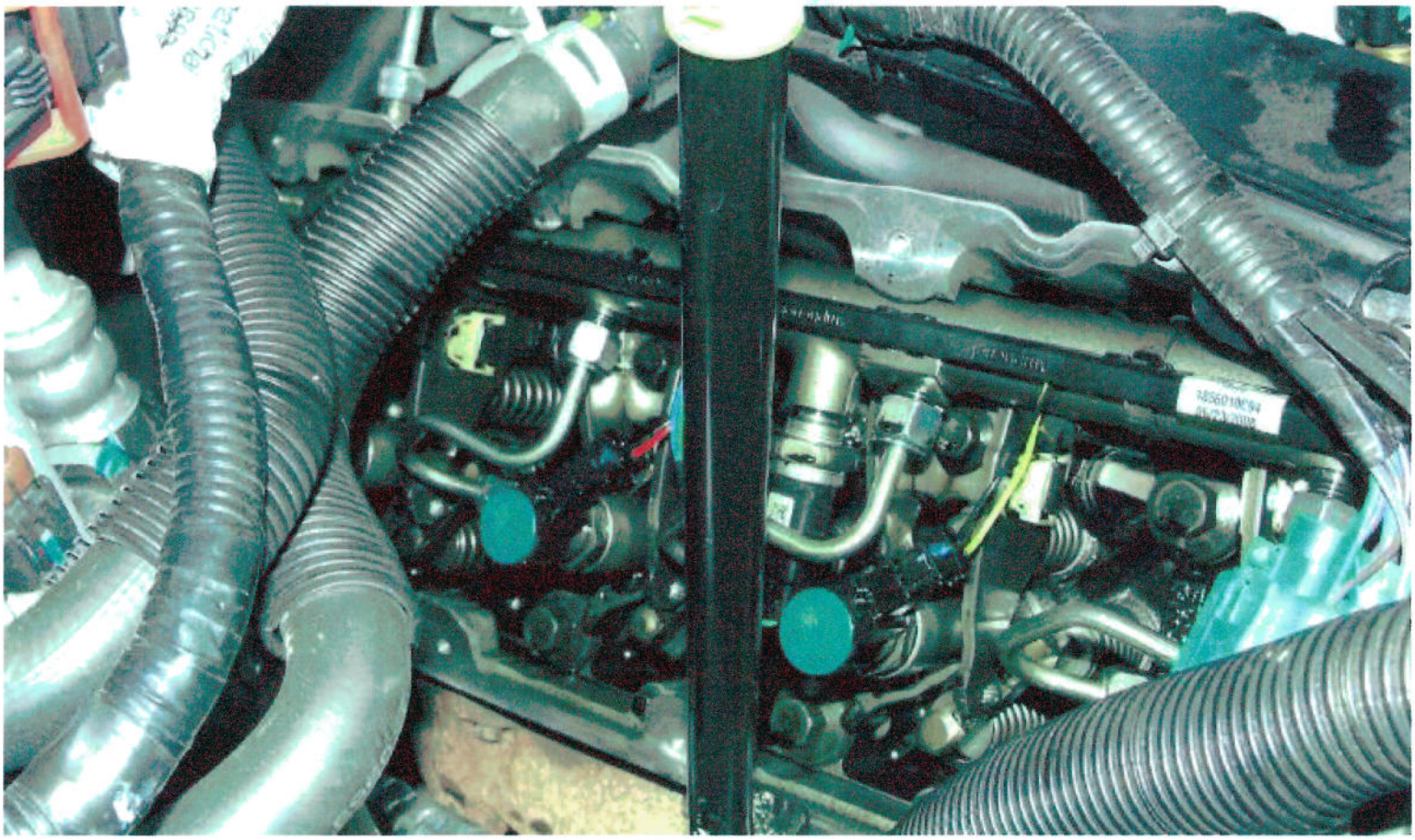

EA11-003 000355LC

Report Number:ABMAE014

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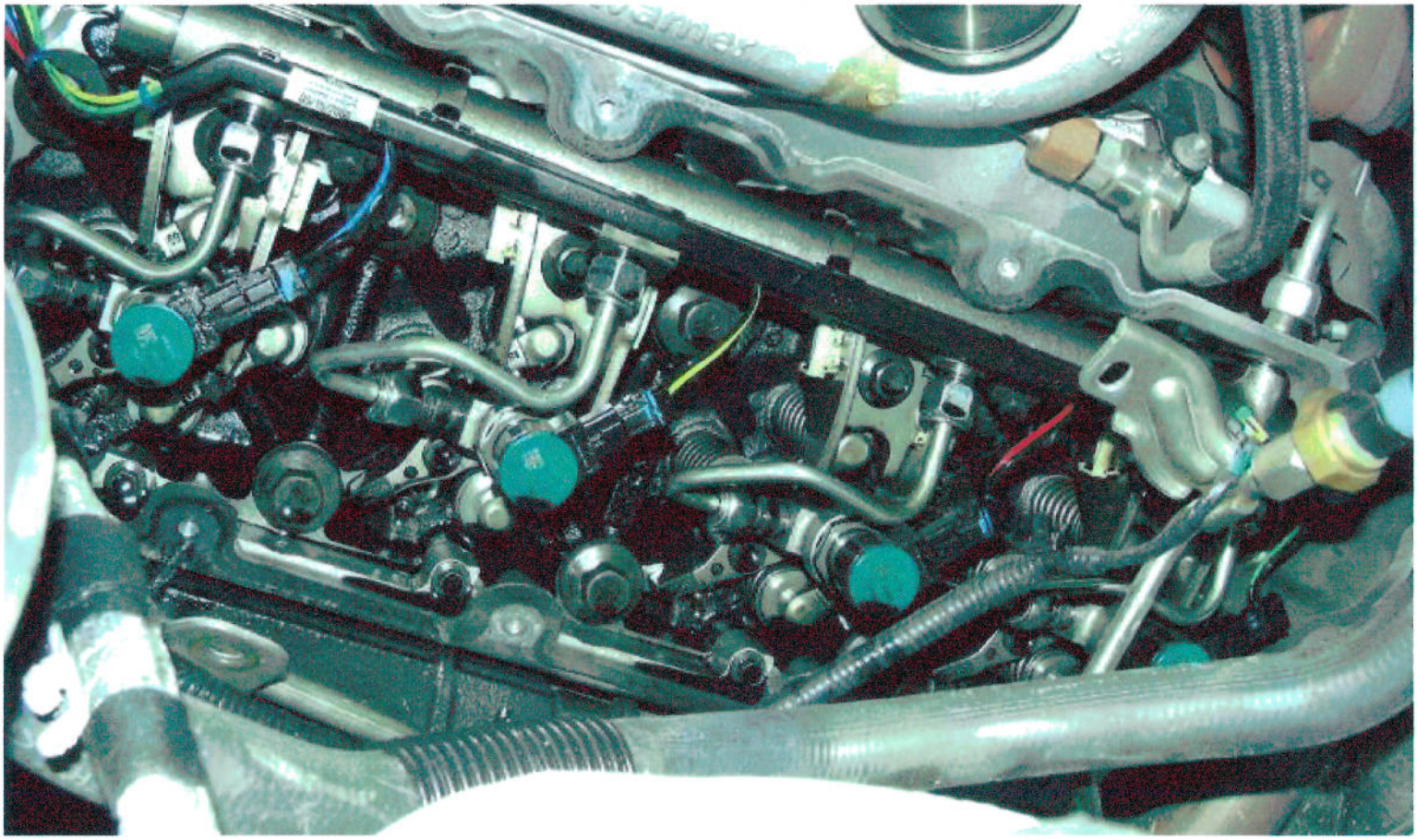

EA11-003 000356LC

Report Number:ABMAE014

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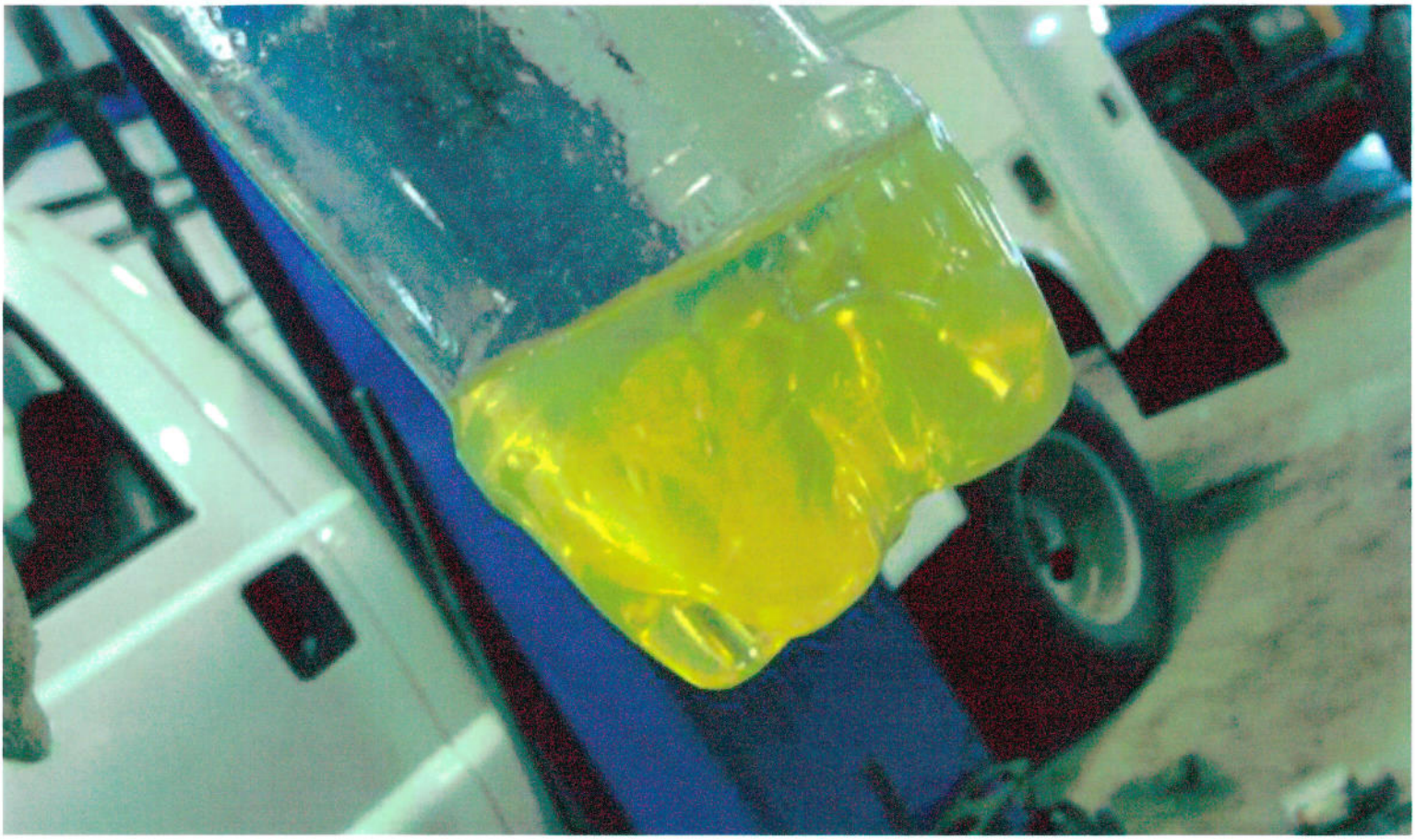

EA11-003 000367LC

Report Number:ABMAE014

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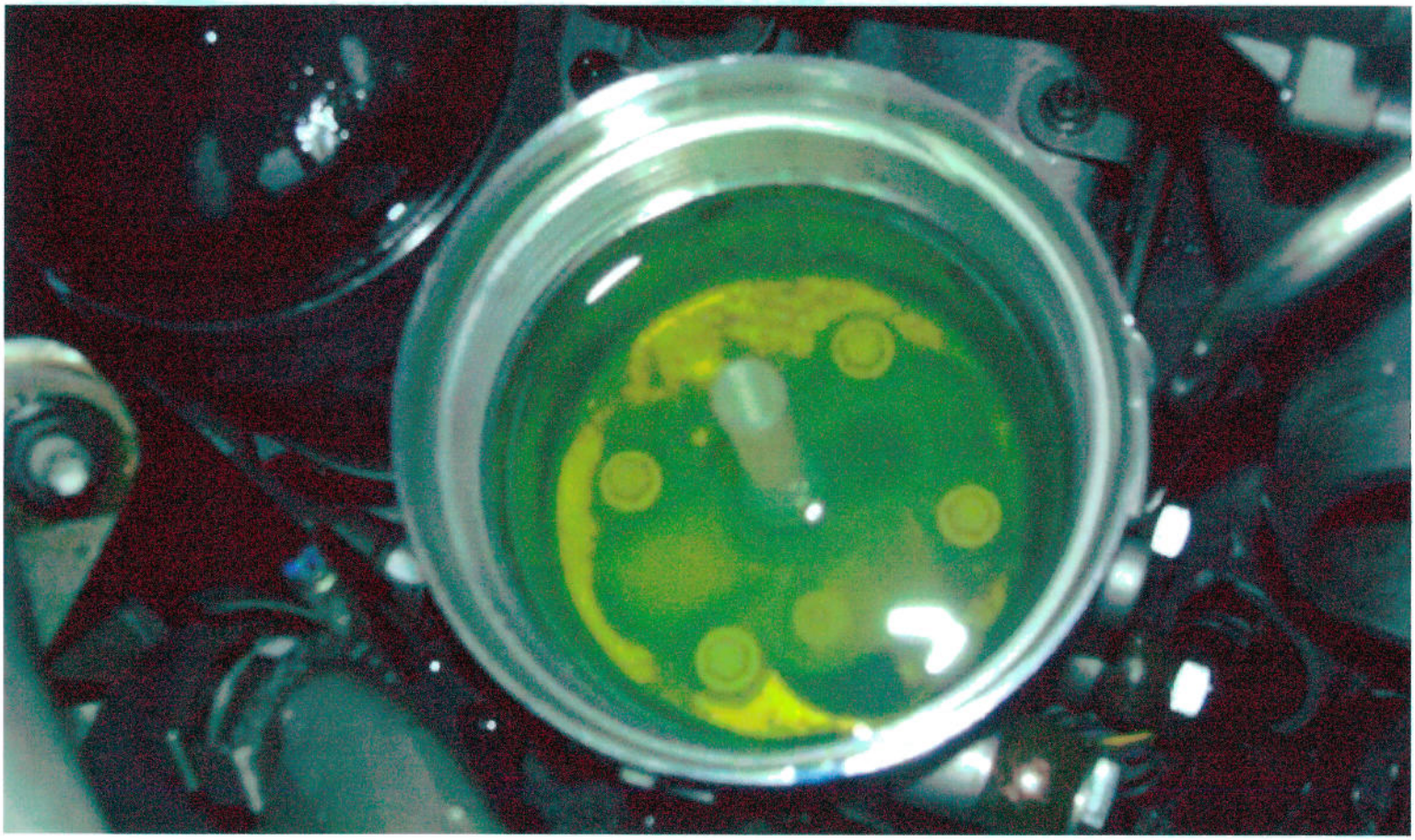
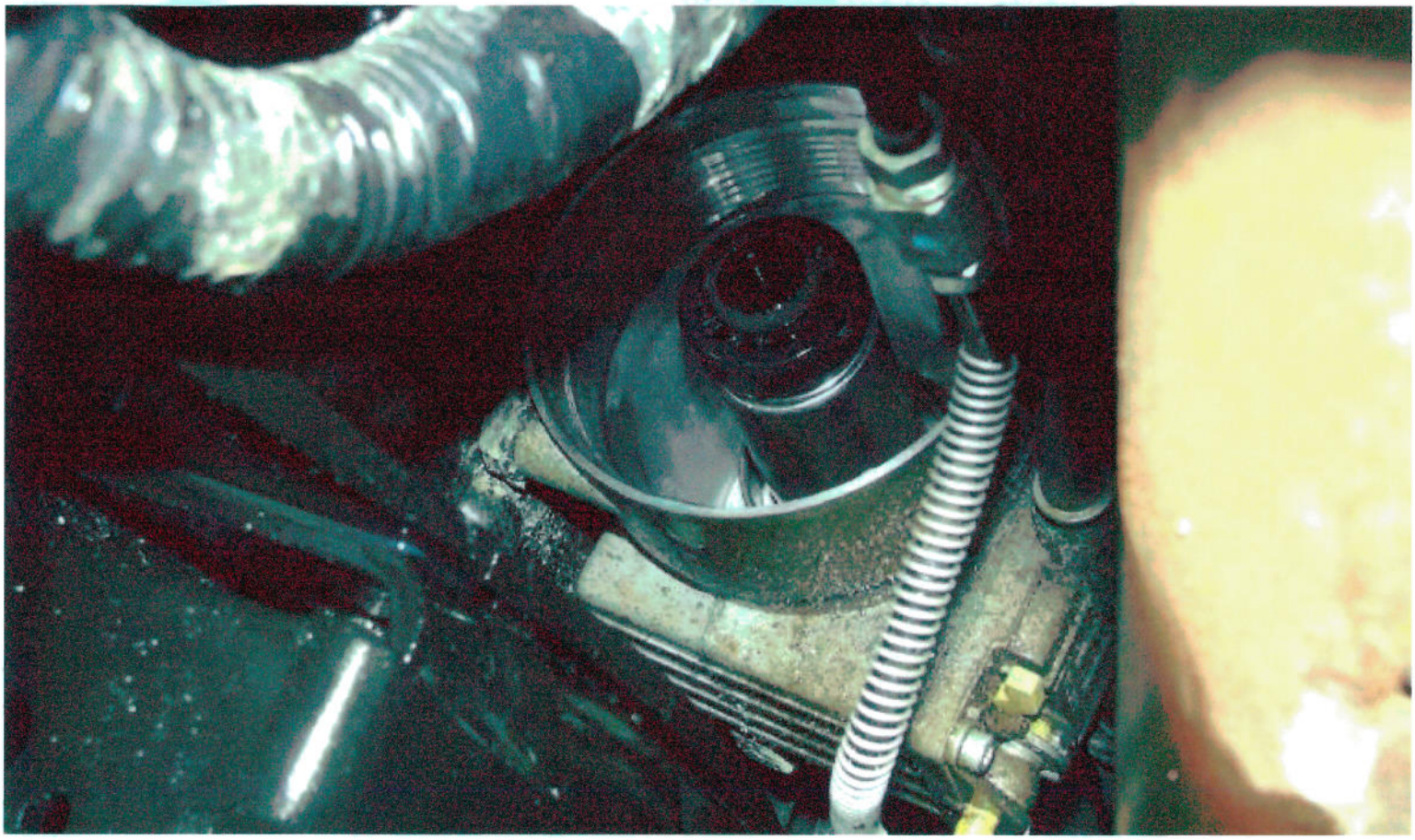


EA11-003 000358 LC

Report Number:ABMAE014

Print Close



EA11-003 0003911

Report Number:ABMAE014

Print Close



EA11-003 00036OLC

Report Number:ABMAE014

Print Close



EA11-003 00036LLC

Report Number:ABMAE014

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EA11-003 000362LC

Report Number:ABMAE014

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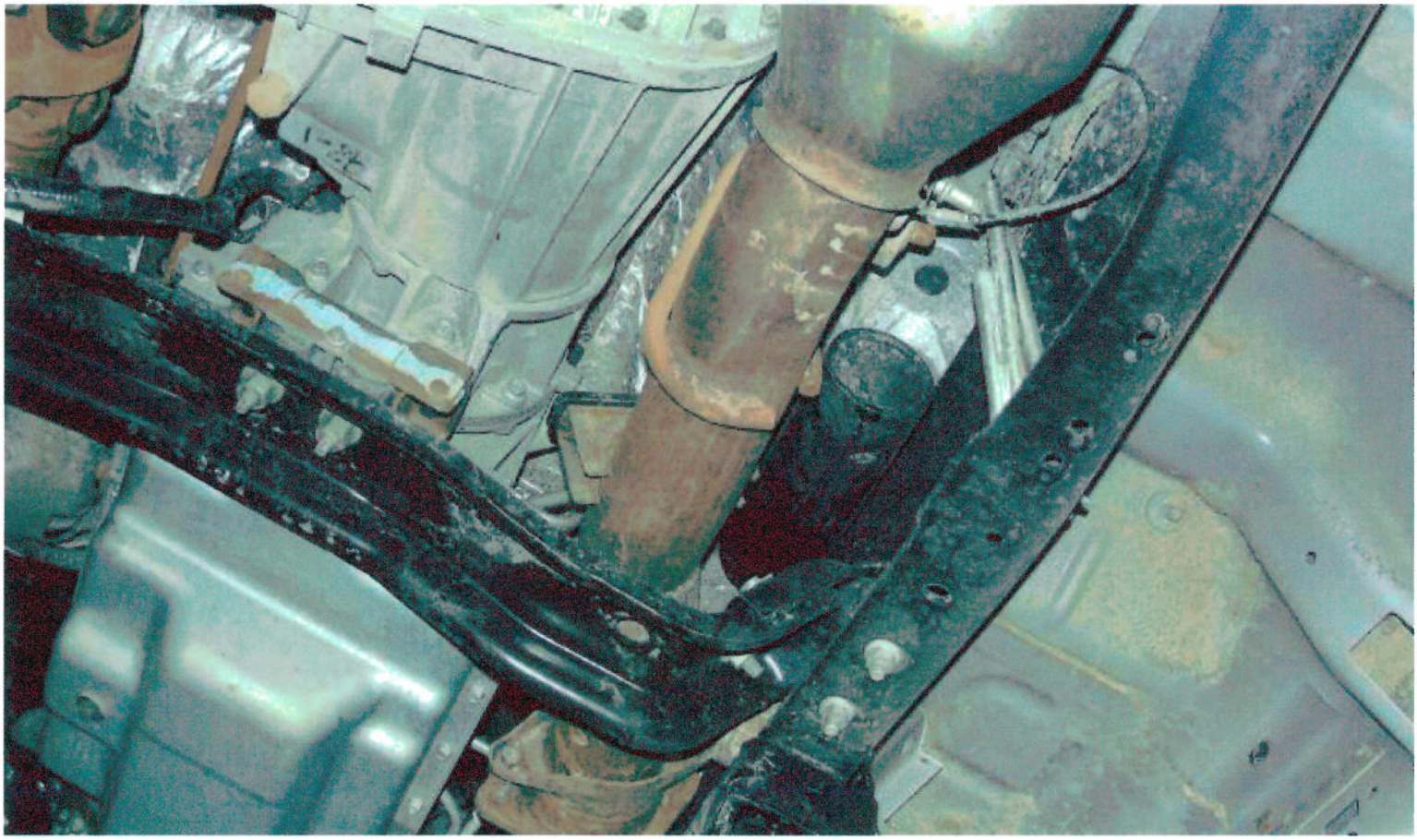

EA1.1-003 000363LC

Report Number:ABMAE014

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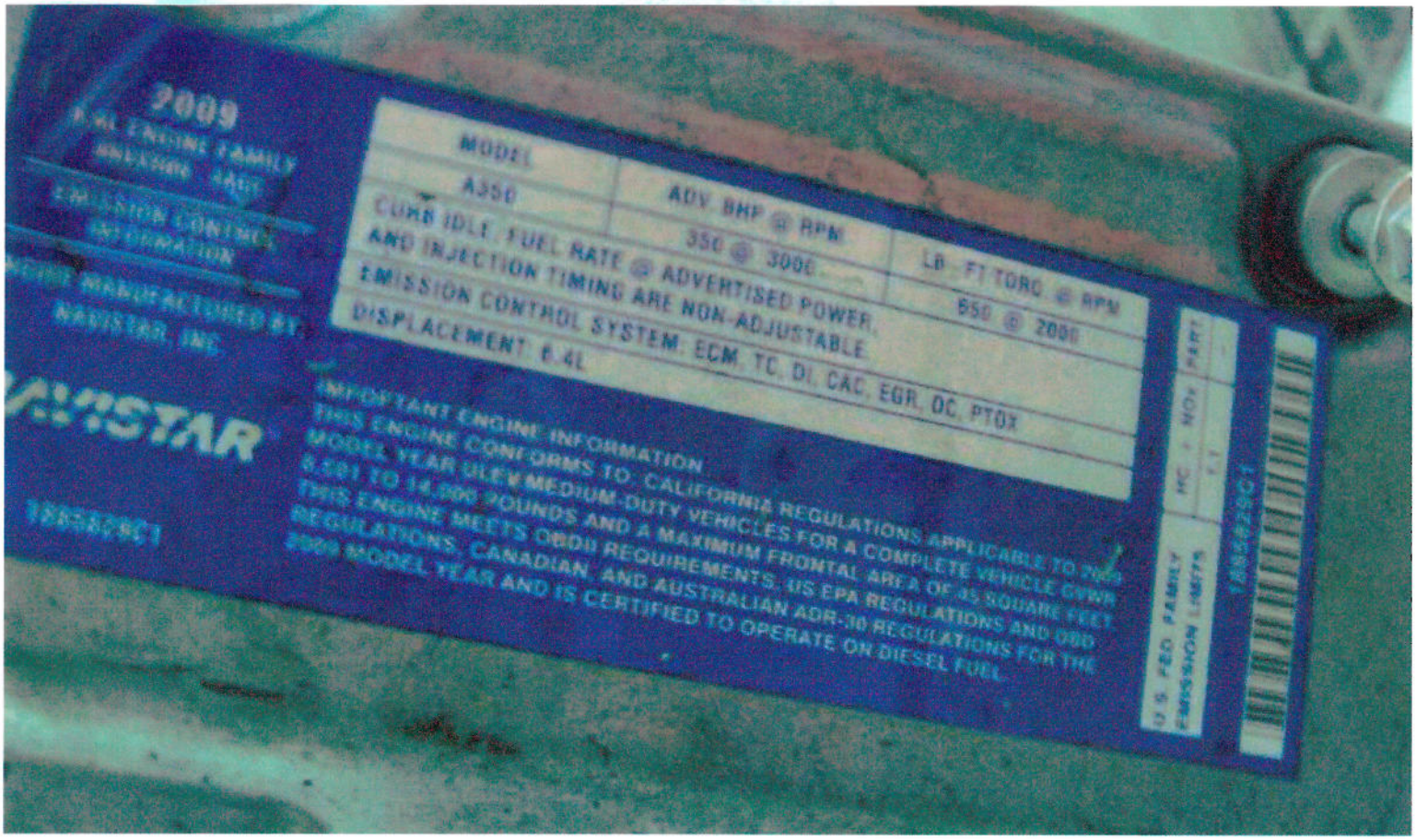

EA11-003 000364LC

Report Number:ABMAE014

Print Close



EAI1-003 00036LC0

Report Number:ABMAE014

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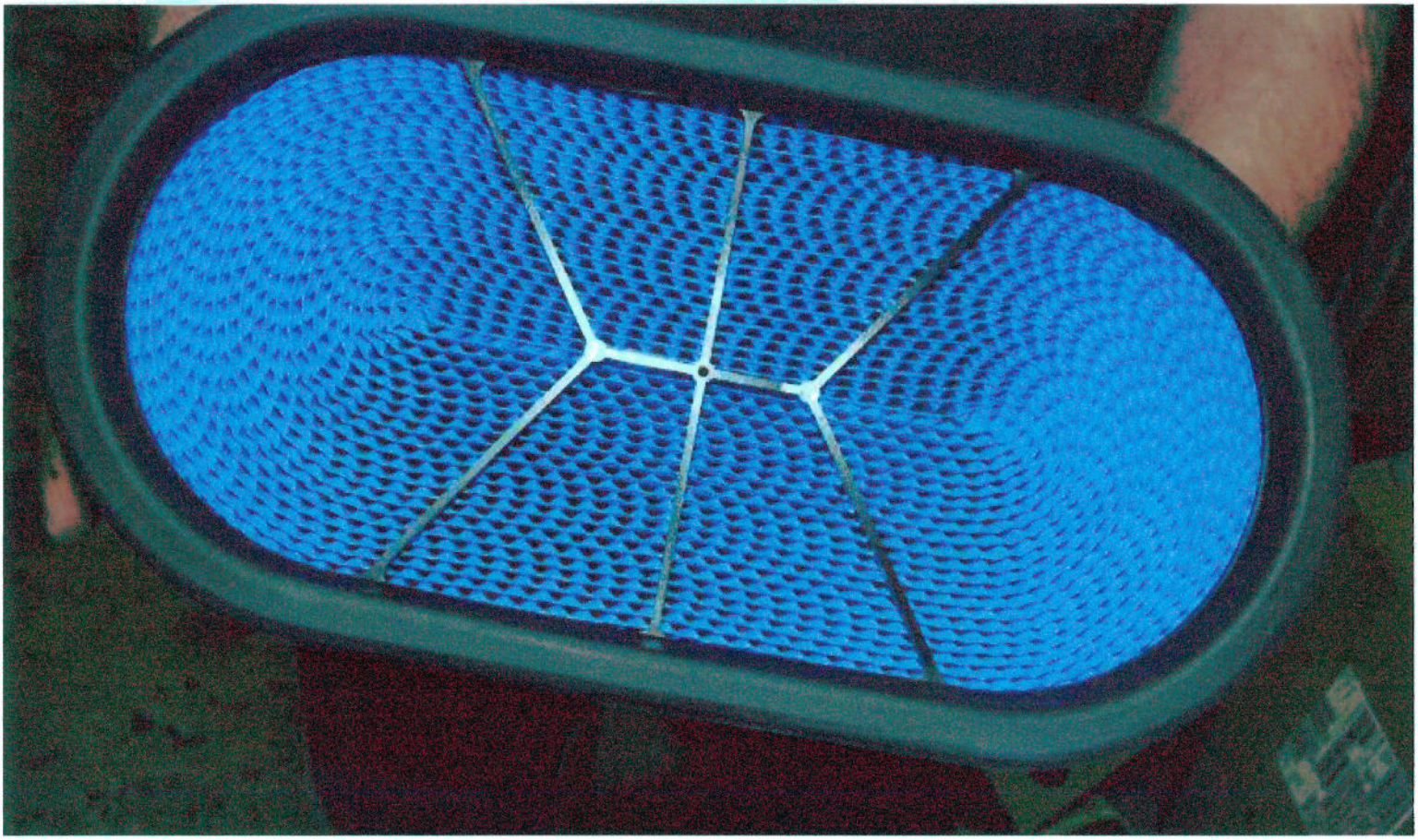


EA11-003-000366LO

Report Number:ABMAE014

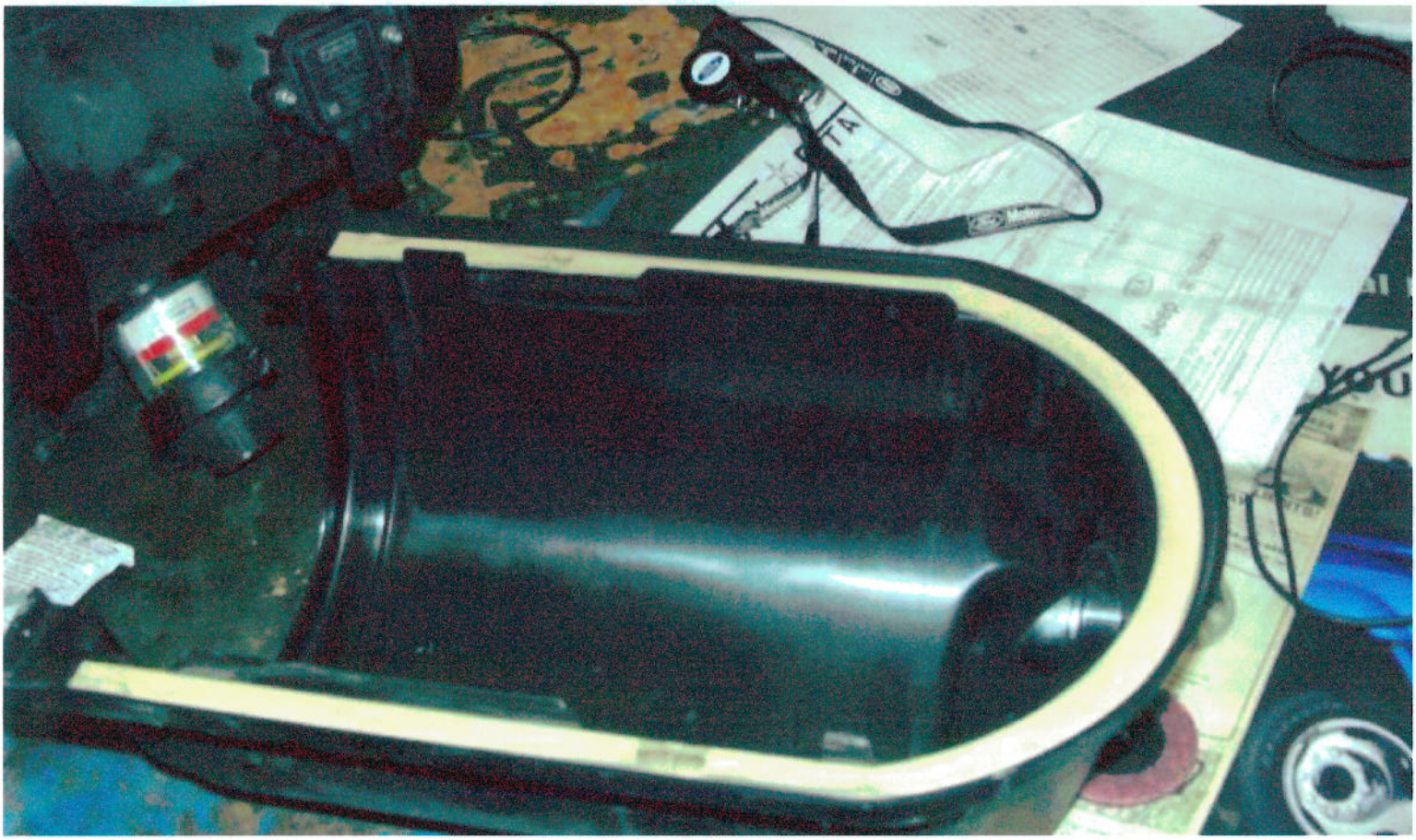
Print Close



EA11-003 000367LC

Report Number:ABMAE014

Print Close



EA11-003 000368LC

Report Number:ABMAE014

Print Close



EA11-003 000369LC

Predictive Maintenance Services, Inc.

866-645-5221 www.theoillab.com

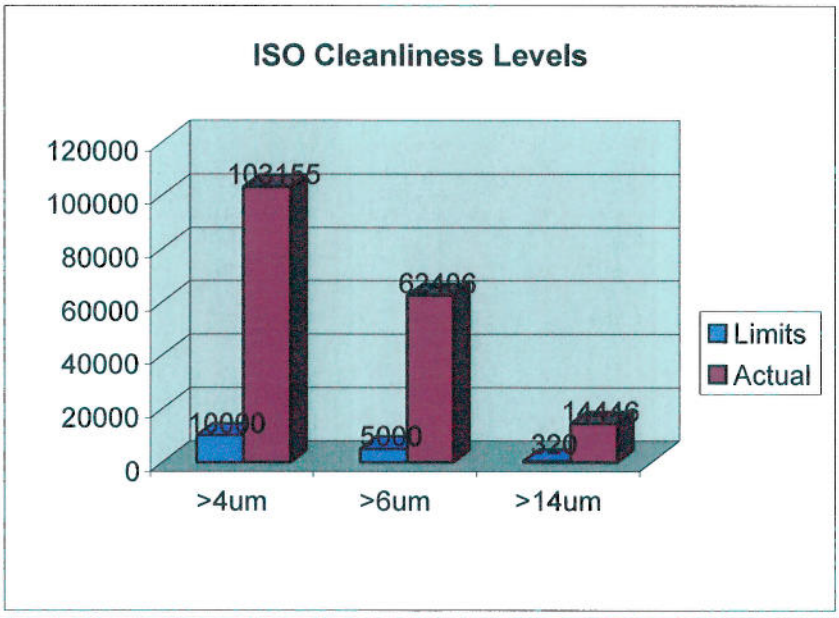
Judgment of condition: **Severe**

Fuel Test

Customer: [redacted]
Attn: Greg Ciocher
Date: 2/22/2010
Unit ID: 9EA91919
Sample Date: 2/16/2010
Fuel Type: Diesel
Lab No: 219683
Testing: Category I

Cetane Index (D-976)		**47.08**	Acceptable	(Min. 40)
Water (D-6304)		**3,348** ppm	High	(Max 500ppm)
Water & Sediment (D-1796)		**0.25** %	High	(Max .05 % vol.)
ISO Cleanliness Code		**24/23/21**	High	(Max . 20/19/15)
API Gravity (D-287)		**36.62**	Acceptable	(Typically in the 30's)
Distillation (D-86)				
	IBP	**334** F	Acceptable	(Min. 300 F)
	5%	378 F		
	50%	490 F		
	90%	**591** F	Acceptable	(540-640 F)
	Endpoint	635 F		
	Return	98.6%		**Biodiesel - 1% or less detected**
Micro-Organism		Bacteria	Heavy	
		Fungus	Heavy	

Remarks->>> Water and sediment are excessive. Heavy bacterial and fungal growth detected. Particle counts are high. Suggest treat fuel with biocide then drain and flush tank after biocide has had sufficient time to work.



Particles Per Gallon of Fuel		
>4um	390,441,675	
>6um	236,206,710	
>14um	54,678,110	

>4 limit	10000
>6 limit	5000
>14 limit	320
>4 actual	**103155**
>6 actual	**62406**
>14 actual	**14446**

Copyright Predictive Maintenance Services, Inc. 2002 All rights reserved

Comments are advisory only and are based on the assumption that the sample is representative and data submitted is valid. No warranty is expressed or implied.

No recommendation for suitability for use as an aircraft fuel or any aviation application is expressed or implied.

Order Information

Claim ID	9EA91919
Order Date	2/15/2010 1:06:44 PM
Inspector Code	EP201
RO Number	ABMAE014/286273
Insured Party	VERIFY
Vehicle Year	2009
Vehicle Make	VERIFY
Vehicle Model	F-SERIES F-350 CHASSIS CA
Vehicle VIN Number	1FDWF37R19E[redacted]
Vehicle Mileage	5887

Facility Information

Facility Name	[redacted]
Facility Address	
Facility City	BLAIRSVILLE
Facility State	PA
Facility Zip	[redacted]
Facility Contact	
Adjuster	PETE BANDOSKE
Adjuster Extension	
Contract Code	

Reason For Inspection CATEGORY G, H, I INSPECTIONS. PROVIDE PHOTOS OF ALL ENGINE DAMAGE, RESULTS OF THE FUEL SYSTEM DEBRIS TEST, FUEL SAMPLE FROM BOTTOM OF TANK IN A CLEAR BOTTLE, AND INSIDE THE FUEL TANK. FUEL SAMPLE NEEDS TO BE SENT TO PREDICTIVE FOR ANALYSIS . ,,,,,,,,THE DIESEL FUEL SAMPLE MUST BE AT LEAST 8 OUNCES. USE 2 BOTTLES IF NECESSARY. SEND THE SAMPLE UPS /FED EX GROUND (DO NOT SEND OVERNIGHT) TO PREDICTIVE MAINTENANCE SERVICES, 515 MORRIS STREET, UHRICHSVILLE, OH 44683. A COPY OF THE RECEIPT MUST BE FAXED TO CENTRO WITH THE TRACKING NUMBER . IF YOU CANNOT SHIP WITHIN 24 HOURS, CONTACT GREG OR HOWIE ASAP. FED EX TRACKING NUMBER: 609827810000229

Report Information

Inspection Date	2/16/2010 3:54:00 PM
Vehicle Year	2009
Vehicle Make	FORD
Vehicle Model	F-350 SUPER DUTY
Current VIN Number	1FDWF37R19E[redacted]
Vehicle Production Date	04/09
Current Mileage	5887
Vehicle Trim	XL
Labor Rate / Type	76.76 PROVIDED VERBALLY
Engine Type	6.4 TURBO DIESEL
Transmission / Model	AUTO/TORQSHIFT
Wheel Drive Type	DUALLY TRUCK 4X4
Vehicle Plate #	FM3645C

Engine Oil Level	Full	**Engine Oil Condition**	Good
Coolant Level	Full	**Coolant Condition**	Good
Transmission Level	Full	**Transmission Condition**	Good
Power Steering Level	Full	**Power Steering Condition**	Good
Brake fluid Level	Full	**Brake Fluid Condition**	Good
Differential Fluid Level	N/A	**Differential Fluid Condition**	N/A

EAI 1-003 00037 LLC

Transfer Case Level	N/A	**Transfer Case Condition**	N/A
Oil Filter Brand	MOTORCRAFT	**Sample Taken**	Y
		Sample Type	FUEL

Miscellaneous Comments

Commercial Use ?	NO
Signage ?	NO
Modifications ?	YES, CAR CHASSIS HAS TOOL BOX TYPE BED, LADDER RACK, FUEL TANK WITH PUMP HANDLE IN BED.
Collision ?	NO
Tow Hitch ?	YES, HD FRAME HITCH
Towed or Driven In	TOWED
Belts	GOOD
Hoses	GOOD
Do All Tires Match?	YES
Tire Size	245/75/17
Factory Tire Size	245/75/17
Overall Condition	N/A

Customer Complaint, Date Opened, Shop Name on Repair Order

VEHICLE ACTED LIKE IT WAS RUNNING OUT OF FUEL. STALLED, CHANGED FUEL FILTERS AND NOW WON'T GO OVER 500 RPMS. WRENCH LIGHT IS ON. SHOP NAME: TRI STAR MOTORS

Facility Repair Order

286273

State of Assembly (be specific)

BOTH VALVE COVERS, FUEL TANK, FUEL PUMP REMOVED.

Related Recalls, TSB's, or Service History?

NONE.

Failed Components and Extent of Damage

NO VISIBLE ENGINE DAMAGE, TECH SAID HE FOUND NONE. NO VISIBLE FUEL CONTAMINATION. BOTTOM OF SECONDARY FUEL FILTER HOUSING LOOKS LIKE IT DID, BUT FOUND IT ONLY TO BE CASTING MARKS. TECH HAS DATA PRINT OUT OF FUEL PSI AT 3551.05 PSI. FOUND CODES P2269 AND P2291 CODES. FUEL SAMPLE IN CLEAR BOTTLE HAS A SLIGHT GREEN CAST.

Measurements

NONE.

Inspector Signoff

EA1.1-003 000372LC0



CT Corporation

Service of Process Transmittal

06/23/2011
CT Log Number 518722556

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Attachment(s), Cover Sheet, Notice, Complaint, Verification, Exhibit
COURT/AGENCY:	Allegheny County - Court of Common Pleas, PA Case # AR-11-004117
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2010 Ford F-350, VIN: 1FTWW3BR3AEB06825
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 06/23/2011 postmarked on 06/21/2011
JURISDICTION SERVED :	Pennsylvania
APPEARANCE OR ANSWER DUE:	Within 20 days - Written Appearance // 09/21/2011 at 9:00 a.m. - Hearing
ATTORNEY(S) / SENDER(S):	David J. Gorberg David J. Gorberg & Associates, P.C. 32 Parking Plaza Suite 700 Ardmore, PA 19003 215-665-7660
REMARKS:	Postmark may not be legible on scanned image.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794898901965 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	CT Corporation System Sabra Dudding 116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101 717-234-6004

LITIGATION PRACTICE GROUP
11 JUN 24 P1:42
OFFICE OF THE GENERAL COUNSEL

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG*
LAURA L. APPLEGATE
COURTNEY L. SOFIA*
EDWARD B. FEINER*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

June 21, 2011

Ford Motor Company
c/o CT Corporation
116 Pine Street Suite 320
Harrisburg, PA 17101

RE: [redacted] **vs. Ford**
Docket No. AR-11-004117

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/jm
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Tuesday, May 31, 2011 12:41 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Dockets approved confirmation CaseID :AR-11-004117

5/31/2011 Please be advised that the following case has been accepted by the Allegheny County Civil/Family Division. Temporary case number:TMP184815
Permanent case number:AR-11-004117
Description:Frantz vs Ford Motor Company
Status:Approved. Docket details are as follows:
Case ID:AR-11-004117 Docket Type:COMPL
Sequence nbr:1
Amount:$139.50
Client ID:
Company ID:GORBERG.
Filing Date:5/31/2011 Filing Time:12:33:34.

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Tuesday, May 31, 2011 12:41 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Scheduled Event Notification :AR-11-004117

A hearing has been scheduled for Case Number 'AR-11-004117'
at Allegheny County Court House on 09/21/2011 at 09:00:00 in room no. CH523

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Tuesday, May 31, 2011 12:30 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Filing Confirmation CaseID :TMP184815

The following electronic filings have been received by the Allegheny County Civil/Family Division. Please have this information available to check the status of these filings, or if you wish to submit exhibits by mail or fax.

Case nbr:TMP184815
Description:Frantz vs Ford Motor Company
Docket Type:Complaint
Docket Number:1
Docket Date:05/31/2011
Docket Time:12:36:04
Status:Pending
Client ID:
Company ID:GORBERG
Sheriff's Amount:$0.00
Civil/Family Division's Amount:$139.50
Total Amount:$139.50
Files received:
G:\DOCS 11\Frantz, Ryan - Lemon\scanned complaint.pdf

Your filings are being processed. Be advised this case is not officially filed until it is approved by Allegheny County Civil/Family Division. If approved, you will be notified via an electronic receipt and the official date and time of filing will be the date and time listed above At that time, your draw down account will be debited. In the event that this filing is not approved, your account will not be debited. Thank you for using the Civil/Family Division Electronic Filing and Retrieval System.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

COVER SHEET

Plaintiff(s)

[redacted]
[redacted]
Hillsdale, PA [redacted]

Vs

Defendant(s)

FORD MOTOR COMPANY
C/O CT CORPORATION
116 Pine St., Suite 320
Harrisburg, PA 17101

Case Number :

Type of pleading :

COMPLAINT

Code and Classification : 010

Filed on behalf of

WENDY CLAYTON

(Name of the filing party)

[X] Counsel of Record
[ ] Individual, If Pro Se

Name, Address and Telephone Number :
DAVID J. GORBERG
1900 ALLEGHENY BLDG
429 FORBES STREET
PITTSBURGH PA 15219
412-894-9970

Attorney's State ID : 53084

Attorney's Firm ID :

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

RYAN FRANTZ
PLAINTIFF

VS.

FORD MOTOR COMPANY
DEFENDANT

ARBITRATION DOCKET

NO. _____ - _____ - _____

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: **YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

Ryan Frantz
24 Wilgus Road
Hillsdale, PA 15746

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, Ryan Frantz, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 24 Wilgus Road, Hillsdale, PA 15746

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about Decemer 18, 2009, Plaintiff purchased a new 2010 Ford F-350 (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTWW3BR3AEB06825. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $59,841.61.

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

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about December 18, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, Defective rear and front seals and electrical system.. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

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

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

21. Plaintiff uses the subject product for personal, family and household purposes.

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

23. Defendant failed to make effective repairs.

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

25. Section 15 U.S.C. §2310 (d) (1) provides:

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as

if set forth at length herein.

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X _____
DAVID J. GORBERG

Date: _____

PENNSYLVANIA VEHICLE REGISTRATION

MV-105A(05-07)
6170

DYREGCRD061700I%

PennDOT is proud to provide you with your new registration credential.

PLEASE SIGN YOUR CREDENTIAL - To validate your credential, you need to sign your name in ink as indicated below. The registration must be available when the vehicle is in use.

DID YOU CHANGE YOUR ADDRESS? - It is important that we have your current address, and the law requires that any changes be reported to PennDOT within 15 days. Please notify PennDOT of any address change by writing to: PennDOT, Bureau of Motor Vehicles, Harrisburg, PA 17104-2516. Please include the following information with your change of address request: your full street address (including P.O. box number, rural delivery, route number or apartment number, if applicable), city, state and zip code. Please remember P.O. box numbers may be used in addition to the actual address, but cannot be used as the only address. You may also change your address online at Online Services Center at WWW.DMV.STATE.PA.US.

PENNSYLVANIA'S LITTERING LAWS - As a reminder, Pennsylvania has laws against littering on our roadways and on public and private property. Under law, PennDOT is required to include this statement on vehicle credentials to remind motorists of littering laws. By signing your registration credential, you acknowledge that you have received notice of this provision.

Section 3709 of the Pennsylvania Vehicle Code provides for a fine of up to $300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.

For any violation of Section 3709, you may be subject to a fine of up to $300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within the vehicle with your permission, if you do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.

PLEASE DRIVE SAFELY AND REMEMBER TO BUCKLE UP

THE REGISTRATION STICKER FOR YOUR LICENSE PLATE IS IN THE POCKET ON THE REVERSE SIDE OF THE ENVELOPE.

Detach Here — 1 OF 1 — S — Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: NOV 30 2011 VALID: 09/16/10

PLATE: [redacted]
TITLE: [redacted]
VIN: [redacted]
YR/MAKE: [redacted]
TYPE: [redacted]
WID: [redacted]

REG. GROSS WT: 10000
UNLADEN WEIGHT: 07436
CLASS: 4A

SIGNATURE

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

[redacted]
HILLSDALE PA
[redacted]

Ryan

BUYER'S ORDER

LAUREL FORD INC
135 FORD DRIVE
HINDBER, PA 15963
814-467-5565

DEAL#: 10634
7435217

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☐ NEW or ☐ USED ☐ DEMO ☐ CAR ☐ TRUCK PRIOR USE:

R.	MAKE	MODEL	TYPE
	10 FORD	F350 PICKUP	TK

COLOR	TRIM	MILEAGE
RED		257

IN: [redacted]

STOCK NO.: F019220 | SALESMAN: LONG SCOTT

DATE: 12/19/09

[redacted]
CITY: HILLSDALE PA [redacted] STATE: ZIP:
PHONE RES.: [redacted] PHONE BUS.:
SOC. SEC. NO.: [redacted] AGE: DATE OF BIRTH:

DESCRIPTION OF TRADE IN

R.	MAKE	MODEL	TYPE
	07 FORD	F350 PICKUP	PU

COLOR	TRIM	MILEAGE
		106480

IN: [redacted]

TITLE NO.: [redacted] PLATE NO.: [redacted] 03/31/10

[redacted] LOAN #:

LIENHOLDER: HILLSDALE CONSTRUCTION & EXC PHONE:

ADDRESS: SPOKE WITH:

AMOUNT: GOOD TILL: VERIFIED BY:

COLLISION COVERAGE

NAME OF AGENT: FIRST NATIONAL INS AG LLC PHONE: 8147244850

ADDRESS:

POLICY NUMBER: [redacted] COLLISION DEDUCTIBLE:

INSURANCE CO.: MOTORISTS MUTUAL INS CO SPOKE WITH:

EFFECTIVE DATE: [redacted] EXP. DATE: 03/31/10 VERIFIED BY:

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

PURCHASER'S SIGNATURE X

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages

PRICE OF VEHICLE	55205.00
FULL PROTECTION PKG	425.00
REBATE	4500.00

DEAL COMPLETE AS AGREED.
NO FURTHER PROMISES
THANK YOU.

EXTENDED WARRANTY TYPE ~~DECLINED~~
MONTHS MILES

Cash Price of Vehicle & Accessories	51130.00
Sales Tax	2767.80
REGISTRATION 22.50 / TITLE 6.00 / TRANSFER 5.00 / ENCUMBRANCE	33.50
Documentary Fee	120.00
Messenger Fee	
Notary Fee	
PA TIRE TAX	5.00
ONLINE REGISTRATION FEE	14.15
Total Price	54070.45
Trade-In	5000.00
*Payoff Amount Is Subject To Verification — Less Payoff *	
Net Trade In	5000.00
Deposit	-
Cash on Delivery	40070.45
Net + Deposit + Cash on = Total Down Payment	

the amount of $

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause.

Trade [redacted] Delivery [redacted]

Unpaid Balance of Total Price 9000.00

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

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

☐ BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X [redacted] DATE _____

MANAGER'S APPROVAL _____ (Must Be Accepted By An Authorized Representative of the Dealer) 12/18/

CO-BUYER SIGNS X _____ DATE _____

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 12/18/2009

1-800-727-7000

Ford Credit

www.fordcredit.com

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	SELLER/CREDITOR (Seller Name and Address)
[redacted] C HILLSDALE PA [redacted]	LAUREL FORD INC 135 FORD DRIVE WINDBER, PA 15963

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	257	2010 FORD	F350 PICKU	1FTWW3BR3AE[redacted]	☐ Personal ☐ Agricultural ☒ Commercial

ITEMIZATION OF AMOUNT FINANCED

1. **Cash Price** ..... $ 58411.95 (1)
2. **Down Payment**
   - **Third Party Rebate Assigned to Seller** ..... $ 4500.00
   - **Cash Down Payment** ..... $ 40070.45
   - **Trade-in** 1997 FORD (Year and Make) $ 5000.00 (Gross Allowance) $ N/A (Amount Owing) $ 5000.00
   - **Total Down Payment** ..... $ 49570.45 (2)
3. **Unpaid Balance of Cash Price** (1 minus 2) ..... $ 8841.50 (3)
4. **Amounts paid on your behalf (Seller may be retaining a portion of these amounts)**
   - **To Public Officials**
     - (i) for license ($ N/A), title ($ 22.50), & registration ($ 6.00), fees $ N/A ;
     - (ii) for filling fees $ 5.00 ;
     - (iii) for taxes (not in Cash Price) $ N/A $ 33.50
   - **To Insurance Companies for:**
     - **Credit Life Insurance** (for term of contract) ..... $ N/A
     - **Credit Disability Insurance** (for term of contract) ..... $ N/A
     - N/A (Term N/A Months) ..... $ N/A
     - N/A (Term N/A Months) ..... $ N/A
     - To N/A for N/A $ N/A
     - To LAUREL FORD INC for Documentation Fee $ 120.00
     - To N/A for N/A $ N/A
     - To N/A for N/A $ N/A
     - To ST OF PA for TIRE FEE $ 5.00
     - To N/A for N/A $ N/A
     - To N/A for N/A $ N/A
     - To N/A for N/A $ N/A
     - To N/A for N/A $ N/A
   - **Total** ..... $ 158.50 (4)
5. **Amount Financed** (3 plus 4) ..... $ 9000.00 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 49570.45
8.79 %	$ 1271.16	$ 9000.00	$ 10271.16	$ 59841.61

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
		☒ Monthly ☐ Semi-Annually ☐ Annually
36	285.31	starting 01/17/2010
N/A	N/A	N/A
N/A	N/A	

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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

Credit
☐ Life N/A (Insurance Company)
$ N/A (Premium) N/A (Insured(s))
You want Credit Life Insurance.
N/A (Buyer Signs)
N/A (Co-Buyer Signs)

Credit
☐ Disability N/A (Insurance Company)
$ N/A (Premium) N/A (Insured(s))
You want Credit Disability Insurance.
N/A (Buyer Signs)
N/A (Co-Buyer Signs)

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
N/A	$ N/A
By N/A	N/A

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller $0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than $1.00.

Buyer Signs N/A

Co-Buyer Signs N/A

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

☐ **Debt Cancellation Waiver Addendum (Optional)**
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs N/A

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A $ N/A Term N/A
N/A $ N/A Term N/A
N/A $ N/A Term N/A

Buyer Signs X

NON-MODIFICATION DISCLOSURE

Any [redacted]

[redacted] Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to [redacted]

[redacted] Signs

Co-Buyer Signs X

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

[redacted] X [redacted] Signs

Co-Buyer [redacted] Signs

Seller LAUREL FORD INC By X [redacted] Title Bus Mgr

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to Ford Motor Credit Company ("Assignee").

To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordcredit.com.

LAUREL FORD INC
135 FORD DRIVE
WINDBER, PA 15963
814-467-5565

DEAL#: 10636
7436202

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☐ NEW or ☐ USED ☐ DEMO ☐ CAR ☐ TRUCK PRIOR USE:

R.	MAKE	MODEL	TYPE
97	FORD	F250 PICKUP	PU

OLOR	TRIM	MILEAGE
		196480

IN
1 F T H F 2 6 F 7 V E B 3 7 8 6 1

TOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT
F019221	WHOLESALE	

DESCRIPTION OF TRADE IN

R.	MAKE	MODEL	TYPE

OLOR	TRIM	MILEAGE

IN

ITLE NO.	PLATE NO.	EXP. DATE

WNER	LOAN #

ENHOLDER	PHONE

DDRESS	SPOKE WITH

MOUNT	GOOD TILL	VERIFIED BY

COLLISION COVERAGE

AME OF AGENT	PHONE

DDRESS

OLICY NUMBER	COLLISION DEDUCTIBLE

ISURANCE CO.	SPOKE WITH

FFECTIVE DATE	EXP. DATE	VERIFIED BY

WARRANTY INFORMATION

] FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

] USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

] AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

URCHASER'S
IGNATURE X

ISED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE VINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. NFORMATION ON THE WINDOW FORM OVERRIDES ANY ONTRARY PROVISIONS IN THE CONTRACT OF SALE.

UÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA NFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA ARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE ONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA ENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN ONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

you cancel this purchase agreement or refuse to take delivery of the vehicle

NAME	DATE
[redacted]	12/19/08

CITY	STATE	ZIP
CHERRY TREE PA [redacted]		

PHONE RES.	PHONE BUS.
[redacted]	

SOC. SEC. NO.	AGE	DATE OF BIRTH

PRICE OF VEHICLE 5000.00

DEAL COMPLETE AS AGREED.
NO FURTHER PROMISES
THANK YOU.

EXTENDED WARRANTY TYPE DECLINED

MONTHS MILES

Cash Price of Vehicle & Accessories 5000.00

Sales Tax

REGISTRATION TITLE TRANSFER ENCUMBRANCE

Documentary Fee

Messenger Fee

Notary Fee

PA TIRE TAX

Total Price 5000.00

Trade-In

Less Payoff *

Net Trade In

Deposit

Cash on Delivery

*Payoff Amount Is Subject To Verification

ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $
PURCHASER'S SIGNATURE X _____
Purchaser hereby acknowledges to the above clause.

Net Trade + Deposit + Cash on Delivery = Total Down Payment

Unpaid Balance of Total Price 5000.00

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

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

☐ **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.**

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X [redacted]

[redacted] (Must Be Accepted By An Authorized Representative of the Dealer)

CO-BUYER SIGNS X _____ DATE 12/18/0[redacted]

AUTO ARMOR
ENTIRE CAR PROTECTION

P.O. Box 1098
Oak Brook, IL 60522
1-800-323-3521

Warranty Registration Form*

PLEASE CHECK THE APPROPRIATE BOX:

ECP

☒ **New** Eligibility: Current and Previous model year

☐ **Pre-Driven (Used)** Eligibility: up to three (3) model years regardless of mileage

☐ **Lease Term:** ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months ☐ Other _____ (Please specify.)
(Environmental Paint & Interior Only)

Vehicle Owner's Name [redacted]
Vehicle Owner's Address [redacted]
Make, Model and Year FORD F350 PICKUP 2010
Dealer Name & LAUREL FORD INC
Dealer Address 135 FORD DRIVE WINDBER, PA 15963
Mileage at Application 12/18/09 Purchase Price $ 257 Applied Date: 12/18/09

TYPE ONLY NO STAPLES

AUTO ARMOR
ENTIRE CAR PROTECTION

P.O. Box 1098
Oak Brook, IL 60522
1-800-323-3521

Warranty Registration Form*

PLEASE CHECK THE APPROPRIATE BOX:

ECP

☐ New Eligibility: Current and Previous model year

☐ Pre-Driven (Used) Eligibility: up to three (3) model years regardless of mileage

☐ Lease Term: ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months ☐ Other _____ (Please specify.)
(Environmental Paint & Interior Only)

Vehicle Owner's Name [redacted]
Vehicle Owner's Address [redacted] HILLSDALE PA
Make, Model and Year FORD F350 PICKUP 2010
Dealer Name & LAUREL FORD INC
Dealer Address 135 FORD DRIVE WINDBER, PA 15963
Mileage at Application 12/18/09 Purchase Price $ 257 Applied Date: 12/18/09

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(Environmental Paint & Interior Only)

Vehicle Owner's Name [redacted]
Vehicle Owner's Address [redacted] 12 PA
Make, Model and Year FORD F350 PICKUP 2010
Dealer Name & LAUREL FORD INC
Dealer Address 135 FORD DRIVE WINDBER, PA 15963
Mileage at Application 12/18/09 Purchase Price $ 257 Applied Date: 12/18/09

(Check all that apply)

Environmental Paint & Surface Corrosion Protection

NEW or Pre-Driven	ASRSP	(10 Year Corrosion Perforation, 7 Year Environmental Paint & 5 Year Surface Corrosion Protection Pre-Driven (used) Vehicles: 6 Year Corrosion Perforation, 3 Year Environmental Paint, and 3 Year Surface Corrosion Protection from the date of product application)	____
NEW	AEF	(10 Year Corrosion Perforation, 5 Year Environmental Paint & 5 Year Surface Corrosion Protection)	____

Corrosion and Sound Shield

NEW	LG	(10 year Corrosion Perforation Protection NON-COMMERCIAL, 5 year-Corrosion Perforation Protection-COMMERCIAL)	____
Pre-Driven	RS	(6 year Corrosion Perforation Protection NON-COMMERCIAL)	____
NEW or Pre-Driven	QC	(10 year Underbody Protection...For a Quieter Ride)	____

Environmental Paint (only)

NEW	ASXGE	(7 Year - Renewable Environmental Paint Protection)	____
NEW	XGE	(5 Year Environmental Paint Protection - Non-renewable)	____

Environmental Wheel Appearance Protection

NEW or Pre-Driven	AWHL	(Professionally applied protection against damage from: Brake Dust, Road Salt, and Ocean Spray) (Term: New Vehicles Five (5) Year / Pre-Driven (Used) Three (3) Year)	____

Interior - Fabric & Leather/Vinyl

NEW or Pre-Driven	ASIP	(7 Year - Renewable Interior Fabric & Leather/Vinyl Protection / Pre-Driven (used) Three (3) Years)	____
NEW	IP	(5 Year Interior Fabric & Leather/Vinyl Protection - Non-renewable)	____

Interior Protection Plus

NEW or Pre-Driven	ARTB	(Added protection against everyday mishaps and accidents: Coverage against accidental rips, tears, punctures and burns. Must be purchased with Interior protection. (see above)) The term is equal to the primary interior protection warranty.	____

LEASE PROTECTION

Lease	LSED	(Environmental Paint Protection & Interior Protection including DENT PROTECTION Coverage) (Coverage for the Lease term)	____
Lease	LSE	(Environmental Paint Protection & Interior Protection (only))	

ECP
Entire Car Protection
As Seen On Over
40
MILLION
VEHICLES
since
1969

[redacted] [redacted] (Added protection against everyday mishaps and accidents: Coverage against accidental rips, tears, punctures and burns. Must be purchased with interior protection. (see above)) The term is equal to the primary interior protection warranty. _____

LEASE PROTECTION

Lease LSED (Environmental Paint Protection & Interior Protection including DENT PROTECTION Coverage) (Coverage for the Lease term) _____

Lease LSE (Environmental Paint Protection & Interior Protection (only)) (Coverage for the Lease term) _____

APPEARANCE PROTECTION INFORMATION STATEMENT: Before you decide to purchase Appearance Protection products from us, we encourage you to review the vehicle manufacturer's warranty; specifically with respect to corrosion perforation, surface corrosion, paint deterioration, interior staining, and the written policy statement of the vehicle manufacturer or distributor, if any, with respect to after manufacturer Appearance Protection products including corrosion, paint, and interior protection. SUCH WARRANTY AND STATEMENTS, IF ANY, ARE AVAILABLE FOR YOUR REVIEW PRIOR TO YOUR SIGNING ANY AGREEMENT. ASK YOUR SALESPERSON FOR COPIES. Acknowledgement: This is to verify the above has been presented to me at the time of my motor vehicle purchase.

The purchase of these products are not required as a condition for obtaining credit (financing) on your vehicle.

Acknowledgement: This is to verify the above has been presented to me at the time of my motor vehicle purchase.

Date: _____ Buyer: _____ Co-Buyer: _____

CUSTOMER DECLINATION OF ADDITIONAL APPEARANCE PROTECTION COVERAGE

☐ Environmental Paint & Surface Corrosion Protection ☐ Environmental Wheel Appearance Protection ☐ Interior Protection ☐ Lease Protection ☐ Corrosion Protection

☐ Environmental Paint Protection (only) ☐ Interior Protection Plus - Rips, Tears, Punctures & Burns ☐ Sound Shield ☐ Other _____

Buyer: _____ Co-Buyer: _____

***This document is an Application for the APPEARANCE PROTECTION coverage. If this Application is accepted by ECP, then it will become Your Contract.**

***WARRANTY REGISTRATION:** The registration of this warranty is required and must be submitted to ECP to become effective. The registration copy must be mailed in to ECP Incorporated, P.O. Box 1098, Oak Brook, Illinois 60522, by the selling dealer within sixty (60) days of the date of the application to initiate coverage. ECP reserves the right to reject this registration, without obligation to any party if it is not fully and accurately completed, or if the proper fees are not submitted to ECP by the dealer.

© 2009 ECP Incorporated 04/09

White - ECP Copy Yellow - Dealer Copy Pink - Customer Copy AA1000 #1420 AA FI C

LAUREL FORD LINCOLN

Telephone (814) 467-5565 · 135 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

LINCOLN

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
10FEB11	28FEB11	F019220	1FTWW3BR3AE[redacted]	[redacted]			09MAY11	82955

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
13:58	10:30	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	16	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27837	27837	

TECH. NO.	HOURS	LETTER	RETAIL	TOTAL
A DRIVER STATES REAR MAIN SEAL IS LEAKING				
CAUSE: FRONT AND REAR CRANK SEALS HAD TO BE REPLACED				
6700A SEAL - CRANKSHAFT FRONT - REPLACE (6700) - L				
	4.0	M		(N/C)
1 8C3Z*6700*A SEAL ASY - CRANKSHAFT OIL - FR				(N/C)
1 3C3Z*6701*B SEAL ASY - CRANKSHAFT OIL				(N/C)
1 3C3Z*6D083*AA GASKET				(N/C)
6701A SEAL - CRANKSHAFT REAR MAIN (FULL CIRCLE TYPE) - REPLACE (6701/6K301) - L				
	4.0	M		(N/C)
EC: L65 D8				
PART#: 8C3Z*6700*A				
COUNT: 1				
CLAIM TYPE:				
AUTH CODE:				
B DRIVER STATES DRIVER SIDE HEATED SEAT IS INOP				
CAUSE: SUBLET - REPLACED SEAT HEATER ELEMENT				

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X _____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN 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.

_____ DATE

LAUREL FORD LINCOLN
Telephone (814) 467-5565 · 135 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO	VEHICLE IDENTIFICATION	CUST. NO	TAG NO	P.O. NO	INVOICE PRINTED	INVOICE NO
10FEB11	28FEB11	F019220	1FTWW3BR3AE[redacted]	[redacted]			09MAY11	82955

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO	CUST. PAY LABOR RATE	DELIVERY DATE	SHIPPED BY	BA
13:58	10:30	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	16	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27837	27837	

	HOURS	LIST/UNIT	NET/UNIT	TOTAL
M SUBLET TO J&J TOPPERS				
40 W				(N/C)
1 6C3Z*14D696*A ELEMENT ASY - HEATING				(N/C)
FC: 856 42				
PART#: 6C3Z*14D696*A				
COUNT:				
CLAIM TYPE:				
AUTH CODE:				
SUBL REPLACED SEAT HEATER ELEMENT PO#1631				
W				(N/C)
C DRIVER STATES TRAILER LIGHTS ARE CORRODED OFF				
CAUSE: REPLACED TRAILER PLUG				
12200A WIRING ASSEMBLY - REPAIR - 1				
40 W				(N/C)
1 9U5Z*14489*MAA SLEEVE - WIRING				(N/C)
FC: L29 X2				
PART#: 9U5Z*14489*MAA				
COUNT:				
CLAIM TYPE:				
AUTH CODE:				

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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LAUREL FORD LINCOLN
Telephone (814) 467-5565 · 135 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
10FEB11	28FEB11	F019220	1FTWW3BR3AE[redacted]	[redacted]			09MAY11	82955

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY AMOUNT TAX	DELIVERY DATE	PREPARED BY	B/A
13:58	10:30	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	16	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27837	27837	

D DRIVER STATES PASSENGER SIDE LUMBAR KNOB BROKEN OFF	
CAUSE: REPLACED KNOB & 999A REPLACED BROKEN KNOB	
40 W	(N/C)
1 8C3Z*2561199*AA HANDLE - SEAT BACK ADJUSTING	(N/C)
RC: S15 01	
PART#: 8C3Z*2561199*AA	
COUNT:	
CLAIM TYPE:	
AUTH CODE:	
E DRIVER STATES WINDOW SEAL ON DRIVER DOOR HAS LARGE GAP	
CAUSE: WINDOW RUN DISTORTED, REPLACED RUN 21596A RUN - FRONT DOOR GLASS TOP - REPLACE (21546/21596/21597) - L	
40 W	(N/C)
1 8C3Z*2521597*A RUN - DOOR GLASS	(N/C)
RC: B64 42	

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

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www.laurelautogroup.com

LINCOLN

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
10FEB11	28FEB11	F019220	1FTWW3BR3AE[redacted]	[redacted]			09MAY11	82955

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
13:58	10:30	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	16	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
27837	27837	

PART#: 8C3Z*2521597*A
COUNT:
CLAIM TYPE:
AUTH CODE:

F DRIVER STATES SLAMS HARD INTO 4WD UPHILLS
N/C UNABLE TO DUPLICATE
40 C 0.00 0.00
G 814-243-6724
CAUSE:
RENTAL RENTAL
40 WR (N/C)
SUBL RENTAL
WR (N/C)

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

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X

VEHICLE HAS BEEN EQUIPPED WITH AN EDGE PERFORMANCE SYSTEM. CRANKCASE PRESSURES ARE SEVERLY ELEVATED WITH THIS SYSTEM. FORD WILL NOT WARRANTY ADDITIONAL OIL LEAKS. TECH NOTED DPF HAS BEEN REMOVED

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

PAGE 1

LAUREL FORD LINCOLN

Telephone (814) 467-5565 · 135 Ford Drive
Windbar, Pennsylvania 15963
www.laurelautogroup.com

LINCOLN

[redacted]

PAT. ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
25FEB11	17MAR11	F019220	1FTWW3BR3AE[redacted]				09MAY11	83282

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:47	10:37	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	16	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
28168	28168	

	TOTAL
A DRIVER STATES OIL LEAKING BADLY	
N/C REPLACED FUEL PUMP COVER AND SUPPLY	
TUBES THAT WERE LEAKING	
40 ISP	(N/C)
1 8C3Z*9G805*B COVER -	
FUEL PUMP	(N/C)
1 8C3Z*9A332*B TUBE -	
FUEL SUPPLY	(N/C)
1 8C3Z*9A332*A TUBE -	
FUEL SUPPLY	(N/C)
1 8C3Z*9T516*B TUBE ASY	(N/C)
B DRIVER STATES ONE-TOUCH WINDOW OPENER ON	
DRIVER SIDE INOP	
CAUSE: TEST AND REPLACED POWER WINDOW SWITCH	
14529A POWER WINDOW DOOR SWITCH - REPLACE	
(14529/14B132) - L	
40 W	(N/C)
1 6L2Z*14529*BAA SWITCH	
- WINDOW CONTROL - DOUB	(N/C)
FC: G07 42	
PART#: 6L2Z*14529*BAA	
COUNT:	
CLAIM TYPE:	
AUTH CODE:	

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

000378

MIKES AUTO & TOWING LLC

530 Harrison St.
Clymer, PA 15728
Phone (724) 254-2450
FAX (724) 254-1623

TOWING REPORT

OWNER
NA [redacted]
AD
CI ZIP
PHONE Hillsdale PA [redacted]

PAY METHOD
- ☐ CASH
- ☐ CHECK # _____
- ☐ CREDIT CARD
- ☐ ON ACCOUNT

DATE	TIME	REQUESTED BY	MILEAGE BEFORE TOW
3-23-11	☐ AM ☐ PM	Ryan	

YEAR	MAKE/MODEL/COLOR	
2010	Ford F-350	1FTW W3BR 5AE [redacted]

DRIVER | REGISTRATION NO. [redacted]

LOCATION OF VEHICLE: Rte 56 - Buck Run | TO [redacted]

MILEAGE	SERVICE TIME	EXTRA TIME
FINISH 18852	FINISH	FINISH
START 18842	START	START
TOTAL 10	TOTAL	TOTAL

SPECIAL EQUIPMENT

☐ SLING/HOIST TOW	☐ FLAT TIRE	☐ SINGLE LINE WINCHING
☐ WHEEL LIFT	☐ OUT OF GAS	☐ DUAL LINE WINCHING
☐ FLAT BED/RAMP	☐ WRECK	☐ SNATCH BLOCKS
☐ START	☐ RECOVERY	☐ SCOTCH BLOCKS
☐ LOCK OUT	☐ _____	☐ _____

I HAVE BEEN ADVISED THAT MY VEHICLE MAY BE DAMAGED IF WINCHED, TOWED, UNLOCKED OR LEFT ON UNATTENDED PREMISES. I RECOGNIZE THE DIFFICULTY INVOLVED AND I AGREE NOT TO HOLD THE TOWING SERVICE RESPONSIBLE FOR SUCH DAMAGE SHOULD IT RESULT.

SIGNATURE OF CAR OWNER OR AGENT _____ DATE _____

VEHICLE WILL NOT BE RELEASED UNTIL TOWING SERVICE IS PAID.

REMARKS

MILEAGE CHG.	35 00
TOWING CHG.	45 00
LABOR CHG.	
STORAGE CHG.	
SUBTOTAL	
TAX	
TOTAL	80 00

TK#2
SIGNATURE OF TOW OPERATOR DATE

AUTHORIZED SIGNATURE DATE

Mail to:
Ryans Trail

PAGE 1

LAUREL FORD LINCOLN

Telephone (814) 467-6686 · 135 Ford Drive
Windbor, Pennsylvania 15963
www.laurelautogroup.com

[redacted] CO I
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

LINCOLN

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
08APR11	04MAY11	F019220	1FTWW3BR3AE[redacted]				04MAY11	84273

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	D/A
08:00	16:12	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	3	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
28290	28290	

	TOTAL
A DRIVER STATES TRUCK RUNS POORLY	
CAUSE: REPLACED HIGH PRESSURE FUEL PUMP	
6005E2 KEY ON ENGINE OFF - KOEO CHECK - TEST - L	
40 W	(N/C)
6005E4 SCAN TOOL TEST - DATA LIST MONITORING - TEST - L	
40 W	(N/C)
6005E45 DIESEL HARD START/NO START - DIAGNOSTIC PIN POINT TEST - L	
40 W	(N/C)
6005PA 6.0/6.4 DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (12B599/5H221/6049/6051/9A543/9B527) - L	
40 W	(N/C)
6007B CAB ASSEMBLY - REMOVE AND INSTALL (01B24) - L	
40 W	(N/C)
6007B47 PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L	
40 W	(N/C)
6005E11 BLEED THE HIGH PRESSURE FUEL	

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

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I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

LAUREL FORD LINCOLN
Telephone (814) 467-5565 - 135 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
08APR11	04MAY11	F019220	1FTWW3BR3AE[redacted]	[redacted]			04MAY11	84273

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PROMISED BY	B/O
08:00	16:12	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	3	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
28290	28290	

	TOTAL
SYSTEM - L	
40 W	(N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION	(N/C)
1 8C3Z*9A332*B TUBE - FUEL SUPPLY	(N/C)
1 8C3Z*9A332*A TUBE - FUEL SUPPLY	(N/C)
4 *W303659* WASHER	(N/C)
4 8C3Z*6N640*A GASKET	(N/C)
2 8C3Z*6N640*B GASKET	(N/C)
6 *W302494* NUT	(N/C)
10 *W302649* BOLT	(N/C)
2 *95874*S101 STRAP ASY	(N/C)
4 *95874*S101 STRAP ASY	(N/C)
PC: D42 28	
PART#: 8C3Z*9A543*B	
COUNT:	
CLAIM TYPE:	
AUTH CODE:	

** PRE-INVOICE **

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

THANK YOU FOR YOUR BUSINESS.
IF YOU ARE NOT COMPLETELY
SATISFIED WITH THIS SERVICE
VISIT, PLEASE CONTACT ME.
JOHN BINNIE, SERVICE DIRECTOR
(814) 467-5565

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 18 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THIS SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

DUPLICATE 1 PAGE 1

LAUREL FORD LINCOLN
Telephone (814) 467-6666 · 135 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

[redacted] [redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
18APR11	04MAY11	F019220	1FTWW3BR3AE[redacted]	[redacted]			04MAY11	84509

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	P/A
16:13	16:04	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	3	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
28291	28291	

A SINCE FUEL PUMP WAS REPLACED TRUCK WON'T START	
CAUSE: NEW HIGH PRESSURE PUMP THAT WAS INSTALLED DOESNT W ORK REPLACED PUMP PER HOTLINE INSTRUCTED TO REPL ACE INJECTORS FUEL COOLER FUEL FILTE	
6005E2 KEY ON ENGINE OFF - KOEO CHECK - TEST - L	
40 W	(N/C)
6005E4 SCAN TOOL TEST - DATA LIST MONITORING - TEST - L	
40 W	(N/C)
6005E45 DIESEL HARD START/NO START - DIAGNOSTIC PIN POINT TEST - L	
40 W	(N/C)
6005E7 ELECTRIC FUEL PUMP PRESSURE TEST - L	
40 W	(N/C)
6007B CAB ASSEMBLY - REMOVE AND INSTALL (01B24) - L	
40 W	(N/C)
6007B47 PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L	

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X _____

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

SIGNED _____ DEALER, GENERAL MANAGER OR AUTHORIZED PERSON _____ DATE

DUPLICATE 1 PAGE 2

LAUREL FORD LINCOLN
Telephone (814) 467-5565 · 135 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
18APR11	04MAY11	F019220	1FTWW3BR3AE[redacted]	[redacted]			04MAY11	84509

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	MA
16:13	16:04	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	3	16

MILEAGE IN	MILEAGE OUT	LICENSE NO.
28291	28291	

	TOTAL
40 W	(N/C)
9527AT FUEL INJECTOR OR NOZZLE FOR INJECTION PUMP - REMOVE AND INSTALL OR REPLACE (9F593/9E527/9H529) - L	
40 W	(N/C)
6005E1L BLEED THE HIGH PRESSURE FUEL SYSTEM - L	
40 W	(N/C)
6005PA 6.0/6.4 DIESEL COMPONENT REPLACEMENT W/ PRIOR APPROVAL (12B599/5H221/6049/6051/9A543/9E527) - L	
40 W	(N/C)
9155AT FILTER ASSEMBLY - FUEL - REPLACE (9155/9N184) - L	
40 W	(N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION	(N/C)
1 8C3Z*9G805*B COVER - FUEL PUMP	(N/C)
8 8C3Z*9E527*A KIT - FUEL INJECTION	(N/C)
1 8C3Z*9T287*CA MANIFOLD ASY - FUEL	

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

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OWNER DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

DUPLICATE 1 PAGE 3.

LAUREL FORD LINCOLN
Telephone (814) 467-5686 · 136 Ford Drive
Windber, Pennsylvania 15963
www.laurelautogroup.com

[redacted]
HILLSDALE, PA [redacted]

SERVICE ADVISOR FRAN FAHER

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
18APR11	04MAY11	F019220	1FTWW3BR3AE[redacted]				04MAY11	84509

TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	WARRANTY	W/A
16:13	16:04	10	FORD F350 PICKUP	[redacted]	0.00	18DEC09	3	18

MILEAGE IN	MILEAGE OUT	LICENSE NO.
28291	28291	

SUPPLY	(N/C)
1 8C3Z*9N103*B COOLER	
ASY - FUEL	(N/C)
2 *388898*S SEAL	(N/C)
3 VC*7*B ANTI-FREEZE	(N/C)
24 YN*19* REFRIGERANT -	(N/C)
R-134A	(N/C)
1 8C3Z*9N184*C ELEMENT	(N/C)
1 F4CZ*13466*A BULB	(N/C)
FC- D02:42	
PART#: 8C3Z*9A543*B	
COUNT:	
CLAIM TYPE: SPW	
AUTH CODE: PAAGN	

** PRE-INVOICE **

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

LC: A REF. RO: 084273 SVC PART DATE: 04/08/11

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

1FTWW3BR3AE[redacted]

Printer Friendly Page Click Here

OASIS RESULT: 1FTWW3BR3AE[redacted] USA: EN-US 09-MAY-2011 / 09:58:24 / FCXWS448

- VEHICLE INFORMATION

VEHICLE DESCRIPTION: 2010 F-SERIES | BODY STYLE: F-350 CREW CAB 4X4 | ENGINE: 6.4L TC DIESEL V8
TRANSMISSION: TORQSHIFT | AXLE CODE: 3J | ENGINE CALIBRATION
PAINT COLOR: VERMILION WB C/C-W/B | RADIO: AM/FM DVD NAV SDARS NEXT GEN | GROSS VEHICLE WEIGHT: 11,500 LB. GVW
AXLE RATIO: 3.55 FINAL DRIVE RATIO | WHEEL SIZE: 8X20" PREM FORGED POL ALUM WHL | FRONT TIRE: LT275/65R 20E A/T OWL
SYNC VERSION: V3 | VHR ACTIVATED: N

- WARNING MESSAGES

Click here for CUDL

CUDL - DIGITAL IMAGING/RTDA DENIED A WARRANTY REPAIR. SEE CUDL FOR DETAILS
VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

- ACCURATE REPAIR NOTIFICATIONS

ATTENTION TECHNICIANS AND SERVICE MANAGERS:
5.4L KNOCKING NOISE WITH HOT ENGINE AT IDLE SPEED SEE 10-10-04
6.4L MIL P20EX, P2080, P2084, P0544, P02031, P242A, OR P300E 10-23-00

- GENERAL WARRANTY INFORMATION

New Vehicle Base Warranty

WARRANTY START DATE: 18-DECEMBER-2009 | BUILD DATE: 05-DECEMBER-2009 | SALE MILEAGE

- OUTSTANDING FIELD SERVICE ACTIONS

11B23 POWERTRAIN CONTROL MODULE RECALIBRATION

- EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

- WARRANTY REPAIR HISTORY

08-APRIL-2011

DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 084273 ODOMETER: 028290M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 9A543B	PUMP ASY-FUEL INJECT	001	18038E3	38	OPEN CIRCUIT
8C3Z 9A533B	HOSE ASY (FUEL HIGH	001	18038E4		
8C3Z 9A533A	HOSE ASY (FUEL HIGH	001	18038E45		
W363859		006	18037A		
8C3Z 6N640A	GASKET TURBO TO MANI	004	18037J		
8C3Z 9N646B	GASKET TURBO TO MANI	002	18037B47		
W353484		006	18038C13		
W302649		010			
AU074S101		002			
9S574B101		004			

VERIFIED,PERFORM DIESEL DIAG3.REPLACE HIGH PRESSURE FUEL PUMP

24-FEBRUARY-2011

DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 083282 ODOMETER: 028168M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8L3Z 14529DAA	SWITCH ASY-WINDOW RE	001	14998A	42	DOES NOT OPERATE PROPERLY

TEST & REPLACE POWER WINDOW SWITCH

10-FEBRUARY-2011

DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 082955 ODOMETER: 027837M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 6700A	OIL SEAL CYL FRT COV	001	67004	08	FAILED GASKET/SEAL
3C3Z 6701B	CRANKSHAFT REAR SEAL	001	67014		
3C3Z 6B363AA	GASKET-RR COVER	001			

VERIFIED FRONT & REAR CRANK SEALS ARE LEAKING.REPLACE SEALS

10-FEBRUARY-2011

DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 082955 ODOMETER: 027837M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 14D696A	ELEM ASY-ST RK HT RH	001	08L	42	DOES NOT OPERATE PROPERLY

VERIFIED,SUBLET TO JJ TOPPERS TO REPLACE SEAT HEATER

10-FEBRUARY-2011

DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 082955 ODOMETER: 027837M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
9U3Z 14B689AA	SLEEVE-WIRE CONNECTO	001	14200A	32	CONNECTION POOR/NOT MADE

VERIFIED,REPLACE TRAILER PLUG

10-FEBRUARY-2011

DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 082955 ODOMETER: 027837M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 2281198AA	HANDLE FRT SEAT BACK	001	999A	01	BROKEN/CRACKED

VERIFIED.REPLACE KNOB

10-FEBRUARY-2011
DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 082955 ODOMETER: 027837M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 2821087A	RUN F OR CLASS TOP	001	21036A	07	IMPROPERLY ADJUSTED/FITS POORLY

VERIFIED.REPLACE WINDOW SEAL

10-FEBRUARY-2011
DEALER: Laurel Ford Lincoln-Mercury
WARRANTY CLAIM NUMBER: 082956 ODOMETER: 027837M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		03	FREIGHT/POSTAGE/MAINTENANCE

TRANSPORTATION ASSISTANCE PROGRAM

30-NOVEMBER-2010
DEALER: Luther Ford Lincoln
WARRANTY CLAIM NUMBER: 021560 ODOMETER: 020223M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8C3Z 2843000CA	COVER FRT ST CUSH	001	63100ACRB	31	SEWING FAILURE/SPLIT SEAMS
		000	63100ARC		

VERIFIED CONCERN R&I PASSENGER SEAT R&I TRACK R&R SEAT BASE COVER CONCERN CORRECTED

Click Here for Full Warranty History

1 On-line 1078
END OF OASIS REPORT FOR 1FTWW3BR3AEB06825
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FordCredit
P.O. Box 17948
Greenville, SC 29606-8948
1-800-727-7000

Account Number: [redacted]

Vehicle: 2010 FORD F350 1FTWW3BR3AEB06825
Originating Dealer: LAUREL FORD INC
135 FORD DR WINDBER, PA 15963

K04000

08/16/2010
063-S003

P1773W00201592

[redacted]

HILLSDALE PA [redacted]

Dear [redacted]

Congratulations! Your account has been paid-in-full. Please note the following in reference to your contract and title:

Contract Handling

- If a copy of your contract is enclosed, please accept this letter as authentication that the copy is an unaltered optically imaged reproduction of the contract and security agreement.
- If your original contract *is not* enclosed, please accept this letter as notice the contract is paid.

Title/Lien Handling

We have released our lien and forwarded your title or lien statement to either you or the party who paid off the vehicle or to an alternate lien holder as you have directed.

- If your state issues a "paper" title and permits us to send the title directly to you, we have released our lien and have included your title or lien statement with this letter. If you have received a paper title with our lien released upon it, you must submit the title to the state for them to release our lien in their records.
- If your title is not enclosed, it is due to one of the following:
  - Your state may require we forward the "paper" title or lien statement to them in order to have our lien released. This letter is confirmation that we have already done this.
  - Several states use an electronic filing system in which a "paper" title is not issued. If your state uses an electronic titling system this letter is confirmation that we have released our lien electronically and requested the state forward your title to you.
  - You have transferred ownership to another party.
- Some states provide additional disclosures. Those states are AZ, CA, FL, IA, ID, MA, MT, NE, NY, OH, PA, SD, VA, WA and WI. We have provided those disclosures on the back of this document.

Credit Life and/or Disability Insurance and/or GAP Coverage

- If you purchased Credit Life and/or Disability Insurance and/or GAP Coverage, you may be entitled to a refund of the unused Credit Life and/or Disability Insurance and/or GAP Coverage premiums if your contract was paid-in-full prior to its original maturity date. If a refund is due, your dealer will apply for the refund at your request. You may also contact the insurance company directly to apply for your refund.
- State-specific disclosures for AL, IA, IN, KS, MA, MD, NH, NY, OK, UT, VT, WI, WY and PR are provided on the back of this document.

Questions

Please retain this information for your records. As described above, we have processed your title/lien as required by your state. Any questions you may have regarding the status of your title should be directed to the appropriate titling entity in your state.

We appreciate your business. Thank you for allowing us to service your account!

Sincerely,

Ford Credit

1FTWW3BR3AE[redacted] L50 2 20100816 01

[redacted]

TITLE/LIEN HANDLING DISCLOSURES

AZ, CA, ID, MA, PA, VA Residents
Please note your state uses an electronic titling system. If the title is not enclosed, we have released our lien electronically and requested the state forward your title to either you or another party directed by you. If you do not receive your title within six weeks, contact your state titling authority directly.

IA, NE, SD Residents
The original title/release of lien, per state law, has been mailed to the County Treasurer's office where the title was issued. If your title did not list a second lien holder, the office will mail your title to you. If a second lien holder was listed on your title, the office will mail the title to the second lien holder.

MT Residents
We have released our lien to the state's Registrar of Motor Vehicles.

OH Residents
For contracts dated prior to 12/1/06, per state law, the original title/release of lien has been mailed to the Auto Title Office or to another party directed by you. If your title did not list a second lien holder, the Auto Title Office will mail your title to you. If a second lien holder was listed on your title, the office will mail the title to the second lien holder.
For contracts dated on or after 12/1/06, please note your state uses an electronic titling system. If the title is not enclosed, we have released our lien electronically. If you wish to receive a paper title, contact your County Clerk's office to request the title and pay the applicable fee.

WA Residents
For contracts dated prior to 2/27/2006, per state law, we have released your title to the Washington Department of Licensing to have our lien removed. You should expect to receive your clear Washington title in four to six weeks. If you do not receive the title after that time, please contact the Department of Licensing in Olympia at (360) 902-3770.
For contracts dated on or after 2/27/2006, please note your state uses an electronic titling system. If the title is not enclosed, we have released our lien electronically and requested the state forward the title to either you or another party directed by you. If you do not receive your title within six weeks, contact your state titling authority directly.

FL Residents
Please note your state uses an electronic titling system. The title will remain electronic unless you request a "paper" title to be printed. If you are the vehicle owner you do not need a "paper" title when trading your vehicle with a Florida dealership. For other sales or trades, you may request at anytime to have a "paper" title printed. To request a "paper" title, you may visit the FL Division of Motor Vehicle's Web site at http://www.hsmv.state.fl.us/html/emt.htm. The fee is $2.50. If you require an expedited title from a County Tax Collector's office, the fee is $10.00.

NY Residents
We have released our lien to the state's Department of Motor Vehicles. The state will release a clean title to you upon your request for a fee.

WI Residents
If your lien was filed in the state of Wisconsin, the security interest in your vehicle has been released with the Department of Transportation (DOT) in accordance with the current vehicle code. In order to receive a physical title without our lien on it, you will need to return your title to the Wisconsin DOT.

CREDIT LIFE AND/OR DISABILITY INSURANCE AND/OR GAP COVERAGE DISCLOSURES

GAP Coverage information for VT (contracts dated 8/1/05 or later), WI (contracts dated 6/1/05 or later):
For your information, the unused portion of your GAP Coverage premiums was refunded to you at the time of payoff. No separate refund for GAP Coverage premiums will be sent to you.

Credit Life and/or Disability Insurance information for OK, WY:
For your information, the unused portion of your Credit Life and/or Disability Insurance premiums was refunded to you at the time of payoff. No separate refund for insurance premiums will be sent to you.

Credit Life and/or Disability Insurance and/or GAP Coverage information for MD (contracts dated 12/1/05 or later):
For your information, the unused portion of your Credit Life and/or Disability Insurance and/or GAP Coverage premiums was refunded to you at the time of payoff. No separate refund for insurance premiums will be sent to you.

Credit Life and/or Disability Insurance for AL, IA, IN, MA, NY:
For your information, the unused portion of your Credit Life and/or Disability Insurance premiums will be refunded to you in a separate check. If you feel you were entitled to a refund and have not received one 10 days after the date of this notice please contact us at the number shown on the front page.

GAP Coverage for AL, IA, IN:
For your information, the unused portion of your GAP Coverage premiums will be refunded to you in a separate check. If you feel you were entitled to a refund and have not received one 10 days after the date of this notice please contact us at the number shown on the front page.

Credit Life and/or Disability Insurance Information for KS:
If you purchased Credit Life and/or Disability Insurance, you may be entitled to a refund of any unused Credit Life and/or Disability Insurance premiums if your contract was paid-in-full prior to its original maturity date. To obtain your refund, you must contact the originating dealer at the address listed on the front of this notice. For examination purposes, the originating dealer must keep written proof that the refund has been properly made. If you have any questions or have not received a refund within 30 days of your request please contact the office of the State Bank Commissioner, Division of Consumer and Mortgage Lending at 700 SW Jackson, Suite 300, Topeka, Kansas 66603.

Credit Life and/or Disability Insurance Information for UT:
If you purchased Credit Life and/or Disability Insurance, you may be entitled to a refund of any unused Credit Life and/or Disability Insurance premiums if your contract was paid-in-full prior to its original maturity date. To obtain your refund, you must contact the originating dealer at the address listed on the front of this notice.

Credit Life and/or Disability Insurance and/or GAP Information Originating in NH and PR:
If you purchased Credit Life and/or Disability Insurance, pursuant to NH RSA 361-A requirements, or according to PR requirements (depending on state of residence), you may be entitled to a refund of any unused Credit Life and/or Disability Insurance premiums if your contract was paid-in-full prior to its original maturity date. We have notified your originating dealer and the insurance company to refund any unused insurance premiums directly to you. A copy of the notice will be sent to you separately. If you prefer, you may also contact the insurance company, or the dealer, directly to apply for your refund.

045266600

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT DATE 12/10/2009

1-800-727-7000 www.fordcredit.com

Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The SellerCreditor is referred to as "we," "us" or "Seller." You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

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

[redacted]

SELLER/CREDITOR (Seller Name and Address)
LAUREL FORD INC
135 FORD DRIVE
WINDBER, PA
15963

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	257	2010 FORD	F350 PICKU	1FTWW3B83AE[redacted]	☐ Personal ☐ Agricultural ☒ Commercial

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price		$ 59841.95 (1)
2. Down Payment		
Third Party Rebate Assigned to Seller		$ 4500.00
Cash Down Payment		$ 40070.45
Trade-in 1997 FORD (Year and Make)	$ 5000.00 (Gross Allowance)	$ N/A (Amount Owing) $ 5000.00
Total Down Payment		$ 49570.45 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		$ 8841.50 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(1) for license ($ N/A), title ($ 22.50), & registration ($ 6.00), fees $ N/A ;		
(2) for filing fees	$ 5.00 ;	
(3) for taxes (not in Cash Price)	$ N/A	$ 33.50
To Insurance Companies for:		
Credit Life Insurance (for term of contract)		$ N/A
Credit Disability Insurance (for term of contract)		$ N/A
N/A (Term N/A Months)		$ N/A
N/A (Term N/A Months)		$ N/A
To N/A for N/A		$ N/A
To LAUREL FORD INC for Documentation Fee		$ 120.00
To N/A for N/A		$ N/A
To N/A for N/A		$ N/A
To ST OF PA for TIRE FEE		$ 5.00
To N/A for N/A		$ N/A
To N/A for N/A		$ N/A
To N/A for N/A		$ N/A
To N/A for N/A		$ N/A
Total		$ 158.50 (4)
5. Amount Financed (3 plus 4)		$ 9000.00 (5)

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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

Credit ☐ Life N/A Insurance Company
$ N/A Premium N/A Insured(s)
You want Credit Life Insurance.
N/A Buyer Signs
N/A Co-Buyer Signs

Credit ☐ Disability N/A Insurance Company
$ N/A Premium N/A Insured(s)
You want Credit Disability Insurance.
N/A Buyer Signs
N/A Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
N/A	$ N/A
Or N/A	N/A
N/A	$ N/A
Or N/A	N/A

You want the optional insurance for which premiums are included above.
N/A Buyer Signs
N/A Co-Buyer Signs

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	Amount Financed (The amount of credit provided to you or on your behalf)	Total of Payments (The amount you will have paid when you have made all scheduled payments)	Total Sale Price (The total cost of your purchase on credit, including your downpayment of $ 49570.45)
8.79 %	$ 1271.16	$ 9000.00	$ 10271.16	$ 59841.61

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due ☒ Monthly ☐ Semi-Annually ☐ Annually
36	285.31	beginning 01/17/2010
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5.0 percent of the late amount.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

BALLOON PAYMENT AND EXCESS WEAR, USE AND MILEAGE CHARGES

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller $0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of the contract, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than $1.00.

☐ Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the itemization of Amount Financed under Section 4.
Buyer Signs N/A

Anti-Theft Product (Optional)
☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	$ N/A	Term N/A
N/A	$ N/A	Term N/A
N/A	$ N/A	Term N/A

Buyer Signs X

NON-MODIFICATION DISCLOSURE

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

Buyer Signs X [redacted] Co-Buyer Signs X

YOU ACKNOWLEDGE T[redacted] AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep[redacted]

[redacted] this contract.

contract.

Buyer [redacted] Signs

Title

ASSIGNMENT

[redacted] this contract [redacted] rights, privileges, and remedies. By [redacted]

Title

[redacted] THE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

EA11-003 000413LC



From: dcpform@ford.com [mailto:dcpform@ford.com]
Sent: Thursday, July 21, 2011 10:42 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: [redacted]
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review
DEALER INFORMATION:
Dealership Fleet Name: Greenway Ford, Inc.
Requesting Dealer Fleet: GREENWAY FORD
PA Code: 04822
Contact Person: KYLE
Title: SERVICE MANAGER
Phone Number: 4072753200
Fax Number:

8/17/2011

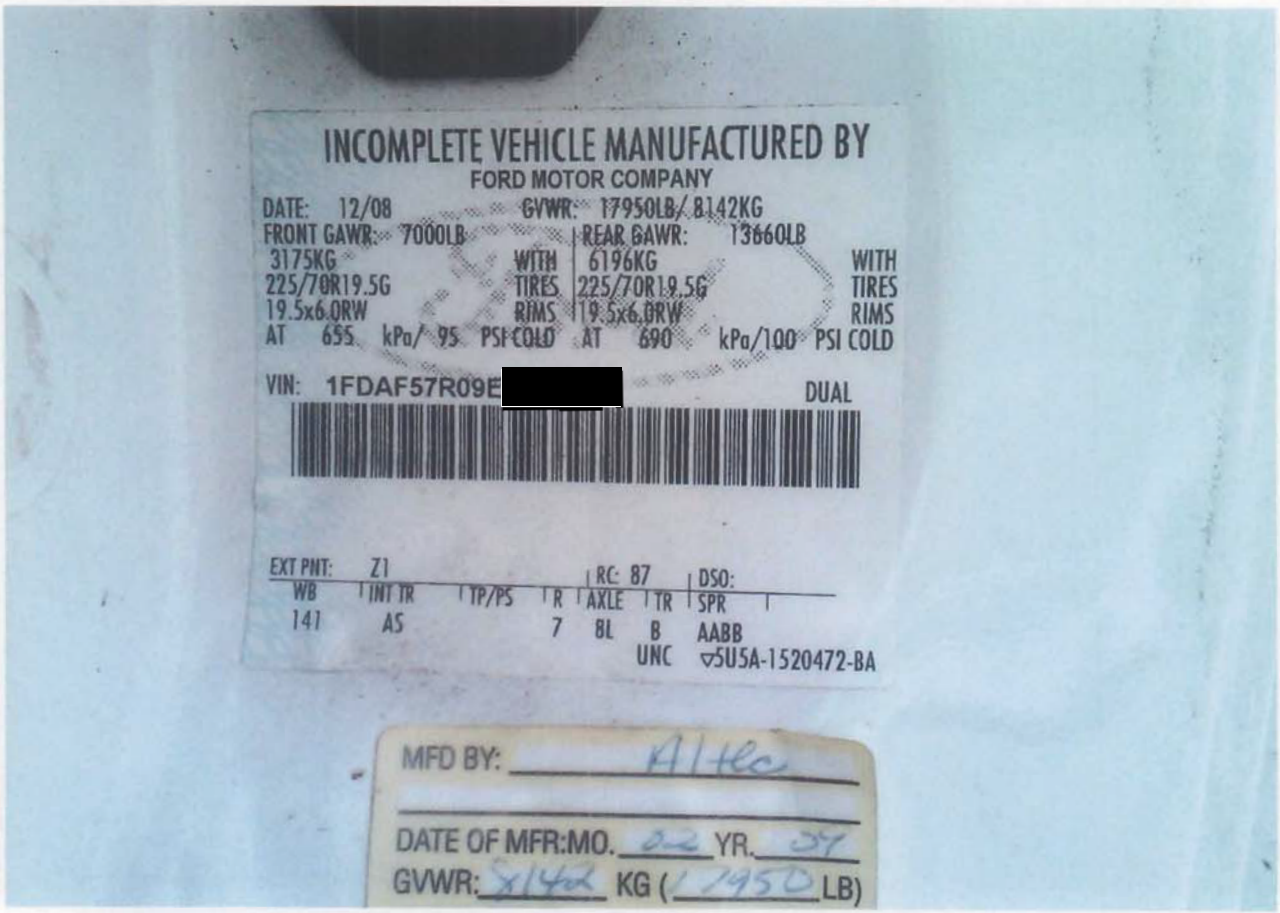
Email: ANTHONYCLOUD@GREENWAY.COM
Region: SOUTH EAST
Address: 9001 EAST COLONIAL DRIVE
City: ORLANDO
State: Florida
Zip Code: 32817
CUSTOMER VEHICLE INFORMATION:
WSD: 1
Vehicle Year: 2009
Vehicle Model: F550
Vehicle VIN: 1FDAF57R09[redacted]
Mileage: 34837
customer Fleet [redacted]
Street Address:
City : ORLANDO
State : Florida
Zip Code : [redacted]
Home Phon
Work Phon
Customer Region: SOUTH EAST
DETAILS OF INCIDENT:
Fire
Date of Incident: 2011-07-18
County incident occurred: USA
Is customer alleging a component defect CAUSED the incident? YES
Details:
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: 32817
Attorney information:
CVO Contact:
Resolution Customer is seeking: UNDER FACTORY WARRANTY HIGH PRESURE FUEL LEAK DAMAGE HARNESS
Comments: REC REPLACING HP FUEL PUMP AND HARNESS.

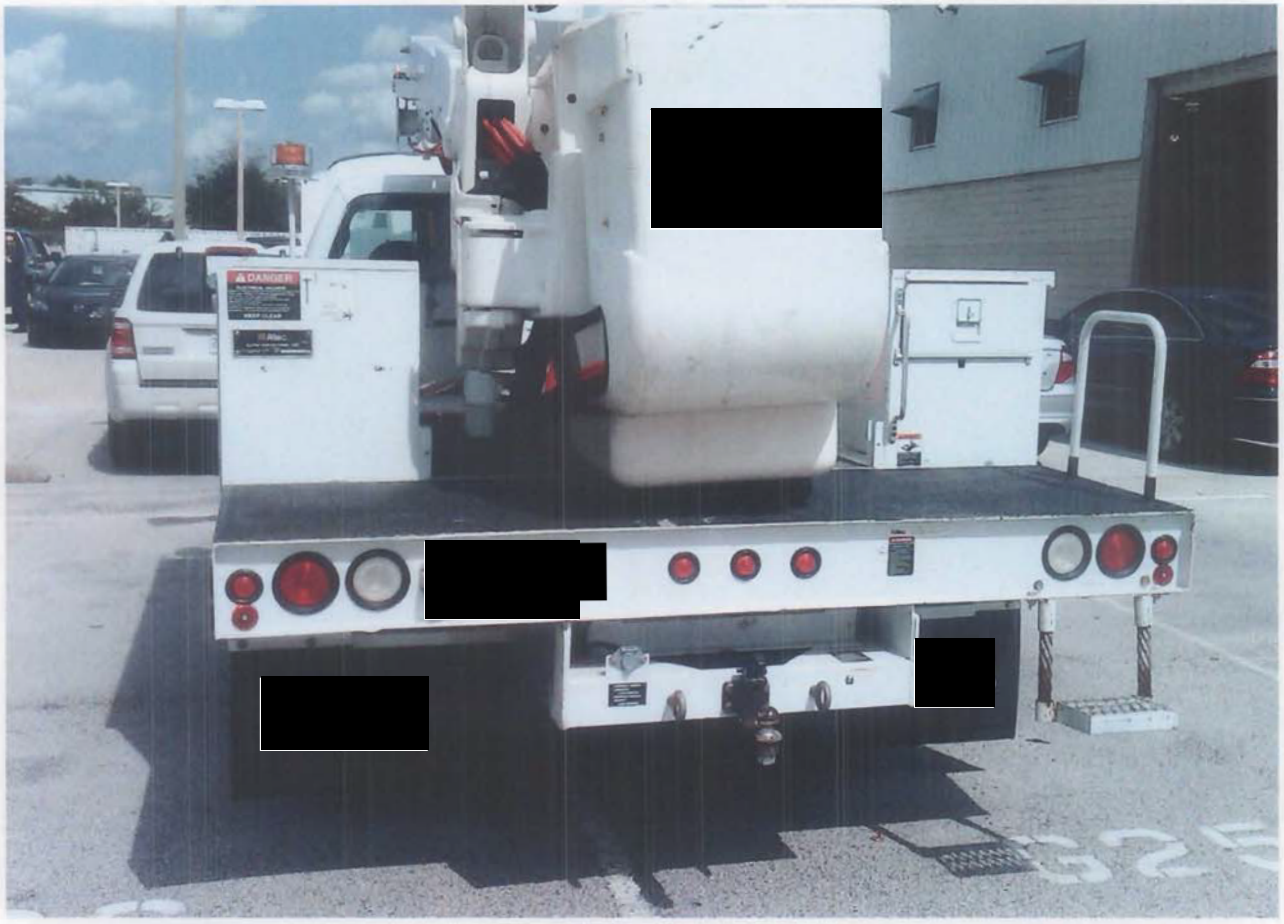
Copyright 2011 Ford Motor Company







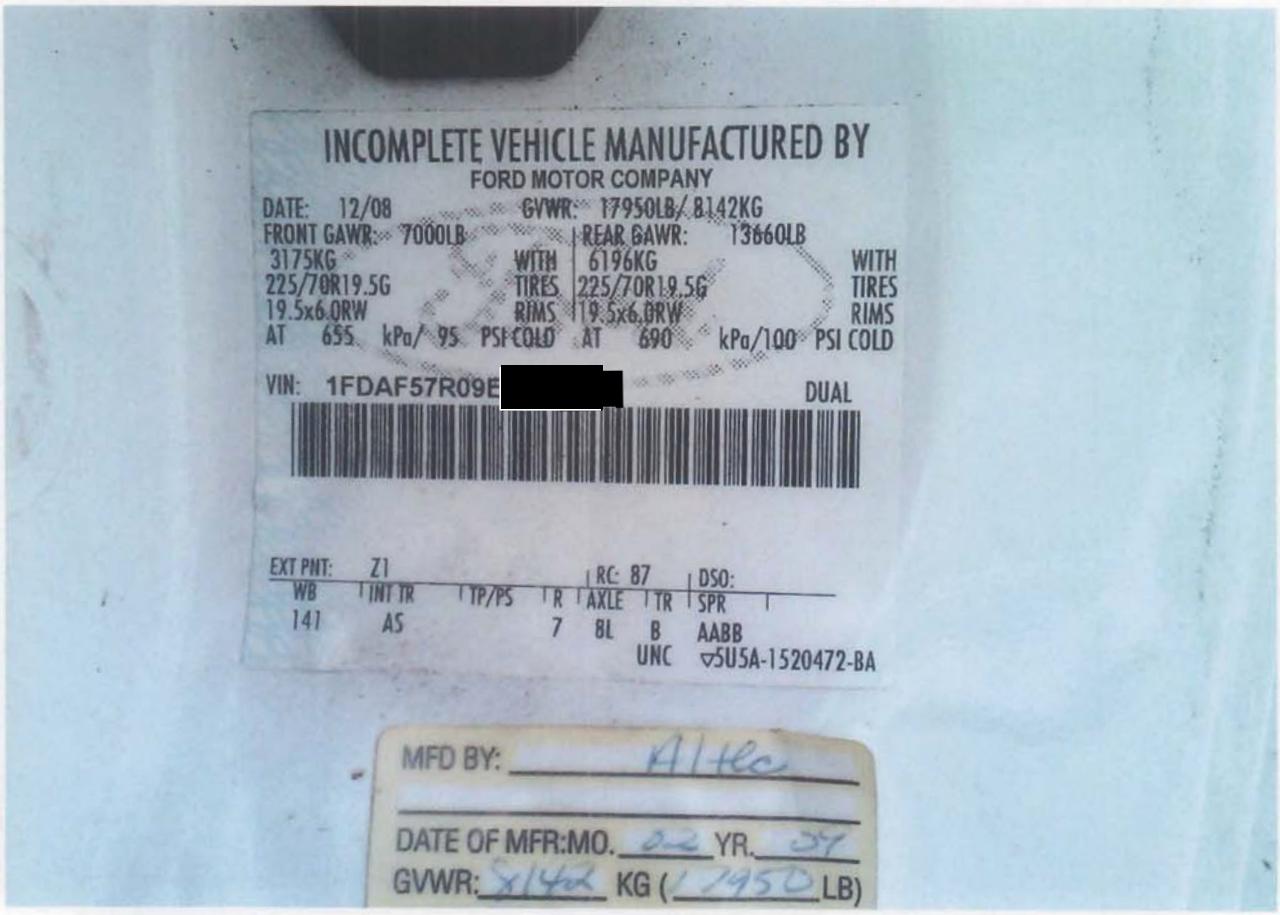

INCOMPLETE VEHICLE MANUFACTURED BY
FORD MOTOR COMPANY
DATE: 12/08
GVWR: 17950LB/ 8142KG
FRONT GAWR: 7000LB
3175KG
WITH
225/70R19.5G
TIRES
19.5x6.0RW
RIMS
AT 655 kPa/ 95 PSI COLD
REAR GAWR: 13660LB
6196KG
WITH
225/70R19.5G
TIRES
19.5x6.0RW
RIMS
AT 690 kPa/100 PSI COLD
VIN: 1FDAF57R09E
DUAL
EXT PNT: Z1
RC: 87
DSO:
WB
INT TR
TP/PS
R
AXLE
TR
SPR
141
AS
7
BL
B
AABB
UNC
5U5A-1520472-BA
MFD BY: Altec
DATE OF MFR:MO. 02 YR. 09
GVWR: 8142 KG (17950 LB)


DANGER





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6196KG
WITH
225/70R19.5G
TIRES
19.5x6.0RW
RIMS
AT 690 kPa/100 PSI COLD
VIN: 1FDAF57R09E
DUAL
EXT PNT: Z1
RC: 87
DSO:
WB
INT TR
TP/PS
R
AXLE
TR
SPR
141
AS
7
BL
B
AABB
UNC
5U5A-1520472-BA
MFD BY: Altec
DATE OF MFR:MO. 02 YR. 09
GVWR: 8142 KG (17950 LB)


DANGER



CT Corporation

Service of Process Transmittal

04/13/2011
CT Log Number 518349597

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Missouri**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltfs. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Notice, Petition, Exhibit
COURT/AGENCY:	Buchanan County Circuit Court, MO Case # 11BUCV01440
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Alleging a defective 2009 Ford Super Duty, VIN 1FTWW31R59EA44180
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Clayton, MO
DATE AND HOUR OF SERVICE:	By Process Server on 04/13/2011 at 08:08
JURISDICTION SERVED :	Missouri
APPEARANCE OR ANSWER DUE:	Within 30 days after service, exclusive of date of service - File Answer // 07/01/2011 at 08:30 a.m. - Status Review Hearing
ATTORNEY(S) / SENDER(S):	Adam Maxwell Krohn & Moss, Ltd. 120 W. Buchanan St., 10th Floor Chicago, IL 60602 312-578-9428
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796986922726 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Meghan Saffell 120 South Central Avenue Suite 400 Clayton, MO 63105
TELEPHONE:	314-863-5545

OFFICE OF THE GENERAL COUNSEL
11 APR 14 P5:34
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

IN THE 5TH JUDICIAL CIRCUIT COURT, BUCHANAN COUNTY, MISSOURI

Judge or Division: RANDALL R JACKSON	**Case Number: 11BU-CV01440**
Plaintiff/Petitioner: ELDON CHRISTIAN GREEN vs.	Plaintiff's/Petitioner's Attorney/Address ADAM CHARLES MAXWELL 445 EAST OHIO STREET APT 2207 CHICAGO, IL 60611
Defendant/Respondent: FORD MOTOR COMPANY	Court Address: BUCHANAN CO COURTHOUSE 411 JULES ST SAINT JOSEPH, MO 64501 **STATUS REVIEW HEARING ON JULY 1, 2011 @ 08:30 A.M. DIVISION 1**
Nature of Suit: CC Breach of Contract	

SERVE

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: FORD MOTOR COMPANY
Alias:

R/A C T CORPORATION SYSTEM
120 S CENTRAL AVENUE
CLAYTON, MO 63105

PETITION/NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

COURT SEAL OF CIRCUIT COURT OF MISSOURI *BUCHANAN COUNTY*

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

4-6-11
Date

D Duke
Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

_____ (name) _____ (title).

☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

_____ Printed Name of Sheriff or Server

_____ Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date

_____ Notary Public

Sheriff's Fees

Summons	$_____
Non Est	$_____
Sheriff's Deputy Salary	
Supplemental Surcharge	$ 10.00
Mileage	$_____ (_____ miles @ $._____ per mile)
Total	$_____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF THE 5TH JUDICIAL CIRCUIT OF MISSOURI

NOTICE OF DISPUTE RESOLUTION SERVICES
(FORM 25.1)

Purpose and Availability of Early Dispute Resolution Services

As a party to a civil lawsuit filed in this court, you are entitled to have your dispute resolved by a judge or a jury. However, recognizing that lawsuits can be expensive, inconvenient and lengthy with uncertain results, you may want to consider an alternative to having your dispute resolved by a judge or jury. In that regard you may want to consider using early dispute resolution services to assist you in settling your dispute. The purpose of early dispute resolution services is to foster early, economical, fair and voluntary settlements by the parties of lawsuits without delaying or interfering with the parties' rights to resolve lawsuits by trial.

THE PURPOSE OF THIS NOTICE IS TO NOTIFY YOU THAT EARLY DISPUTE RESOLUTION SERVICES ARE AVAILABLE TO YOU IF YOU DECIDE THAT SUCH SERVICES WOULD BE HELPFUL IN RESOLVING YOUR DISPUTE. THIS NOTICE IS PROVIDED AS A COURTESY ONLY. IN FURNISHING THIS NOTICE, THE COURT DOES NOT ENDORSE NOR TAKE ANY RESPONSIBILITY FOR THE EARLY DISPUTE SERVICES PROVIDED.

Rights and Obligations in Early Dispute Resolution

The use of early dispute resolution services is strictly voluntary and binds only those parties who agree to participate and only to the extent agreed upon. There is no penalty or sanction whatsoever for declining to use early dispute resolution services. However, the fact that you do choose to use the services in no way relieves you of any obligation you may have in the lawsuit which has been filed, unless otherwise ordered by the Court. Your failure to meet your obligations in the lawsuit could result in your lawsuit being dismissed or a default judgment being entered against you.

Early Dispute Resolution Services

Whether or not early dispute resolution services are used and the type of service used is determined by agreement of the parties. There are several types of early dispute resolution services available. Some of the more recognized services are mediation, arbitration, early neutral evaluation, and neutral fact finding. The type of early dispute resolution service that is selected will depend on the nature of the dispute and the attitude and goals of the parties.

Early dispute resolution services normally involves the use of an impartial third party who is trained in dispute resolution. The third party is often referred to as a "neutral" or sometimes as a "mediator" or "arbitrator", depending on the type of service being used. The neutral assists the parties, usually for a fee, in resolving their dispute.

Selecting a Service and Neutral

The Circuit Clerk of each county in the 5th Judicial Circuit, Andrew and Buchanan Counties, maintains a list of the individuals and organizations who provide early dispute resolution services and have met the qualification requirements established by the Missouri Supreme Court to provide such services. If you are interested in using early dispute resolution services and wish to contact a neutral, you may obtain a copy of the list from the Circuit Clerk of Andrew County or Buchanan County by requesting a copy in person or by mail (please enclose a self-addressed, stamped envelope for the return of the list).

Circuit Clerk of Andrew County
Andrew County Courthouse
Savannah, MO 64485

Circuit Clerk of Buchanan County
Buchanan County Courthouse
St. Joseph, MO 64501

MISSOURI CIRCUIT COURT OF BUCHANAN COUNTY
FIFTH JUDICIAL CIRCUIT

2011 APR -4 AM 9:47
MARY E. BEALLE
CLERK OF CIRCUIT COURT
BY

ELDON GREEN and
KRISTI GREEN,
617 Tanglewood St.
St. Joseph, MO 64506

Plaintiffs,

vs.

Case No. 11BU-CV01440
Division No. 1

FORD MOTOR COMPANY,
R/A, C T Corporation System
120 S. Central Ave.
Clayton, MO 63105

Defendant.

PETITION

NOW COME the Plaintiffs, ELDON GREEN and KRISTI GREEN, by and through their attorneys, KROHN & MOSS, LTD., and for their complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, ELDON GREEN and KRISTI GREEN ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Missouri.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Missouri, County of Buchanan, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Shawnee

Mission Ford ("Seller"). Manufacturer does business in all counties of the State of Missouri including Buchanan County, and maintains offices in the County of Buchanan, State of Missouri.

BACKGROUND

3. On or about June 24, 2009, Plaintiffs purchased from Seller a 2009 Ford Super Duty ("Super Duty"), manufactured by Manufacturer, Vehicle Identification No. 1FTWW31R59EA44180, for valuable consideration (See copy of Plaintiffs' Purchase Contract attached hereto as Exhibit "A").

4. The price of the Super Duty, excluding registration charges, document fees and sales tax, and excluding other collateral charges, such as bank and finance charges, totaled more than $58,145.00

5. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Super Duty cannot be utilized for personal, family and household use as intended by Plaintiffs at the time of acquisition.

6. In consideration for the purchase of the Super Duty, Manufacturer issued and supplied to Plaintiffs its written warranty which, included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as standard warranties fully outlined in the Manufacturer's New Car Warranty booklet.

7. On or about June 24, 2009, Plaintiffs took possession of the Super Duty and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Super Duty.

8. The defects described below violate Manufacturer's warranty issued to Plaintiffs, as well as the implied warranty of merchantability.

9. Plaintiffs delivered the Super Duty to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiffs aver that the Super Duty has been subject to repair on at least three (3) occasions for the same defects, and that the defects remain uncorrected.

11. Plaintiffs brought the Super Duty to Seller and/or an authorized service dealer of Manufacturer for various defects, including but not limited to the following:

a. Defective engine as evidenced by an oil leak;

b. Defective transmission as evidenced by a leak;

c. Defective engine/electrical as evidenced by the illumination of the check engine light and failure of the cranks to fire;

d. Defective transmission/electrical system as evidenced by the illumination of the wrench light; and

e. Any additional defects as contained on repair orders of Defendant's authorized dealerships, or otherwise.

12. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Super Duty.

13. After a reasonable number of attempts to cure the defects in Plaintiffs' Super Duty, Manufacturer was unable and/or has failed to repair the defects as provided in Manufacturer's warranty.

14. Plaintiffs justifiably lost confidence in the Super Duty's safety and reliability, and said defects have substantially impaired the value of the Super Duty to Plaintiffs.

15. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Super Duty.

16. As a result of these defects, Plaintiffs revoked their acceptance of the Super Duty in writing.

17. At the time of revocation, the Super Duty was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

18. Manufacturer refused Plaintiffs' demands and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

19. The Super Duty remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

20. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiffs with a merchantable Super Duty.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

21. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this complaint. Super Duty

22. Plaintiffs are purchasers of a consumer product who received the Super Duty during the duration of a written warranty period applicable to the Super Duty and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

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

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Super Duty was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

26. Plaintiffs' purchase of the Super Duty was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Super Duty to repair or replace defective parts, or take other remedial action free of charge to Plaintiffs with respect to the Super Duty in the event that the Super Duty failed to meet the specifications set forth in Manufacturer's warranty.

27. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Super Duty to Plaintiffs.

28. Said purchase of Plaintiffs' Super Duty was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

29. Plaintiffs have met all of their obligations and preconditions as provided in Manufacturer's written warranty.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages including but not limited to (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

31. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

32. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. The Super Duty purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to the intended consumers, Plaintiffs herein.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiffs' Super Duty was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Super Duty was intended.

37. The Super Duty was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Super Duty contained in the contracts and labels.

38. The above described defects in the Super Duty render the Super Duty unmerchantable and thereby not fit for the ordinary purpose for which the Super Duty was intended and as represented by Manufacturer.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Super Duty.

40. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,
ELDON GREEN and
KRISTI GREEN,

By: 

Adam Maxwell
Missouri Bar No. 62103

KROHN & MOSS, LTD.
Attorneys for Plaintiffs
120 W. Buchanan St., 10th Floor
Chicago, IL 60602
(312) 578-9428

EXHIBIT A

Shawnee Mission Ford, Inc.

11501 Shawnee Mission Parkway • Shawnee, Kansas 66203
Phone: 913-631-0000 • Fax: 913-268-6521
www.shawneemissionford.com

RETAIL PURCHASE AGREEMENT

Deal Number: 00T36846

Purchaser's Name(s): ~~BRIDGET~~ KRISTI S GREEN Date: JUN 24TH 2009

Address: 617 TANGLEWOOD DR ST JOSEPH MO 64506 County: BUCHANAN

Home Telephone: (816) 232-0832 Work Telephone: DOB: DEC 20TH 1962

Social Security #: 123-12-1234 D. L./State I.D.#: Issuing State: MO Exp. Date:

The above information has been requested so that we may verify your identity in accordance with the USA Patriot Act. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2009	FORD	F-350 SD	RED	T36846

SERIAL NO.	ODOMETER READING	SALESPERSON
1FTWW31R59EA44180	279	JAMES A BEADLE

THE VEHICLE IS: X ☐ NEW ☐ USED

PRIOR USE DISCLOSURE: N ☐ DEMONSTRATOR N ☐ PRIOR LEASE N ☐ RENTAL N ☐ OTHER (Y = YES, N = NO)

WARRANTY STATEMENT

Pursuant to Kansas Law, this vehicle is sold by us with the implied warranties of merchantability and fitness for a particular purpose, except with regard to particular defects that are disclosed to you in the "Waiver of Implied Warranties for Particular Defects." No express warranties are given by the Dealership unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

☐ Our Used Vehicle Limited Warranty Applies. Please see the attached Limited Warranty.

TRADE-IN VEHICLE INFORMATION

Year:	Make:	Model:	Color:
2002	FORD	F-250 SD	

Serial No: 1FTNW21F32EB32579 Odometer Reading: 140152

Trade-In /Allowance: 15,794.00 Balance Owed & Lienholder: N/A

☐ DEPOSIT/ ☐ PARTIAL PAYMENT: The sum of $ N/A was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for _____ days.

Purchaser(s): _____

KANSAS TITLE SEARCH DISCLOSURE: We have not performed a title search for the vehicle you are purchasing to determine the accuracy of the mileage or use of the vehicle shown on the Odometer Statement, unless we indicate otherwise in the "Other Material Understandings and Integrated Documents" Section below.

Purchaser(s): _____

WAIVER OF IMPLIED WARRANTIES FOR PARTICULAR DEFECTS (If you are asked to sign, in this box, please see the attached Waiver)

ATTENTION PURCHASER(S): Sign here only if you have read the "Waiver of Implied Warranties for Particular Defects" and you agree to purchase the vehicle with knowledge that the defects exist and that our Dealership is disclaiming all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose, as to the disclosed defects.

Purchaser's Signature(s): _____

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT

CASH PRICE OF VEHICLE	58,145.00
OTHER GOODS/SERVICES:	
LABOR	320.00
TOTAL SELLING PRICE	58,465.00
LESS TRADE-IN ALLOWANCE	15,794.00
	N/A
DEALER ADMINISTRATIVE FEE	249.00
SUBTOTAL	42,920.00
SALES TAX @ 7.7500 %	N/A
PLUS: BALANCE OWNED ON TRADE-IN	N/A
TOTAL AMOUNT DUE	42,920.00
DEPOSIT/PARTIAL PAYMENT	
DOWN PAYMENT	38,320.00
REBATES	4,600.00
UNPAID BALANCE DUE	

AGREEMENT TO ARBITRATE: By entering into this Agreement, Purchaser(s) and Dealership (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute between them regarding: (1) The purchase by Customer(s) of the above-referenced Vehicle and any related goods and services; (2) This Retail Purchase Agreement and any document incorporated herein; (3) The application for and terms of financing, including the terms and conditions set forth in the Retail Installment Contract; and/or (4) Any dispute with respect to the existence, scope or validity of this Agreement to Arbitrate.

The Parties agree they are not waiving their right to exercise any self-help or provisional remedy available by law or pursuant to any agreement between them. Nor is either Party required to arbitrate any claim that is filed and properly within the jurisdiction of a small claims court or equivalent state court. Until a Party entitled to do so requests arbitration, any Party to this Agreement may proceed with such other rights and remedies provided, however, that neither Party waives the right to request arbitration under this Agreement by exercising other rights and remedies or by initially agreeing to litigate a claim in court. In addition, if a claim originally brought in a small claims court (or equivalent state court) is transferred or appealed to a higher trial court or if a new claim is asserted after the initial filing of such litigation, the Parties retain the right to request arbitration under this Agreement.

This Agreement evidences a transaction involving interstate commerce. The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C.§1 et seq.) ("FAA") shall govern any arbitration under this Agreement and the arbitration proceedings will be conducted in accordance with the Arbitration Rules of the American Arbitration Association and the Supplementary Procedures for Consumer-Related Disputes (1-800-778-7879) 335 Madison Ave., Flr 10, NY, NY 10017-4605 (www.adr.org). A copy of the Arbitration Rules may be obtained from the Dealership upon request, by visiting the web site indicated or by contacting the Organization directly. The Rules in effect at the time the request for arbitration is made will govern.

If the Dealership initiates the arbitration proceedings, it will pay the entire cost of the initial filing fees. If the Customer initiates the arbitration proceedings, the Customer will pay the initial filing fees up to the amount he/she would be required to pay if the claim was filed before a state or federal court of law having proper jurisdiction over the proceedings. The Dealership will, upon Customer's request, pay any portion of the initial filing fees that exceeds this amount. The Dealership will also pay for any administrative costs for the arbitration proceedings reasonably incurred by the Purchaser(s) that exceed $750.00. The arbitration proceedings shall take place in the county and state where the Dealership is located and the transaction occurred (unless the Parties agree in writing to an alternate location) and consent to the jurisdiction of the courts of said county and state for purposes of enforcing this Agreement and the decision of the arbitrator(s).

The arbitrator(s) shall be attorneys or retired judges and shall be selected in accordance with the Arbitration Rules. They shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. Either party may demand a written decision from the arbitrators setting forth the findings of fact and/or conclusions of law. Nothing in this agreement shall be interpreted as limiting or precluding the arbitrator(s) from awarding necessary damages or any other relief provided for by law. Furthermore, neither party is precluded from filing a complaint with the Office of the Attorney General of this State or those participating in a mediation program administered by the Attorney General or Better Business Bureau, but the Parties agree that by entering into this Agreement they are waiving their right to a jury trial. Once one of the parties has demanded arbitration, binding arbitration is the exclusive method for resolving any and all claims between them. The decision of the arbitrator(s) shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration proceedings. The cost of appeal shall be borne by the appealing party.

BY SIGNING HERE, YOU ACKNOWLEDGE THAT YOU READ THIS AGREEMENT TO ARBITRATE AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Purchaser(s) Signature(s): _____ Kristi S Green

I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and I hereby acknowledge that this Agreement is complete and accurately reflects the agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

_____ _____

Purchaser Accepted by Authorized Dealership Representative

Kristi S Green

Purchaser

BARNETT BUSINESS FORMS, INC. 800-428-1438/BC-RPM-0906

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/28/2011	[redacted]	1FTWW31R59E[redacted]	2009 F-SERIES SUPER DUTY	06
CLOSED	DRP-VEHICLE REPURCHASE REQUEST	576803090		
2/11/2011	[redacted]	1FTWW31R59E[redacted]	2009 F-SERIES SUPER DUTY	08
CLOSED	RAV - OTHER	576803090		
2/7/2011	[redacted]	1FTWW31R59E[redacted]	2009 F-SERIES SUPER DUTY	04
CLOSED	CLP - IN - FINANCIAL ASSISTANCE - AT RISK	576803090		

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All Action Details for Issue

Print

VIN: 1FTWW31R59E[redacted] Year: 2009 Model: F-SERIES SUPER DUTY Case: 576803090
Name: MR[redacted] Owner Status: Original WSD: 2009-06-24
Symptom Desc: INTERIOR TRIM INSTRUMENT PANEL NOISE Primary Phone: [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [redacted]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 03944 SPEEDWAY FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 1 MI Comm Type: MAIL
Analyst Name: GRESS,JEFF Analyst: J-GRESS1
Action Date: 02/25/2011 Action Time: 16.00.32.838 Action Data: No

Comments NEW CASE: FRD1113611. REPRESENTED BY ADAM C. MAXWELL OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: NOISE IN DASH,OIL LEAK/TRANSMISSION,FUEL PUMP EXPLODED,VEHICLE WOULDN'T START,INSTRUMENT CLUSTER,TRANSMISSION,ENGINE/ELECTRICAL,ENGINE/LEAKS,ELECTRICAL/ENGINE,TRANSMISSION/ELECTRICAL.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 03944 SPEEDWAY FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 1 MI Comm Type: MAIL
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
Action Date: 02/25/2011 Action Time: 16.00.34.853 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 03944 SPEEDWAY FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 1 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 02/28/2011 Action Time: 11.04.10.118 Action Data: No

Comments NEW BBB CASE OPEN—INITIAL REPORT REQUESTS SENT TO PSOM KEVIN KLOSSNER TO BE ASSIGNED TO A02 ZM THAT IS LISTED AS TBD-MEAASEGE BACK ADVISING THE NATHAN MEHILL WILL HANDLE THE REPORT----CSM GUY POTTER---SM AT ANDERSON FLM OF ST. JOSEPH---DAVID WALLEY---TFOAM OPENED FOR REPORT OF ANY FSE INVOLVEMENT

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 03944 SPEEDWAY FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 31850 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 03/03/2011 Action Time: 11.58.53.265 Action Data: No

Comments OFFER TO SETTLE BBB CASE: 1) AN INSPECTION OF THE VEHICLE FOR THE CONCERNS LISTED ON THE CUSTOMER CLAIM FORM (CCF) BY A FORD FIELD SERVICE ENGINEER (FSE). THIS WOULD BE A FMC EMPLOYEE RATHER THAN A TECHNICIAN FROM THE LOCAL DEALERSHIP. THE FSE IS SPECIALLY TRAINED TO DIAGNOSE DIFFICULT ISSUES AND IS KEPT APPRISED OF THE LATEST REPAIRS, ESPECIALLY ON THOSE ISSUES

DIFFICULT TO RESOLVE. THE FSE WILL DETERMINE IF ANY REPAIRS ARE NECESSARY AND THE WARRANTY STATUS OF THE REPAIR. IF WARRANTABLE, THE FSE WILL DIRECT THE APPROPRIATE REPAIR UNDER FORD WARRANTY AND POLICY GUIDELINES.2) REPAIRS TO ANY VERIFIABLE, WARRANTABLE CONCERN FOUND.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03944 SPEEDWAY FORD
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 31850 MI
Comm Type: OTHER
Analyst Name: GRAY, ROBERT
Analyst: RGRAY72
Action Date: 03/07/2011
Action Time: 12.04.51.012
Action Data: No

Comments SECOND REQUEST FOR DEALER REPORT SENT TO ANDERSON FLM

Action: CUST DECLINED SETTLEMENT OFFER
Dealer: 03944 SPEEDWAY FORD
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 31850 MI
Comm Type: OTHER
Analyst Name: GRAY, ROBERT
Analyst: RGRAY72
Action Date: 03/08/2011
Action Time: 09.15.35.061
Action Data: No

Comments CUSTOMER DECLINED SETTLEMENT OFFER

Action: COMPANY REPORT SUBMITTED
Dealer: 03944 SPEEDWAY FORD
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 31850 MI
Comm Type: OTHER
Analyst Name: GRAY, ROBERT
Analyst: RGRAY72
Action Date: 03/11/2011
Action Time: 17.17.02.006
Action Data: Yes

Comments MRF SENT VIA BBB MAIN FAX

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03944 SPEEDWAY FORD
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 1 MI
Comm Type: MAIL
Analyst Name: PATTERSON, DONNA
Analyst: D-PATT25
Action Date: 03/17/2011
Action Time: 16.00.28.143
Action Data: No

Comments HEARING SCHEDULED ON 03/21/11 AT 11AM

Action: ARBITRATION DECISION-DENIAL
Dealer: 03944 SPEEDWAY FORD
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 1 MI
Comm Type: MAIL
Analyst Name: PATTERSON, DONNA
Analyst: D-PATT25

Action Date: 03/25/2011 **Action Time:** 11.00.13.563 **Action Data:** No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ARBITRATION-AWA DRS SPENDING

Dealer: 03944 SPEEDWAY FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 35884 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 03/28/2011

Action Time: 10.25.17.877

Action Data: Yes

Comments BBB CASE ARBITRATED TO A DENIAL DECISION:DECISIONSUBMITTED DATE: 03/23/11FRD1113611VIN: 1FTWW31R59EA44XSOCUSTOMER: MR. ELDON GREEN - HEARING DATE: 03/21/ 11ARBITRATOR: LEAH MASONTHE PROGRAM SUMMARY ALLOWS FOR THE REPURCHASE OR REPLACEMENT ONLY IF THE FOLLOWING CONDITIONS ARE MET:1. THE DEFECT IS FIRST REPORTED TO FORD WITHIN 18 MONTHS OR 18,000 MILES, WHICHEVER COMES FIRST,AND2. THE SAME DEFECT IS SUBJECT TO REPAIR 4 OR MORE TIMES AND CONTINUES TO EXIST, OR THE VEHICLE ISOUT OF SERVICE FOR 30 OR MORE CUMULATIVE DAYS,AND3. THE DEFECT SUBSTANTIALLY IMPAIRS THE USE, VALUE OR SAFETY OF THE VEHICLE.IN THIS CASE, THE DEFECT THAT THE CONSUMER CONTINUES TO COMPLAIN ABOUT IS WITH RESPECT TO THETRANSMISSION AND THE ENGINE NOT STARTING. THE FIRST COMPLAINT ABOUT THE TRANSMISSION WAS ON 9-23-2010 WITH 29,411 MILES, AND THE FIRST COMPLAINT ABOUT THE ENGINE NOT STARTING WAS ON NOVEMBER23, 2010 WITH 31,060 MILES. THE TRANSMISSION COMPLAINT WAS WITHIN THE 18 MONTHS, BUT NOT WITHIN18,000 MILES, WHICH OCCURRED FIRST AND BARS SUBMISSION. THE NOVEMBER DATE IS ALSO WITHIN THE 18MONTHS, BUT THE 18,000 MILES OCCURRED FIRST, SO THIS FAILS AS WELL.SINCE THE FIRST REQUIREMENT HAS NOT BEEN MET, IT IS UNNECESSARY TO REVIEW THE APPLICATION OF THE SECOND AND THIRD REQUIREMENTS.WHILE I CAN CERTAINLY UNDERSTAND THE CUSTOMER'S FRUSTRATIONS AND CONCERNS WITH THE VEHICLE, A REPURCHASE IS AN EXTREME REMEDY, AND I CANNOT IGNORE OR MISCONSTRUE THE SPECIFIC REQUIREMENTS SET FORTH IN THE LEMON LAW AND THE PROGRAM SUMMARY. THEREFORE, THE REQUEST FOR A REPURCHASE IS DENIED.

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	MASON, LEAH
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	

Action: COMPANY REPORT SUBMITTED

Dealer: 03944 SPEEDWAY FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 35884 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 03/28/2011

Action Time: 10.35.08.680

Action Data: Yes

Comments MRF SENT TO BBB ON 3-11-2011

Data Element Name	Data Value

CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	NO

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW31R59E[redacted] **Year:** 2009 **Model:** F-SERIES SUPER DUTY **Case:** 576803090
Name: [redacted] **Owner Status:** Original **WSD:** 2009-06-24
Symptom Desc: OIL SYSTEM LEAKS ENGINE BLOCK **Primary Phone:** [redacted]
Reason Desc: RAV - OTHER **Secondary Phone:** [redacted]
Issue Type: 08 RAV **Issue Status:** CLOSED

Action: ESP DIESELCARE PLUS
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 34045 MI **Comm Type:** MAIL
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 02/11/2011 **Action Time:** 20.00.11.626 **Action Data:** No

Comments reg dieselcare plus 84/200 $0 deductible

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW31R59E[redacted] **Year:** 2009 **Model:** F-SERIES SUPER DUTY **Case:** 576803090
Name: [redacted] **Owner Status:** Original **WSD:** 2009-06-24
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 11/08/2010

Action: TIER II ESCALATION - CPMR - LOANER RENTAL
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** US CONCERN CASE BASE
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: BUBLITZ (RBUBLITZ),REBECCA **Analyst:** RBUBLITZ
Action Date: 11/05/2010 **Action Time:** 16.01.19.540 **Action Data:** No

Comments CUSTOMER SAID: - VEHICLE IS AT DEALERSHIP. - BEST DAY NUMBER IS 816-232-0832. - ANYTIME. - 1) STOPPED RUNNING IN ACCELERATION. - CUSTOMER HAD VEH TOWED TO DEALERSHIP. - NEEDS FUEL PUMP REPLACED AND OTHER WORK DUE TO IT EXPLODED AND SHOT METAL PARTS THOUGH ENTIRE FUEL SYSTEM. - CUSTOMER HAD JUST PICKED IT UP FROM DEALERSHIP AN HOUR EALIER. - VEHICLE HAD BEEN IN FOR 3 DAYS GETTING A TORQUE CONVERTER REPAIR. - A FEW DAYS BEFORE THAT IT WAS IN FOR SOMETHING ELSE. - AND SO ON. - IN THE LAST 30-45 DAYS THE VEHICLE HAS BEEN OUT OF SERVICE FOR 20 DAYS. - CURRENT REPAIR WILL KEEP IT OUT OF SERVICE ANOTHER 5-6 DAYS. - CUSTOMER SAYS THIS IS HIS 3RD FORD TRUCK IN A ROW AND HAS HAD 5 FORD TRUCKS BEFORE THIS. - CUSTOMER NEEDS VEHICLE FOR HIS BUSINESS. - CUSTOMER IS SEEKING A RENTAL TRUCK CAPABLE OF DOING BUSINESS (PAYLOAD IS IMPORTANT, TOWING IS NOT).DEALER SAID: - ANDERSON FORD LINCOLN MERCURY2207 NORTH BELT HIGHWAYSAINT JOSEPH MO 64506(866) 705-4417 -CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE. --- --- CUSTOMER WAS NOT HAPPY ABOUT THE WAIT FOR A CALL BACK. --- CUSTOMER SAID HE WOULD NEED TO GO AHEAD WITH THE RENTAL AND FORD CAN DECIDE WHETHER THEY WANT TO REIMBURSE HIM OR LOSE HIM AS A CUSTOMER. - --- NOTE: CUSTOMER IS EXTEREMELY CALM AND GENTLEMANLY, ESPECIALLY UNDER THE CIRCUMSTANCES. HIS LAST STATEMENT WAS SAID IN A THREATENING MANNER BUT AS A MATTER OF FACT.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 11/08/2010 **Action Time:** 12.31.14.781 **Action Data:** Yes

Comments -OBC TO THE DLRSP-SPOKE WITH DAVE S/M-THE VEH IS CURRENTLY AT THE DLRSP FOR REPAIRS - THIS IS GOING TO B E A MAJOR REPAIR-THE DLR IS GOING TO REPLACE THE HIGH PRESSURE FUEL PUMP AND THE INJECTORS-THIS WILL TAKE ABOUT A WEEK TO COMPLETE REPAIRS-INQUIRED WITH S/M ON RENTAL ASSISTANCE FOR THE CUST-S/M STATES THE CUST WAS SENT TO ENTERPRISE FOR A LOANER VEH AT $28 A DAY ANYTHING MORE THAN THAT THE CUST WAS ADVISED IT WOULD BE THE CUST RESPONSIBILTY-ADVISED S/M CSM WILL ASSIST CUST WITH THE ADDITIONAL COST FOR A LOANER TRUCK FOR A WEEK-CSM ADVISED S/M CSM WILL FOLLOW UP WITH THE DLR ON FRIDAY 11/12 TO CHECK ON THE STATUS OF THE REPAIRS-OBC TO THE CUST-ADVISED CUST OF ABOVE-ADVISED CUST CSM WILL MONITOR REPAIRS WITH THE DLRSP AND ADVISED CUST TO KEEP RECEIPTS FOR LOANER TRUCK-ADVISED CUST CSM WILL FOLLOW UP ON 11/12 TO PROVIDE AN UPDATE ON THE STATUS OF THE REPAIRS

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-12-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: POTTER,GUY
Analyst: GPOTTE14
Action Date: 11/12/2010
Action Time: 10.40.31.680
Action Data: Yes

Comments -OBC TO THE DLRSP-SPOKE TO RICHARD S/A-S/A STATES THE VEH HAS BEEN REPAIRED AND RETURNED TO THE CUST-OBC TO THE CUST -CUST STATES THE VEH WAS PICKED UP ON TUESDAY AND THEN BROKE DOWN AGAIN-THE DLR DID MAKE ANOTHER REPAIR AND THE VEH HAS BEEN OK SINCE BUT CUST STATES HE HAS NOT TOWED ANYTHING YET SO HE IS UNSURE IF CONCERNS HAVE BEEN ADDRESSED-CUST INQUIRED IF FORD WILL STILL BE COVERING THE DIFFERENCE FOR THE RENTAL COST INCURRED WHILE THE VEH WAS DOWN-ADVISED CUST CSM WILL NEED TO REVIEW RECIEPTS FOR FURTHER CONSIDERATION-CUST STATES HE WILL EMAIL RECEIPTS TO CSM FOR REVIEW-CUST ALSO INQUIRED ON POSSIBLE ESP DUE TO THE AMOUNT OF CONCERNS WITH THIS NEW VEH-CUST STATES HE IS LACKING CONFIDENCE IN THIS VEH AND SEEKS SOME TYPE OF EXTENDED COVERAGE ON THE VEH-CSM ADVISED CUST CSM WILL REVIEW FOR POSSIBLE ESP-ADVISED CUST CSM WILL FOLLOW UP WITH THE CUST ON 11-15 TO DISCUSS POSSIBLE REIMBURSEMENT ON RENTAL AND ESP COVERAGE CONSIDERATION

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-15-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: POTTER,GUY
Analyst: GPOTTE14
Action Date: 11/15/2010
Action Time: 16.50.15.293
Action Data: Yes

Comments -OBC TO THE CUST-CUST STATES THERE IS NOW A LEAK COMING FROM THE ENG ON THE PASSENGER SIDE-THERE IS ALSO A RATTLE NOISE THAT IS COMING FROM THE VEH-CUST STATES HE CONTACTED THE DLR AND WILL TRY TO GET THE VEH INTO THE DLRSP BY WEDNESDAY-CSM INQUIRED ABOUT ADDITIONAL COST FOR LOANER AND RECEIPTS THAT WERE TO BE EMAILED FOR REVIEW-CUST STATES HE WILL SEND THE RECEIPTS BY EMAIL-CSM WILL MONITOR FOR RECEIPTS-CSM ALSO ADVISED CUST CSM WILL REVIEW REQUEST FOR ESP ONCE CURRENT CONCERN HAS BEEN ADDRESSED-CSM WILL FOLLOW UP WITH THE CUST ON 11/17

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-17-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: POTTER,GUY
Analyst: GPOTTE14
Action Date: 11/17/2010
Action Time: 11.42.59.281
Action Data: Yes

Comments -OBC TO THE CUST-INQUIRED WITH THE CUST IF HE HAS SET AN APPT TO BRING THE VEH BACK INTO THE DLRSP FOR AN INSPECTION-CUST ADVISED HE HAS NOT HAD AN OPPORTUNITY AS HE IS CURRENTLY USING THE TRUCK-CSM ADVISED CUST CSM WILL FOLLOW UP ON MONDAY 11/22 TO VERIFY IF AN APPT HAS BEEN SET BY THEN-CUST AGREES

Data Element Name	Data Value

DATE OF FOLLOW UP:	11-22-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** DEALER
Odometer: 30000 MI **Comm Type:** OTHER
Analyst Name: DAVE WALLEY **Analyst:** D-WALLEY
Action Date: 11/17/2010 **Action Time:** 14.48.28.844 **Action Data:** No

Comments TRUCK FIXED AND GONE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 11/22/2010 **Action Time:** 09.58.54.578 **Action Data:** Yes

Comments -OBC TO THE DLRSP-SPOKE WITH MARK S/A-VEH IS CURRENTLY NOT AT THE DLRSP FOR REPAIRS AND THE CUST HAS NOT SET AN APPT-INQUIRED WITH S/A ABOUT SUBMITTING CLP REIMBURESMENT FOR THE CUST ON THE DIFFERENCE FOR A LOANER TRUCK-S/A STATES CSM WOULD NEED TO SPEAK WITH THE S/M WHO IS OUT FOR A WEEK ON VACATION-OBC TO THE CUST-CUST STATES HE WILL BE CONTACTING DLR TODAY TO SET AN APPT FOR INSPECTION-CSM ADVISED CUST CSM DID RECEIVE EMAIL ON RENTAL BILL-ADVISED CUST CSM WILL DISCUSS WITH S/M ON REIMBURSEMENT IN THE AMOUNT OF $107.48 WHEN S/M RETURNS NEXT WEEK-CSM WILL FOLLOW UP WITH THE CUST ON 11-23-2010 TO ENSURE AN APPT HAS BEEN SET FOR AN INSPECTION

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-23-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 11/23/2010 **Action Time:** 11.03.04.311 **Action Data:** Yes

Comments -OBC TO THE CUST-CUST STATES HE HAS AN APPT SET FOR THE VEH TO GO INTO THE DLRSP ON WEDNESDAY MORNING-CSM WILL FOLLOW UP WITH THE CUST ON 11/29 TO ENSURE VEH HAS BEEN IMSPECTED AND RESULTS OF INSPECTION-ADVISED CUST CSM WILL ALSO ADDRESS REIMBURSEMENT REQUEST WITH S/M ON 11/29

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-29-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 11/29/2010 **Action Time:** 09.31.48.322 **Action Data:** No

Comments -OBC TO THE DLRSP-LEFT A MESSAGE FOR DAVE S/M-CSM WILL FOLLOW UP WITH CUST BY COB TODAY

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: POTTER,GUY
Analyst: GPOTTE14
Action Date: 11/29/2010
Action Time: 16.23.35.997
Action Data: Yes

Comments -OBC TO THE DLRSP-SPOKE TO DAVE S/M-THE VEH WAS BROUGHT BACK INTO THE DLRSP LAST WEEK-DLR COULD NOT DUPLICATE CONCERN WITH THE RATTLE NOISE-DLR DID PLACE A DYE INTO THE VEH SO THE CUST CAN DRIVE THE VEH AND BRING THE VEH BACK INTO THE DLRSP TO COMPLETE A BLACK LIGHT INSPECTION-CSM INQUIRED ON ADDITIONAL RENTAL EXPENSE FOR POSSIBLE REIMBURSEMENT-S/M PROVIDED RO# 332098 , LINE 1 FOR RENTAL EXPENSECSM PROVIDED P11 APPROVAL CODE M03Z5-ADVISED S/M CSM WILL FOLLOW UP ON MONDAY OF NEXT WEEK TO INQUIRE ABOUT APPT BEING SET TO COMPLETE TESTING FOR ANY LEAKS-OBC TO THE CUST-CONFIRMED WITH CUST ON DLR INSPECTION AND NEXT STEPS-ADVISED CUST THE DLRSP HAS BEEN PROVIDED AUTHORIZATION FOR THE ADDITIONAL RENTAL COST FOR REIMBURSEMENT IN THE AMOUNT OF $107.48-ADVISED CUST CSM WILL FOLLOW UP WITH CUST AND DLRSP ON 12-6 TO ENSURE AN APPT HAS BEEN SET TO COMPLETE ADDITIONAL TEST FOR THE LEAK

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-06-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: SPALL,MARILYN
Analyst: MSPALL1
Action Date: 12/06/2010
Action Time: 09.55.28.913
Action Data: No

Comments OBC TO DLR; ANDERSON FORD 816-279-7485 SPOKE WITH S/A RICHARD -- S/M DAVE NOT AVAL-VEH IS NOT COMING IN TILL 12/8/10-CUST WILL DROP OFF IN THE MORNING (NO TIME MENTIONED)

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: SPALL,MARILYN
Analyst: MSPALL1
Action Date: 12/06/2010
Action Time: 09.58.50.937
Action Data: Yes

Comments OBC TO CUST; ELDON C GREEN 816-232-0832-ADVISED WE WILL RESET FU FOR WED 12/8/10 BY EOD (DUE TO APPOINTMENT HAS BEEN MOVED)

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-08-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE

Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 12/07/2010 **Action Time:** 12.27.58.505 **Action Data:** No

Comments -OBC TO THE DLRSP-SPOKE TO DAVE S/M-CHECK HAS BEEN MAILED TO THE CUST FOR REIMBURSEMENT ON RENTAL EXPENSES-CUST WILL BE RETURNING TO THE DLRSP TOMORROW ON 12/8 FOR INSPECTION ON LEAK-CSM WILL FOLLOW UP WITH DLR AND CUST ON 12/8 TO ENSUR EVEH HAS BEEN INSPECTED

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 12/08/2010 **Action Time:** 16.16.34.309 **Action Data:** Yes

Comments -OBC TO THE DLRSP-SPOKE TO DAVE S/M-VEH IS CURRENTLY AT THE DLRSP FOR REPAIRS-THE DLRSP IS REMOVING THE PUMP AND INSPECTING THE VEH FURTHER -VEH WAS BROUGHT IN WITH TRANSMISSION CODES-INQUIRED WITH S/M ON THE STATUS OF THE OIL LEAK-S/M STATES THE DLRSP IS ADDRESSING THE TRANSMISSION CONCERN WITH HOTLINE-S/M STATES TO CHECK BACK WITH THE DLRSP IN ABOUT A WEEK-CSM INQUIRED IF CUST HAS BEEN PROVIDED A LOANER VEH WHILE THE VEH IS DOWN-THE DLRSP HAS PROVIDED CUST WITH A LOANER TRUCK--OBC TO THE CUST-CUST STATES THE VEH WAS TAKEN BACK INTO THE DLRSP FOR THE CHECK TRANSMISSION LIGHT COMING ON IN ADDITION TO THE OIL LEAK-CUST STATES THE VEH ALSO HAS WHITE SOME THAT COMES FROM THE EXHAUST WHEN GOING UP A HILL-CSM ADVISED CUST CSM WILL CONTINUE TO WORK WITH THE DLRSP TO ADDRESS CONCERNS AND WILL FOLLOW UP WITH CUST ON 12-15

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-15-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 12/15/2010 **Action Time:** 15.18.56.788 **Action Data:** Yes

Comments -OBC TO THE DLRSP-SPOKE TO DAVE S/M-S/M STATES THE VEH HAS BEEN REPAIRED AND IS BEING DELIVERED TO THE CUST-S/M STATES THE DLRSP HAS NOT BEEN ABLE TO VERIFY A LEAK COMING FROM THE VEH OR THE WHITE SMOKE-DLRSP IS SHIFTING FINE AND THERE ARE NO CONCERNS PRESENT ON THE VEH AT THIS TIME--OBC TO THE CUST-ADVISED CUST VEH IS REPAIRED AND IS IN ROUTE TO BE DELIVERED TO THE CUST-CUST INQUIRED ABOUT WHITE SMOKE AND DLR BEING BEING ABLE TO IDENTIFY WHAT CAUSED THE WHITE SMOKE-ADVISED CUST THE DLRSP WAS NOT ABLE TO FIND A CONCERN WITH AN OIL LEAK OR WHITE SMOKE-ADVISED CUST CSM WILL FOLLOW UP WITH THE CUST ON 12-16-2010 TO ENSURE THE VEH HAS BEEN RETURNED AND THE CUST HAS BEEN ABLE TO VERIFY CONCERNS HAVE BEEN RESOLVED

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-16-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14

Action Date: 12/16/2010 **Action Time:** 12.02.38.272 **Action Data:** Yes

Comments -OBC TO THE CUST-CONFIRMED VEH HAS BEEN RETURNED TO THE CUST-CUST STATES HE HAS NOT BEEN ABLE TO TEST DRIVE THE VEH YET-CUST INQUIRED ABOUT REIMBURSEMENT CHECK FROM PREVIOUS RENTAL EXPENSE-ADVISED CUST CHECK WAS MAILED TO CUST HOME LAST WEEK-CUST INQUIRED ABOUT CURRENT RENTAL BILL-ADVISED CUST CSM WAS NOT AWARE OF ANY CURRENT CHARGES OR EXPENSES FOR RENTAL VEH-CUST THEN INQUIRED ABOUT AN ESP FOR THE VEH DUE TO THE CONCERNS AND THE CUST STATES HE HAS LOST CONFIDENCE IN THE VEH-CSM PROVIDED THE CUST WITH TWO OPTIONS 5 YR 100000 MILE POWERTRAIN WARRANTY OR 7YR 200000 MILE DIESELCARE PLUS-CUST STATES HE WOULD LIKE TO REVIEW OPTIONS AND MAKE A DECISION-CSM WILL FOLLOW UP WITH THE CUST ON 12-21 TO INQUIRE ON DECISION

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-21-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** DEALER
Odometer: 30000 MI **Comm Type:** OTHER
Analyst Name: DAVE WALLEY **Analyst:** D-WALLEY
Action Date: 12/16/2010 **Action Time:** 14.55.45.715 **Action Data:** No

Comments CHECKED WITH ENTERPRISE RENTAL CUSTOMER WAS NOT CHARGED ANY MONEY FOR LAST RENTAL, WE DELIVERED HIS TRUCK TO HIM YESTERDAY TO LAKE OF THE OZARKS AND RETURNED RENTAL TO LOCAL ENTERPRISE STORE

Action: CONCERN ADDRESSED
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 12/21/2010 **Action Time:** 10.01.33.340 **Action Data:** Yes

Comments -OBC TO THE CUST-CUST STATES HE IS STILL REVIEWING OPTIONS ON ESP-CSM CLOSING CASE AT THIS TIME-CSM WILL CHECK BACK WITH THE CUST ON THURSDAY 12-23 TO VERIFY IF CUST HAS MADE A DECISION ON ESP

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	77
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI
Comm Type: PHONE
Analyst Name: POTTER,GUY
Analyst: GPOTTE14
Action Date: 12/28/2010
Action Time: 12.40.17.402
Action Data: No

Comments -OBC TO THE CUST-CUST STATES HE IS THINKING ACTING ON THE STATE LEMON LAW-CSM ADVISED CUST THE VEH DOESNT QUALIFY UNDER THE LEMON LAW -CSM ADVISED CUST THE OFFER IS TO PROVIDE AN ESP CONSIDERING THE CUST EXPENSES-CUST STATES HE HAS NOT MADE UP HIS MIND AND IS ASKING FOR ANOTHER WEEK TO DECIDE-CSM ADVISED CUST CSM WILL NOTE THE CUST HAS NOT MADE A DECISION AND CSM ADVISED CUST SHOULD THE VEH EXCEED THE NVLW THERE WILL BE NO OFFER PROVIDED TO THE CUST-CUST STATES HE UNDERSTANDS

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01743 ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 34045 MI
Comm Type: INBOUND CUSTOMER MAIL
Analyst Name: POTTER,GUY
Analyst: GPOTTE14
Action Date: 02/07/2011
Action Time: 10.48.42.297
Action Data: No

Comments -CSM RECEIVED EMAIL FROM CUST ADVISING CUST WILL ACCEPT A DIESELCARE PLUS ESP-CSM HAS SENT A REQUEST TO RAV FOR UPLOAD OF A DIESELCARE PLUS ESP. NO FURTHER ACTION FROM CSM

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details | Attachments: 0

Report# :	AKEDI010 NHL			**Received:**	11/05/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F350 4X4,CRW CAB,PICKUP ,1FTWW31R59E[redacted]			**Build Date:**	02/18/2009
Odometer :	31,031 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 01743 Anderson Ford Lincoln Mercury			**Phone#:**	(816) 279-7485
City:	Saint Joseph	**State:**	Missouri	**Country :**	USA

Originator: TERRY BAKER

Symptom: 6 03 3 93 DRVABL,CRANKS/NO STAR,START ENG TEMP ,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: HP FUEL PUMP

Fix: **Causal Component :**

Condition Code:

Hotliner: RBELL114 **Phone:** **Regn Cd:** C4 Kansas City

Engineering: **Phone:** **TAR:**

Dlr Contact: TERRY BAKER **Phone:** 816 279-7485 **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 11/05/2010 03:10PM RBELL114
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: TURNS OVER WILL NOT START VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE: NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: FOUND CONTINUITY IN PUMP CONNECTOR BUT ALSO GROUNDED,HAS BLOWN 20 AMP FUSE NO.74 WILL REBLOW WHEN REPLACED. QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: FAILS PINPOINT TEST ME5 QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: OIL OVERFULL,BY SHORT STICK METHOD FUEL LOOKS GOOD QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: BSE FUEL PRESSURE AT 7 PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: FOUND NO AIR IN SYSTEM QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: FOUND DEBRI IN SECONDARY FILTER AND AT NO.1,2 INJECTOR LINES QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER: FRP READS .49 VOLTS NO FLUCTUATION QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:
PP0001,P0003,P0090,P0091,P0101,P042F,P0488,P0691,P179A PARTS REQUESTED: 6.4 HP PUMP - USE SECONDARY P&A CODE: 01743 RO#: 36331384 RO DATE: 11/05/2010 RO LINE#: 2 CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM 11/05/2010 03:10PM RBELL114
INFORM IF THE ROOT CAUSE OF THE OVERFILLED CRANKCASE HAS BEEN ESTABLISHED. AS DEBRIS HAS BEEN FOUND IN THE HP FUEL SYSTEM AT THE

RAILS, THE ENTIRE HP FUEL SYSTEM WILL NEED TO BE REPLACED. IN THIS CASE, IF FUEL HAS DILUTED THE OIL, THE ISSUE SHOULD RESOLVE ITSELF (IF LACK OF MAINTENANCE ISN'T AN ISSUE). HOWEVER, IF COOLANT HAS DILUTED THE OIL ANOTHER CONCERN MAY BE PRESENT. ALSO, INFORM IF THERE IS ANY RUST IN THE SECONDARY FUEL FILTER HOUSING (WITH THE FUEL FILTER REMOVED) AND/OR IF A DTC P2269 HAS EVER BEEN OBSERVED. A COMMON SOURCE OF FUSE 74 BLOWING IS CHAFFING OF THE HP FUEL PUMP COVER GASKET. IT IS A ONE TIME USE ONLY GASKET. ANY CHAFFING OBSERVED SHOULDN'T BE AN ISSUE AS THE DEBRIS DICTATES THAT THE ENTIRE HP SYSTEM BE REPLACED. THANKS AND PLEASE UPDATE THIS FORM.

REPAIR **11/05/2010 03:22PM WILLIAM JOHNSTON MSS - FCSD - TECH SVC HOTLINE**
TECHNICIAN: FOUND NO RUST IN SYSTEM, FOUND NO ANTIFREEZE IN OIL SUSPECT OVERFUL FROM DUE MAINTANANCE

RECOMM **11/05/2010 03:22PM WILLIAM JOHNSTON MSS - FCSD - TECH SVC HOTLINE**
BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM TARGET=_BLANK>FUEL INJECTORS AND HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM TARGET=_BLANK>HP PUMP. IN ADDITION, IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM TARGET=_BLANK>LP FUEL SYSTEM BLEED AND THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE

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THE REPAIR IS COMPLETE. APPROVAL CODE PAAUX.

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Requester: LBINGHAM 18-Apr-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	AI1DT005 NHL			**Received:**	09/27/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F350 4X4,CRW CAB,PICKUP ,1FTWW31R59E[redacted]			**Build Date:**	02/18/2009
Odometer :	31,850 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 01743 Anderson Ford Lincoln Mercury			**Phone#:**	(816) 279-7485
City:	Saint Joseph	**State:**	Missouri	**Country :**	USA

Originator: MATTHEW BRYSON

Symptom: 6 98 2 00 DRVABL,INDICATOR,CHECK ENGINE,OTHER-CODE NA

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: WRENCH LAMP ON

Fix: **Causal Component :**

Condition Code:

Hotliner: DUFIMZEF **Phone:** 000 000-0000 **Regn Cd:** C4 Kansas City

Engineering: **Phone:** **TAR:**

Dlr Contact: MATTHEW BRYSON **Phone:** 816 279-7485 **Title Cde:** T

KOEO:

KOEC: P1744

KOER:

Comments:

REPAIR 09/27/2010 05:21PM DANIEL UFIMZEFF MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: TRANS LEAK DIAGNOSTICS: REMOVED TRANS. LEAK LOOKED TO BE COMING FROM THE CONVERTER SEAL PARTS REPLACED:: CONVERTER SEAL, FRONT PUMP GASKET TECH QUESTION: VEHICLE WAS DRIVEN AFTER SEALS WERE REPLACED. VEHICLE STILL HAS FLUID LEAK. ANY KNOWN PROBLEMS WITH THE CONVERTER OR PUMP WHAT IS THE LOCATION OF FLUID LEAK? BELL HOUSING WAS DYE USED TO HELP LOCATE SOURCE OF LEAK? YES HAS THE TRANSMISSION VENT BEEN VERIFIED CLEAN OF OBSTRUCTIONS, OR IF EQUIPPED WITH RUBBER VENT CAP IS IT PROPERLY SEATED? YES BODY CONVERSION: PERSONAL

RECOMM 09/27/2010 05:21PM DANIEL UFIMZEFF MSS - FCSD - TECH SVC HOTLINE
MATTHEW, VERIFY THE COOLER FLOW IS OK AT THE TEMPERATURES SPECIFIED IN WSM (111 DEG F= 8 OZ, 172 DEG 16 OZ, 180+ DEGREES = 64 OZ/MIN), AND CORRECT FLUID LEVEL WAS OBSERVED. CHECK TRANS TEMP TO BE 200 DEG OR LESS, AND IF OK, REPLACE THE PUMP AND CONVERTER.

REPAIR 10/25/2010 04:31PM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: 1000 MILES AFTER REPAIR VEHICLE CAME BACK WITH P0741 AND P1477. MONITERED PIDS WHILE PULLING TRAILER. TORQUE CONVERTER UNLOCK DUE TO SLIP WAS SHOWING FAULT UNDER LOAD. TCC WAS REPLACED AND VEHICLE WAS DRIVEN. NO FAULT WAS PRESENT WHILE PID MONITER. CUST DROVE VEHICLE WITH TRAILER AGAIN AND CODES ARE BACK. IS THE TORQUE CONVERTER THE ISSUE?

RECOMM 10/25/2010 04:31PM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE
MATTHEW, IF YOU ARE ONLY ABLE TO DUPLICATE THE CONVERTER FAULT WITH THE TRAILER ATTACHED TO THE VEHICLE, RECOMMEND HAVING THE CUSTOMER BRING THE TRUCK IN WITH THE TRAILER ATTACHED FOR FURTHER TESTING. MONITOR THE COMMANDED (TCSLP_DSD) AND ACTUAL (TCSLP_ACT) CONVERTER SLIP AFTER THE CODE HAS BEEN CLEARED. IF YOU FIND THAT THE ACTUAL

CONVERTER SLIPPAGE DOES NOT EVER SHOW LOCK UP WHEN 100% CONVERTER APPLICATION IS REQUESTED OR IF THE CONVERTER LOCKS BRIEFLY AND THEN SLIPS, SUSPECT THERE IS A LEAK IN THE APPLY CIRCUIT OF THE CONVERTER OR A FAILURE OF THE CONVERTER CLUTCH. IF WHEN THE CONVERTER LOCK UP IS REQUESTED YOU SEE NO CHANGE IN THE ACTUAL SLIP, PROBLEMS WITH THE TCC CONTROL VALVES IN THE PUMP MAY BE CAUSING A LACK OF LOCK UP SIGNAL TO THE CONVERTER. YOU MAY ALSO WISH TO VERIFY THE TRAILER WEIGHT IS WITHIN THE GVW LIMITS OF THE TRUCK, IF THE TRAILER IS TOO HEAVY THIS COULD ACCOUNT FOR THE SLIP. IF YOU HAVE ANY OTHER QUESTIONS ON THE DIAGNOSIS OR REPAIR OF THIS VEHICLE, FEEL FREE TO UPDATE THIS FORM. THANK YOU.

REPAIR **12/02/2010 05:08PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE**

TECH'S QUESTION: THIS HAS BEEN AN ONGOING PROBLEM. AFTER PUMP AND CONVERTER WERE REPLACED FOR LEAKING, CODES HAVE BEEN SETTING. TCC AND CONVERTER HAVE BEEN REPLACED TO TRY TO REPAIR VEHICLE. ANY KNOWN PROBLESM? DESCRIPTION OF VEHICLE CONCERN: WRENCH LIGHT ON. DIAGNOSTICS ALREADY COMPLETED: P1744. ONLY COMES ON WHEN PULLING TRAILER. CUST STATES TRAILER IS NOT OVER WIEGHT. PARTS REPLACED: TCC SOLENOID, CONVERTER. DTC: P1744 BODY CONVERSION: PERSONAL

RECOMM **12/02/2010 05:08PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE**

MATTHEW, PLEASE SWITCH THE TCC AND SSE SOLENOIDS AND RE-EVALUATE IF THE P1744 RESETS. IF THE P1744 RESETS, EITHER THE PUMP INSTALLED HAS STICKING TCC CONTROL VALVES OR THE TORQUE CONVERTER IS DEFECTIVE. REMOVE AND DISASSEMBLE THE PUMP, INSPECT THE TCC CONVERTER CLUTCH CONTROL AND TCC PRESSURE LIMIT VALVES FOR ANY SCRATCH MARKS OR STICKING IN THEIR BORES. IF A CONCERN IS FOUND, REPLACE THE PUMP AND TORQUE CONVERTER AGAIN. IF THE TORQUE CONVERTER HUB OR PUMP BUSHING IS FOUND EXCESSIVELY WORN, CLOSELY INSPECT THE ENGINE SPACER FOR AN ALIGNMENT ISSUE OR MISSING DOWLS, INDUCING THIS CONCERN. THANK YOU

AUDIT **12/02/2010 05:08PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE**

SYMPTOM 5, 04, 7, 01 CHANGED TO 6, 98, 2, 00 BY PBUSHON

AUDIT **12/02/2010 05:08PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE**

Download Options

ODOMETER 29411 M CHANGED TO 31850 M BY PBUSHON

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM 18-Apr-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: FCWS686

Server: **AWS Prod**
Claims loaded through: **15-APR-2011**

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FTWW31R59E[redacted]	**Veh Line:**	T/F7 - F-SERIES OVER 8500 GVW [99-10]	**Body Shell:**	*
Model Year:	2009	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	702090672551
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/QL - 6.4L OHV DUAL T/C V8 INTNL DSL
Inv. Dealer:	*	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/BE - 5 SPD AUTO 5R110W - HI/TORQUE
Vehicle Status Code:	800	**Version/Series:**	T/CD - 350 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
EN100 1702090672551
```

Trace Trans Serial No:

```
A4522 030209A1Q60094389C3P-7000-BC
```

BUILD INFORMATION:

Region:	NA	**Plant:**	A1 - KENTUCKY TRUCK PLANT BUILD
Country:	USA	**Prod Date:**	18-FEB-2009

SALE INFORMATION:

Region:	NA	**Selling Dealer [code]:**	SHAWNEE MISSION FORD, INC [153010 - *]
Country:	USA	**Selling Dlr St/Prov:**	KS
		Buyer St/Prov:	*

Arrival Date:	25-FEB-2009	**Red Carpet Lease:**	*
Sale Date:	24-JUN-2009	**Fleet/Retail/Co. Lease:**	R
Warranty Start Date:	24-JUN-2009	**Modified Vehicle:**	* **Vehicle Count Flag:** Y
Orig Warranty Date:	24-JUN-2009	**Reacquired Vehicle:**	* **Vehicle Export Flag:** N

VOC/EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0
W319EA441801727LCA U32 11M9011      AM E 58B3L AV2H91F6 4M68JM 2MSD 353G199995  UKUI3H 8S714 94U LR1
FTW5 0 8      618A  RBIL
```

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/K - ELECTRONIC DUAL ZONE ATC A/C	**GVW Code:**	
Alternator Amp Rating:	7E	**GVW Class Code:**	W
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BF - DRV ELECTROCHRO POW MEM MIR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	* - [N/A]
Battery Amp Rating:	5B	**Paint:**	PN3KH - ROYAL RED W/B
Brake Code:	FBAAJ - POWR 4-WHEEL DISC HYDRO BOOST	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	BM - AM/FM DVD NAV SDARS NEXT GEN
Calibration Code:	*	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000HB - MEDIUM STONE	**Tire Manufacturer:**	AG - Goodyear
Delivery Type:	0	**Tire Brand:**	0TBXWV - Wrangler AT/S 126/123S
Driveshaft Code:	*	**Tire Size:**	D31AV - LT275/65R 20E A/T OWL
Front Seat:	T/S - SEATS - INDIVIDUAL 40/20/40	**Traction Control:**	* - [N/A]
Fuel Type:	AJ - DIESEL FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	MK0TBXWV0509	**RF:**	MK0TBXWV0509
LR:	MK0TBXWV????	**RR:**	MK0TBXWV0509
LI:	*	**RI:**	*

SPARE: A31546XB0509 **DOT Plant Manufacturer:** MK - THE GOODYEAR TIRE & RUBBER COMPANY ; UNION CITY ; TENESSEE ; UNITED STATES

ESP INFORMATION:

ESP Code:	*	**Emission Code:**	DGAAE - DGAAE
ESP Coverage(Miles):	*	**Emission Cert Type:**	5
ESP Coverage(Time):	*	**Emission Decal Suffix:**	SRT
ESP Plan Year:	*	**Engine Family:**	9FMXA064AGC
ESP Signature Date:			

EMISSIONS INFORMATION:

Any comments? You can contact



webmaster

174080

Server: **AWS Prod**
Claims loaded through: **15-APR-2011**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-APR-11
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW31R59E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	10	7S11	9C3Z	14489	A	F03	S09	V83	G32	28
AWS Claim Key:	1247659	**Doc #:**	32437702	**Trx Code:**			E83	**Labor Hrs:**		1.2	**Labor Cost:**		102.47	**Material Cost:**		85.25	**Total Cost:**		187.72				
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH		**Ph:**		816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	05-APR-10		**DIST(Mile):**	14963					
Cust Comments:	VEH TRAILER FAULT LIGHT STAYS ON																						
Tech Comments:	MTIME R&R CONTROL/REPAIR WIRING. TRAILER FAULT LIGHT COMES ON PART TIME G32 IDS TEST TEST TRAILER BRAKE CONTROL MODULE CODE C2806 PERFORM PINPOIN TEST REPLACED TRAILER BRAKE CONNECTOR ASSY REWIRED TRAILER BRAKE CONNECTOR WITH NEW PIGTAIL RETEST OK OPEN 28																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW31R59E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	16	3A05	9C3Z	7A103	B	F04	S11	V48	L73	D8
AWS Claim Key:	1953148	**Doc #:**	32995503	**Trx Code:**			E84	**Labor Hrs:**		6.6	**Labor Cost:**		579.36	**Material Cost:**		1605.88	**Total Cost:**		2185.24				
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH		**Ph:**		816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	23-SEP-10		**DIST(Mile):**	29411					
Cust Comments:	TRANSMISSION HAS A LEAK																						
Tech Comments:	TRANSMISSION HAS A LEAK. VERIFIED CONCERN BY DYE TEST. LEAK WAS COMING FROM THE FRONT PUMP. TRANS WAS REMOVED & BENCH MOUNTED. FRONT PUMP WAS REMOVED GASKETS & CONVERTER SEAL WERE REPLACED. VEHICLE WAS REASSEMBLED & DRIVEN. LEAK WAS STILL PRESENT AFTER TEST DRIVE.																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW31R59[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	3A08	9C3Z	7902	D	F04	S11	V29	E29	42
AWS Claim Key:	2069760	**Doc #:**	33073202	**Trx Code:**			SPW	**Labor Hrs:**		1.8	**Labor Cost:**		158.01	**Material Cost:**		1072.98	**Total Cost:**		1230.99				
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH		**Ph:**		816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**		NA	**Repr Date:**	19-OCT-10		**DIST(Mile):**	30301					
Cust Comments:	CHECK ENGINE LIGHT ON																						
Tech Comments:	VERIFIED CONCERN. IDS TEST. P0741. P01744. PINPOINT TEST. TRANS PAN WAS REMOVED AND TCC SOLENOID WAS REMOVED AND REPLACED. PAN WAS INSTALLED AND VEHICLE WAS DRIVEN. CK ENG LIGHT CAME BACK ON. CONTAC T HOTLINE: 104070177 HOTLINE SUGGEST R&R CONVERTER. TRANS WAS REMOVED FOR OIL LEAK CONVERTER REPLACED/MTIME ADDITIONAL TIME. RD TEST AGAIN.																						

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW31R59EA44180	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	1D01	3C3Z	6701	B	F04	S11	V44	L65	D8

AWS Claim Key:	2065541	**Doc #:**	33073204	**Trx Code:**	E84	**Labor Hrs:**	4.9	**Labor Cost:**	430.12	**Material Cost:**	60.53	**Total Cost:**	490.65												
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	19-OCT-10	**DIST(Mile):**	30301										
Cust Comments:	CHECK OIL LEAK																								
Tech Comments:	OIL LEAK DIAG FOUND COMING FROM BTWN TRANS AND ENGINE REMOVE TRANS BLACK LIGHT COMING FROM REAR COVER REMOVE REAR COVER REPALCE GSKT AND REAR MAIN SEAL ROAD TEST AFTER REPAIR 3642 L65 D8																								

1FTWW31R59[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	7G03	8L8Z	19E616	E	F07	S08	V79	C20	41		
AWS Claim Key:	2073812	**Doc #:**	33073203	**Trx Code:**	E83	**Labor Hrs:**	4.1	**Labor Cost:**	359.9	**Material Cost:**	45.16	**Total Cost:**	405.06												
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	19-OCT-10	**DIST(Mile):**	30301										
Cust Comments:	MAKES A NOISE IN DASH																								
Tech Comments:	NOISE WHEN CHANGING TEMP C20 TEST EATC CONTROL ALL PASS CODES NOISE WHEN CHANGING LEFT AND RIGHT TEMP AT ABOUT 72 R AND R DASH REPLACED LEFT AND RIGHT TEMP BLEND DOOR ACUATORS RETEST OK BINDS 41 ***LABOR OPERATIONS																								

1FTWW31R59E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	2E03	8C3Z	9A543	B	F04	S11	V52	D02	42		
AWS Claim Key:	2096396	**Doc #:**	33138402	**Trx Code:**	S07	**Labor Hrs:**	16.6	**Labor Cost:**	1457.15	**Material Cost:**	4328	**Total Cost:**	5785.15												
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	05-NOV-10	**DIST(Mile):**	31031										
Cust Comments:	CRANKS WONT FIRE CONTINUE. ***PER SERVICE MANAGER: CAB HAD TO B																								
Tech Comments:	TURNS OVER WILL NOT START PERFORM DIAG SHEET FOUND ODES P0001,0003,0091,0101,042F,0488,0691,179A, ELECTRIC FUEL PRESS TEST 7 PSI. MONITOR FRP CRANKING TEST. FRP SENSOR NO START TEST. PERFORM PINPOINT TEST. FUSE 74 BLOWN. FOUND LOOM TO HIGH PRES PUMP GROUNDED. PERFORM DEBRIS CK. FOUND DEBRIS IN SECONDARY FUEL FILTER AT INJECTOR LINES 1&2. CONTACT PRIOR APPROVAL:PAAUX/104160431. R&I CAB. PERFORM																								

1FTWW31[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	6Y20	*	RENTAL	*	F09	SXX	V99	A99	82		
AWS Claim Key:	2117427	**Doc #:**	3320981	**Trx Code:**	P11	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	240.32												
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	29-NOV-10	**DIST(Mile):**	31052										
Cust Comments:	CUDL# 576803090 RENTAL ASSISTANCE																								
Tech Comments:	CUDL# 576803090. CLP RENTAL FOR CUSTOMER ASSISTANCE. REF TICKET # 36331384.																								

1FTWW31R59[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	6Y20	*	TAP3	*	F09	SXX	V99	A99	82		
AWS Claim Key:	2200884	**Doc #:**	3322113	**Trx Code:**	TAP3	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	45												
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	02-DEC-10	**DIST(Mile):**	31850										
Cust Comments:	CLAIM FOR TRANSPORTATION ASSISTANCE.																								
Tech Comments:	INV 36332211, 2. TRANSPORTATION ASSISTANCE. ENTERPRISE RENTAL. 928576. 7 DAYS CUSTOMER WAS IN E350/1FBSS3BL4ADA65430 FOR 1 DAY, (TAP3) CUSTOMER WAS IN DODGE CARAVAN/2D4RN5D12AR432849 FOR 4 DAYS,(TAP1) CUSTOMER WAS IN CHEV																								

1FTWW31R59[redacted]180[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	6Y20	*	TAP1	*	F09	SXX	V99	A99	82			
AWS Claim Key:	2200885	**Doc #:**	3322114	**Trx Code:**	TAP1	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	180												

Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**02-DEC-10												**DIST(Mile):**31850
Cust Comments:	CLAIM FOR TRANSPORTATION ASSISTANCE																						
Tech Comments:	CLAIM FOR TRANSPORTATION ASSISTANCE INV 332211,2 6 DAYS @ TAP1																						

1FTWW31R[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	3A05	9C3Z	7A103	B	F04	S11	V29	E29	42
AWS Claim Key:	2181743	**Doc #:**	3322112	**Trx Code:**	SPW	**Labor Hrs:**	8.1	**Labor Cost:**	711.03	**Material Cost:**	1523.24	**Total Cost:**	2234.27										
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**02-DEC-10												**DIST(Mile):**31850
Cust Comments:	WRENCH LIGHT ON PART TIME.																						
Tech Comments:	104212775. VERIFIED CONCERN. IDS TEST. P1744. PINPOINT TEST. CONTACT HOTLINE 104212775. HOTLINE SUGGESTED TO SWAP TCC & SSE. PAN WAS RMEOVED & SOLENOIDS WERE SWITCHED (MTIME). PAN WAS INSTALLED & VEHICLE WAS ROAD TESTED. NO CHANGE OCCURRED. HOTLINE THEN SAID TO REMOVE PUMP & DISASSEMBLE. TRANSMISSION WAS REMOVED. TRANS WAS BENCH MOUNTED. PUMP WAS REMOVED & DISSASEMBLED(MTIME). SC																						

Any comments? You can contact



webmaster

ACCEPTANCE OR REJECTION OF DECISION

Date: 03/25/11 Case Number: FRD1113611

Customer: [redacted] State: MO

Business: Ford Motor Company

Mfr-Info: 6700 MO 1FTWW31R59E[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

ARD

BBB AUTO LINE

March 25, 2011

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1113611 [redacted] vs Ford Motor Corporation 1FTWW31R59E[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Donna Patterson at Extension 506

Denial Decision

Submitted Date: 03/23/11
FRD1113611
VIN: 1FTWW31R59[redacted]
Customer: Mr. [redacted] - Hearing Date: 03/21/11
Arbitrator: Leah Mason

Question 1
The customer's request (Repair, Replacement, etc - listed below) is denied.
Denial

CASE: FRD1113611
Arbitrator: Leah Mason

Customer: Mr. Eldon Green
Date: 03/23/11

Reasons for Decision

Submitted Date: 03/23/11
FRD1113611
VIN: 1FTWW31R59E[redacted]
Customer: Mr. [redacted] - Hearing Date: 03/21/11
Arbitrator: Leah Mason

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

Denial

b **For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)**

This case was presented for a documents only arbitration on 3-21-2011 at the BBB in Kansas City, Missouri. The customer was present at the arbitration and was represented by an attorney who was not present at the arbitration. The vehicle in question is a 2009 Ford 350, per the Retail Purchase Agreement. It should be noted that some of the documents indicate the vehicle is a Ford F250. The vehicle was purchased on June 24th, 2009 with 279 mile on it. I did not have any substantive conversation with the customer, but did go through the Agreement to Arbitrate so that I would know what issues should be inspected when looking at the vehicle and whether a test drive was necessary. The customer advised that the Noise in the dash, oil leak/transmission, fuel pump, engine/electrical, engine/leaks had been resolved. He was not entirely sure what the instrument cluster and the electrical/engine issues were. His main concern is the vehicle won't start at times and, while currently not a problem, the vehicle is beginning to show the same signs it showed before the transmission went out. When we inspected the vehicle, it did start up. I asked the customer if a test drive would reveal the problems he suspected might be signs of further transmission problems, and he advised that it would probably not, as they are occasional.

The vehicle was purchased in Kansas from Shawnee Mission Ford, but is owned and primarily located in Missouri.Mileage at the time of hearing was 35,884.

The first repair attempt listed by the manufacturer is on April 10, 2010 with 14,963 miles. The concern was with the trailer fault light staying on. THe trailer brake assembly was replaced and the brake connector was rewired.

The first repair attempt listed by the customer was on September 23, 2010 with 29,411 miles. The concerns at that time were a noise in the dash and the leak in the transmission. The documentation is very hard to read, and it is unclear how many days it was out of service, but the customer has listed 19 days.

The next repair attempt was on October 19, 2010 with 30,301 miles. The concern was with the check engine light coming on. Several test were done and ultimately the rear cover was removed, as gasket was replaced and the rear main seal fixed. Again, the documents are very difficult to read, but the customer has listed that the vehicle was out of service for 18 days.

The next visit was on November 5, 2010, with 31,031 miles. The concern was that the vehicle would not start. Various tests were done and it appears repairs were done, but the documentation is very unclear as to what those were. The customer states the vehicle was out of service for 17 days.

The next repair, according to the customer, was on November 23, 2010, with 31,060 miles. The manufacturer does not show this visit in its materials. The customer advises the vehicle would not start and was in the shop for 2 hours.

The next repair is on December 2, 2010, with 31,850 mile. The concern at that time was the wrench light on part of the time. Transmission work was done on the vehicle after contacting the hotline and following suggestions outlined. The customer states the vehicle was out of service for

21 days.

The manufacturer, on 3-3-2011, offered an inspection by a Ford Filed Service Engineer for the concerns listed in the customer claim form, along with any warrantable repairs that were verified. That offer was rejected by the customer on 3-7-2011.

THE MISSOURI LEMON LAW

The customer's vehicle qualifies as a covered vehicle, as it was transferred for the first time from the manufacturer/dealer and had not been registered in Missouri or any other state.

The customer qualifies as a covered consumer, as the vehicle was purchased new for purposes other than resale.

First notice of the alleged nonconformity must be within the earlier of the express warranty or one year following original delivery. In this case, the first repair attempt was in April of 2010 and within that first year. However, that issue was resolved. The first repair attempt for the alleged ongoing nonconformities was September 23, 2010, and outside of the required reporting period.

Additionally, the Missouri Lemon Law states that if the consumer reports a nonconformity to the manufacturer or its agent during the term of the express warranty or during a period of one year following the date of the delivery, whichever comes first, then the manufacturer or its agent must make the necessary repairs to conform the vehicle to the warranty. There is a presumption that a reasonable number of repair attempts have been made if, within that year or the term of the warranty (whichever comes first) there have been four or more repair attempts to the same nonconformity and it continues to exist, or the vehicle is out of service for 30 or more working days.

In this case, even if the alleged nonconformity had been reported within the required time frame, the above presumption would not have been met. Consequently, the Missouri Lemon Law does not apply.

THE FORD MOTOR COMPANY PROGRAM SUMMARY

This claim is eligible for consideration under the Ford Program Summary, ans there is a claim based upon a defect in material or workmanship covered by the New Vehicle Limited Warranty. The vehicle is owned by an individual and is currently registered in Missouri.

The program summary allows for the repurchase or replacement only if the following conditions are met:

1. The defect is first reported to Ford within 18 months or 18,000 miles, whichever comes first, AND
2. The same defect is subject to repair 4 or more times and continues to exist, or the vehicle is out of service for 30 or more cumulative days,AND
3. The defect substantially impairs the use, value or safety of the vehicle.

In this case, the defect that the consumer continues to complain about is with respect to the transmission and the engine not starting. The first complaint about the transmission was on 9-23-2010 with 29,411 miles, and the first complaint about the engine not starting was on November 23, 2010 with 31,060 miles. The transmission complaint was within the 18 months, but not within 18,000 miles, which occurred first and bars submission. The November date is also within the 18 months, but the 18,000 miles occurred first, so this fails as well.

Since the first requirement has not been met, it is unnecessary to review the application of the second and third requirements.

While I can certainly understand the customer's frustrations and concerns with the vehicle, a repurchase is an extreme remedy, and I cannot ignore or misconstrue the specific requirements set forth in the Lemon Law and the program summary. Therefore, the request for a repurchase is denied.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

75

Question 4

Was final notice given? (Yes / No / Not Applicable)

no

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

35884

CASE: FRD1113611
Arbitrator: Leah Mason

Customer: Mr. Eldon Green
Date: 03/23/11

Inspection Report

Customer: [redacted] **Case #:** FRD1113611

Manufacturer: Ford Motor Company

Arbitrator's Name: Leah Mason Date of Inspection: 3/21/11

Location of Inspection: BBB KANSAS CITY, MO

Vehicle Information: Make: FORD Model: F-250 TRUCK

Year: 2009 Mileage: 35,887 VIN: 1FTWW31R59E[redacted]

Parties Present at Inspection: [ ] Technical Adviser [X] Arbitrator [X] Customer [ ] Manufacturer

Conditions or Components Inspected:

Was a test drive conducted? [ ] Yes [X] No How long was the test drive? ____ Minutes

Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

5th Wheel Hitch.

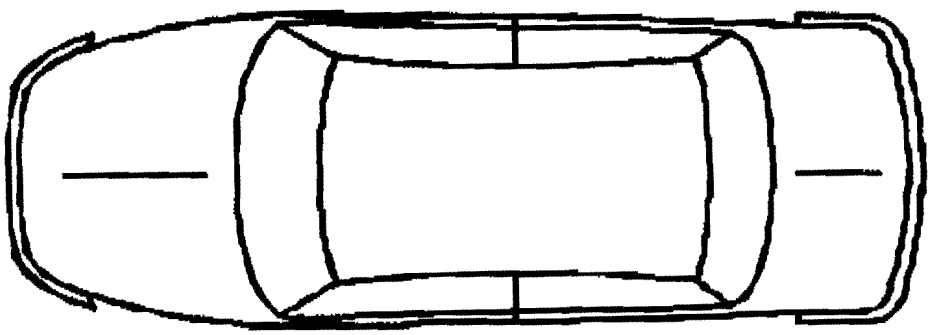
Exterior

Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : Good

What damage is beyond normal wear and tear?

Truck Bed is pretty Scratched up

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : Good

What damage is beyond normal wear and tear?

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

From: TA:10.100.0.2:6050291368515S1 Page: 1/1 Date: 3/21/2011 9:26:12 PM

BBB AUTO LINE

NOTICE OF INSPECTION/TEST DRIVE ONLY
ALL TESTIMONY SUBMITTED IN WRITING ONLY
NO ORAL ARGUMENTS WILL BE PRESENTED

Date: 03/17/11

Case Number: FRD1113611
Customer: [redacted]

Manufacturer: Ford Motor Company
Mfr Info: 6700 MO 1FTWW31R59E[redacted]

Arbitrators: Ms. Leah Mason

Inspection Date, Time, Place: 03/21/11 11AM CST
BBB of Greater Kansas City
8080 Ward Parkway, Suite 401
Kansas City, MO641140000

Hearing Site Phone: (816) 444-0400

AUTOLINE Director Phone: (816) 444-0400 Fax : (816) 472-5442

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

Inspection Report

Customer: [redacted] **Case #:** FRD1113611

Manufacturer: Ford Motor Company

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:

_____

_____

Was a test drive conducted? [ ] Yes [ ] No How long was the test drive? _____ Minutes

Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

_____

_____

Exterior

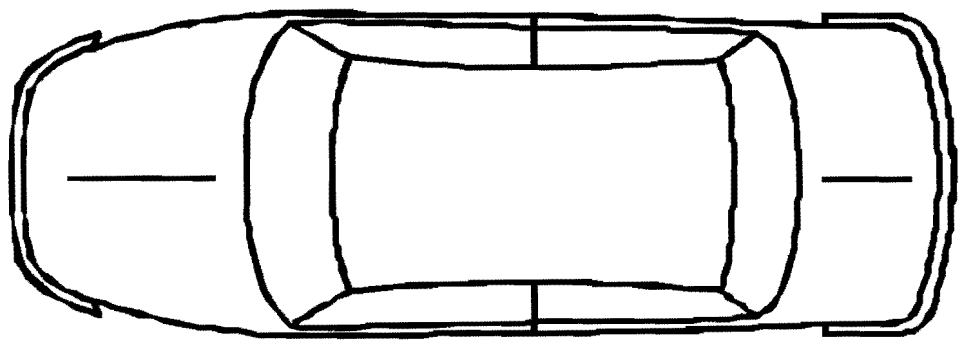
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr[redacted]

Case Number: FRD1113611

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Leah Mason

Arbitrator's Occupation:

Arbitrator's Biography:

Leah Mason has several years of experience in handling civil litigation. She defends suits filed against her company's insureds, as well as subrogation cases. She is able to view cases from both the plaintiff and defendant perspective. Her practice involves investigation and evaluation of cases at each stage and she understnds what information is critical to the strengths and weaknesses of her cases. Having mediated over 100 cases, Ms Mason has the ability to listen and consider opposing views when making decisions.

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BBB AUTO LINE

March 17, 2011

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1113611 [redacted] vs Ford Motor Corporation 1FTWW31R59E[redacted]

Dear Madam/Sir:

Enclosed are:

* *Notice of Inspection*
* Arbitrator Listing Sheet(s)
* Map to the hearing site

The *Notice of Inspection* lists the date, time and location of the vehicle inspection. **Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.**

We reserve the right to determine the final date and time of the inspection.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1113611

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MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1113611 / 0576803090
Customer Name: [redacted]
VIN: 1FTWW31[redacted]
State: Missouri
Warranty Start Date: 6-24-2009
Vehicle year/model: 2009 F350
Current mileage: 31,850 as of 12-02-2010

Purchased: ☒ New ☐ Used (mileage and date of purchase) ☐ Leased (terms of lease)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty
☐ Out of All Warranties
Extended Service Plan: ☐ NO ☒ YES 7 year / 200,000 Diesel Care ESP (Ford Supplied)

SETTLEMENT INFORMATION
What, if anything, was offered to the customer to settle this dispute?

On 3-03-2011, an offer was placed with the BBB for the vehicle:

1) An inspection of the vehicle for the concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.
2) Repairs to any verifiable, warrantable concern found.

Please indicate the customer's response below:
☒ The customer rejected the offer on 03 / 07 / 2011
☐ The customer has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- Noise in Dash
- Oil leak/Transmission
- Fuel Pump exploded
- Vehicle wouldn't start
- Instrument Cluster
- Transmission
- Engine/Electrical
- Engine/Leaks
- Electrical/Engine
- Transmission/Electrical

MANUFACTURER'S POSITION:

Ford Motor Company respectfully asks that our customer's request, for a repurchase with fees, be denied. Ford would note that attorney fees, such as requested by our customer, are not an available remedy under the BBB program.

According to the Missouri BBB Auto Line Program Summary guidelines, under which this program operates rather than the State Lemon Law, the arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect (s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles — whichever occurs first — after the vehicle's warranty start date; and
- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

The only repair under warranty prior to the 18,000 mile guideline above was for a trailer fault light, not listed on the ATA. All other repairs fall outside of the 18/18 guideline for repurchase or replacement.

Further, it is the manufacturer's opinion that the vehicle has not received a substantial number of repairs for a single non-conformity (4 required with the issue continuing to exist), nor has the unit been out of service for an extended amount of time (30 days required). Per the customer's own Customer Claim Form (CCF), there have been, at most, three repairs for an issue, and the days out of service are not even listed. Ford would note that the only issue listed with more than 2 attempts is for transmission leak, of which there was but one verified; a leak from the front pump. There was a repair for the transmission convertor, where the vehicle was presented for a check engine light and an engine oil leak. Whether considered as the same issue or not, there have not been the requisite number of repairs to qualify the vehicle for a repurchase.

It is the opinion of the dealership, Ford's Field Service Engineer (FSE) and Ford Motor Company, that all non-conformities stated on the Agreement to Arbitrate have been properly diagnosed and repaired in compliance with factory guidelines and specifications.

Finally, the vehicle accrued 31,850 miles in the 16 month period between purchase, on 6-24-2009, and the last repair claimed for warranty repair on 12-02-2010, see attached Standard Claims List). Ford would not that this mileage is the same as Mr. Green listed as the vehicle's mileage when the BBB case opened on 2-25-2011. The usage translates out to 1,990 miles per month of use. This is in stark contrast to the Environmental Protection Agency (EPA) estimates of use of a light truck in the U.S. that stands at 1,500 miles per month.[1]

In Ford's opinion, the issues listed on the Agreement to Arbitrate have not *substantially* impaired the safety, value or use of the vehicle, and therefore, do not meet presumption of state Lemon Law.
I think that most of us can empathize with having to have repairs accomplished under the New Vehicle Limited Warranty (NVLW). There is little in our lives (aside from family and computers) that can affect how we feel about our lives like having vehicle issues.

The NVLW exists, however, because it has to be accepted that any mechanical entity can develop unforeseen issues, regardless of how high the production values or the number of control checks that are in place. Ford, like other manufacturers, doesn't have a guarantee that promises a full refund if there are issues, we have the NVLW, promising to repair the defect or non-conformity.

Ford offered to have our Field Service Engineer, an expert in difficult diagnosis and repairs, to inspect the vehicle and address any warrantable issue listed on our customer's considerable list of alleged nonconformity. This offer has been rejected by Mr. Green. Ford feels that it is a reasoned response to the situation with this vehicle.

Ford Motor Company respectfully asks that our customer's request, for a repurchase with fees, be denied.

DOCUMENTATION PROVIDED

☐ Technical Service Bulletins
☐ Recall Notices
☐ Ford Field Service Engineer Report
☐ Dealer Report
☒ Other: Standard Claims List
List amount of any over allowance /negative equity: $ 4,600 Rebates

To: Donna Patterson
BBB AUTO LINE
Fax: 703.247.9700

Completed by: Bob Gray Date: 03-07-2011
Fax: 866-433 7972

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[1] http://www.epa.gov/ **Step 3:** Determining the number of miles driven
The number of miles driven per year is assumed to be 12,000 miles for all passenger vehicles (Bolded by Ford). This number is based on several sources. Calculations from EPA's MOBILE6 model show an average annual mileage of roughly 10,500 miles per year for passenger cars and over 12,400 miles per year for light trucks across all vehicles in the fleet. However, these numbers include the oldest vehicles in the fleet (vehicles 25 years of age and older), which are likely not used as primary vehicles and are driven substantially less than newer vehicles. Since this calculation is for a typical vehicle, including the oldest vehicles may not be appropriate. For all vehicles up to 10 years old, MOBILE6 shows an annual average mileage of close to 12,000 miles per year for passenger cars, and over 15,000 miles per year for light trucks.

FHWA's National Highway Statistics contains values of 11,766 miles for passenger cars and 11,140 miles for light trucks across the fleet. However, as with the MOBILE6 fleet-wide estimates, these numbers include the oldest vehicles in the fleet. EPA's Commuter Model uses 1997 data from Oak Ridge Laboratories for the number of cars nationally and number of miles driven which produces a value of just over 12,000 miles per year. Due to the wide range of estimates, 12,000 miles per vehicle is used as a rough estimate for calculating the greenhouse gas emissions from a typical passenger vehicle.)

5 total warranty visits
All but trailer fault outside 18k miles

Server: **AWS Prod**
Claims loaded through: **25-FEB-2011**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 28-FEB-11
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
TRAILER FAULT LIGHT 1FTWV[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	10	7S11	9C3Z	14489	A	F05	S09	V83	G32	28
AWS Claim Key: 1247659	**Doc #:** 32457702	**Trx Code:**				E83	**Labor Hrs:** 1.2		**Labor Cost:** 102.47		**Material Cost:** 85.25		**Total Cost:** 187.72										
Dlr Cd-Sub Cd: 01743-*	**Name:** ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH					**Ph:** 816-2797485	**St:** MO	**Ctry Cd:** USA	**Reg Cd:** NA	**Repr Date:** 05-APR-10			**DIST(Mile):** 14963										
Cust Comments: VEH TRAILER FAULT LIGHT STAYS ON																							
Tech Comments: MTIME R&R CONTROL/REPAIR WIRING TRAILER FAULT LIGHT COMES ON PART TIME G32 IDS TEST TEST TRAILER BRAKE CONTROL MODULE CODE C2806 PERFORM PINPOIN TEST REPLACED TRAILER BRAKE CONNECTOR ASSY REWIRED TRAILER BRAKE CONNECTOR WITH NEW PIGTAIL RETEST OK OPEN 28																							

(1)

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
TRANS LEAK FRONT PUMP 1FTWW31R59E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	16	3A05	9C3Z	7A103	B	F04	S11	V48	L73	D8
AWS Claim Key: 1933148	**Doc #:** 32995503	**Trx Code:**				E84	**Labor Hrs:** 6.6		**Labor Cost:** 579.36		**Material Cost:** 1605.88		**Total Cost:** 2185.24										
Dlr Cd-Sub Cd: 01743-*	**Name:** ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH					**Ph:** 816-2797485	**St:** MO	**Ctry Cd:** USA	**Reg Cd:** NA	**Repr Date:** 23-SEP-10			**DIST(Mile):** 29411										
Cust Comments: TRANSMISSION HAS A LEAK																							
Tech Comments: TRANSMISSION HAS A LEAK. VERIFIED CONCERN BY DYE TEST. LEAK WAS COMING FROM THE FRONT PUMP. TRANS WAS REMOVED & BENCH MOUNTED FRONT PUMP WAS REMOVED GASKETS & CONVERTER SEAL WERE REPLACED. VEHICLE WAS REASSEMBLED & DRIVEN. LEAK WAS STILL PRESENT AFTER TEST DRIVE.																							

(2)

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
√ENGINE PAN CONVERTER 1FTWW31R59[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	3A08	9C3Z	7902	D	F04	S11	V29	E29	42
AWS Claim Key: 2069750	**Doc #:** 33073202	**Trx Code:**				SPW	**Labor Hrs:** 1.8		**Labor Cost:** 158.01		**Material Cost:** 1072.98		**Total Cost:** 1230.99										
Dlr Cd-Sub Cd: 01743-*	**Name:** ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH					**Ph:** 816-2797485	**St:** MO	**Ctry Cd:** USA	**Reg Cd:** NA	**Repr Date:** 19-OCT-10			**DIST(Mile):** 30301										
Cust Comments: CHECK ENGINE LIGHT ON																							
Tech Comments: VERIFIED CONCERN. IDS TEST. P0741, P01744. PINPOINT TEST. TRANS PAN WAS REMOVED AND TCC SOLENOID WAS REMOVED AND REPLACED. PAN WAS INSTALLED AND VEHICLE WAS DRIVEN. CK ENG LIGHT CAME BACK ON. CONTAC T HOTLINE: 106070177 HOTLINE SUGGEST R&R CONVERTER. TRANS WAS REMOVED FOR OIL LEAK CONVERTER REPLACED/MTIME ADDITIONAL TIME. RD TEST AGAIN.																							

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTWW31R59[redacted]0	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	1D01	3C3Z	6701	B	F04	S11	V44	L65	D8

From: TA:10.100.0.2:22027,3214351123 Page: 5/7 Date: 3/11/2011 5:13:47 PM

OIL LEAK- ENGINE

AWS Claim Key:	2065541	**Doc #:**	33073204	**Trx Code:**	E84	**Labor Hrs:**	4.9	**Labor Cost:**	430.12	**Material Cost:**	60.53	**Total Cost:**	490.65						
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	19-OCT-10	**DIST(Mile):**	30301					
Cust Comments:	CHECK OIL LEAK																		
Tech Comments:	OIL LEAK DIAG FOUND COMING FROM BTWN TRANS AND ENGINE REMOVE TRANS BLACK LIGHT COMING FROM REAR COVER REMOVE REAR COVER REPALCE GSKT AND REAR MAIN SEAL ROAD TEST AFTER REPAIR 3642 L65 D8																		

NOISE IN DASH ACTUATORS

1FTWW31R59[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	7G03	8L8Z	19E616	E	F07	S08	V79	C20	41
AWS Claim Key:	2073812	**Doc #:**	33073203	**Trx Code:**	E83	**Labor Hrs:**	4.1	**Labor Cost:**	359.9	**Material Cost:**	45.16	**Total Cost:**	405.06						
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	19-OCT-10	**DIST(Mile):**	30301					
Cust Comments:	MAKES A NOISE IN DASH																		
Tech Comments:	NOISE WHEN CHANGING TEMP C20 TEST EATC CONTROL ALL PASS CODES NOISE WHEN CHANGING LEFT AND RIGHT TEMP AT ABOUT 72 R AND R DASH REPLACED LEFT AND RIGHT TEMP BLEND DOOR ACUATORS RETEST OK BINDS 41 ***LABOR OPERATIONS																		

(3)

NO START

1FTWW31R[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	17	2E03	8C3Z	9A543	B	F04	S11	V52	D02	42
AWS Claim Key:	2096396	**Doc #:**	33138402	**Trx Code:**	S07	**Labor Hrs:**	16.6	**Labor Cost:**	1457.15	**Material Cost:**	4328	**Total Cost:**	5785.15						
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	05-NOV-10	**DIST(Mile):**	31031					
Cust Comments:	CRANKS WONT FIRE CONTINUE: ***PER SERVICE MANAGER: CAB HAD TO B																		
Tech Comments:	TURNS OVER WILL NOT START PERFORM DIAG SHEET FOUND ODES P0001,0003,0091,0101,042F,0488,0691,179A. ELECTRIC FUEL PRESS TEST 7 PSI. MONITOR FRP CRANKING TEST. FRP SENSOR NO START TEST. PERFORM PINPOINT TEST. FUSE 74 BLOWN. FOUND LOOM TO HIGH PRES PUMP GROUNDED. PERFORM DEBRIS CK. FOUND DEBRIS IN SECONDARY FUEL FILTER AT INJECTOR LINES 1&2. CONTACT PRIOR APPROVAL:PAAUX/104160431. R&I CAB. PERFORM																		

(4)

RENTAL

1FTWW31R59E[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	6Y20	*	RENTAL	*	F09	SXX	V99	A99	82
AWS Claim Key:	2117427	**Doc #:**	3320981	**Trx Code:**	P11	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	240.32						
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	29-NOV-10	**DIST(Mile):**	31052					
Cust Comments:	CUDL# 576803090 RENTAL ASSISTANCE																		
Tech Comments:	CUDL# 576803090. CLP RENTAL FOR CUSTOMER ASSISTANCE. REF TICKET # 36331384																		

(5)

RENTAL

1FTV[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	6Y20	*	TAP3	*	F09	SXX	V99	A99	82
AWS Claim Key:	2200884	**Doc #:**	3322113	**Trx Code:**	TAP3	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	45						
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St:** MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	02-DEC-10	**DIST(Mile):**	31850					
Cust Comments:	CLAIM FOR TRANSPORTATION ASSISTANCE.																		
Tech Comments:	INV 36332211, 2. TRANSPORTATION ASSISTANCE. ENTERPRISE RENTAL. 928576. 7 DAYS CUSTOMER WAS IN E350/1FBSS3BL4ADA65430 FOR 1 DAY, (TAP3) CUSTOMER WAS IN DODGE CARAVAN/2D4RN5D12AR432849 FOR 4 DAYS,(TAP1) CUSTOMER WAS IN CHEV																		

1FTWW31R59EA44180	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
AWS Claim Key:	2200885	**Doc #:**	3322114	**Trx Code:**	TAP1	**Labor Hrs:**	0	**Labor Cost:**	0	**Material Cost:**	0	**Total Cost:**	180						

From: TA:10.100.0.2:22027,3214351123 Page: 6/7 Date: 3/11/2011 5:13:48 PM

EA11-003 000479LC

RENTAL

Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St: MO**	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	02-DEC-10		**DIST(Mile):**	31850				
Cust Comments:	CLAIM FOR TRANSPORTATION ASSISTANCE																		
Tech Comments:	CLAIM FOR TRANSPORTATION ASSISTANCE INV 332211,2 6 DAYS @ TAP1																		

1FTWW31R59[redacted]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	18-02-09	24-06-09	153010	USA	18	3A05	9C3Z	7A103	B	F04	S11	V29	E29	42

WRENCH LIGHT

AWS Claim Key:	2181743	**Doc #:**	3322112	**Trx Code:**	SPW	**Labor Hrs:**	8.1	**Labor Cost:**	711.03	**Material Cost:**	1523.24	**Total Cost:**	2234.27							
Dlr Cd-Sub Cd:	01743-*	**Name:**	ANDERSON FORD LINCOLN MERCURY OF ST. JOSEPH	**Ph:**	816-2797485	**St: MO**	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	02-DEC-10		**DIST(Mile):**	31850					
Cust Comments:	WRENCH LIGHT ON PART TIME.																			
Tech Comments:	104212775. VERIFIED CONCERN IDS TEST. P1744. PINPOINT TEST CONTACT HOTLINE 104212775 HOTLINE SUGGESTED TO SWAP TCC & SSE. PAN WAS RMEOVED & SOLENOIDS WERE SWITCHED (MTIME). PAN WAS INSTALLED & VEHICLE WAS ROAD TESTED. NO CHANGE OCCURRED. HOTLINE THEN SAID TO REMOVE PUMP & DISASSEMBLE. TRANSMISSION WAS REMOVED. TRANS WAS BENCH MOUNTED. PUMP WAS REMOVED & DISSASEMBLED(MTIME). SC																			

PUMP

5

Any comments? You can contact

webmaster

From: TA:10.100.0.2:22027,3214351123 Page: 7/7 Date: 3/11/2011 5:13:48 PM

Coming from the North

MAPQUEST.

Coming from the North

START [redacted]

END [redacted]
Kansas City, MO [redacted]
2034, US

Total Est. Time:
52 minutes

Total Est. Distance:
37.36 miles

Maneuvers	Distance
START **1:** Start out going [redacted] toward MO-10.	0.3 miles
2: Turn RIGHT onto [redacted] to follow MO-10.	0.1 miles
3: Turn LEFT onto [redacted] Continue to follow MO-10 W.	1.7 miles
★ **4:** Take US-69 S.	14.6 miles
5: US-69 S becomes I-35 S.	10.5 miles
6: Merge onto US-71 S via EXIT 3 on the LEFT toward I-70 E.	0.5 miles
7: Take the I-670 / US-71 S exit- EXIT 2L- toward I-35 S / WICHITA.	<0.1 miles
8: Merge onto I-670 W / I-70 ALT W via EXIT 2M toward I-35 S / WICHITA.	0.8 miles
9: Merge onto I-35 S via EXIT 2T toward WICHITA.	1.4 miles
10: Take the SOUTHWEST TRAFFICWAY exit- EXIT 1A- on the LEFT.	0.1 miles
11: Merge onto [redacted]	1.9 miles
12: SOUTHWEST TRFY becomes [redacted]	0.7 miles
13: Turn SLIGHT RIGHT onto [redacted] Continue to follow [redacted].	4.2 miles
END **14:** End at [redacted] Kansas City, MO [redacted]	

EA11-003 000481LC

Coming from the South

MAPQUEST

Coming from the South

START **Belton, MO US**

END [redacted]
Kansas City, MO [redacted]
[redacted] US

Total Est. Time:
24 minutes

Total Est. Distance:
16.46 miles

Maneuvers	Distance
START **1:** Start out going NORTHWEST on [redacted]	<0.1 miles
2: Turn RIGHT onto [redacted]	0.2 miles
3: Turn RIGHT onto [redacted] ST.	0.1 miles
4: Turn LEFT onto MO-Y.	0.8 miles
NORTH 71 **5:** Merge onto US-71 N via the ramp on the LEFT toward KANSAS CITY.	7.1 miles
WEST 435 **6:** Merge onto I-435 W / US-50 W toward WICHITA.	4.2 miles
75A EXIT **7:** Take the WORNALL ROAD exit- EXIT 75A.	0.2 miles
8: Keep RIGHT at the fork to go on [redacted]	1.2 miles
9: Turn LEFT onto [redacted].	2.0 miles
10: Make a U-TURN onto [redacted]	0.2 miles
END **11:** End at [redacted] Kansas City, MO [redacted]	

Total Est. Time: 24 minutes **Total Est. Distance:** 16.46 miles

Mar 16 06 12:41p p.3

Coming from the East

MAPQUEST

Coming from the East

START [redacted] US

END [redacted] US

Total Est. Time:
36 minutes

Total Est. Distance:
31.03 miles

Maneuvers	Distance
START **1:** Start out going NORTH on N [redacted] toward [redacted].	0.4 miles
WEST 70 **2:** Merge onto I-70 W via the ramp on the LEFT toward [redacted]	15.8 miles
SOUTH 435 **3:** Merge onto I-435 S via EXIT 8A toward [redacted]	8.1 miles
70 EXIT **4:** Take the MO-W / [redacted].	0.3 miles
WEST W **5:** Keep RIGHT at the fork to go on MO-W W / E BANNISTER RD.	3.5 miles
6: Turn RIGHT onto [redacted]	0.2 miles
7: Turn LEFT onto [redacted]	2.0 miles
8: Make a [redacted].	0.2 miles
END **9:** End at [redacted] Kansas City, MO [redacted]	

Total Est. Time: 36 minutes **Total Est. Distance:** 31.03 miles

Mar 16 06 12:41p p.5

Coming from the West

MAPQUEST Coming from the West

[redacted]

END [redacted]
Kansas City, MO [redacted]-
[redacted] US

Total Est. Time:
29 minutes

Total Est. Distance:
23.60 miles

Maneuvers	Distance
START **1:** Start out going WEST on [redacted] ST.	0.1 miles
2: Turn RIGHT onto [redacted].	<0.1 miles
3: Turn RIGHT onto [redacted]	1.5 miles
4: Merge onto I-435 S via the ramp on the LEFT.	17.7 miles
5: Take the STATE LINE RD exit- EXIT 75B.	0.3 miles
6: Turn LEFT onto [redacted]	3.4 miles
7: Turn RIGHT [redacted].	<0.1 miles
[redacted] RIGHT onto [redacted].	0.2 miles
END **9:** End at [redacted] US	

Total Est. Time: 29 minutes **Total Est. Distance:** 23.60 miles

EA11-003 000484LC

Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

03-03-2011

Mr [redacted]
[redacted]
1FTWW31R59E[redacted]
BBB Specialist - Donna Patterson
Ford DRS - Bob Gray

I think that most of us can empathize with having to have repairs accomplished under the New Vehicle Limited Warranty (NVLW). There is little in our lives (aside from family and computers) that can affect how we feel about our lives like having vehicle issues. The NVLW exists, however, because it has to be accepted that any mechanical entity can develop unforeseen issues, regardless of how high the production values or the amount of quality control that is put in place. Ford, like other manufacturers, doesn't have a guarantee that promises a full refund if there are issues, we have the NVLW, promising to repair the defect or non-conformity.

Ford wishes to make sure that the dealerships have done just that.

Ford Motor Company (FMC) would like to offer our valuable customer

1) An inspection of the vehicle for the concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.
2) Repairs to any verifiable, warrantable concern found.

While, in Ford's opinion, the vehicle does not qualify for repurchase under the BBB Auto Line Program Summary guidelines, we value Mr. Green as our customer and want to resolve any issues with the vehicle as quickly as possible.

Bob Gray
Dispute Resolution Specialist
Ford Motor Company *"Satisfied Customers are Ford's BEST Asset"*

Donna,

Attached is our offer for Mr. Green. It has also been sent to the BBB main FAX.

Thank you.

Bob Gray
Ford Dispute Resolution Specialist
866 567 6518 X 7244
Fax 866 433 7972

"Satisfied Customers ARE Ford's Best Asset."

BBB AUTO LINE

February 25, 2011

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1113611 [redacted] vs Ford Motor Corporation 1FTWW31R59E[redacted]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

* *Customer Claim Form* (CCF)
* Any documentation submitted by the attorney
* *Agreement to Arbitrate* (except in California);
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506

BBB AUTO LINE

February 25, 2011
Re: W-C2 FRD1113611: [redacted] vs Ford Motor Corporation
1FTWW31R59E[redacted]

KROHN & MOSS AL GA IL KY KS MN MO WI TX
120 WEST MADISON 10TH FLOOR
CHICAGO IL 60602

Dear Adam C. Maxwell:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

* *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
* *Agreement to Arbitrate* - The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
* *Customer Claim Form* (CCF) – Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and return the *CCF* to us with any necessary corrections or additions.
* *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

____ No further documentation is required at this time
____ Repair orders relating to the complaints(s)
__X__ The vehicle's current registration
____ The purchase contract or lease agreement
____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business <u>fourteen days</u> from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506

BBB AUTO LINE
Customer Claim Form

Case number: FRD1113611
Contact Date: 02/25/11
Start Date: 02/25/11

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: Chicago State: IL Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: [redacted] E-mail [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-250 Truck Year: 2009 Current mileage:

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: same, , KS

Primary Servicing dealer/city/state: SPEEDWAY FORD,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 06/24/09 Mileage at purchase/lease:

First repair attempt date: 09/23/10 First repair attempt mileage: 29411

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☐ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Vehicle repurchase plus attorney's fees.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FTWW31R59E[redacted]

Lienholder/Leasing Company _____ **Phone Number**_____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**
Noise in Dash		2		yes
Oil leak/Transmission		3		yes
Fuel Pump exploded		1		yes
Vehicle wouldn't start		1		yes
Instrument Cluster		2		yes
Transmission		1		yes
Engine/Electrical		1		yes
Engine/Leaks		1		yes
Electrical/Engine		1		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days** **6/10/07 12,700 miles 1 day**	**yes**
Transmission/Electrical		1		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 02/25/2011 Case Number: FRD1113611
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 MO 1FTWW31R59E[redacted]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : F-250 Truck
Year : 2009

All parties named above submit to arbitration the following:

* Noise in Dash
* Oil leak/Transmission
* Fuel Pump exploded
* Vehicle wouldn't start
* Instrument Cluster
* Transmission
* Engine/Electrical
* Engine/Leaks
* Electrical/Engine
* Transmission/Electrical

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase
Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

VIA FACSIMILE: 703-247-9700
(With Delivery Confirmation)

February 25, 2011

WRTAC
FRD1113611

Council of Better Business Bureau, Inc.
Attn.: Brian Drouin
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

RE: [redacted] v. Ford Motor Company

Dear Mr. Drouin,

Please find enclosed the corresponding documents for the referenced case. We are requesting a documents-only hearing (fax: 866-264-3755). My clients' written position has been stated in this initial application. They request a refund or replacement under the Magnuson-Moss Law based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you for your cooperation in this matter to our request.

Thank you,

Chris Hyatt
Krohn & Moss, Ltd
120 W. Madison Street
10th Floor
Chicago, IL 60602
(312) 578-9428 Ext 206

BBB AUTO LINE
Customer Claim Form

Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing [redacted]

[redacted]

Day phone: [redacted] Evening [redacted] Cell phone:

Fax: [redacted] E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Super Duty Year: 2009 Current mileage:

Name(s) that appears on the vehicle [redacted]

Selling dealer/city/state: Shawnee Mission Ford, Shawnee KS

Primary Servicing dealer/city/state: Speedway Ford, Griffin GA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: September 23, 2010 First repair attempt mileage: 29,411

How often is the vehicle used for business purposes (percentage): % Number of vehicles owned or leased by the business: Transmission type: ☐ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☐ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN:1FTWW31R59EA44180 / Vehicle Repurchase plus attorneys fees.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER

Lienholder/Leasing Company N/A **Phone Number**

Account Number

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	
Noise In Dash	Anderson Ford	2	10-19-10, 30301 } This was 9-23-10, 29411 } fixed while in shop for other	NO
Oil Leak/Transmission Problem	Anderson Ford	3	9-23-10, 29411, 19 Days 10-19-10, 30301, 18 Days 12-2-10, 31850, 21 Days	NO
Fuel Pump Exploded	Anderson Ford	1	11-5-10, 31031, 17 Days	NO
Vehicle Would Not Start	Anderson Ford	1	11-23-10, 31060, 2 Hours	NO
Vehicle fails to Start			This an ongoing problem I have called the Dealer	
			But since it does it sometime and not others it is hard to	
			have them look at.	

Total days out of service for all problems: 75

Signature of Titled [redacted] Date 2-24-2011
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

Date of Repair	Mileage	Description of Problem/Repair	Defect's
09/23/10-10/11/10	29,411	Free multi point inspection	Inspection
		Makes a noise in dash	Instrument Cluster
		Transmission has a leak	Transmission
10/19/10-11/23/10	30301-31,031	Free multi point inspection	Inspection
		Check engine light on	Engine/Electrical
		Makes a noise in dash	Instrument Cluster
		Check oil leak	Engine/Leaks
		Free multi point inspection	Inspection
		Cranks wont fire	Electrical/Engine
12/02/10-12/23/10	31,850	Free multi point inspection	Inspection
		Wrench light on p/t	Transmission/Electrical

Shawnee Mission Ford, Inc.
11501 Shawnee Mission Parkway • Shawnee, Kansas 66203
Phone: 913-631-0000 • Fax: 913-268-6521
www.shawneemissionford.com

RETAIL PURCHASE AGREEMENT

Deal Number: OOT36846
Purchaser's Name(s): [redacted]
Date: JUN 24TH 2009
Address: [redacted] ST JOSEPH MO [redacted] County: BUCHANAN
Home Telephone: [redacted] Work Telephone: [redacted]
Social Security #: [redacted] D. L./State I.D.#: _____ Issuing State: MO Exp. Date: _____

The above information has been requested so that we may verify your identity in accordance with the USA Patriot Act. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2009	FORD	F-350 SD	RED	T36846

SERIAL NO.	ODOMETER READING	SALESPERSON
1FTWW31R59E[redacted]	279	JAMES A BEADLE

THE VEHICLE IS: X NEW ☐ USED
PRIOR USE DISCLOSURE: N ☐ DEMONSTRATOR N ☐ PRIOR LEASE N ☐ RENTAL N ☐ OTHER (Y = YES, N = NO)

WARRANTY STATEMENT

Pursuant to Kansas Law, this vehicle is sold by us with the implied warranties of merchantability and fitness for a particular purpose, except with regard to particular defects that are disclosed to you in the "Waiver of Implied Warranties for Particular Defects." No express warranties are given by the Dealership unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY): The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

☐ Our Used Vehicle Limited Warranty Applies. Please see the attached Limited Warranty.

CASH PRICE OF VEHICLE	58,145.00
OTHER GOODS/SERVICES:	
LABOR	320.00
TOTAL SELLING PRICE	58,465.00
LESS TRADE-IN ALLOWANCE	15,794.00
	N/A
DEALER ADMINISTRATIVE FEE	249.00
SUBTOTAL	42,920.00
SALES TAX @ 7.7500 %	N/A
PLUS: BALANCE OWNED ON TRADE-IN	N/A
TOTAL AMOUNT DUE	42,920.00
DEPOSIT/PARTIAL PAYMENT	
DOWN PAYMENT	30,320.00
REBATES	4,600.00
UNPAID BALANCE DUE	

TRADE-IN VEHICLE INFORMATION

Year: 2002 Make: FORD Model: F-250 SD Color:
Serial No: 1FTNW21F32EE[redacted] Odometer Reading: 140152
Trade-In Allowance: 15,794.00 Balance Owed & Lienholder: N/A

☐ DEPOSIT/☐ PARTIAL PAYMENT: The sum of $ N/A was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for _____ days.
Purchaser(s): _____

KANSAS TITLE SEARCH DISCLOSURE: We have not performed a title search for the vehicle you are purchasing to determine the accuracy of the mileage or use of the vehicle shown on the Odometer Statement, unless we indicate otherwise in the "Other Material Understandings and Integrated Documents" Section below.
Purchaser(s): _____

"WAIVER OF IMPLIED WARRANTIES FOR PARTICULAR DEFECTS"
If you do not agree with the statements in this box, please see the attached addendum.

ATTENTION PURCHASER(S): Sign here only if you have read the "Waiver of Implied Warranties for Particular Defects" and you agree to purchase the vehicle with knowledge that the defects exist and that our Dealership is disclaiming all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose, as to the disclosed defects.

Purchaser's Signature(s): _____

"OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS"

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION
☐ IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT

AGREEMENT TO ARBITRATE: By entering into this Agreement, Purchaser(s) and Dealership (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute between them regarding: (1) The purchase by Customer(s) of the above-referenced Vehicle and any related goods and services; (2) This Retail Purchase Agreement and any document incorporated herein; (3) The application for and terms of financing, including the terms and conditions set forth in the Retail Installment Contract; and/or (4) Any dispute with respect to the existence, scope or validity of this Agreement to Arbitrate.

The Parties agree they are not waiving their right to exercise any self-help or provisional remedy available by law or pursuant to any agreement between them. Nor is either Party required to arbitrate any claim that is filed and properly within the jurisdiction of a small claims court or equivalent state court. Until a Party entitled to do so requests arbitration, any Party to this Agreement may proceed with such other rights and remedies; provided, however, that neither Party waives the right to request arbitration under this Agreement by exercising other rights and remedies or by initially agreeing to litigate a claim in court. In addition, if a claim originally brought in a small claims court (or equivalent state court) is transferred or appealed to a higher trial court or if a new claim is asserted after the initial filing of such litigation, the Parties retain the right to request arbitration under this Agreement.

This Agreement evidences a transaction involving interstate commerce. The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C.§1 et seq.) ("FAA") shall govern any arbitration under this Agreement and the arbitration proceedings will be conducted in accordance with the Arbitration Rules of the American Arbitration Association and the Supplementary Procedures for Consumer-Related Disputes (1-800-778-7879) 335 Madison Ave., Flr 10, NY, NY 10017-4605 (www.adr.org). A copy of the Arbitration Rules may be obtained from the Dealership upon request, by visiting the web site indicated or by contacting the Organization directly. The Rules in effect at the time the request for arbitration is made will govern.

If the Dealership initiates the arbitration proceedings, it will pay the entire cost of the initial filing fees. If the Customer initiates the arbitration proceedings, the Customer will pay the initial filing fees up to the amount he/she would be required to pay if the claim was filed before a state or federal court of law having proper jurisdiction over the proceeding. The Dealership will, upon Customer's request, pay any portion of the initial filing fees that exceeds this amount. The Dealership will also pay for any administrative costs for the arbitration proceedings reasonably incurred by the Purchaser(s) that exceed $750.00. The arbitration proceedings shall take place in the county and state where the Dealership is located and the transaction occurred (unless the Parties agree in writing to an alternate location) and consent to the jurisdiction of the courts of said county and state for purposes of enforcing this Agreement and the decision of the arbitrator(s).

The arbitrator(s) shall be attorneys or retired judges and shall be selected in accordance with the Arbitration Rules. They shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. Either party may demand a written decision from the arbitrators setting forth the findings of fact and/or conclusions of law. Nothing in this agreement shall be interpreted as limiting or precluding the arbitrator(s) from awarding monetary damages or any other relief provided for by law. Furthermore, neither party is precluded from filing a complaint with the Office of the Attorney General of the State or from participating in a mediation program administered by the Attorney General or Better Business Bureau, but the Parties agree that by entering into this Agreement they are waiving their right to a jury trial. Once one of the parties has demanded arbitration, binding arbitration is the exclusive method for resolving any and all claims between them. The decision of the arbitrator(s) shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration proceedings. The cost of appeal shall be borne by the appealing party.

BY SIGNING HERE, YOU [redacted] AD THIS AGREEMENT TO ARBITRAT[redacted]IONS.

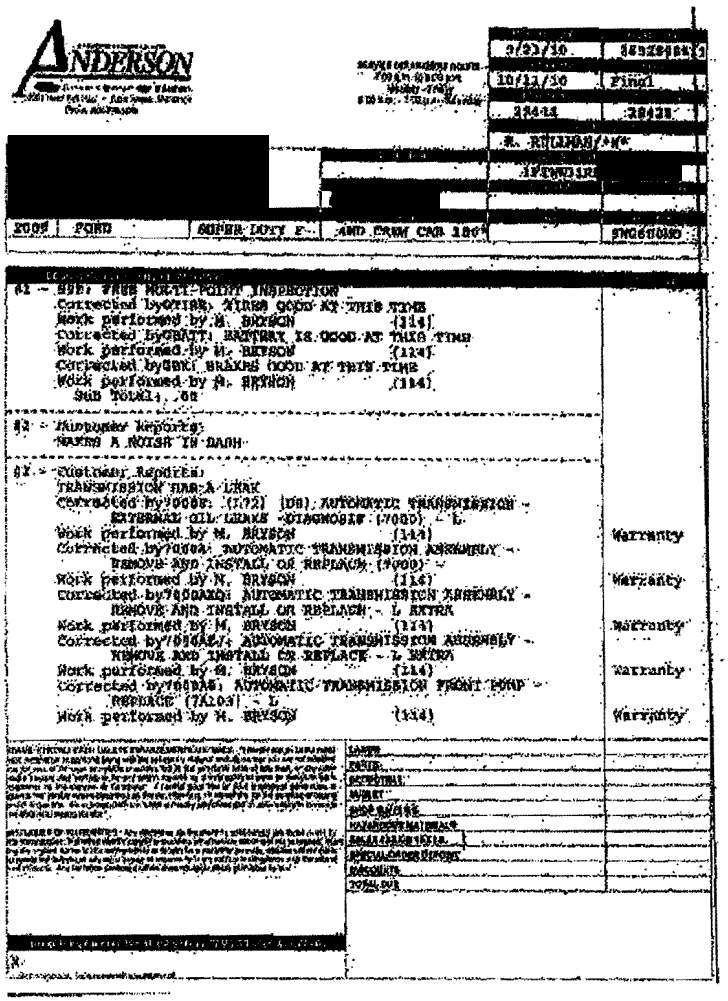
Purchaser(s) Signature(s): [redacted]

I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and I hereby acknowledge that this Agreement is complete and accurately reflects the agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until

[redacted]

Accepted by Authorized Dealership Representative

BARNETT BUSINESS FORMS, INC. 800-328-1433/BC-RPA-0006



ANDERSON

9/23/10	[illegible]
10/11/10	Final
28411	28421
R. RULLMAN/*W*	
[illegible]	

[redacted]

2005	FORD	SUPER DUTY F-	4WD CREW CAB 180"	[illegible]

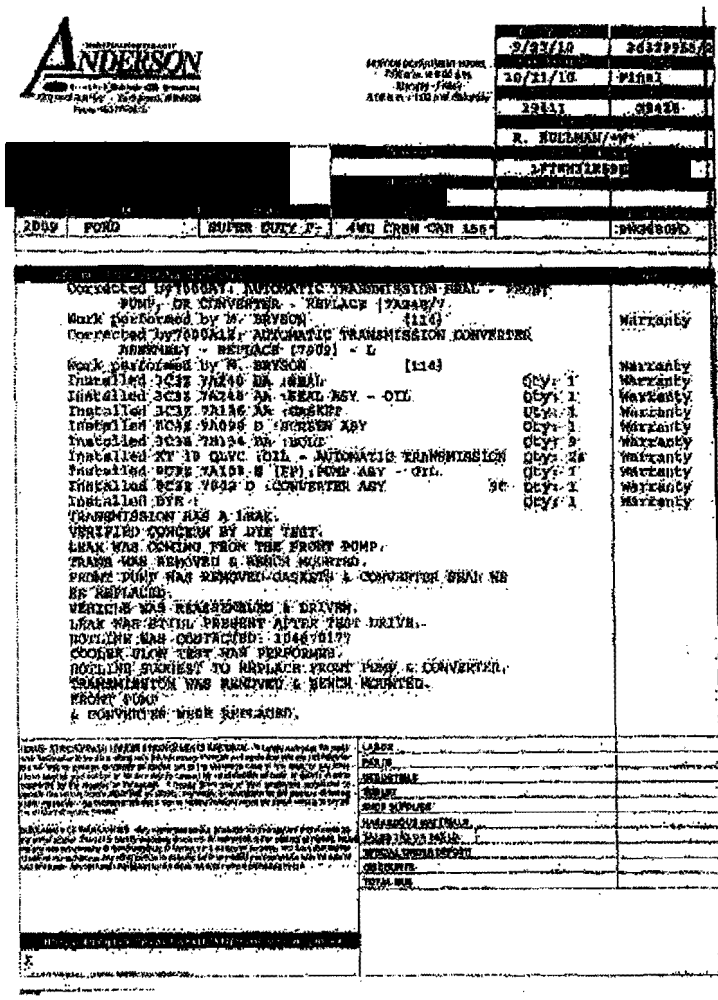
#1 - SSP: FREE MULTI-POINT INSPECTION
Corrected by[illegible]: TIRES GOOD AT THIS TIME
Work performed by M. BRYSON (114)
Corrected by[illegible]: BATTERY IS GOOD AT THIS TIME
Work performed by M. BRYSON (114)
Corrected by[illegible]: BRAKES GOOD AT THIS TIME
Work performed by M. BRYSON (114)
Sub Total: .00

#2 - Customer Reports:
MAKES A NOISE IN DASH

#3 - Customer Reports:
TRANSMISSION HAS A LEAK
Corrected by[illegible]: (L72) (D8) AUTOMATIC TRANSMISSION - EXTERNAL OIL LEAKS -DIAGNOSIS (7000) - L
Work performed by M. BRYSON (114) Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE (7000) -
Work performed by M. BRYSON (114) Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA
Work performed by M. BRYSON (114) Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA
Work performed by M. BRYSON (114) Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION FRONT PUMP - REPLACE (7A103) - L
Work performed by M. BRYSON (114) Warranty

LABOR	
PARTS	
SUBCONTRACT	
MARKET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TEXTS	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

X



ANDERSON

2/23/10	2d329955/2
10/21/10	Final
29111	038238
R. HULLMAN/mf*	

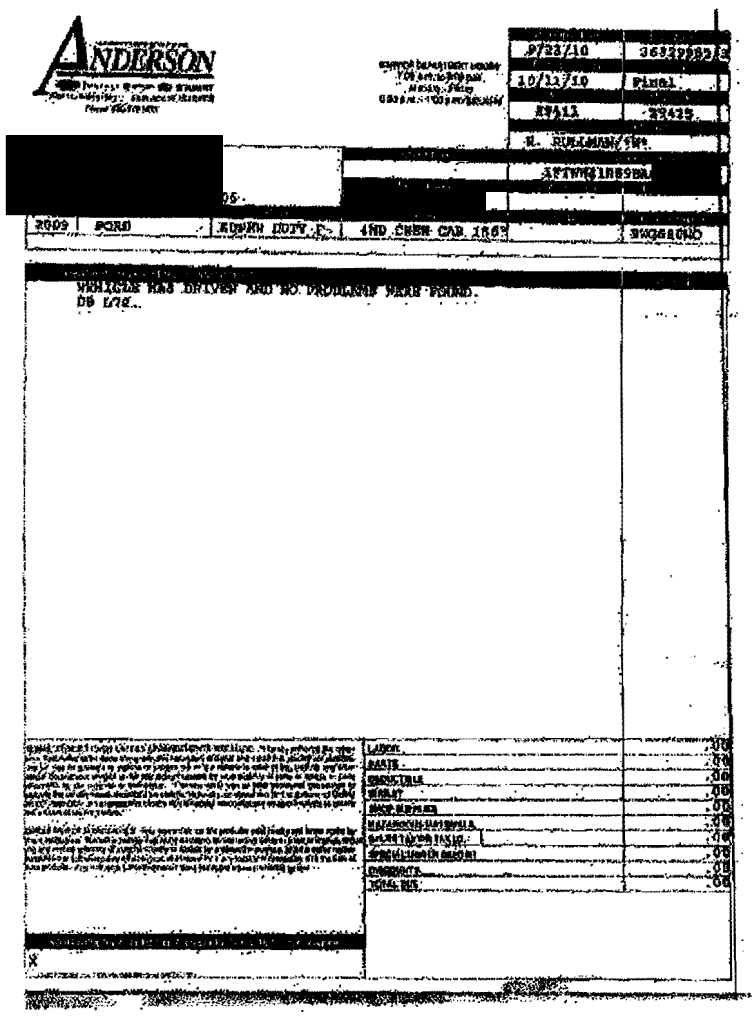
[redacted]

2009	FORD	SUPER DUTY F-	4WD CREW CAB 156	[redacted]

Corrected 10/08/10: AUTOMATIC TRANSMISSION SEAL - FRONT PUMP, OR CONVERTER - REPLACE (7A248/7...
Work performed by M. BRYSON (114) Warranty
Corrected by 7/09/2010: AUTOMATIC TRANSMISSION CONVERTER ASSEMBLY - REPLACE (7509) - L
Work performed by M. BRYSON (114) Warranty
Installed 3C3Z 7A240 BA SEAL Qty: 1 Warranty
Installed 3C3Z 7A248 AA SEAL ASY. - OIL Qty: 1 Warranty
Installed 3C3Z 7A186 AA GASKET Qty: 1 Warranty
Installed 8C3Z 9A094 D SCREEN ASY Qty: 1 Warranty
Installed 3C3Z 7N164 BA BOLT Qty: 9 Warranty
Installed XT 10 QLVC (OIL - AUTOMATIC TRANSMISSION Qty: 22 Warranty
Installed 8C3Z 7A191 B (EP) PUMP ASY - OIL Qty: 1 Warranty
Installed 8C3Z 7G412 D CONVERTER ASY Qty: 1 Warranty
Installed DYR Qty: 1 Warranty
TRANSMISSION HAS A LEAK.
VERIFIED CONCERN BY DTE TEST.
LEAK WAS COMING FROM THE FRONT PUMP.
TRANS WAS REMOVED & BENCH MOUNTED.
FRONT PUMP WAS REMOVED. GASKETS & CONVERTER SEAL NEED TO BE REPLACED.
VEHICLE WAS REASSEMBLED & DRIVEN.
LEAK WAS STILL PRESENT AFTER TEST DRIVE.
ROTUNDA WAS CONTACTED: 10467017?
COOLER FLOW TEST WAS PERFORMED.
ROTUNDA SUGGEST TO REPLACE FRONT PUMP & CONVERTER.
TRANSMISSION WAS REMOVED & BENCH MOUNTED.
FRONT PUMP & CONVERTER WERE REPLACED.

LABOR	
PARTS	
SUBLETTING	
SHOP SUPPLIES	
MISCELLANEOUS ITEMS	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

[redacted]



ANDERSON

9/23/10	36329[illegible]
10/11/10	Final
29411	29425
[illegible]	
[illegible]	

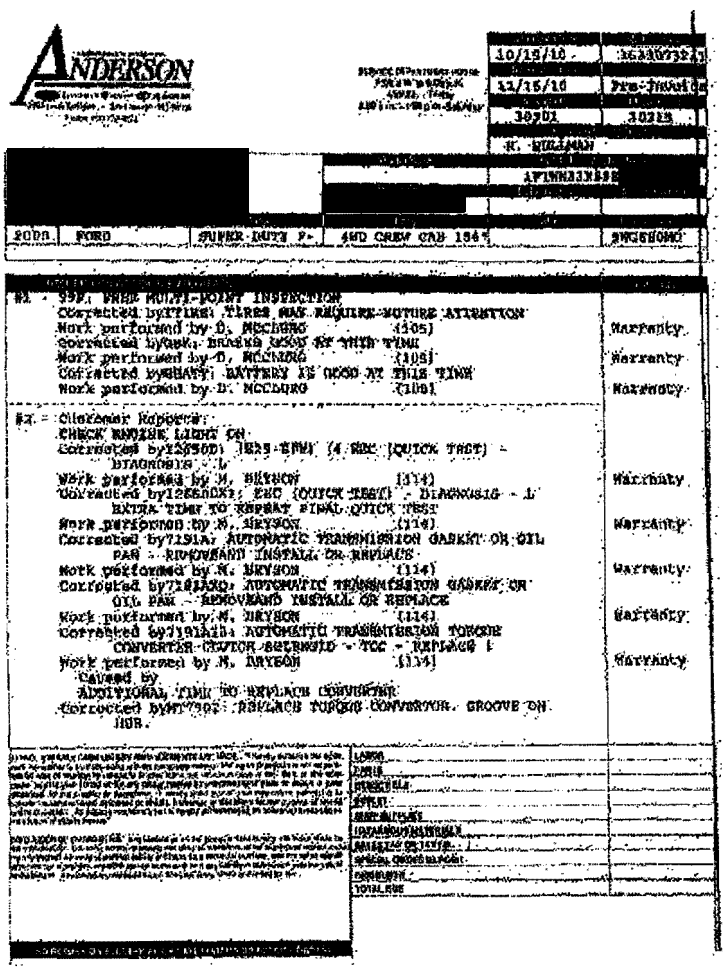
[redacted]

2009	FORD	[illegible]	4ND CREW CAB 1[illegible]		[illegible]

VEHICLE HAS DRIVEN AND NO PROBLEMS WERE FOUND.
DS 1/12.

LABOR	.00
PARTS	.00
CONSULTING	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
TOTAL DUE	.00

X



ANDERSON

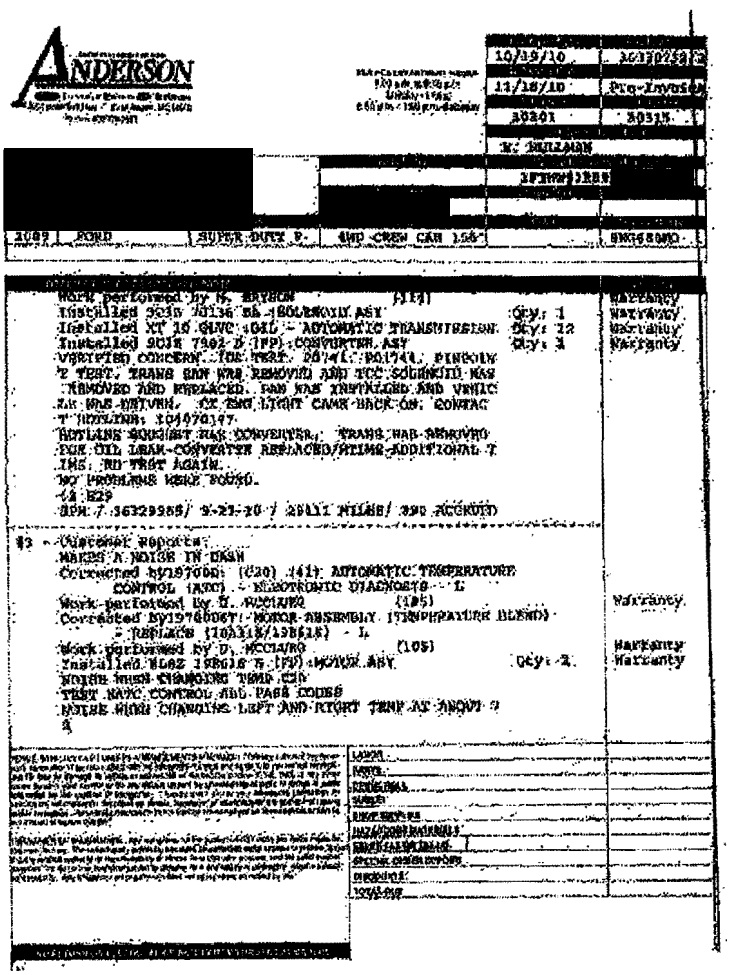
10/15/10	16330732[illegible]
11/15/10	Pre-Invoice
30301	30215
K. [illegible]	
[redacted]	
[redacted]	

2008	FORD	SUPER DUTY F-	4WD CREW CAB 154"	[illegible]

#1 - 99P: FREE MULTI-POINT INSPECTION
Corrected by[illegible]: TIRES MAY REQUIRE FUTURE ATTENTION
Work performed by D. MCCLURG (105) — Warranty
Corrected by[illegible]: BRAKES GOOD AT THIS TIME
Work performed by D. MCCLURG (105) — Warranty
Corrected by[illegible]: BATTERY IS GOOD AT THIS TIME
Work performed by D. MCCLURG (105) — Warranty

#2 - Customer Reports:
CHECK ENGINE LIGHT ON
Corrected by[illegible]: [illegible] (4 REC (QUICK TEST) - DIAGNOSIS - L
Work performed by M. BRYSON (114) — Warranty
Corrected by[illegible]: [illegible] (QUICK TEST) - DIAGNOSIS - L
EXTRA TIME TO REPEAT FINAL QUICK TEST
Work performed by M. BRYSON (114) — Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVEAND INSTALL OR REPLACE
Work performed by M. BRYSON (114) — Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVEAND INSTALL OR REPLACE
Work performed by M. BRYSON (114) — Warranty
Corrected by[illegible]: AUTOMATIC TRANSMISSION TORQUE CONVERTER CLUTCH SOLENOID - TCC - REPLACE 1
Work performed by M. BRYSON (114) — Warranty
Caused by
ADDITIONAL TIME TO REPLACE CONVERTER
Corrected by[illegible]: REPLACE TORQUE CONVERTOR. GROOVE ON HUB.

LABOR	
DATE	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
TOTAL DUE	



ANDERSON

10/19/10

11/18/10 Pre-Invoice

30201 30315

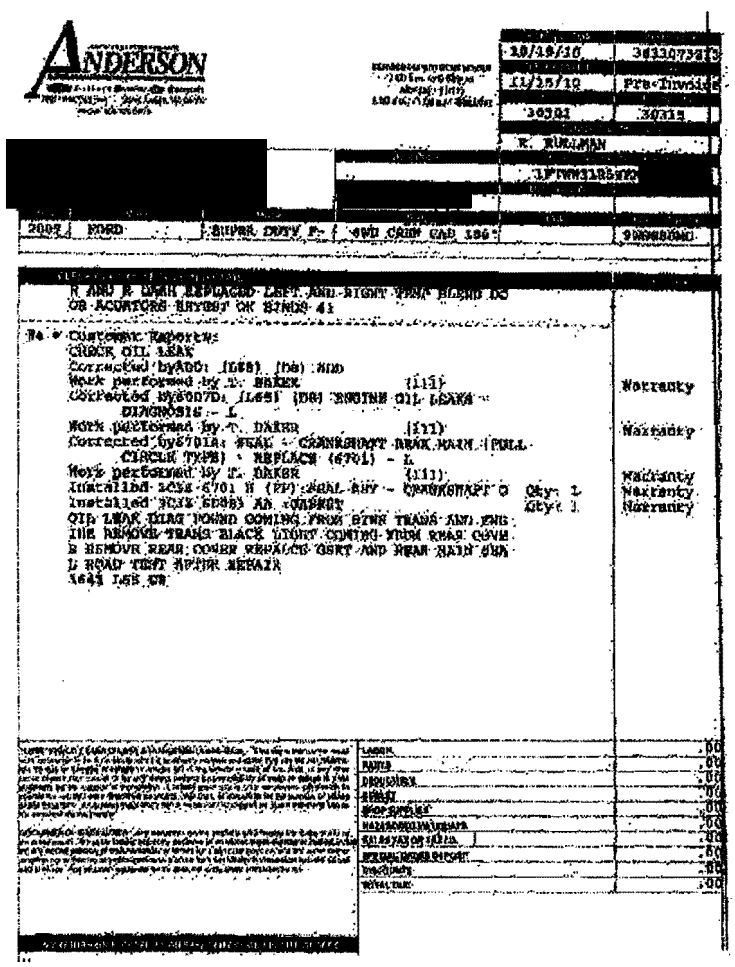
[redacted]

2009 | FORD | SUPER DUTY F- | 4WD CREW CAB 156" | 8W6580MD

Work performed by M. BYRON (114)
Installed 5C3Z 7G136 BA - SOLENOID ASY Qty: 1 Warranty
Installed XT 10 QLVC 4OIL - AUTOMATIC TRANSMISSION Qty: 12 Warranty
Installed 9C3Z 7902-D (FP) - CONVERTER ASY Qty: 1 Warranty
VERIFIED CONCERN. TOW TEST. PO1741, P01744, P1810 W
E TEST, TRANS SUM WAS REMOVED AND TCC SOLENOID WAS
REMOVED AND REPLACED. PAN WAS INSTALLED AND VEHIC
LE WAS RETURN. CE SNG LIGHT CAME BACK ON. CONTAC
T HOTLINE, 10407017.
HOTLINE SUGGEST R&R CONVERTER. TRANS WAS REMOVED
DUE OIL LEAK-CONVERTER REPLACED/TIME ADDITIONAL T
IME, RD TEST AGAIN.
NO PROBLEMS WERE FOUND.
-A: E29
RPH: 7.36329585/ 9-21-10 / 29111 MILES/ 390 ACCRUED

#3 - (Customer Reports)
MAKES A NOISE IN DASH
Corrected By197066: (C20) 141: AUTOMATIC TEMPERATURE
CONTROL (ATC) - ELECTRONIC DIAGNOSIS - L
Work performed by E. ROSIAKO (105) Warranty
Corrected By197066T: - MOTOR ASSEMBLY, (TEMPERATURE BLEND)
- REPLACE (10A318/19B618) - L
Work performed by D. MCCLARO (105) Warranty
Installed 9L8Z 19B618 A (FP) - MOTOR ASY Qty: 2. Warranty
NOISE WHEN CHANGING TEMP CIR
TEST HVAC CONTROL AND PASS CODES
NOISE WHEN CHANGING LEFT AND RIGHT TEMP AT ABOUT 9
4

LABOR
PARTS
SUBLETS
MISC
SHOP SUPPLIES
HAZARDOUS MATERIALS
ENVIRONMENTAL
SPECIAL ORDER DEPOSITS
DISCOUNT
TOTAL DUE



ANDERSON

10/19/10	3[illegible]
11/15/10	Pre-Invoice
30301	30315
R. RUELMAN	
1FTWW31[illegible]	

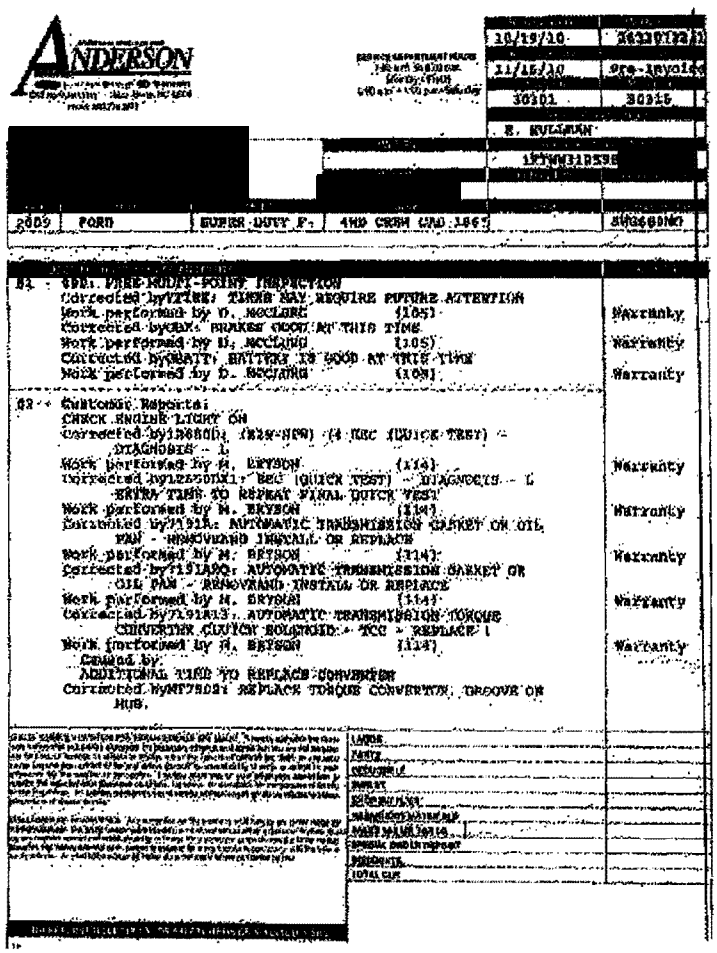
[redacted]

2002	FORD	SUPER DUTY F-	4WD CREW CAB 156"		[illegible]

R AND R DASH REPLACED LEFT AND RIGHT TEMP BLEND DO
OR ACUATORS BRYBST OK BINDS 41

Ra * Customer Reports:
CHECK OIL LEAK
Corrected by ADD: (L88) (DB) ADD
Work performed by T. BAKER (111) Warranty
Corrected by 6007D: (L65) (DB) ENGINE OIL LEAKS -
DIAGNOSIS - L
Work performed by T. BAKER (111) Warranty
Corrected by 6701A: SEAL - CRANKSHAFT REAR MAIN (PULL
CIRCLE TYPE) - REPLACE (6701) - L
Work performed by T. BAKER (111) Warranty
Installed 3C3Z 6701 H (PP) SEAL SET - CRANKSHAFT O Qty: 1 Warranty
Installed 3C3Z 6D08 AA GASKET Qty: 1 Warranty
OIL LEAK DIAG POWER COMING FROM BTWN TRANS AND ENG
INE REMOVE TRANS BLACK LIGHT COMING FROM REAR COVE
R REMOVE REAR COVER REPLACE GSKT AND REAR MAIN SEA
L ROAD TEST AFTER REPAIR
1641 L65 CB

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS WASTE	.00
SALES TAX OR [illegible]	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00



ANDERSON

10/19/10	36330132
11/15/10	Pre-Invoice
30301	30315
E. KULLMAN	
1FTWW31P59E	

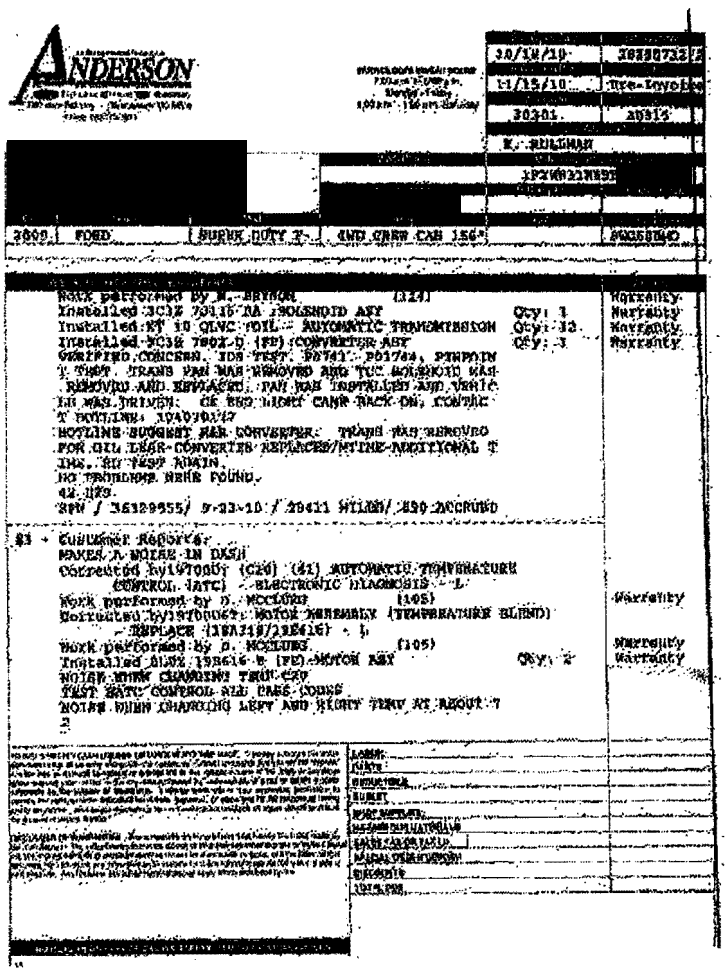
[redacted]

2009	FORD	SUPER DUTY F-	4WD CREW CAB 1867	SWG680NO

01 - 000: FREE MULTI-POINT INSPECTION
Corrected by TTIRE: TIRES MAY REQUIRE FUTURE ATTENTION
Work performed by D. MCCLURG (105) — Warranty
Corrected by OBAT: BRAKES GOOD AT THIS TIME
Work performed by D. MCCLURG (105) — Warranty
Corrected by OBATT: BATTERY IS GOOD AT THIS TIME
Work performed by D. MCCLURG (105) — Warranty

02 - Customer Reports:
CHECK ENGINE LIGHT ON
Corrected by 1B680D: (E29-SPW) (4 SEC (QUICK TEST) - DIAGNOSIS - L
Work performed by M. BRYSON (114) — Warranty
Corrected by 1B680DX1: SEC (QUICK TEST) - DIAGNOSIS - L EXTRA TIME TO REPEAT FINAL QUICK TEST
Work performed by M. BRYSON (114) — Warranty
Corrected by 7191A: AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVEAND INSTALL OR REPLACE
Work performed by M. BRYSON (114) — Warranty
Corrected by 7191A2Q: AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVEAND INSTALL OR REPLACE
Work performed by M. BRYSON (114) — Warranty
Corrected by 7191A13: AUTOMATIC TRANSMISSION TORQUE CONVERTER CLUTCH SOLENOID - TCC - REPLACE 1
Work performed by M. BRYSON (114) — Warranty
Caused by:
ADDITIONAL TIME TO REPLACE CONVERTER
Corrected by MT7502: REPLACE TORQUE CONVERTER, GROOVE OR HUB.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
MANAGEMENT WARRANTY	
MARKETING DATA	
SPECIAL DEBITS REPORT	
DISCOUNTS	
TOTAL CUST	



ANDERSON

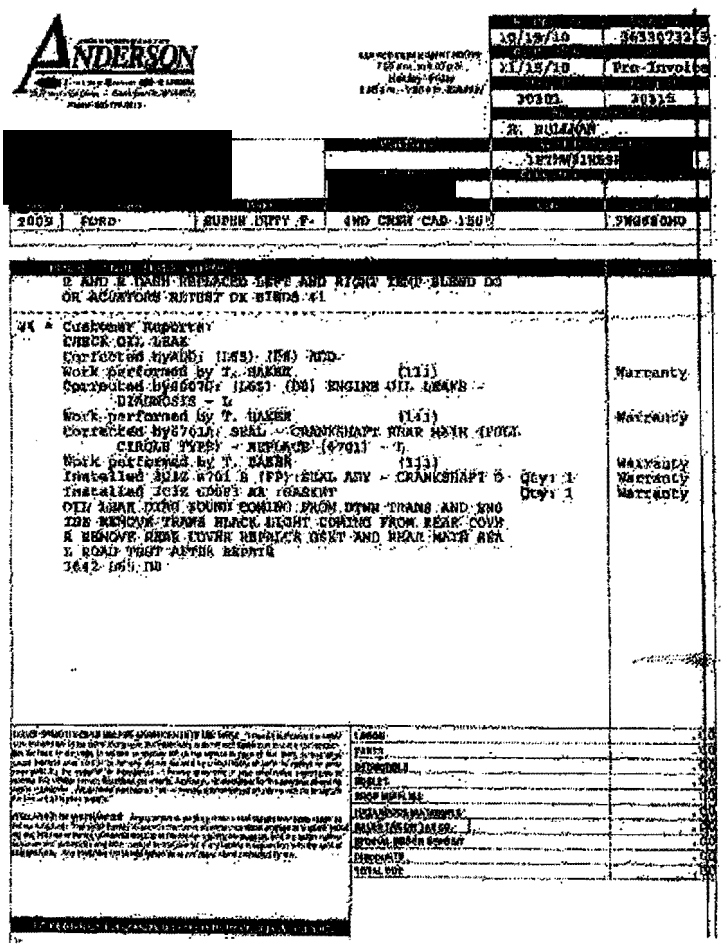
10/18/10	38330732
11/15/10	Pre-Invoice
30301	20315
K. SULLIVAN	
1FZWR21N85[illegible]	

2000	FORD	SUPER DUTY F-	4WD CREW CAB 156"	[illegible]

Work performed by M. BRYSON (124)		Warranty
Installed 3C3Z 7G116 AA SOLENOID ASY	Qty: 1	Warranty
Installed KT 10 QLVC OIL - AUTOMATIC TRANSMISSION	Qty: 12	Warranty
Installed 3C3Z 7B02-D (FP) CONVERTER ASY	Qty: 1	Warranty
VERIFIED CONCERN. IDS TEST. P0741 P0174, PINPOIN T TEST. TRANS PAN WAS REMOVED AND TCC SOLENOID WAS REMOVED AND REPLACED. PAN WAS INSTALLED AND VEHIC LE WAS DRIVEN. CE 850 LIGHT CAME BACK ON, CONTAC T BOTLINE: 1040[illegible]		
HOTLINE SUGGEST FOR CONVERTER. TRANS WAS REMOVED FOR OIL LESS CONVERTER REPLACED/MTIME ADDITIONAL T IME. RD TEST AGAIN.		
NO PROBLEMS WERE FOUND.		
42 HRS.		
SPW / 36329555/ 9-23-10 / 29411 MILES/ 850 ACCRUED		

81 - Customer Reports:		
MAKES A NOISE IN DASH		
Corrected by19700U7 (C20) (41) AUTOMATIC TEMPERATURE CONTROL (ATC) - ELECTRONIC DIAGNOSIS - L		
Work performed by D. MCCLURG (105)		Warranty
Corrected by19700U67: MOTOR ASSEMBLY (TEMPERATURE BLEND) - REPLACE (18A318/19E616) - L		
Work performed by D. MCCLURG (105)		Warranty
Installed 8L3Z 19E616 B (FP) MOTOR ASY	Qty: 2	Warranty
NOISE WHEN CHANGING TEMP C20		
TEST HATC CONTROL ALL CASE CODES		
NOISE WHEN CHANGING LEFT AND RIGHT TEMP AT ABOUT 7 2		

LABOR:
PARTS:
INDUCTORS:
SUBLET:
SHOP SUPPLIES:
MISSING DIPLOMATICS:
SALES TAX OR TAX ID:
MANUAL DISCOUNT:
DISCOUNTS:
TOTAL DUE:



ANDERSON

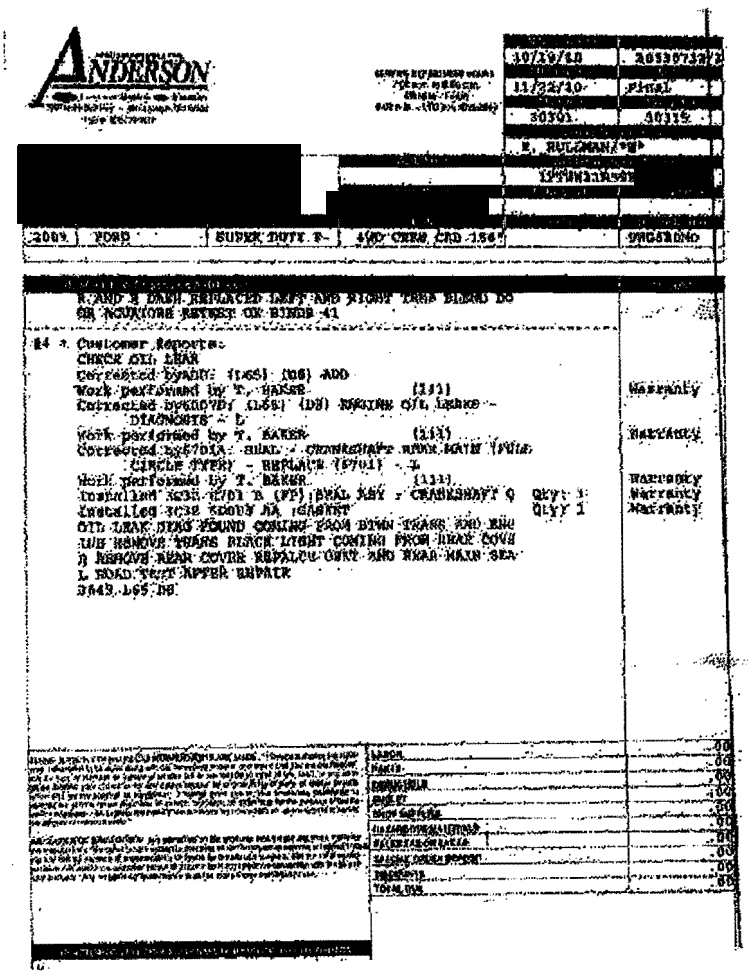
10/19/10	36330732
11/15/10	Pre-Invoice
30301	30315
R. BULLMAN	
1B7MW31H55	

2005	FORD	SUPER DUTY F-	4WD CREW CAB 150	2W6680HO

R AND R DASH REPLACED LEFT AND RIGHT TEMP BLEND DO
OR ACCESSORY RETEST OK BINDS 41

44 * Customer Reports:	
CHECK OIL LEAK	
Corrected by ADD: (L65) (DB) ADD	
Work performed by T. BAKER (111)	Warranty
Corrected by 6607A: (L65) (DB) ENGINE OIL LEAKS - DIAGNOSIS - L	
Work performed by T. BAKER (141)	Warranty
Corrected by 6701A: SEAL - CRANKSHAFT REAR MAIN (FOLL CIRCLE TYPE) - REPLACE (4701) - L	
Work performed by T. BAKER (111)	Warranty
Installed 3C1Z 6701 B (FP) SEAL ASY - CRANKSHAFT O Qty: 1	Warranty
Installed 3C1Z 6008 AA (GASKET Qty: 1	Warranty
OIL LEAK DIAG SOUND COMING FROM DTWN TRANS AND ENG	
ISE REMOVE TRANS BLACK LIGHT COMING FROM REAR COVE	
R REMOVE REAR COVER REPLACE GSKT AND REAR MAIN SEA	
L ROAD TEST AFTER REPAIR	
3642 L65 DB	

LABOR	.00
PARTS	.00
DEPOSITS	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX ON LABOR	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00



ANDERSON

10/19/10	20530732/2
11/22/10	Final
30301	30315
E. HULGMAN/*W*	
[redacted]	

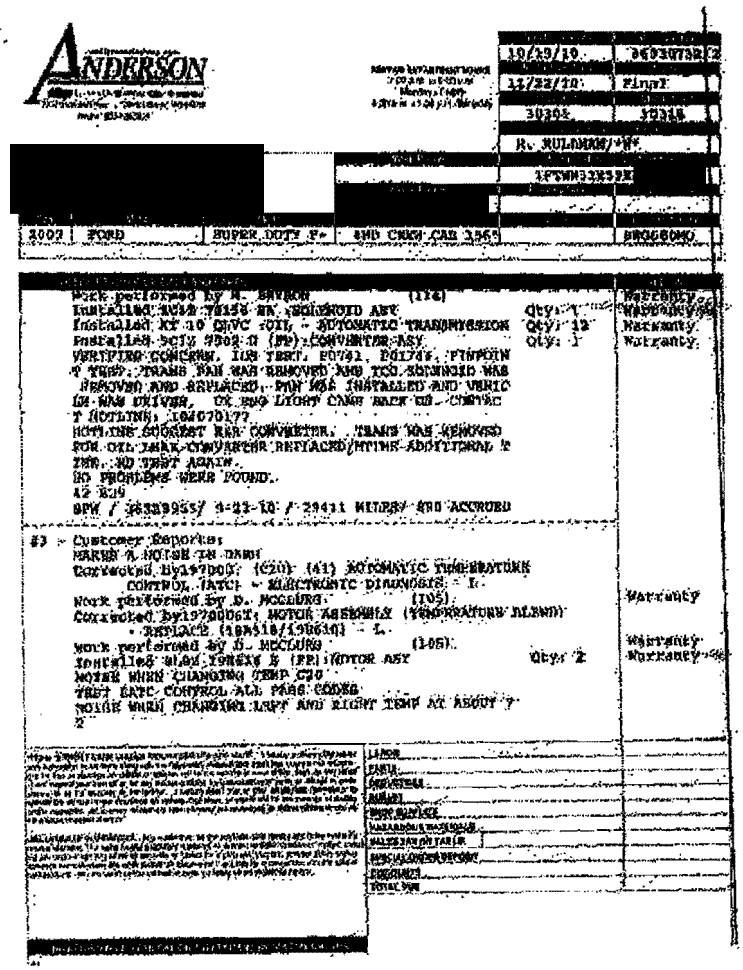
2009	FORD	SUPER DUTY F-	4WD CREW CAB 156"		9NG52DNO

[redacted]

R AND R DASH REPLACED LEFT AND RIGHT TRAP BLEND DO
OR ACTUATORS RETEST OK BINDS 41

#4 * Customer Reports:
CHECK OIL LEAK
Corrected by ADD: (L65) (D8) ADD
Work performed by T. BAKER (111) Warranty
Corrected by 6007D: (L65) (D8) ENGINE OIL LEAKS -
DIAGNOSIS - L
Work performed by T. BAKER (111) Warranty
Corrected by 6701A: SEAL - CRANKSHAFT REAR MAIN (FULL
CIRCLE TYPE) - REPLACE (6701) - L
Work performed by T. BAKER (111) Warranty
Installed 3C3E-6701 B (FP) SEAL KEY - CRANKSHAFT Q Qty: 1 Warranty
Installed 3C3E 6000 AA (GASKET Qty: 1 Warranty
OIL LEAK DIAG FOUND COMING FROM BTWN TRANS AND ENG
UB REMOVE TRANS BLACK LIGHT COMING FROM REAR COVE
R REMOVE REAR COVER REPLACE GSKT AND REAR MAIN SEA
L ROAD TEST AFTER REPAIR
3649.L65.D8

LABOR	.00
PARTS	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
[illegible]	.00
TOTAL DUE	.00



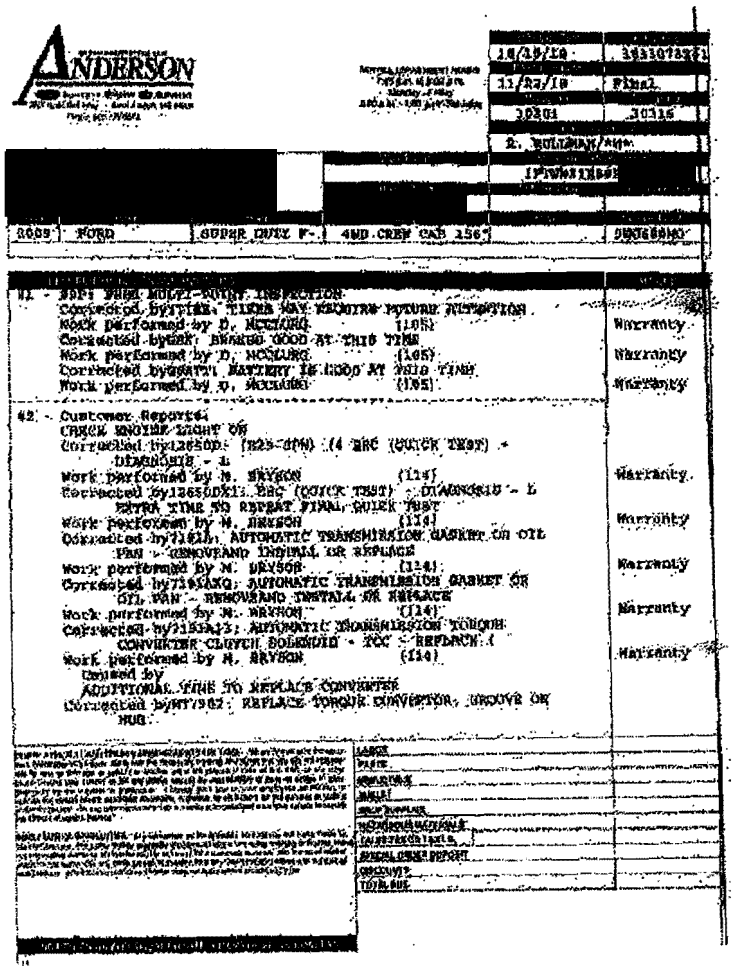
ANDERSON

10/19/10 36838738 2
11/22/10 Final
30304 32315
R. MULHERN/PF
1FTWW33R39E
2007 FORD SUPER DUTY F- 4WD CREW CAB 156" PROGRAM

Work performed by M. BRYSON (114)
Installed 3C12-7E156-BA SOLENOID ASY Qty: 1 Warranty
Installed KT 10 QtVC OIL + AUTOMATIC TRANSMISSION Qty: 12 Warranty
Installed 5C1Z 7F032-B (PE) CONVERTER ASY Qty: 1 Warranty
VERIFIED CONCERN. ISB TEST. P0741, P0734, FINPOIN
T TEST. TRANS PAN WAS REMOVED AND TCC SOLENOID WAS
REMOVED AND REPLACED. PAN WAS INSTALLED AND VERIC
AM-AM DRIVER, OK AND LIGHT CAME BACK ON. CHECKC
T (HOTLINE), 10407077
HOTLINE SUGGEST NEW CONVERTER. TRANS WAS REMOVED
FOR OIL LEAK-CONVERTER REPLACED/MTIME ADDITIONAL 2
HRS. RD TEST AGAIN.
NO PROBLEMS WERE FOUND.
A2 R29
BPW / 4329955/ 9-23-10 / 29411 MILES/ 880 ACCRUED

#3 - Customer Reports:
MAKES A NOISE IN DRIVE
Corrected By197D0S: (C20) (41) AUTOMATIC TRANSMISSION
CONTROL (ATC) - ELECTRONIC DIAGNOSIS - I.
Work performed by D. MCCOURT (105) Warranty
Corrected By197D0SI: MOTOR ASSEMBLY (TEMPERATURE BLEND)
- REPLACE (19A518/19B616) - L.
Work performed by D. MCCOURT (105) Warranty
Installed 9L8Z 19H616 B (PE) MOTOR ASY Qty: 2 Warranty
MOTER WHEN CHANGING TEMP C20
TEST A/C CONTROL ALL PAGE CODES
NOTICE WHEN CHANGING LEFT AND RIGHT TEMP AT ABOUT 7
2

LABOR
PARTS
SUBLETTING
MISC
SHOP SUPPLIES
HAZARDOUS MATERIALS
MILEAGE/DELIVERY
MISCELLANEOUS/TAX
DISCOUNTS
TOTAL DUE



ANDERSON

10/19/10	1931078371
11/22/10	Final
30801	30316

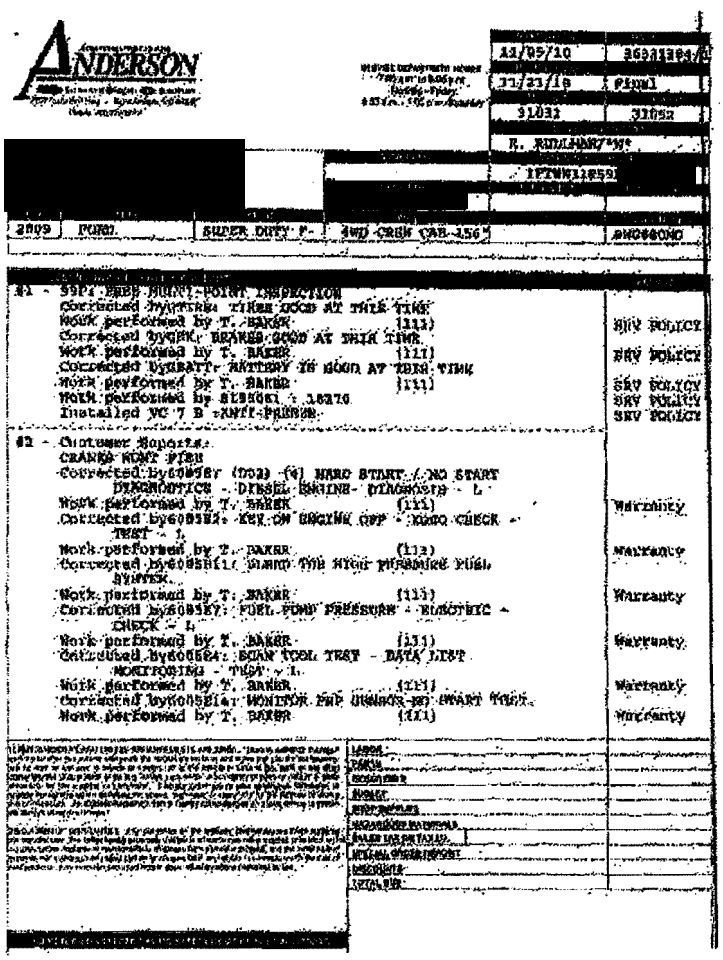
2. BUILDING/Apt.

IFWWITHH

2009	FORD	SUPER DUTY F-	4WD CREW CAB 156"

1FT7W2BT9BE

41 - 2011 FORD SUPER DUTY INSPECTION Corrected by1TIM: TIMER MAY REQUIRE FUTURE ADJUSTMENT Work performed by D. MCCLUNG (105) Corrected by6AT: BATTERY TESTED GOOD AT THIS TIME Work performed by D. MCCLUNG (105) Corrected by6ATT: BATTERY IS GOOD AT THIS TIME Work performed by D. MCCLUNG (105)	Warranty Warranty Warranty
42 - Customer Reports: CHECK ENGINE LIGHT ON Corrected by12650D: P025-00A0 (4 BBC (QUICK TEST) - DIAGNOSIS - 1 Work performed by N. BRYSON (114) Corrected by12650DX11: BBC (QUICK TEST) - DIAGNOSIS - 1 EXTRA TIME TO REPEAT FINAL QUICK TEST Work performed by N. BRYSON (114) Corrected by71410: AUTOMATIC TRANSMISSION GASKET ON OIL PAN - REMOVE AND INSTALL OR REPLACE Work performed by N. BRYSON (114) Corrected by7141AG: AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVE AND INSTALL OR REPLACE Work performed by N. BRYSON (114) Corrected by7153A13: AUTOMATIC TRANSMISSION TORQUE CONVERTER CLUTCH SOLENOID - TCC - REPLACE (Work performed by N. BRYSON (114) Caused by ADDITIONAL TIME TO REPLACE CONVERTER Corrected by7T962: REPLACE TORQUE CONVERTER, GROOVE OR HUB.	Warranty Warranty Warranty Warranty Warranty



ANDERSON

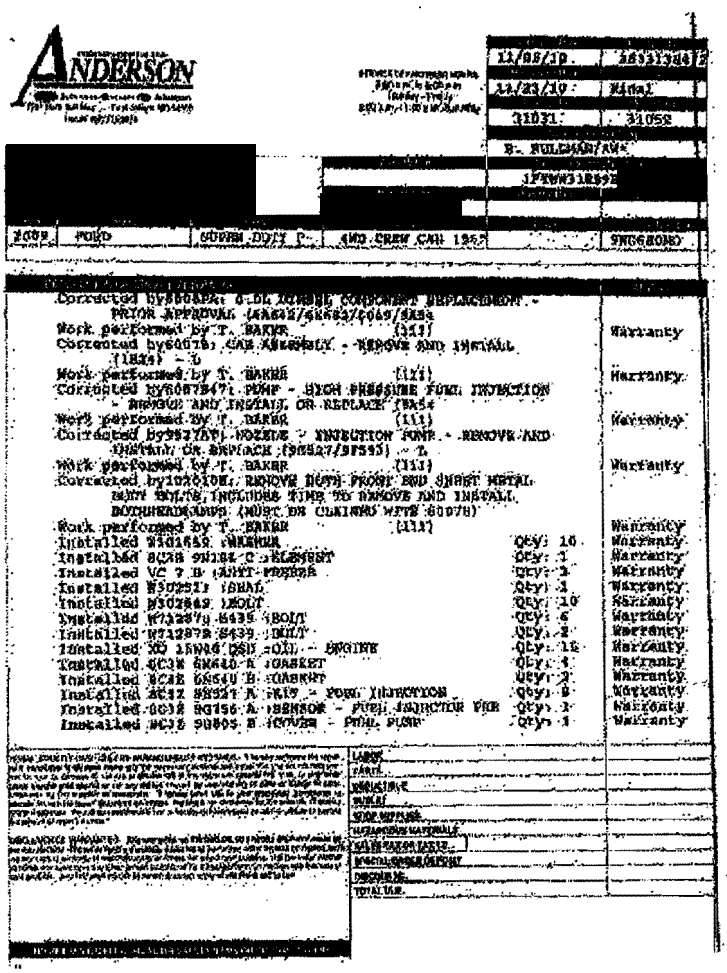
11/05/10	36031384/0
11/21/10	Final
31031	31032
R. RUHLMAN/MS	
1FTMW11859	

2009 | FORD | SUPER DUTY F- | 4WD CREW CAB-156" | 8W64ONO

#1 - 5991 ENGR Multi-Point Inspection
Corrected DyCTRNA: TIRE GOOD AT THIS TIME
Work performed by T. BAKER (111) — SRV POLICY
Corrected DyCTRNC: BRAKES GOOD AT THIS TIME
Work performed by T. BAKER (111) — SRV POLICY
Corrected DyBATTr: BATTERY IS GOOD AT THIS TIME
Work performed by T. BAKER (111) — SRV POLICY
Work performed by 813601 - 16270 — SRV POLICY
Installed YC 7 B -ANTI-FREEZE- — SRV POLICY

#2 - Customer Reports:
CRANKS WON'T FIRE
Corrected By60456r (D52) -(4) HARD START / NO START DIAGNOSTICS - DIESEL ENGINE- DIAGNOSIS - 1.
Work performed by T. BAKER (111) — Warranty
Corrected By60512: KEY ON ENGINE OFF - HARD CHECK - TEST - 1.
Work performed by T. BAKER (111) — Warranty
Corrected By60581: CLEAN THE HIGH PRESSURE FUEL SYSTEM.
Work performed by T. BAKER (111) — Warranty
Corrected By60515: FUEL POMP PRESSURE - DIAGNOSTIC - CHECK - 1.
Work performed by T. BAKER (111) — Warranty
Corrected By60564: SCAN TOOL TEST - DATA LIST MONITORING - TEST - 1.
Work performed by T. BAKER (111) — Warranty
Corrected By60581a: MONITOR FHP DURING KOEO START TEST.
Work performed by T. BAKER (111) — Warranty

LABOR
PARTS
SUBLETS
MISC
HAZ MATERIALS
DISCOUNTS ON ITEMS
SALES TAX ON PARTS
TOTAL OTHER CHARGES
DEDUCTS
TOTAL DUE



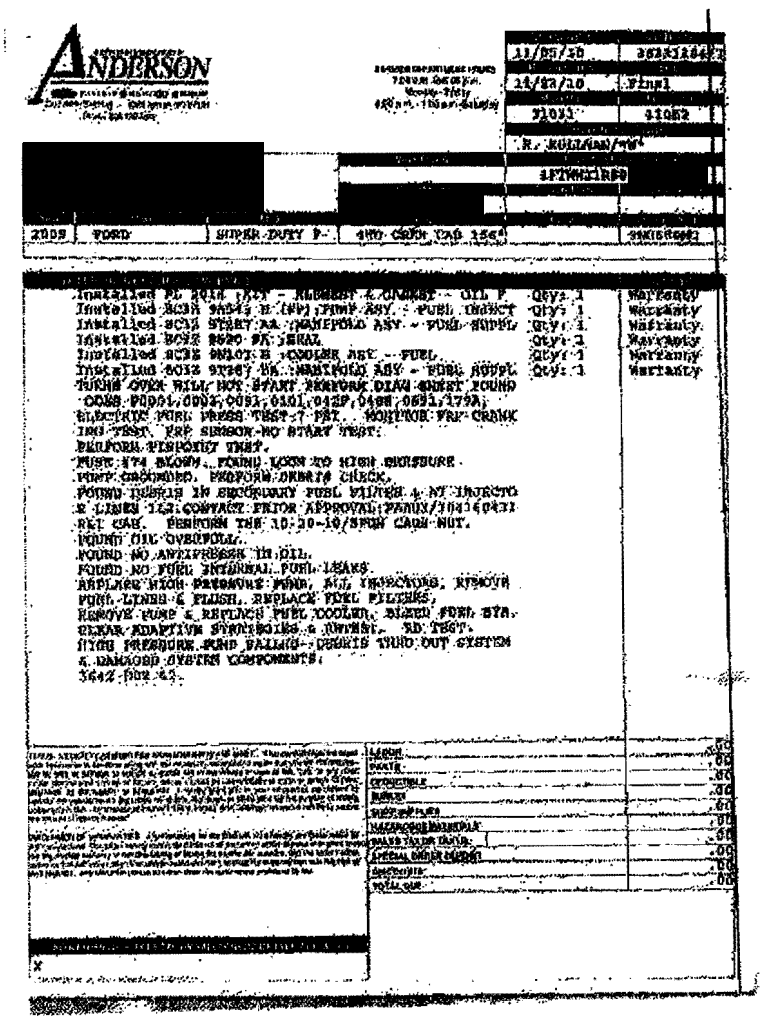
ANDERSON

11/05/10	28331384
11/23/10	Final
31031	31052
B. BULLMAN/AW*	
1FTWW31R59E	

2009	FORD	SUPER DUTY P-	4WD CREW CAB 1557		9WG6EOMD

Corrected by60058A: 6.0L DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (6A642/6E682/6069/8A54		
Work performed by T. BAKER (111)		Warranty
Corrected by60078: CAB ASSEMBLY - REMOVE AND INSTALL (1824) - L		
Work performed by T. BAKER (111)		Warranty
Corrected by60078A7: PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (8A54		
Work performed by T. BAKER (111)		Warranty
Corrected by9527AT: NOZZLE - INJECTION PUMP - REMOVE AND INSTALL OR REPLACE (9E527/9F593) - L		
Work performed by T. BAKER (111)		Warranty
Corrected by102010E: REMOVE BOTH FRONT END SHEET METAL BODY BOLTS, INCLUDES TIME TO REMOVE AND INSTALL BOTHHEADLAMPS (MUST BE CLAIMED WITH 60078)		
Work performed by T. BAKER (111)		Warranty
Installed W301659 :WASHER	Qty: 10	Warranty
Installed 8C3E 9N184 C :ELEMENT	Qty: 1	Warranty
Installed VC 7 B :ANTI-FREEZE	Qty: 3	Warranty
Installed W302511 :SEAL	Qty: 1	Warranty
Installed W302649 :BOLT	Qty: 10	Warranty
Installed W712879 S439 :BOLT	Qty: 6	Warranty
Installed W712879 S439 :BOLT	Qty: 2	Warranty
Installed XO 15W40 QSD :OIL - ENGINE	Qty: 15	Warranty
Installed 8C3E 6N640 A :GASKET	Qty: 4	Warranty
Installed 8C3E 6N640 B :GASKET	Qty: 2	Warranty
Installed 8C3E 9E527 A :KIT - FUEL INJECTION	Qty: 8	Warranty
Installed 8C3E 9G756 A :SENSOR - FUEL INJECTOR PRE	Qty: 1	Warranty
Installed 8C3E 9G805 B :COVER - FUEL PUMP	Qty: 1	Warranty

LABOR	
PARTS	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES PAYOR TAXES	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	



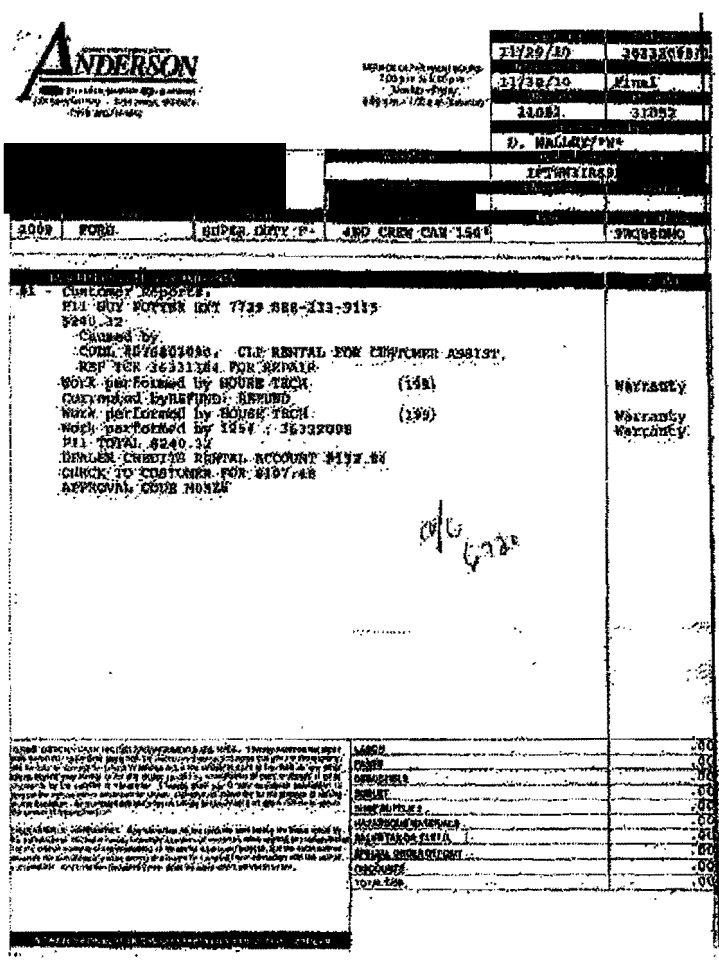
ANDERSON

11/05/10 | 3631218472
11/03/10 | Final
71031 | 41052
R. SULLIVAN/TW
SPTWHEELER
2009 | FORD | SUPER DUTY F- | 4WD CREW CAB 156"

INSTALLED RR FUEL INJ - REMOVE & INSTALL - OIL P | Qty: 1 | Warranty
Installed SCAN 9A54 E (HP) PUMP ASY - FUEL INJECT | Qty: 1 | Warranty
Installed SCAN START AA (MANIFOLD ASY - FUEL SUPPL | Qty: 1 | Warranty
Installed BOSE 8620 PK SERAL | Qty: 1 | Warranty
Installed SCAN 9A10 E -COOLER ASY - FUEL | Qty: 1 | Warranty
Installed SCAN 9T36 BA -MANIFOLD ASY - FUEL SUPPL | Qty: 1 | Warranty

TURNS OVER WILL NOT START PERFORM DIAG QUEST FOUND
CODE P0001,0002,C091,0101,042F,0488,0691,179A;
ELECTRIC FUEL PRESS TEST-7 PAT. MONITOR PRP CRANK
ING TEST. PRP SENSOR-NO START TEST.
PERFORM FINPOINT TEST.
FUSE 174 BLOWN..FOUND LOOM TO HIGH EXPOSURE.
PRPP GROUNDED. PERFORM DRAIN CHECK.
FOUND BURNS IN SECONDARY FUEL FILTER & RP INJECTO
R LINES 123;CONTACT FMTOR APPROVAL;FMMOX/3041(0431
REL CAS. PERFORM THE 10:30-10/SPRW CASH-OUT.
FOUND OIL OVERFULL.
FOUND NO ANTIFREEZE IN OIL.
FOUND NO FUEL INTERNAL FUEL LEAKS.
REPLACE HIGH PRESSURE PUMP, ALL INJECTORS, REMOVE
FUEL LINES & FLUSH. REPLACE FUEL FILTERS,
REMOVE PUMP & REPLACE FUEL COOLER, BLEED FUEL SYS.
CLEAR ADAPTIVE STRATEGIES & ENTER. RD TEST.
FIXED PRESSURE PUMP FAILING--CHARTS TURD OUT SYSTEM
& DAMAGED SYSTEM COMPONENTS.
3642 POS 45.

LABOR .00
PARTS .00
SUBLET .00
MISC .01
HAZARDOUS MATERIALS .01
SALES TAX 8.25% .00
TOTAL OUR .00



ANDERSON

11/29/10	3033[illegible]
11/30/10	Final
31052	31052
D. WALLEY/*N*	
[illegible]	

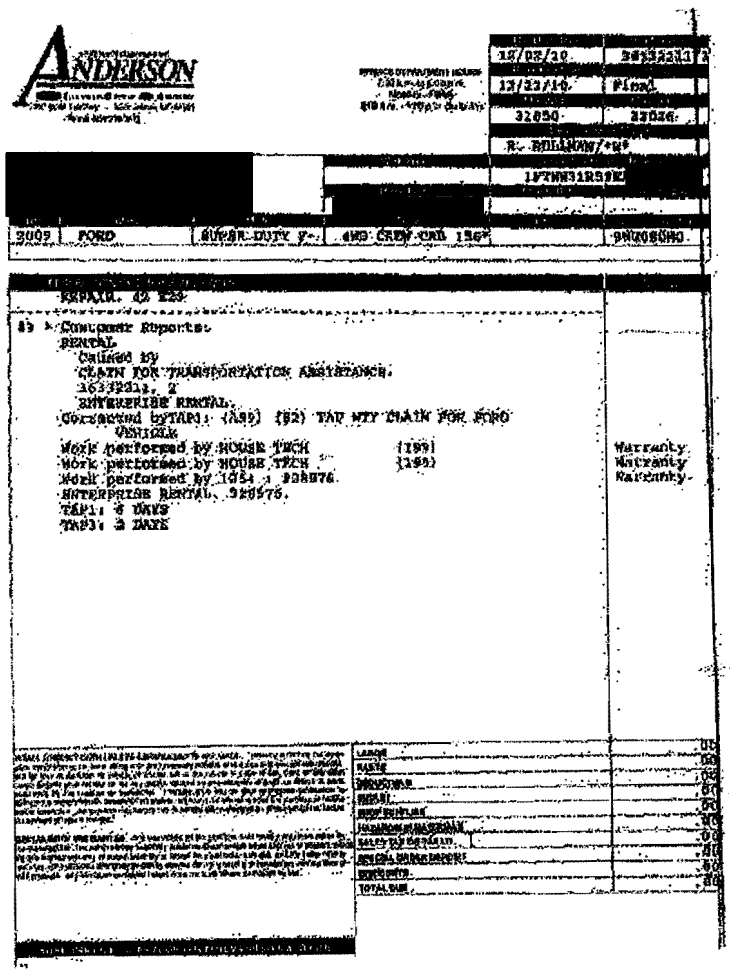
2009	FORD	SUPER DUTY F-	4WD CREW CAB 156"		[illegible]

[illegible]

#1 - Customer Reports:
PIT GUY POTTER EXT 7739 888-233-9115
$240.32
Caused by
COOL [illegible] CLP RENTAL FOR CUSTOMER ASSIST.
REF TCK 36331184 FOR REPAIR
Work performed by HOUSE TECH (198) Warranty
Corrected by REFUND: REFUND
Work performed by HOUSE TECH (199) Warranty
Work performed by 1254 : 36332008 Warranty
PIT TOTAL $240.32
DEALER CREDITS RENTAL ACCOUNT $132.84
CHECK TO CUSTOMER FOR $107.48
APPROVAL CODE N0526

O/C 6720

LABOR	.00
PAINT	.00
DEBUSHELS	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
RAINTAKE OR FIXED	.00
SPECIAL ORDER OFFICE	.00
DISCOUNTS	.00
TOTAL TAX	.00



ANDERSON

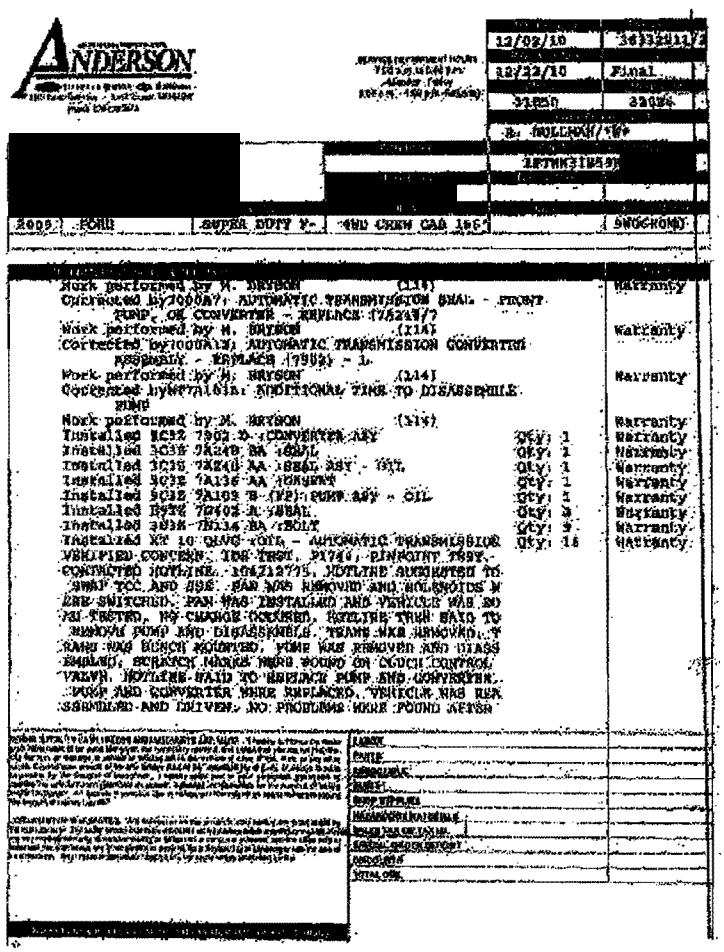
12/02/10	36332211
12/22/10	Final
32050	22026
R. BULLMAN/+0*	
1FTNW31R59E	

2009	FORD	SUPER DUTY F-	4WD CREW CAB 156*	9NU05UHO

REPAIR. 42 E29

83 - Customer Reports:
RENTAL
Caused by
CLAIM FOR TRANSPORTATION ASSISTANCE.
36332211, 2
ENTERPRISE RENTAL.
Corrected by TAP1: (A99) (82) TAP WTY CLAIM FOR FORD VEHICLE
Work performed by HOUSE TECH (199) Warranty
Work performed by HOUSE TECH (199) Warranty
Work performed by 1054 : 328976 Warranty
ENTERPRISE RENTAL, 328976.
TAP1: 6 DAYS
TAP3: 3 DAYS

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX DETAILS	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

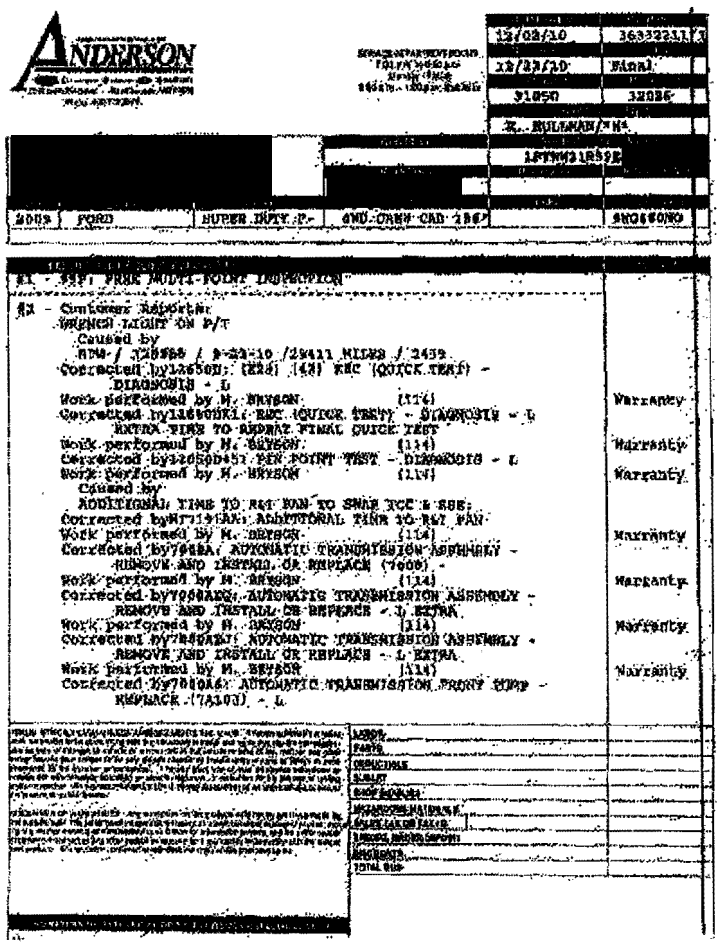


ANDERSON

12/02/10 | 34332117
12/22/10 | Final
31850 | 32034
R. HOLLOWAY/TW
[redacted]
2008 | FORD | SUPER DUTY F- | 4WD CREW CAB 160"
SNOCHROMO

Work performed by M. BRYSON (114)	Warranty
Corrected by7000A7: AUTOMATIC TRANSMISSION SHAF - FRONT PUMP, OR CONVERTER - REPLACE 17523A77	
Work performed by M. BRYSON (114)	Warranty
Corrected by7000A1: AUTOMATIC TRANSMISSION CONVERTER ASSEMBLY - REPLACE (7902) - 1.	
Work performed by M. BRYSON (114)	Warranty
Corrected by9771A18: ADDITIONAL TIME TO DISASSEMBLE PUMP	
Work performed by M. BRYSON (114)	Warranty
Installed 8C3Z 7902 D - CONVERTER ASY Qty: 1	Warranty
Installed 3C3Z 7A248 BA - BOLT Qty: 1	Warranty
Installed 3C3Z 7A248 AA - SEAL ASY - OIL Qty: 1	Warranty
Installed 9C3Z 7A136 AA - GASKET Qty: 1	Warranty
Installed 9C3Z 7A103 B - (V2) - PUMP ASY - OIL Qty: 1	Warranty
Installed B93Z 7049 A - SEAL Qty: 3	Warranty
Installed 3C3Z 7A134 BA - BOLT Qty: 9	Warranty
Installed XC 10 QLVC - OIL - AUTOMATIC TRANSMISSION Qty: 16	Warranty
VERIFIED CONCERN. TSB TEST, P1744, PINPOINT TEST. CONVERTER HOTLINE 10A212775, HOTLINE SUBMITTED TO WHAT TCC AND ISS. BAR NUB REMOVED AND SOLENOIDS M ARE SWITCHED. PAN WAS INSTALLED AND VEHICLE WAS RO AD TESTED, NO CHANGE OCCURED. KEYLINE THAN SAID TO REMOVE PUMP AND DISASSEMBLE. TRANS WAS REMOVED. T RANS WAS BENCH MOUNTED, PUMP WAS REMOVED AND DISAS SEMBLED, SCRATCH MARKS WERE FOUND ON CLUCH CONTROL VALVE. HOTLINE SAID TO REPLACE PUMP AND CONVERTER. PUMP AND CONVERTER WERE REPLACED. VEHICLE WAS REA SSEMBLED AND DRIVEN, NO PROBLEMS WERE FOUND AFTER	

LABOR	
PARTS	
HAZMAT	
SHOP SUPPLIES	
MISCELLANEOUS	
SUBLET	
TOTAL	



ANDERSON

12/02/10	363322111
12/23/10	Final
31850	32036
R. HULMAN/MH	
1FTWW31R59E	

2009	FORD	SUPER DUTY F-	4WD CREW CAB 156"		9R0660NO

01 - 99F; FREE MOPP4 POINT INSPECTION

02 - Customer Reports:
WRENCH LIGHT ON P/T
Caused by
RPM / 328988 / 9-23-10 /29411 MILES / 2439
Corrected by12650D: (E24) (48) EEC (QUICK TEST) - DIAGNOSIS - 1
Work performed by M. BRYSON (114) Warranty
Corrected by12650D01: EEC (QUICK TEST) - DIAGNOSIS - 1
EXTRA TIME TO REPEAT FINAL QUICK TEST
Work performed by M. BRYSON (114) Warranty
Corrected by12650D45: PIN POINT TEST - DIAGNOSIS - 1
Work performed by M. BRYSON (114) Warranty
Caused by
ADDITIONAL TIME TO RAT PAN TO SHOW TCC & SSE;
Corrected byNT1918A: ADDITIONAL TIME TO RAT PAN
Work performed by M. BRYSON (114) Warranty
Corrected by7988A: AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE (7600) -
Work performed by M. BRYSON (114) Warranty
Corrected by7988AB: AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - 1 EXTRA
Work performed by M. BRYSON (114) Warranty
Corrected by7988AB1: AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - 1 EXTRA
Work performed by M. BRYSON (114) Warranty
Corrected by7810A6: AUTOMATIC TRANSMISSION FRONT SEAL - REPLACE (7A103) - 1

LABOR
PARTS
SUBLET
SHOP SUPPLIES
MISCELLANEOUS MATERIALS
MISCELLANEOUS CHARGES
TAXABLE
TOTAL DUE

Krohn & Moss, Ltd.

California, Florida, Illinois, Kansas, Kentucky, Indiana, Minnesota, Missouri, Ohio, Texas, Washington DC, Wisconsin

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Writer licensed to practice only in:
Missouri
Kansas

November 15, 2010

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: [redacted] v. Ford Motor Company
Vehicle: 2009 Ford Super Duty
VIN: 1FTWW31R59E[redacted]

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine as evidenced by an oil leak;
2. Defective transmission as evidenced by a leak;
3. Defective engine/electrical as evidenced by the illumination of the check engine light and failure of the cranks to fire;
4. Defective transmission/electrical system as evidenced by the illumination of the wrench light; and

5. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

To avoid any litigation, my clients merely request a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Adam C. Maxwell
Attorney at Law

ACM/ah
cc: [redacted]

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Missouri

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

- Currently registered in Missouri; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), not including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Ford will also refund sales tax, original license fees, original registration fees, and original title fees.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease).

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.



CT Corporation

Service of Process Transmittal

02/25/2011
CT Log Number 518092615

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Louisiana**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Petitioner/Pltf. vs. Acadiana Ford, Inc. and Ford Motor Company, Dfts.
DOCUMENT(S) SERVED:	Citation, Petition, Request
COURT/AGENCY:	15th Judicial District Court, Parish of Vermilion, LA Case # 93581 G
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Redhibition and Damages in connection with the purchase of an allegedly defective 2009 Ford F550, VIN 1FDAW56RX9E[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Baton Rouge, LA
DATE AND HOUR OF SERVICE:	By Process Server on 02/25/2011 at 08:26
JURISDICTION SERVED :	Louisiana
APPEARANCE OR ANSWER DUE:	Within 15 days after service
ATTORNEY(S) / SENDER(S):	Richard C. Dalton Dalton & Associates, L.L.C. 111 Park West Drive Scott, LA 70583 337-262-0700
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794466816443 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Lisa Uttech 5615 Corporate Blvd Suite 400B Baton Rouge, LA 70808
TELEPHONE:	225-922-4490

OFFICE OF THE GENERAL COUNSEL
11 FEB 28 P5:40
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

D308460

CITATION

JUANITA P HEBERT	**FIFTEENTH JUDICIAL DISTRICT**
VS	**PARISH OF VERMILION**
ACADIANA FORD INC ET AL	**STATE OF LOUISIANA**
DOCKET NUMBER: C-93581	

To: FORD MOTOR CO
THROUGH C. T. CORPORATION SYSTEM
5615 CORPORATE BLVD #400B
BATON ROUGE, LA 70808

Parish: EAST BATON ROUGE

You are hereby summoned to comply with the demand contained in the Petition of which a true and correct copy accompanies this citation, or make an appearance either by filing an Answer or other pleading to said Petition, in the Fifteenth Judicial District Court in and for the Parish of Vermilion, State of Louisiana, within **fifteen (15) days** after the service hereof, under penalty of default.

This service was ordered by **RICHARD DALTON** and was issued by the Clerk of Court on the **22ND DAY OF FEBRUARY, 2011**.

* Also attached are the following documents:

Deputy Clerk of Court for
Diane Meaux Broussard
Clerk of Court

SERVICE INFORMATION

RECEIVED ON THE _____ DAY OF _____, 20_____ AND ON THE _____ DAY OF _____, 20_____ SERVED THE ABOVE NAMED PARTY AS FOLLOWS:

PERSONAL SERVICE ON THE PARTY HEREIN NAMED _____.

DOMICILIARY SERVICE ON THE PARTY HEREIN NAMED BY LEAVING THE SAME AT HIS DOMICILE IN THE PARISH IN THE HANDS OF _____, A PERSON APPARENTLY OVER THE AGE OF SEVENTEEN YEARS, LIVING AND RESIDED IN SAID DOMICILE AND WHOSE NAME AND OTHER FACTS CONNECTED WITH THIS SERVICE, I LEARNED BY INTERROGATING THE SAID PERSON, SAID PARTY HEREIN BEING ABSENT FROM HIS RESIDENCE AT THE TIME OF SAID SERVICE.

RETURNED: PARISH OF _____ THIS _____ DAY OF _____, 20____.

JUANITA P. HEBERT

VERSUS

ACADIANA FORD, INC. AND
FORD MOTOR COMPANY

DOCKET NO.: 93581 G

15TH JUDICIAL DISTRICT COURT

PARISH OF VERMILION

STATE OF LOUISIANA

PETITION FOR REDHIBITION AND DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitioner, **JUANITA P. HEBERT**, a resident of the lawful age of majority domiciled in Lafayette, Louisiana, who now petitions this Honorable Court as follows:

1.

Made Defendants herein are the following persons and/or entities who are justly and truly indebted unto your Petitioner, jointly and in solido, in a full and true sum as is reasonable in the premises, together with legal interest thereon from the date of judicial demand, until paid, and for all other just and equitable relief to which she may be entitled:

A) **ACADIANA FORD, INC.**, hereinafter "ACADIANA," a domestic corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is Frank Angelle, 1023 Cary Avenue, Jennings, Louisiana 70546; and

B) **FORD MOTOR COMPANY**, hereinafter "FMC," a foreign corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is C T Corporation System, 5615 Corporate Blvd., Suite 400 B, Baton Rouge, Louisiana 70808.

2.

Petitioner avers that on or about July 23, 2009, Petitioner, **JUANITA P. HEBERT**, purchased a 2009 FORD F550, VIN 1FDAW56RX9EA96365 (hereinafter referred to as the "Vehicle") from ACADIANA. The purchase price was approximately $46,250.00.

smoke and reinstalled the exhaust pipe.

5.

Petitioner avers that on April 5, 2010, Plaintiff tendered her Vehicle to Jackie Edgar Ford for complaints with the Vehicle's engine leaking oil, coolant leaking, wrench light illuminating, engine running rough and engine making a whining noise after regeneration. Jackie Edgar Ford checked for leaks and found the glow plug harness had come out again. Jackie Edgar Ford installed a new harness and installed a new degas bottle cap to the coolant system. Jackie Edgar Ford was unable to duplicate the concern with the wrench light illuminating, the engine running rough and the whining noise from the engine after regeneration.

6.

Petitioner avers that on April 23, 2010, Plaintiff tendered her Vehicle to Jackie Edgar Ford for complaints with the Vehicle's check engine light illuminating. Jackie Edgar Ford removed and replaced the fuel pump assembly, core return and fuel pump cover.

7.

Petitioner avers that on April 28, 2010, Plaintiff tendered her Vehicle to Rountree Ford Lincoln for complaints with the Vehicle's engine not starting. Rountree Ford Lincoln removed and replaced the engine, fuel filters and fuel tank.

8.

Petitioner avers that on June 16, 2010, Plaintiff tendered her Vehicle to ACADIANA for complaints with the Vehicle's engine staying in regeneration. ACADIANA reset the diesel particulate filter and advised that the filter may need to be replaced.

10.

The Vehicle is a "thing" under La. Civil Code Articles 2520, et seq.

11.

FMC is a "manufacturer" under La. Civil Code Articles 2520, et seq.

12.

ACADIANA is a "seller" under La. Civil Code Articles 2520, et seq.

13.

Petitioner is a "buyer" under in La. Civil Code Articles 2520, et seq.

14.

Petitioner avers that the defects hereinabove described meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

15.

Petitioner avers that she has provided the Defendants sufficient opportunity to repair her defective Vehicle and has requested that the Defendants replace the Vehicle, refund her money, or reduce the sales price. Defendants have refused her demands.

16.

Petitioner avers that she has performed each and every duty required of him under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of the Defendants, as herein alleged.

17.

Petitioner avers that the Defendants are liable to her for the following non exclusive list of causes of actions:

A. Redhibition;

B. Breach of Contract;

A. Actual, consequential and incidental damages;

B. The loss of use of the Vehicle while in the shop for repair;

C. The cost of repairs related to these defects; and

D. Attorney's fees.

WHEREFORE, PETITIONER, JUANITA P. HEBERT, PRAYS that, after due proceedings are had, there be judgment in favor of your Petitioner and against the Defendant, **FORD MOTOR COMPANY**, for the following:

A. Repurchasing or reducing the purchase price of the **2009 FORD F550** including all collateral costs at the time of the sale, any and all finance charges, damages, together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date judicial demand, until paid, and for all costs of these proceedings; and/or

B. A judgment herein in favor of Petitioner and against the Defendants, all jointly and in solido, for all damages and expenses sustained by Petitioner together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date judicial demand, until paid, and for all costs of these proceedings.

C. For such other and further relief as the court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED:

VERMILION PARISH, LA.
FILED THIS DAY
2011 FEB 18 P 12: 05
CLERK OF COURT

RICHARD C. DALTON
RICHARD C. DALTON, L.L.C.
111 Park West Drive
Scott, Louisiana 70583
Telephone (337) 262-0700
Facsimile (337) 262-0679
Bar Roll No. 23017

PLEASE SERVE:

ACADIANA FORD, INC.
through its agent of service
Frank Angelle

JUANITA P. HEBERT	**DOCKET NO.:**
	15TH JUDICIAL DISTRICT COURT
VERSUS	**PARISH OF VERMILION**
ACADIANA FORD, INC. AND FORD MOTOR COMPANY	**STATE OF LOUISIANA**

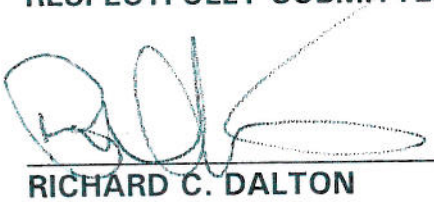
REQUEST FOR NOTICE

In accordance with LSA-C.C.P. Article 1572, Petitioner, **JUANITA P. HEBERT**, requests that the Court give written notice by certified mail at least ten (10) days in advance of the date fixed for trial or hearing of this case whether on exceptions, motions, rules or the merits.

Petitioner, **JUANITA P. HEBERT**, requests immediate notice of all orders or judgments, whether interlocutory or final, made or rendered in this case by taking under advisement or if the judgment is not signed at the conclusion of the trial.

Notice is to be mailed to or served upon Petitioner, **JUANITA P. HEBERT**, through her undersigned counsel.

RESPECTFULLY SUBMITTED:



RICHARD C. DALTON
RICHARD C. DALTON, L.L.C.
111 Park West Drive
Scott, Louisiana 70583
Telephone (337) 262-0700
Facsimile (337) 262-0679
Bar Roll No. 23017



BBB AUTO LINE

September 6, 2011

MR CHRISTOPHER HOWELL C/O WILLIAM E FOLSOM ESQ
1100 CESERY BLVD STE 3
JACKSONVILLE FL 32211

Re: FRD1121987 [redacted] vs Ford Motor Corporation 1FTSW2BRXAE[redacted]

Dear Mr. [redacted] C/O William E. Folsom, Esq.:

Our records show that you and the manufacturer agreed to a negotiated settlement of the claim you filed with BBB AUTO LINE. To make sure our records are accurate, please answer the following questions:

Was the settlement performed? (Please circle)	Yes	No
On what date was the settlement performed?	_____	
Was the performance satisfactory?	Yes	No
If the performance was NOT satisfactory, do you want to pursue your claim further through the BBB AUTO LINE program?	Yes	No
If you want to pursue your claim further, what is the current mileage on your vehicle's odometer?	_____	

If your settlement involved a repurchase or replacement of your vehicle, please answer the following questions:

On what date did the manufacturer or its dealer advise you the transaction could take place? _____

On what date did you complete the transaction? _____

I will continue to help you by reopening your case or starting a new case depending on how much time has elapsed and the specific situation in your case. Please complete the above questions and return this letter to our office. If I have not heard from you **within eight days** from the date of this letter, I will assume that performance was satisfactory and will close your case.

This form can be faxed to us at 703.247.9700. Please feel free to contact me at 800.955.5100 if you have any questions. Thank you for letting us be of help.

Sincerely,

Todd Eikenberry at Extension 240

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

August 3, 2011

MR [redacted] C/O WILLIAM E FOLSOM ESQ
1100 CESERY BLVD STE 3
JACKSONVILLE FL 32211

Re: FRD1121987 Howell vs Ford Motor Corporation 1FTSW2BRXAE[redacted]

Dear Mr. [redacted] C/O William E. Folsom, Esq.:

Per our recent telephone conversation, I am writing to confirm the terms of the settlement verbally agreed to by you and the manufacturer in resolving your BBB AUTO LINE claim. The terms of the settlement are as follows:

The manufacturer agrees to repurchase your 2010 Ford F-250 per the guidelines and remedies available under the Florida Lemon Law. These will include the following:

1) Purchase price of the vehicle. This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle.
2) Collateral charges. These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to: sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges.
3) Reasonably incurred incidental charges. These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

From the above listed eligible amounts, a use deduction will be calculated @ 22,000 miles using the Florida Lemon Law Mileage Deduction Formula. If applicable, recoverable aftermarket accessories (e.g. stereos, hitches, tires/wheels) may be returned to the customer or transferred. Ford Motor Company does not credit the customer for non-recoverable aftermarket accessories (e.g. lift kits, window tint, paint). Vehicle damage or missing stock equipment resulting from the removal of aftermarket items are the customer's responsibility to repair or replace.

The manufacturer will contact you to arrange completion of this transaction within 30 days from the date they receive all necessary documentation, after which the BBB will follow up with you to verify completion. The vehicle shall be turned in with no damage, allowing for normal wear and tear only.

If your understanding of the verbal settlement differs from the written statement outlined above, please contact me immediately at 800.955.5100. If I do not hear from you it will be assumed the terms of your settlement are accurately stated above.

I will follow up with you after the date for performance of the settlement to confirm all required actions have been satisfactorily completed.

Please let me know immediately if you believe the manufacturer has not satisfactorily performed the settlement. If that happens and you contact me within 60 days from the date of this letter, I will reopen your case based on the age and mileage of the vehicle at the time you filed this claim. If you contact me after the 60-day period, I will open a new case for you and I will have to make a new eligibility determination based on the age and mileage of your vehicle at that time.

Please understand that, if eligible, you may proceed to arbitration through BBB AUTO LINE. If you are not
satisfied with the arbitrator's decision, or if the process takes more than 40 days, if eligible, you may request arbitration by the Florida New Motor Vehicle Arbitration Board administered by the office of the Attorney General. To obtain information about and file a claim with the state-run program, you should contact the Office of the Attorney General Lemon Law Hotline at 800-321-5366 (850-414-3500 if outside Florida), or via email to flalemonlaw@myfloridalegal.com.

The mailing address is:
Office of the Attorney General, Lemon Law Arbitration, PL-01, The Capitol,
Tallahassee, Florida 32399-1050.

PLEASE BE ADVISED that section 681.109(4), F.S., provides that the consumer must file the request for arbitration no later than 60 days after the expiration of the lemon law rights period (the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer), or within 30 days after the final action of BBB AUTO LINE, whichever date occurs later.

Sincerely,

Todd Eikenberry (Ext. 240)

CC: Bob Gray

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 08/02/2011 Case Number: FRD1121987
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 FL 1FTSW2BRXAE[redacted]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Ford F-250
Year : 2010

All parties named above submit to arbitration the following:

1) Vibration
2) Engine Runs Rough
3) Engine Check Light On / Warning Message
4) Shaking
5) Shutting Off
6) Starting Problems
7) Fuel Injectors Leaking
8) Diesel Fumes / Exhaust Smell Coming Through Vents
9) Intershift Delay
10) Axle Leak

The parties have come to agreement on the following: N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase
Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:
Purchase price: $55,417.01
Added Equipment: $99.00
Dent Shield: $399.00
Service Contract: $3,080.00
Maintenance Agreement: $825.00
Theft Protection: $249.00
Tire & wheeel protection: $429.00
Appearance protection: $399.00

Dealer service fee: $699.95
FL tire and battery fees: $6.50
Electronic filing fee: $98.75
Sales tax: $2,262.13
County tax: $50.00
County tax on products: $49.82
MVWEA: $2.00
Tag / title and registration fees: $225.00
GAP: $800.00
Doc Stamps: $215.60
Other collateral / incidental fees not listed above:
Earned finance charges:

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following: N/A

SCA
F20112198?

LAW® 553-FL-ARB-eps 5/09

STORE# 860
FORM# 2347

DEAL# 64891
STK# AEA04690

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller - Creditor (Name and Address)
[redacted] JACKSONVILLE FL [redacted] Buyer's Birth Month: July	[redacted] JACKSONVILLE FL [redacted] Co-Buyer's Birth Month: December	MIKE SHAD FORD AT THE AVENUES 10720 PHILIPS HIGHWAY JACKSONVILLE FL 32256

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Case Rate of 1.9 % per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
New	2010	FORD F250	9,001 - 10,000 Lbs.	1FTSW2BRXAE[redacted]	☒ personal, family or household ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $3,746.00 is
1.9 %	$ 3,674.84	$ 61,560.76	$ 65,235.60	$ 68,981.60

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	906.05	Monthly beginning 03/16/2010

Or As Follows:

0 02/01/2015

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

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

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

WARRANTIES SELLER DISCLAIMS
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide

Returned Check Charge: If any check or order of payment you give us is dishonored, you will pay a charge if we make demand that you do so. The charge will be $25 if the check amount is $50 or less; $30 if the check is over $50 but not more than $300; $40 if the check amount is over $300, or such amount as permitted by law.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

[redacted] COPY

Buyer Sign [redacted]

JUL-22-2011 15:33 From:WILLIAM FOLSOM

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 2,088.60 sales tax)		$ 58,808.81 (1)
2 Total Downpayment =		
Trade-in 2006 GMC 2500 (Year) (Make) (Model)		
Trade-in 1GTHK23096F[redacted] (VIN)		
Gross Trade-in Allowance	$ 24,000.00	
Less Pay Off Made By Seller	$ 21,754.00	
Equals Net Trade In	$ 2,246.00	
+ Cash	$ 1,500.00	
+ Other	$ n.a.	
(If total downpayment is negative, enter "0" and see 4J below)		$ 3,746.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		$ 55,062.81 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
Life $ n.a.		
Disability $ n.a.		$ n.a.
B Vendor's Single Interest Insurance Paid to Insurance Company		$ n.a.
C Other Optional Insurance Paid to Insurance Company or Companies		$ n.a.
D Optional Gap Contract		$ 800.00
E Official Fees Paid to Government Agencies MVWEA		$ 2.00
F Government Documentary Stamp Taxes		$ 215.60
G Government Taxes Not Included in Cash Price MRT TAX		$ 273.35
H Government License and/or Registration Fees		$ 225.00
I Government Certificate of Title Fees		$ n.a.
J Other Charges (Seller must identify who is paid and describe purpose)		
to n.a. for Prior Credit or Lease Balance		$ n.a.
to SAFEGUARD for TIRE & WHEEL PROT		$ 429.00
to n.a. for n.a.		$ n.a.
to SERVICE CONT for SERVICE CONTRACT		$ 3,080.00
to SAFEGUARD for THEFT PROTECTION		$ 249.00
to SAFEGUARD for MAINTENANCE		$ 825.00
to DENT WIZARD for DING SHIELD		$ 399.00
to n.a. for n.a.		$ n.a.
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 6,497.95 (4)
5 Loan Processing Fee Paid to Seller (Prepaid Finance Charge)		$ n.a. (5)
6 Amount Financed (3 plus 4)		$ 61,560.76 (6)

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Optional Service Contracts.
You are not required to buy a service contract to obtain credit. Your choice of service contract providers for any service contracts you buy will not affect our decision to sell or extend credit to you.

Rejection or Revocation.
If you are permitted under Florida's Uniform Commercial Code to reject or revoke acceptance of the vehicle and you claim a security interest in the vehicle because of this, you must either: (a) post a bond in the amount of the disputed balance; or (b) deposit all installment payments as they become due into the registry of a court of competent jurisdiction.

Servicing and Collection Contacts.
You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Applicable Law
Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 6, is paid in full on or before n.a., Year n.a. SELLER'S INITIALS _____

NO COOLING OFF PERIOD

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

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. AUTONATION GAP WAIVER AGREEMENT
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X _____

CUSTOMER / TRUTH IN LENDING COPY

Buyer Signs X _____ Co-Buyer Signs X _____

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

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

Check the insurance you want and sign below:

Optional Credit Insurance

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

Term _____ Term _____

Premium: Credit Life $ n.a. Credit Disability $ n.a.

Insurance Company Name _____ Home Office Address _____

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

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

_____ _____ X _____ _____

Buyer Date Co-Buyer Date

You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

_____ _____ X _____ _____

Buyer Date Co-Buyer Date

You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

_____ _____ X _____ _____

Buyer Date Co-Buyer Date

Other Optional Insurance

☐ _____ _____ Premium $ n.a.

Type of Insurance Term

Insurance Company Name & Address

☐ _____ _____ Premium $ n.a.

Type of Insurance Term

Insurance Company Name & Address

☐ _____ _____ Premium $ n.a.

Type of Insurance Term

Insurance Company Name & Address

☐ _____ _____ Premium $ n.a.

Type of Insurance Term

Insurance Company Name & Address

☐ _____ _____ Premium $ n.a.

Type of Insurance Term

Insurance Company Name & Address

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____ _____ X _____ _____

Buyer Signature Date Co-Buyer Signature Date

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Florida documentary stamp tax required by law in the amount of $ 215.60 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. _____

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance).** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which this VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** n.a. **and is also shown in Item 4B of the Itemization of Amount Financed.** The coverage is for the initial term of the contract.

You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs X _____ Co-Buyer Signs X _____ Date: _____

CUSTOMER / TRUTH IN LENDING COPY

Buyer Signs X _____ Co-Buyer Signs X _____

JUL-22-2011 15:33 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.17/94

OTHER IMPORTANT AGREEMENTS

1. **FINANCE CHARGE AND PAYMENTS**
   a. **How we will figure Finance Charge.** We will treat any Prepaid Finance Charge as fully earned on the date of this contract. We will figure the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Prepaid Finance Charge, if any.
   b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of your Principal Balance and to other amounts you owe under this contract in any order we choose.
   c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
   d. **You may prepay.** You may prepay all or part of your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding $75, for services performed on your behalf for processing this contract. If you prepay, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
   e. **You may ask for a payment extension.** You may ask us for a deferral of the scheduled due date of all or any part of a payment (extension). If we agree to your request, we may charge you a $15 extension fee. You must maintain the physical damage insurance required by this contract (see paragraph 2.d.) during any extension. If you do not have this insurance, we may buy it and charge you for it as this contract says. You may extend the term of any optional insurance you bought with this contract to cover the extension if the insurance company or your insurance contract permits it, and you pay the charge for extending this insurance.
   If you get a payment extension, you will pay additional finance charges at the Base Rate on the amount extended during the extension. You will also pay any additional insurance charges resulting from the extension, and the $15 extension fee if we charge you this fee.

2. **YOUR OTHER PROMISES TO US**
   a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
   b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
   c. **Security interest.**
   You give us a security interest in:
   - The vehicle and all parts or goods put on it;
   - All money or goods received (proceeds) for the vehicle;
   - All insurance, maintenance, service, or other contract we finance for you; and
   - All proceeds from insurance, maintenance, service, c other contracts we finance for you. This includes an refunds of premiums or charges from the contracts.

   This secures payment of all you owe on this contract. It als secures your other agreements in this contract. You w make sure the title shows our security interest (lien) in th vehicle.
   d. **Insurance you must have on the vehicle.**
   You agree to have physical damage insurance covering los of or damage to the vehicle for the term of this contract. Th insurance must cover our interest in the vehicle. If you d not have this insurance, we may, if we choose, buy physic damage insurance. If we decide to buy physical damag insurance, we may either buy insurance that covers yo interest and our interest in the vehicle, or buy insurance tha covers only our interest. If we buy either type of insuranc we will tell you which type and the charge you must pay. Th charge will be the premium of the insurance and a financ charge at the highest rate the law permits. If the vehicle lost or damaged, you agree that we may use any insuranc settlement to reduce what you owe or repair the vehicle.
   e. **What happens to returned insurance, maintenanc service, or other contract charges.** If we obtain a refund insurance, maintenance, service, or other contract charge you agree that we may subtract the refund from what yc owe.

3. **IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**
   a. **You may owe late charges.** You will pay a late charge c each late payment as shown on page 1 of this contrac Acceptance of a late payment or late charge does n excuse your late payment or mean that you may kee making late payments.
   If you pay late, we may also take the steps described belov
   b. **You may have to pay all you owe at once.** If you bre your promises (default), we may demand that you pay you owe on this contract at once. Default means:
      - You do not pay any payment on time;
      - You give false, incomplete, or misleading information c a credit application;
      - You start a proceeding in bankruptcy or one is starte against you or your property; or
      - You break any agreements in this contract.

   The amount you will owe will be the unpaid part of yo Principal Balance plus the earned and unpaid part of th Finance Charge, any late charges, and any amounts du because you defaulted.
   c. **You may have to pay collection costs.** If we hire a attorney to collect what you owe, you will pay the attorney fee and court costs as the law allows. This includes a attorneys' fees we incur as a result of any bankrupt proceeding brought by or against you under federal law.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

j. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

Seller's Right to Cancel

a. **Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown in this contract, and assign this contract to a financial institution. You agree that Seller has the number of days stated below on this contract to assign this contract. You agree that if Seller is unable to assign this contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract.**

b. **If Seller elects to cancel per Paragraph a above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.**

c. **Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give you back all consideration Seller has received in accordance with the terms of the Retail Purchase Agreement or Buyers Order.**

d. **If you do not immediately return the vehicle, Seller may use any legal means to take it back (including repossession) and you will be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.**

e. **While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession.**

f. **The terms of this Seller's right to cancel survive Seller's cancellation of this contract.**

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.

SELLER'S RIGHT TO CANCEL. If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section above, which gives the Seller the right to cancel within n.a. days, will apply.

X _____ X _____
Buyer Signs Co-Buyer Signs

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See the rest of this contract for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration clause on page 6, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date 01/30/2010 Co-Buyer Signs X _____ Date 01/30/2010

"Buyer" and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____

Seller signs MIKE SHAD FORD AT THE AVENUES Date 01/30/10 By X _____ Title _____

CUSTOMER / TRUTH IN LENDING COPY

Buyer Signs X _____ Co-Buyer Signs X _____

JUL-22-2011 15:35 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.19/94

ARBITRATION CLAUSE

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is $0 or against a party is in excess of $100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller MIKE SHAD FORD AT THE AVENUES By _____ Title _____

CUSTOMER / TRUTH IN LENDING COPY

Buyer Signs X _____ Co-Buyer Signs X _____

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Mike Shads

FORM# 5022 904-292-3395

RETAIL PURCHASE AGREEMENT

STORE# 860

MIKE SHAD FORD AT THE AVENUES
10720 PHILIPS HIGHWAY
JACKSONVILLE FL 32256

DEAL #84891 SALES #1 ALLEN,RICARDO L FM MGR.

CUSTOMER # 3938524 SALES #2 SALES MGR SCHEPEN,MARINUS H

[redacted] DL# [redacted]

[redacted] State FL Zip [redacted]

Bus Phone 904-891-1000 Cell Phone --

[redacted]

FORD F150		1FTSW2BRXAE[redacted]	
	A	ROYAL RED	34
2011	2500		
86981	ACTUAL		
	DEALT		
1FTSW2BRXAE[redacted]			

SELLING PRICE		$ 35,417.01
ADDED EQUIPMENT/ACCESSORIES	+	99.00
DENT SHIELD	+	399.00
SVC CONT	+	3,080.00
MAINTENANCE	+	825.00
THEFT PROTECTION	+	249.00
TIRE AND WHEEL PROTECTION	+	429.00
	+	n.a.
	+	n.a.
APPEARANCE PROTECTION 5 YR	+	399.00
	+	n.a.
	+	n.a.
	+	n.a.
TOTAL PRICING INCLUDING ACCESSORIES	=	60,897.01
LESS: DISCOUNT AND/OR TRADE IN ALLOWANCE	-	24,000.00
CASH DIFFERENCE	=	36,897.01
DEALER SERVICE FEE**	+	699.95
FLORIDA BATTERY FEE	+	1.50
FLORIDA TIRE FEE	+	5.00
TAX AGENCY/ELEC FILING FEE**	+	88.75
	+	n.a.
SUBTOTAL	=	37,702.21
SALES TAX @ 6.00%	+	2,262.13
DUVAL COUNTY SURTAX @ 1.00%	+	30.00
COUNTY TAX ON PRODUCTS @ 1.00%	+	49.82
MVNEA	+	2.00
REG/TAG/TITLE/FEES	+	225.00
SUBTOTAL	=	40,291.16
BALANCE PAYD ON TRADEIN	+	22,724.00
GAP	+	800.00
	+	n.a.
	+	n.a.
	+	n.a.
	+	n.a.
	+	n.a.
TOTAL DUE	=	63,815.16
PAYMENT EARN / REBATE ASSIGNED TO SELLER	-	n.a.
DEPOSIT / INITIAL PAYMENT	-	1,500.00
DEPOSIT / PARTIAL PAYMENT	-	n.a.
UNPAID BALANCE DUE	=	62,315.16

[redacted]

[redacted]

[redacted]

JUL-22-2011 15:23 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.5/94

STK# AEA04690 DEAL# 64891 DATE 01/30/2010

RETAIL INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

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

[redacted]

SELLER/CREDITOR (Seller Name and Address)

MIKE SHAD FORD @ THE AVENUES
10720 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32256

Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
2010 FORD	F250	1FTSW20RXAE[redacted]	X Personal ☐ Agricultural ☐ Commercial

Odometer reading: 1000 | Gross Allowance: $ 24000.00 | Amount Owing: 21754.00

Cash Price	$ 59024.88
Deferred Payment to Creditor	$ N/A
Cash Down Payment	$ 1500.00
Trade-in	$ N/A
Total Down Payments (Items 3(a) plus 3(b) plus 3(c))	$ 1500.00
Unpaid Balance (Item 2 minus Item 3)	$ 2846.00
Amount Financed (Items 4(a) plus 3(c))	$ 3746.00
Total Time Sale Price (Items 3 plus 4)	$ 65328.88
Tax: [illegible]	$ 215.60
Total Sale Price: $ [illegible]	$ 449.90
Total Cost of Optional Insurance	$ N/A
Amount Paid to Others on Your Behalf	$ N/A
for TIRE/WHEEL PROT	$ 429.00
for THEFT PROTECTION	$ 249.00
for GAP PROTECTION	$ 800.00
for N/A	$ N/A
for MAINTENANCE PLAN	$ 825.00
for SERVICE CONTRACT	$ 3080.00
for N/A	$ N/A
for N/A	$ N/A
for DENTS SHIELD 3 YEAR	$ 399.00
for N/A	$ N/A
	$ 6231.90
	$ 61560.78

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

1. Buyer understands that he has the option of assigning any other policy of collateral Buyer owns or may procure for the purpose of securing this retail installment sale and the policy need not be purchased from the Creditor in order to obtain credit.

Buyer Signs _____

Co-Buyer Signs _____

2. Buyer understands that no credit life coverage may be offered if, at the time of application, Buyer is unable to engage in employment or unable to perform normal activities of a person of like age and sex. If the proposed credit life insurance policy contains this restriction

Buyer Signs _____

Co-Buyer Signs _____

3. Buyer understands that the benefits under the policy will terminate when Buyer reaches a certain age and that Buyer's age is accurately represented on the application for policy.

Buyer Signs _____

Co-Buyer Signs _____

Certain
Insurance Company
Policy(ies)
Insured(s)
Credit Life Insurance
Signs
Co-Buyer Signs
Insurance Company
Policy(ies)
Insured(s)
Credit Disability Insurance
Buyer Signs
Co-Buyer Signs

FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit including your down payment of $ 3746.00
$ 3823.84	61560.78	65384.62	69307.68

Amount of Payments	When Payments Are Due
960.00	1 Payment Monthly Beginning 03/05/2010

If your credit rating changes you will not have to pay a security interest in the vehicle being purchased.

Late payment charge on each payment received more than 10 days late. The [illegible]

OTHER OPTIONAL INSURANCE

Coverage and premium and [illegible]

[illegible] must pay a late charge on each payment received more than 10 days late. The [illegible] percent of the scheduled payment.

[illegible] Please see this contract for additional information on security interest, nonpayment, [illegible] right to require repayment of your debt in full before the scheduled date, and [illegible]

BALLOON CONTRACT PROVISIONS

☐ [illegible] installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

[illegible] above is checked, this section, Paragraph B, and Paragraph C of this [illegible] You may be charged for excessive wear based upon our standards for [illegible] use if you exercise the option to sell the vehicle back to Creditor under [illegible] you must pay the Creditor $0. N/A per mile for each mile in [illegible] N/A miles shown on the odometer.

[redacted] the Creditor.

[redacted]

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE [illegible] BY THE ARBITRATION PROVISION ON THE REVERSE SIDE [illegible] CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive [illegible] of the Finance Charge.

[illegible] documentary stamp tax required by law in the amount of [illegible] has been paid or will be paid directly to the Department [illegible] Revenue.

Certificate of Registration 39-8000747771-3

[illegible] OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
SERVICE CONTRACT	$ 3080.0
FORD ESP	84
[illegible] PROTECTION	$ 249.0
SAFEGUARD	72
[illegible] SHIELD	$ 399.0
DENT WIZARD	36
TIRE & WHEEL	$ 429.0
SAFEGUARD	72
[illegible]	$ 900.0
SAFEGUARD	0

[redacted]

Co-Buyer Signs

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

☒ Debt Cancellation Waiver Addendum (Optional) If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver [redacted]

NOTICE TO THE BUYER

a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

[illegible] (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed [illegible] completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) [illegible] true and completely filled in copy of this contract.

[redacted] Co-Buyer X [redacted]
Signs

[illegible] SHAD FORD @ THE [redacted] By X [redacted] Title [illegible]

[illegible] CONTRACT IS NOT VALID UNTIL YOU A[illegible]

[illegible] transfer this contract to [illegible] will have all Seller's rights, privileges, and remedies. By signing below, the [illegible] assigns this contract to FORD MOTOR CREDIT COMPANY 1800-727-7000 ("Assignee"). To contact [illegible] about this contract, call [illegible] or visit their website at www.fordcredit.com

*ADDITIONAL AGREEMENTS

[illegible] You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the estimated Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

Upon your request, Assignee may agree to allow you to extend the due date of all or any part of any installment payment for an extension fee of $[illegible]. You will also be required to extend the insurance coverage required by this contract to cover the extension period. In addition to the extension fee, you will also be required to pay any additional finance charges which will accrue as a result of you being allowed to extend your payment.

F. **Balloon Payment Contracts:** If your last installment payment under this contract is a balloon payment as indicated on the front of this contract, you may handle the last installment payment in one of three ways.

1. You may pay all that you owe when the last installment payment is due and keep your motor vehicle.
2. You may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the APR agreed to by you and the Creditor or the maximum APR permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. If the amount of any payment shall be the same as in this contract if the amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be such that you need to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, notice must be received no later than 30 days prior to the due date of the last installment payment.
3. You may sell the vehicle to the Creditor for an amount equal to the [illegible] last payment. You must pay to the Creditor any other amount you owe as part of this contract. Amounts you owe will be based, in part, on the [illegible] mileage. You also must pay to the Creditor the estimated costs of repairs to the vehicle that are the result of excess wear and use, as described below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last scheduled payment due date. At that time, you must also give the Creditor documents showing no liens other than the Creditor's lien, transferring title to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must notify the Creditor and inform the Creditor whether you want to make the last installment payment.

G. **Excessive Repair:** If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under paragraph F, you are responsible for repairs of all damage to the vehicle [illegible] as a result of normal wear and use. Those repairs include, but [illegible] limited to, those necessary to:

1. [illegible] any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
2. [illegible] any mechanical defects;
3. [illegible] replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, cracked, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all [illegible] inoperative or burned out lights; all electronic malfunctions; all interior rips, tears, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance was in force.

You may make the repairs before inspection of the vehicle under paragraph F, but you will owe the estimated costs of such repairs, even if the repairs are made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs

G. **Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. **Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

I. **Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take good found in or on the vehicle when repossessed and hold them for you.

J. **Your Right to Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

K. **Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those we pay as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will owe what is still owed to the Creditor. If you do not pay the amount when the Creditor asks, the Creditor may charge you interest at the highest legal rate until you pay.

L. **Collection Costs:** Except as otherwise provided by law, you may pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

M. **Consumer Reports:** You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

N. **Servicing and Collection:** You agree that Creditor, Creditor affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use various electronic or verbal means to contact you. This consent includes, but not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents or service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

O. **Applicable Law:** You agree that this contract will be governed by the laws of the state of Florida.

P. **General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned, to Ol Exchange, Inc (or Assignee's qualified Intermediary), its rights (but not its obligations) with respect to purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract to Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this proviso as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes a

3. Security Interest: You give the Creditor a security interest in:
   1. The vehicle and all parts or other goods put on the vehicle;
   2. All money or goods received for the vehicle; and
   3. Insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

4. Use of Vehicle. Warranties: You must take care of the vehicle and keep it in good shape while using it. You may not sell or rent the vehicle and you must defend it from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

5. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

[redacted]

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Spanish Translation: Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use; in that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

In order to induce the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" promises to pay the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a Guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor (or any "Party") may choose arbitration at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with any assignee or any other relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If you or we choose to arbitrate a Claim, then you and we agree to waive the following rights.

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

Rights You And We Do Not Give Up If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration

DRE# 860
AL# 64891
K# AEA04690
ST# 3988524
RM# 4054

88103190

GAI Warranty Company of Florida

FLORIDA LICENSE # 60112

Ding Shield

The Painless Dent Removal (PDR) Service Plan

Ding Shield Registration Form

BUYER INFORMATION

Vehicle Buyer/Lessee [redacted]

Addre[redacted] Apt

City JACKSONVILLE State FL Zip [redacted]

Phone Home ([redacted]

Phone Work ([redacted] Email [redacted]

VEHICLE INFORMATION

Vehicle Year 2010 Make FORD Model F250

[X] New [ ] Pre-Owned* [ ] Leased VIN 1FTSW2BRXA[redacted] Mileage 34

*Applies only to vehicles which have been inspected and repaired prior to sale and certified to be ding free by an authorized Dent Wizard representative

CONTRACT INFORMATION

Unlimited PDR Panel Repairs for the selected term of the agreement

Plan Term (Choose 1) [X] 3 year (36 month) [ ] 4 year (48 month) [ ] 5 year (60 month)

I have read and agree with [redacted] rotection Plan.

Buyer Signature [redacted] Purchase Price $399.00 Purchase Date 01/30/2010

DEALER INFORMATION

Dealer MIKE SHAD FORD AT THE AVENUES Dealer#

Address 10720 PHILIPS HIGHWAY

City JACKSONVILLE State FL Zip 32256

Phone 904-292-3325 Email

By [redacted] Title

Signed

LENDING INSTITUTION

Name

Address

City State Zip

CUSTOMER

PLEASE SEE TERMS & CONDITIONS ON BACK

Purchase of this plan is not required to purchase or finance a motor vehicle.

Form#DWDS_FL_U_109
Revision Date: August2009

Ding Shield Service Plan
Terms and Conditions

Plan Obligor
GAI Warranty Company of Florida
49 East 4th Street, 9th Floor
Cincinnati, OH 45202

Plan Administrator
GAI Warranty Company of Florida
P.O. BOX 92246
Cleveland, OH 44135
(888) 404-2690

GAI Warranty Company of Florida obligations under this service plan are insured by a policy issued by Great American Insurance Company, 49 East 4th Street, 9th Floor, Cincinnati, OH 45202. If a covered claim is not paid within sixty (60) days, after proof of loss has been filed, the buyer may file a claim directly with the Insurance Company. Please call 800-280-0352 for instructions.

The Ding Shield Service Plan (the "Plan") provides for the removal of certain dings and dents, performed by technicians exclusively trained in the PDR repair process, from the Buyer's/ Lessee's Vehicle via the process known as "Painless Dent Removal" or "PDR." The repair process does not involve drilling holes, or in any way puncture the metal. The Plan is limited to personal use passenger cars, trucks and sport utility vehicles with steel or aluminum body panels.

The Plan will provide for an unlimited number of PDR Panel Repairs over the term of the contract. See page one of this contract for plan specifics. Each PDR Panel Repair covers the removal of dents and dings within an area located on a single panel of the Vehicle that does not exceed the size of the Plan card (@ 3.25" x 2") and this process does not affect the existing paint finish. PDR Panel Repairs are subject to accessibility (e.g. an area within 3/4" of a door edge is not accessible), and do not cover dings or dents that have punctured the metal or have resulted in visible paint damage. Coverage for hail damage will be provided up to the amount of the comprehensive deductible with a maximum of $1,000. No loaner car will be provided during the time of repair. Pre-existing conditions (conditions that exist prior to your purchase of this service plan) are not covered by this service plan.

The PDR process does not involve the replacement of vehicle body panels or sanding, bonding, or painting. The limit of liability for damage to a panel caused by a PDR repair shall not exceed the retail cost to repair or replace such panel. If Our PDR provider deems the damage unrepairable You may seek a second opinion from a PDR provider of your choice. In the event the PDR provider you choose completely repairs damage Our PDR provider deemed unrepairable, We will pay that PDR provider for your repairs if that PDR provider used only a PDR process to make the repair.

Transfer

The Plan is limited to the Buyer/Lessee and Vehicle listed on this Agreement. The Plan is transferable only one time by the original Buyer listed on page one of this contract to someone to whom they sell their vehicle, provided that an administrative fee is paid. Should the Buyer/Lessee wish to transfer the PDR Plan, the Buyer/Lessee must submit a completed Certificate of Transfer (available by request from the Plan Administrator at the address listed above) along with a $40.00 administrative fee.

Cancellation

The Buyer/Lessee may cancel this agreement within sixty (60) days of purchase upon written request and receive a refund of 100 percent of the gross written premium less an administrative fee of 5 percent. After the contract has been in effect for more than sixty (60) days, we may only cancel for material misrepresentation, failure to maintain the motor vehicle as prescribed by the manufacturer or non payment of premium, in which case you will be notified by certified mail. If we cancel the service plan, we will return 100 percent of the unearned pro rata premium. If after sixty (60) days, the agreement is cancelled by the Buyer/Lessee, the refund shall not be less than 90 percent of the unearned pro rata premium. In the event of a cancellation the lien holder, if any, will be named on the cancellation refund.

To obtain service under the Plan, simply contact your Dealer or call the Plan Administrator at (888) 404-2690. An appointment with our PDR repair technician will be made to perform the PDR repair.

FLORIDA VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

STORE# 860
FORM# 4189
DEAL# 64891
STK# AEA04690
CUST# 3988524

EXTENDED SERVICE PLAN

NEW PLANS - Ford and Competitive-Make CORE Coverages, RentalCARE Coverage;
USED PLANS - Ford and Competitive-Make CORE Coverages

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

1	F	T	S	W	2	B	R	X	A	E	[redacted]	0	1	3	0	1	0					

Vehicle Identification Number | Signature Date | Warranty Start Date

☐ CPO
☐ Incomplete Vehicle
☐ Police Vehicle

Internet Sale ☐ Yes ☐ No

SECTION B – TYPES OF NEW PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☒ PremiumCARE (Standard Deductible is $100)

COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi): ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)

RENTALCARE COVERAGE ☐ RentalCARE (Standard Deductible is $0)

DEDUCTIBLES (Optional Only) ☐ $0 ☐ $50 ☐ $200 (Not Available on all Core Coverages) ☐ Disappearing (Not Available on all Core Coverages)

OPTIONS ☐ First Day Rental (Core Coverages) ☐ Enhanced Rental (Not available on All coverages)

SURCHARGES ☐ 12 Months/12,000 Miles ☐ Ambulance/Shuttle/Tow Truck (Specialty) ☐ Snowplow ☐ Commercial Business Use ☐ Turbocharger/Supercharger

SECTION C – TYPES OF USED PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)

DEDUCTIBLES (Optional ONLY) ☐ $50 ☐ $200 ☐ Disappearing Deductible

OPTIONS ☐ First Day Rental ☐ Enhanced Rental

SURCHARGE ☐ Turbocharger/Supercharger ☐ Snowplow

SECTION D – COVERAGE TERM AND COST

NEW PLAN AGREEMENTS: Coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles (or Hours for Incomplete Vehicles Only) purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS)** - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased the Number of Miles Purchased from the Signature Date and Current Mileage.

Plan / Coverages	Monthly/Hourly Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Coverages: FORD ESP (New or Used Plans)	84 2017-1-29	100,000 100,000	$ 3,080.00	$ 215.60	$ 3,295.60
Other: (New or Used Plans)			$	$	$
		Totals	$ 3,080.00	$ 215.60	$ 3,295.60

Current Mileage: 34

SECTION E - DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS.

I acknowledge receipt of a complete copy of this Agreement at the time of signing and agree to all the terms and conditions. I agree to maintain the covered [redacted] conditions as a condition of receiving coverage under this Agreement, except

01/30/2010
Signature Date

Service Contract Holder Name and Address

Service Contract Lienholder Name

SECTION F - DEALERSHIP INFORMATION

KE SHAD FORD AT THE AVENUES
7720 PHILIPS HIGHWAY JACKSONVILLE,FL 32256
Dealership Name and Address

(904) 292-3325
Phone Number

Dealership Signature

EMPLOYEE STARS ID

0	4	9	9	2

P&A Code

EA11-003 000556LC

1A. INTRODUCTION AND PARTIES (FORD MOTOR COMPANY): This service contract, including the Application, (this "Agreement") on Ford, Lincoln and Mercury vehicles is between Ford Motor Company (referred to in this Agreement as "We", "Us", or "Our") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida license number 60016. You may contact Us at the following address:
Ford Motor Company
Extended Service Plan Headquarters
P.O. Box 6045
Dearborn, Michigan 48121
Toll-free number: 800-392-3673.

1B. INTRODUCTION AND PARTIES (THE AMERICAN ROAD INSURANCE COMPANY): This service contract, including the Application (this "Agreement") on any competitive make vehicle is between The American Road Insurance Company (referred to in this Agreement as "We", "Us", or "Our") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida Certificate of Authority Number is 09079. You may contact Us at the following address.
The American Road Insurance Company
Extended Service Plan Headquarters
P.O. Box 6045
Dearborn, Michigan 48121
Toll-free number: 800-392-3673.

2. ENTIRE AGREEMENT: This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

2A. FRAUDULENT CLAIM NOTICE: Under the Code, any person who, with the intent to injure, defraud or deceive any insurer, knowingly files an application for coverage or a statement of claim that contains false, incomplete or misleading information, is guilty of a felony of the third degree.

2B. FLORIDA OFFICE OF INSURANCE REGULATION: The Florida Office of Insurance Regulation does not regulate Maintenance Agreements. Maintenance Agreement coverage is optional and may only be purchased in conjunction with the purchase of a motor vehicle service agreement. The purchase price of a Maintenance Agreement must be disclosed separate and apart from the premium of a motor vehicle service agreement.

3. DEFINITIONS: In this Agreement, the following capitalized terms have the meanings assigned to them:

Branded Vehicle means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

Certified Pre-Owned (CPO) Vehicle Upgrade Coverage means a new core service contract on a Ford, Lincoln or Mercury vehicle purchased for an additional price that may provide additional component coverage or longer term and mileage benefits beyond the manufacturer's certified warranty.

Commercial Business Use means the Vehicle is: (i) used primarily for business purposes, with multiple drivers, or (ii) designated by the Selling Dealer as a vehicle sold for Commercial Business Use when reported to the vehicle's manufacturer. Ford, Lincoln and Mercury vehicles reported or sold with delivery codes: "3", "4", "7", "C", "D", "E", "H", "I", "L", "M", "S", "T", and "#" are vehicles used for Commercial Business Use.

Competitive Make Vehicle means any vehicle other than a Ford, Lincoln or Mercury vehicle.

Component Wrap Coverage means core coverage upon the expiration of the Original Equipment Manufacturer's Powertrain Warranty.

CORE Coverages means PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE coverage plans.

Disappearing Deductible means a deductible option under which there is no deductible charged for each Eligible Repair Visit when services are performed by the Selling Dealer.

Eligible Repair Visit means a single visit to a dealer or other repair provider for service or repair of a failure to the Vehicle covered by this Agreement.

Emergency Service or Repair means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln Mercury dealership.

Emergency Travel Expenses means the costs of Your meals, lodging, car rental and commercial transportation to Your destination and the return trip to retrieve Your Vehicle after it is repaired.

Failure means a cessation of normal functioning of the Vehicle or components covered by this Agreement that arise from defects in materials or workmanship or caused by wear and tear covered by this Agreement.

Hourre means an alternate measure of mileage [illegible] expiration for which 1 hour equals 25 miles.

Incomplete Vehicle means a Vehicle with the first three VIN positions of 1FC, 1FD, 1F6, 1MH, 2FC, 2FD, 2MH, 3FC, 3FD, 3FE, and 3FH (except body types E14, E24, E34, E31, S31, E34 or S34).

New Vehicle Limited Warranty means the manufacturer's original limited bumper to bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

RentalCARE Coverage means reimbursement for vehicle rentals due to repairs covered under the manufacturers' warranty or recalls.

Retail Value of the Vehicle means the retail value of the Vehicle at the time of repair or service, as determined by *'National Auto Dealers' Association (N.A.D.A.) Guide'*, taking into consideration the location, mileage and condition of the Vehicle.

Selling Dealer means the authorized Ford or Lincoln Mercury dealership that sold You the service contract represented by this Agreement.

Signature Date means the date You signed the Application to this Agreement.

Vehicle means the vehicle identified in the Application by the VIN.

Vehicle Identification Number (VIN) means the 17 alpha-numeric identifier assigned to a motor vehicle by the manufacturer.

Warranty Start Date, for the New Vehicle Limited Warranty, means the date on which the Vehicle was placed into service. If the Vehicle was used by the dealership as a demonstrator unit, the Warranty Start Date is the date the Vehicle was placed into service as a demonstrator unit.

Zero Miles means the starting mileage for the calculation of the expiration of all New Vehicle Limited Warranties. For benefit determinations, all New Vehicle Limited Warranties are considered to begin with zero miles on the Vehicle.

4. DEDUCTIBLES, STANDARD & OPTIONAL
If You elected coverage with a Standard Deductible or Optional Deductible We will charge You that deductible for each Eligible Repair Visit, regardless o the number of Failures to be repaired.

Deductible options are not available for CPO Upgrade Coverage Plans o Competitive Make Vehicles and RentalCARE Coverages.

In the event You have purchased a Disappearing Deductible and Your Selling Dealer is no longer in business, You may take Your vehicle to any Ford o Lincoln Mercury dealership for repair or service and Your Disappearing Deductible will be honored.

5. WHAT THIS AGREEMENT COVERS: Subject to the deductible exclusions and other limitations in this Agreement and depending on the Pla and Coverage You elected, service and repairs (including parts and labo costs) will be provided as referenced herein. We will either: (a) service Yo Vehicle; (b) repair or replace covered Failures or (c) reimburse You for t Vehicle's servicing or for the repair or replacement of covered Failures. W may inspect the Vehicle before performing any service or repairs and inspe parts that are serviced, repaired or replaced.

5A. COVERED ITEMS - "PowertrainCARE"
If You elected PowertrainCARE, the following items are covered exce for Kia, Hyundai and Mitsubishi Component Wrap Coverage Plans:

Engine - Cylinder block and all internal lubricated parts, seals and gaske the cylinder heads, manifold (Exhaust & Intake), manifold end bolts, fact installed turbocharger/supercharger units, timing chain (gears or be flywheel, valve covers, oil pan, timing chain cover, oil pump, water pur thermostat, thermostat housing. **(EXCEPTIONS: CARBURETION AND FU INJECTION COMPONENTS ARE NOT COVERED).**

Transmission - Transmission case and all internal parts including tor converter and transfer case (all internal parts), seals and gaskets.

Front-Wheel Drive - Final drive housing and Rear Axle Housing for A (including all internal Parts), universal and constant velocity joints, front-wh bearings, axleshafts, locking rings (four-wheel drive vehicles), seals , gaskets, automatic front locking hubs (four-wheel drive), rear wheel bearin

Rear-Wheel Drive - Drive axle housings and Front Axle Housings for (including all internal Parts), universal and constant velocity joints, rear-wh bearings and retainers, axle shafts, seals and gaskets, driveshafts, f wheel bearings.

5B. COVERED ITEMS - "BaseCARE"
If You elected BaseCARE, You have PowertrainCARE coverage coverage for the following additional items:

odometer & Speedometer - Coverage is provided for both the odometer and speedometer, including all cables and connectors.

ngine - Metal fuel lines, harmonic balancer and bolt, and diesel injector imp.

ransmission - Governor Assembly.

teering - Power steering pump, cooler and metal lines, couplings, seals and skets, manual and power steering gear housing and all internal parts, cluding linkages, control valve, column lock (tilt wheel), pulley assembly for wer steering pump, and the idler arm.

uspension - MacPherson struts (front or rear), upper and lower control ms, stabilizer bar, linkage and bushings, tie rods, control arm shafts and ushings, upper and lower ball joints, kingpins and bushings, spindle and indle supports. **NOTE: This coverage includes only the items listed in is paragraph and does not include either front end alignments or heel balancing, unless the repair to such items is required in njunction with the repair of a Failure.**

rakes - Master cylinder, calipers and wheel cylinders, combination valve, etal lines and fittings, power brake booster, backing plates, springs, clips d retainers, self adjusters, parking brake linkage and cables, brake pedal ssh. **NOTE: This coverage includes only the items listed in this aragraph and does not include brake drums, rotors, linings or pads, nless the repair to such items is required in conjunction with the repair a covered Failure.**

r Conditioning - Compressor, condenser, evaporator, A/C compressor head, C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, oley and field coil.

ectrical - Alternator, starter motor, voltage regulator, manually operated electrical ritches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, el pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), d electrical components of a heated backglass. **NOTE: Heated backglass verage is for electrical components only and does not include general glass mage or breakage.**

). COVERED ITEMS - "ExtraCARE"
You elected ExtraCARE. You have PowertrainCARE and BaseCARE verage and coverage for the following additional items:

ngine - Flywheel ring gear, diesel lift pump and gas and diesel injectors.

ectrical - Distributor assembly.

gh Tech - Air conditioner accumulator, ETA pump hose assembly, anti-lock ake module and sensor, automatic temperature control compass and mometer read-out displays, distributor cap and rotor, electronic air spension (switch-vacuum pump, control assembly suspension air spring, ring & solenoid assembly front suspension, air spring solenoid, o-ring lenoid, left/right-front spring, dryer assembly, sensor-air level, air line otector, spring-load leveling, control module-air suspension, sensor right/left ir suspension leveling, air suspension quick connect, air line repair kit, itch-right/left rear suspension leveling, o-ring suspension air spring dryer, ancer-air suspension, wire assembly air suspension switch, front spring air spension and rear spring air suspension), electronic instrument cluster cluding the dash pad, clock, audio and visual equipment), fuel tank and as, diesel injectors and lines, heater blower motor and core assembly, yless entry system (excluding door handles), power seat motors, power ndow motors and regulators, power antenna, power door locks (excluding or handles and electronic key fobs), power door lock retainer clip, radiator, diator fan, radiator fan clutch or motor, speed control engine mounts, ansmission vacuum module and mounts, and external transmission module.

). COVERED ITEMS - "PremiumCARE"
You elected PremiumCARE, all Failures are covered EXCEPT for those ms excluded in the Provision titled: "WHAT IS NOT COVERED BY IS AGREEMENT".

. COVERED ITEMS - NEW PLAN "RentalCARE"

you have elected RentalCARE coverage, We will reimburse You for the tal charges up to $30 per day on Ford, Mercury and Competitive Make hicles and $36 per day on Lincoln vehicles that You incur to rent a motor hicle for up to (3) days while Your Vehicle is being repaired; provided, wever: (i) the service or repair is: (1) covered under the New Vehicle mited Warranty or (2) the result of a manufacturer's recall or customer tisfaction program and (ii) the vehicle must be rented from a Ford or Lincoln rcury dealership or other commercial agency that rents or leases motor hicles as its principal business. RentalCARE coverage will begin when You liver the Vehicle to the Selling Dealer or other dealer that has a franchise m an original equipment manufacturer. To determine the (3) day coverage riod, the first day of coverage is the day after You deliver Your Vehicle for pair or service.

For Ford, Mercury or Competitive Make vehicles, If You elected the 36 month/45,000 mile RentalCARE coverage, You will receive an additional 9,000 miles of PremiumCARE coverage. If You elected the 60 month/45,000 mile RentalCARE coverage plan, You will receive an additional 6,000 miles of PremiumCARE coverage. If You elected the 36 month or 48 month plan/50,000 mile RentalCare coverage plan, You will receive an additional 14,000 miles of PremiumCARE coverage. Coverage will begin upon the expiration of the Bumper to Bumper New Vehicle Limited Warranty.

6. ADDITIONAL BENEFITS

6A. ROADSIDE ASSISTANCE COVERAGE - Only available on ON NEW AND USED CORE COVERAGE PLANS AND COMPONENT WRAP COVERAGE PLANS:
We arranged with Cross Country Motor Club, Inc. ("Cross Country"), to provide roadside assistance to You as part of this Agreement. Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Cross Country 24 hours a day, 7 days a week. To request roadside assistance or for customer inquiries, call Cross Country at 1-800-241-3873. Cross Country's address is P.O. Box 9148, Medford, MA 02155. Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Cross Country or Us.

1. ROADSIDE ASSISTANCE ITEMS
ITEMS COVERED: Roadside Assistance provides coverage of up to $100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts, provided that coverage is limited to 3 "no charge" service calls during a 12 month period (an electric vehicle's main power cell batteries are not included in this coverage); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel coverage), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; and (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement. We will pay up to $200 for towing a hybrid vehicle.

ITEMS NOT COVERED: Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except for an out of fuel assistance call provided in section 6. 1(d) above), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel.

WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH:

1) Your name, address and the VIN;
2) the exact location of the Vehicle; and,
3) the nature of Your emergency.

LIMIT OF LIABILITY: If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to $100 per disablement (up to $200 for towing a hybrid vehicle) for the emergency expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Cross Country at the address shown herein.

2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT - If Your Vehicle is disabled 100 or more miles from Your residence (according to Cross Country's records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to $500 for the actual Emergency Travel Expenses You incur within the first 72 hours following the disablement, including but not limited to meals, lodging, car rental and commercial transportation to your destination (and return after repair) within the vicinity of the disablement.

3. DESTINATION ASSISTANCE - If the Vehicle is disabled because of a collision or Failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to $75.

To receive reimbursement expenses under "EMERGENCY TRAVEL EXPENSE REIMBURSEMENT" and "DESTINATION ASSISTANCE", within twenty (20) days of the disablement, You must send to Cross Country at the address referenced herein a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle's New Vehicle Limited Warranty (if the disablement is due to a Failure).

JUL-22-2011 15:46 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.25/94

6B. TOWING REIMBURSEMENT: If towing is necessary because a Failure occurs or services provided by Your coverage are required, Cross Country will pay the towing costs if the Vehicle is towed to the Selling Dealer or other Ford Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. If You select CORE Coverages the towing reimbursement is limited to $100 per incident. For hybrid vehicles, towing reimbursement is limited to $200 per incident.

6C. RENTAL CAR REIMBURSEMENT: This benefit is available only on **NEW AND USED CORE COVERAGE PLANS AND COMPONENT WRAP COVERAGE PLANS:**
You may be eligible for rental car reimbursement if: (i) the servicing or repair facility determines that the service or repair is: (a) covered under this Agreement or a New Vehicle Limited Warranty and any extended powertrain warranty or (b) the result of a Ford Motor Company manufacturer's recall, (ii) the Vehicle must be kept overnight (unless You purchased the First Day Rental Option (see the Application and Section 6D. herein)) by the repair facility because it was inoperable or would become inoperable if it was continued to be operated; and (iii) You rent the vehicle from a Ford or Lincoln Mercury dealership or other commercial agency. If You purchased First Day Rental Option, overnight retention by the repairing or servicing facility is not required. If You meet the eligibility requirements set forth in this Section 6C (i), (ii) and (iii), We will reimburse You for vehicle rental charges You actually incur up to $30 per day for Ford, Mercury and Competitive Make Vehicles and $36 per day for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first.

Rental car reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

6D. FIRST DAY RENTAL OPTION: This option is available only on **NEW AND USED CORE COVERAGE PLANS:**
If Your Vehicle is a Ford, Lincoln or Mercury Vehicle and You purchased the First Day Rental Option with Your CORE Coverages, We will reimburse You for vehicle rental charges You actually incur up to $30 per day for Ford and Mercury Vehicles and $36 per day for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first. Rental car reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service. If you purchased First Day Rental Option, overnight retention by the repairing or servicing facility is not required.

We will not reimburse You for any vehicle rental charge(s) incurred before the Signature Date of this Agreement.

6E. ENHANCED RENTAL OPTION: This option is available on all **NEW AND USED CORE COVERAGE PLANS, AND RENTALCARE COVERAGE PLANS:**
If You purchased the Enhanced Rental Option with any of the Coverages referenced above, We will reimburse You for vehicle rental charges You actually incur up to $75 per day for up to 10 days for all plans except RentalCARE and for up to 3 days on RentalCare or until the repair is complete, whichever occurs first. Enhanced Rental Option starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

We will not reimburse You for any vehicle rental charge(s) incurred before the Signature Date of this Agreement.

7. WHAT IS NOT COVERED BY THIS AGREEMENT - Unless stated otherwise, this Agreement does NOT cover:
a) Repairs covered by the Original Equipment Manufacturer, manufacturer recalls or any insurance or warranty;

b) Service adjustments and cleaning not made with a covered repair;

c) Repairs to any engine, transmission and final drive components for damages caused by an after-market turbocharger or supercharger;

d) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel and repairs caused by continued operation of the Vehicle after loss of lubricant or fluids or contamination of oil fluids and fuel;

e) Repairs caused by collisions or other physical damage to the Vehicle, unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source), damage from fire or explosions, road hazards, other casualty losses, or losses due to negligence, racing or Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or components, after the Vehicle leaves the control of the manufacturer; (any part or accessory that is not permanently affixed to the Vehicle at point of sale) (2) tampering with the Vehicle or the emissions systems and components; (3) the installation or use of any part not approved, certified or authorized by the Vehicle's manufacturer; or (4) any part designated for "off-road use only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, aftermarket wheels that do not provide equivalent fit and function as the original equipment installed by the manufacturer, roll bars, cellular phones, alarm systems, automatic starting systems and performance- enhancing powertrain components;

f) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;

g) Damage caused by theft, vandalism, terrorism, riot or acts of war;

h) Repairs caused by lack of required or recommended maintenance;

i) Scheduled Maintenance Services;

j) Repairs needed to a covered part caused by the Failure of a non-covered part;

k) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;

l) Loss of use of the Vehicle, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);

m) Mileage charges, drop-off fees, insurance, or gasoline;

n) State or local taxes for Rental Car Reimbursement Coverage, First Day Rental Option, Enhanced Rental Option or RentalCARE Coverage;

o) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;

p) Repairs to the Vehicle performed outside of the United States, District of Columbia, Guam, Puerto Rico or Canada;

q) Repairs required as a result of operation outside the United States, District of Columbia or Canada;

r) Under a Used Plan, repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of the Agreement and would have been obvious during a presale inspection;

s) Shop supplies and disposal of environmental wastes from the Vehicle;

t) A Vehicle is excluded from coverage if, (1) the New Vehicle Limited Warranty for the Vehicle or specified component parts is voided, in whole or part, (2) the Vehicle is a Branded, Totaled or Salvaged Vehicle, or (3) if We cannot determine the VIN.

u) The following are not covered by this Agreement: Taxis, limousine/livery vehicles used for competitive driving/racing/off-road use, all performance modified vehicles, 4X2-equipped vehicles modified with 4X4 AWD capabilities and electric vehicles. Additional exclusions for New and Used Core Plans include all vehicles built with the first three VIN positions of 1FC, 1FD, 1FE, 1MH, 2FD, 2L1, 2LJ, 2MH, 3FD and 3FR. Additional exclusions for Used Core plans include all police, fire, shuttles, and tow trucks. Additional exclusions for competitive make vehicles (non-Ford, Lincoln, and Mercury) include police, fire, ambulance, tow truck, shuttle, rental vehicles, incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis), and all vehicles equipped with snow plows. Additional exclusions for Police plans include all Competitive Make vehicles. Additional exclusions for Incomplete Vehicle plans include all Competitive Make vehicles; all Ford vehicles higher than a F-750 on BasicCARE and PowertrainCARE plans, all Ford F-650 vehicles and higher on ExtraCARE and PremiumCARE plans, all E-series vehicles with body codes E14, E24, E31, E34, S31, S34 and S24, and all Low Cab Forward vehicles.

v) Service adjustments and cleaning, batteries of all types and cables, belts and hoses, brakes (front hub, drums, shoes, linings, disc rotors, pads), coolant, exhaust system (includes catalytic converter), filters, fluids, lubricants, lights (bulbs, sealed beam, lenses), spark plug wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, compressed natural gas/liquid propane fuel system conversion components, LED lights, manual clutch disc, shock absorbers, spark plugs and wiper blades.

w) Service adjustments (glass and body parts), bright metal bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheels, wheel studs, wheel covers and ornaments, convertible top, fabric, liners, zippers, fasteners, buttons, carpets, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim and upholstery.

x) Costs or expenses for the teardown, inspection or diagnosis of Failures not covered by this Agreement.

8. REPAIR INFORMATION

8A. WHERE TO GO FOR REPAIRS: Unless You need an Emergency Repair or Service, We recommend that You return to the Selling Dealer to obtain repairs or service to Your Vehicle. However, You may obtain repairs or service to the Vehicle under this Agreement from any Ford or Lincoln Mercury franchised dealership in the United States or Canada. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford or Mercury dealership. If the Vehicle is a Lincoln, call 800-521-4144 to find the nearest Lincoln dealership. Call 800-521-4140 to determine if repairs or services Your Competitive Make Vehicle are covered by this Agreement.

If the Vehicle should need Emergency Service or Repair and the Vehicle inoperable, You may use other repair or service facilities if all local Ford Lincoln Mercury dealerships within a 25 mile radius are closed.

REPAIRS & MAINTENANCE SERVICES ARE MADE WITH HORIZED NEW OR REMANUFACTURED PARTS: All repairs covered maintenance services will be made with Ford nufactured new or remanufactured parts or other new or nufactured parts that We authorize.

OSS LIMITS:
will pay up to the Retail Value of the Vehicle for all service contract ns for CORE Coverages and Component Wrap Coverages for each ble Repair Visit.

OUR RESPONSIBILITIES FOR CARE OF THE VEHICLE: To obtain rage under this Agreement, You must: (i) properly operate the Vehicle (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled tenance Services includes maintenance records that show mileage, date ntenance service, VIN and the maintenance that was performed.

duled Maintenance Service requires periodic service checks based on ge intervals and the make and model of Your vehicle. Please review the er's Guide for Your Scheduled Maintenance Service requirements that rovided to You at the time of vehicle purchase. If You perform Your own duled maintenance services, You must maintain a log including date, ge and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

NELIGIBLE OR EXCESS COVERAGE: If You were charged for coverfor which Your Vehicle is ineligible or coverage in excess of the maximum ed under this Agreement, We will refund the excess charge. If You ced Your Agreement We will send the refund to Your lender with ructions to credit Your loan. You will be notified of the refund and the ination of any ineligible or excess coverage.

CONTRACT MODIFICATIONS & CHANGES: Provided Your coverage r this Agreement has not expired or been otherwise limited, it may be fied or changed by You, as shown below:

I CORE COVERAGE PLANS:

all Ford, Lincoln or Mercury vehicles, You may change Your coverage r this Agreement:

fore the expiration of the New Vehicle Limited Warranty Start Date; or

thin the first 90 days from the Signature Date, whichever date (i) or (ii) is

all Competitive Make Vehicles, You may change Your coverage under this ement:

efore the expiration of the first 3 years from the Warranty Start Date or n the first 36,000 miles from Zero Miles; whichever occurs first; or

within the first 90 days from the Signature Date, whichever date in (iii) or s later.

New Core Coverage Plans and Component Wrap Coverage Plans, We will ge a fee for changes to coverage that are made after 12 months after the anty Start Date or 12,000 miles from Zero Miles, whichever occurs first.

D CORE COVERAGE PLANS:
may change Your coverage under this Agreement within the first 90 days the Signature Date.

. TRANSFERABILITY: You may transfer the remaining coverage of the cle under this Agreement, if You pay Us a $40 transfer fee and if You or if transferee of this Agreement initiates the transfer process and provides ollowing items to any Ford or Lincoln Mercury Dealer or Us at P.O. Box , Dearborn, Michigan 48121 within 60 days of the vehicle sale:

letter, signed by You, transferring this Agreement to the transferee;

statement of the mileage on the Vehicle at the time of transfer; and

he name and address of the transferee;

may not transfer coverage if the Vehicle becomes a Branded Vehicle repossessed. Transferred Agreements may not be cancelled.

CANCELLATION AND REFUND

YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A UND:

e or the Selling Dealer receive a written cancellation request, including a of Your Application, proof of payment and statement of the odometer ng, on or before the 60th day from the Signature Date, We will cancel Agreement and refund the purchase price You paid less any claims paid r this Agreement.

e or the Selling Dealer receive a written cancellation request, including a of Your Application, proof of payment and statement of the odometer ing, after the 60th day from the Signature Date, You will receive a refund al to 100% of the gross unearned pro-rata purchase price.

If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name.

You may not cancel the options You purchased without canceling the entire Agreement and We will not charge You a cancellation processing fee. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:

We may cancel this Agreement within 60 days from this Agreement's Signature Date for any reason.

After 60 days from this Agreement's Signature Date, We may cancel this Agreement only for the following reasons:

a) If You failed to pay the purchase price for this Agreement (in which case We must provide you notice of cancellation by certified mail);

b) If You materially misrepresented any fact or circumstance to Us at the time of sale of this Agreement;

c) If You substantially breached Your duties under this Agreement to maintain or use the Vehicle as prescribed by the Manufacturer;

d) Your failure to repair a tampered or disabled odometer on the Vehicle.

If We cancel this Agreement, We will make a refund of not less than one hundred percent (100%) of the unearned gross amount that You paid for this Agreement (equally pro rated basis) and We will not charge You a cancellation processing fee.

13. DISPUTE RESOLUTION & ARBITRATION - If the parties fail to agree on any matter concerning this Agreement, the Application or the solicitation or sale of the service contract and related coverages under this Agreement or You allege damages under this Agreement or Chapter 634 of the Florida Statutes, then the matter shall be submitted to arbitration upon the written demand of either party. The parties may contact the National Arbitration Forum at 1-800-474-2371 or www.arb-forum.com to begin arbitration. The arbitrator's decisions shall be non- binding on You and Us, unless both parties mutually agree to accept the arbitrators' decision as final. No suit shall be commenced in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to this Section 13. Each claim must be arbitrated individually. You may obtain the National Arbitration Forum rules (the "Rules") from the National Arbitration Forum. If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

We will pay Your reasonable arbitration fees and expenses that are in excess of $125. You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the filing fee.

This Agreement is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and the arbitration decision shall be in writing with a supporting opinion.

The provisions referenced below replace **SECTION 12** of this Agreement entitled **FLORIDA SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS, ESP-8240-FL-Apps/Provs (Nov 08).**

12. CANCELLATION AND REFUND

YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If We or the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 60th day from the Signature Date, We will cancel this Agreement and refund the purchase price You paid less any claims paid under this Agreement.

If We or the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 60th day following the Signature Date, You will receive a refund equal to 100% of the gross unearned pro-rate purchase price.

You may not cancel the options You purchased without canceling the entire Agreement and We will not charge You a cancellation processing fee. If this Agreement expires upon the time and mileage limitations, You are not entitled to a refund.

(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement within 60 days from the Agreement's Signature Date for any reason

After 60 days from this Agreement's Signature Date, We may cancel this Agreement only for the following reasons:

a) If You failed to pay the purchase price for the Agreement (in which case We must provide you notice of cancellation by certified mail);
b) If You materially misrepresented any fact or circumstance to Us at the time of sale of this Agreement;
c) If You substantially breached Your duties to maintain or use the Vehicle as prescribed by the manufacturer;
d) Your failure to repair a tampered or disabled odometer on the Vehicle;

If We cancel this Agreement, We will make a refund of not less than one hundred percent (100%) of the unearned gross amount that You paid for this Agreement (equally pro-rated basis) and We will not charge You a cancellation processing fee.

AutoNation
ValueCare

STORE# 860
FORM# 4016

DEAL# 64891
STK# AEA04690
CUST# 3988524

VALUE CARE PROGRAM (VCP)

Agreement Date 01/30/2010

Registration Number C0270259

1. Vehicle Interval and VCP Agreement Charge (see reverse)

STANDARD VCP

3,000 Miles	5,000 Miles	7,500 Miles
$ n.a.	$ n.a.	$ n.a.

This Agreement begins on the Agreement Date (see above) and shall end: ____ months from the Agreement Date or when... / ____ additional miles are registered on the odometer, whichever occurs first.

VCP PLUS (For Diesels, Luxury, Synthetic Oil Vehicles)

3,000 Miles	5,000 Miles	7,500 Miles
$ n.a.	$ 825.00	$ n.a.

This Agreement begins on the Agreement Date (see above) and shall end: 60 months from the Agreement Date or when... / 60000 additional miles are registered on the odometer, whichever occurs first.

2. Covered Vehicle Information

Year	Make	Model
2010	FORD	F250
Vehicle Code	**Vehicle Class**	**Current Odometer**
		34
	Stock Number	Diesel ☐ 4WD/AWD ☐ Turbo/Super Charged ☐
	AEA04690	

VIN 1FTSW2BRXAE[redacted] Original Vehicle In Service Date 01/30/2010

3. Dealer Information

Dealer Name	Dealer Number	Phone	
MIKE SHAD FORD AT THE AVENUES	N0691156	904-292-3325	
Address	**City**	**State**	**Zip**
10720 PHILIPS HIGHWAY	JACKSONVILLE	FL	32256

4. Customer Information

Customer [redacted]		Home Ph [redacted]	
Addr [redacted]		Work Ph [redacted]	
City JACKSONVILLE	State FL	[redacted]	E-mail [redacted]

5. Lienholder/Lessor Information

I THE UNDERSIGNED HOLDER OF THIS AGREEMENT HEREBY AUTHORIZE THE FOLLOWING LIENHOLDER/LESSOR (IF APPLICABLE): 1. TO RECEIVE ANY REFUND FOR CREDIT TO MY ACCOUNT IN THE EVENT THIS AGREEMENT IS CANCELED; AND 2. TO CANCEL THIS AGREEMENT IN THE EVENT I DEFAULT IN MY OBLIGATION TO SUCH LIENHOLDER/LESSOR.

Name	Address

6. Signature

The purchase of this ValueCare Program is not required to obtain financing or to purchase or lease this vehicle. This Registration

[redacted] Dealer's Representative

Administered by:
CONSUMER PROGRAM ADMINISTRATORS, INC.
175 West Jackson Blvd.
Chicago, IL 60604
Toll Free: (800) 594-8424

ANF1172ANLR1007 ANF1172ANL (R 10/07)

THE VALUECARE PROGRAM (VCP) AGREEMENT

I. AGREEMENT

This describes the MAINTENANCE SERVICES You will have under YOUR ValueCare Program (VCP) AGREEMENT (hereafter referred to as "AGREEMENT"). IN return for payment by You of the AGREEMENT Charge and subject to all terms of this AGREEMENT, WE agree with You as follows:

II. KEY TERMS

When Used in the AGREEMENT, Key Terms will appear in Bold, SMALL CAPS.

"VEHICLE"	The covered car or truck shown in the "Covered Vehicle Information" section of the REGISTRATION FORM.
"YOU" And "YOUR"	The purchaser of this AGREEMENT named in the "Customer Information" section of the REGISTRATION FORM.
"WE", "US", And "OUR"	Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 1-800-594-8424.
"ADMINISTRATOR"	Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 1-800-594-8424.
"REGISTRATION FORM"	The form attached hereto, bearing the heading "REGISTRATION FORM" and signed by You.
"AGREEMENT DATE"	The date You purchased this AGREEMENT as shown on the REGISTRATION FORM.
"MAINTENANCE SERVICES"	Oil changes, oil filters, fluid top-offs, tire rotations (every other visit, beginning with the second visit) and visual inspections.

III. GUIDELINES

MAINTENANCE SERVICES will be provided according to the term/mileage and service interval selected by You as noted on the REGISTRATION FORM.
MAINTENANCE SERVICES must be performed at the issuing dealer shown in the Dealer Information section of the REGISTRATION FORM or an AutoNation Network* dealer.
MAINTENANCE SERVICES are available only to You and only for the VEHICLE listed in the Covered Vehicle Information section of the REGISTRATION FORM.
MAINTENANCE SERVICES will be provided to YOUR VEHICLE at the mileage interval and for the number of years selected and paid for by You as indicated on the REGISTRATION FORM.

IV. WHAT'S NOT COVERED

- Any MAINTENANCE SERVICES not performed by the issuing dealer or an AutoNation Network* dealer.
- Any additional costs for maintenance work not specifically covered by this AGREEMENT.
- Any mechanical breakdown or failure of YOUR VEHICLE.
- Any additional maintenance work that may be required or suggested by the manufacturer, issuing dealer, or an AutoNation Network* dealer.
- Any maintenance work required due to the continued operation and failure to protect YOUR VEHICLE from further damage caused by lack of necessary coolant and lubricants.
- Any synthetic or blended oils or lubricants (unless VCP Plus section is completed).

V. CANCELLATION OF YOUR VALUECARE PROGRAM AGREEMENT

You may cancel this AGREEMENT at any time. To cancel, You must mail this AGREEMENT or provide written notice to US. If YOU cancel this AGREEMENT within sixty (60) days from the AGREEMENT DATE and have not redeemed any MAINTENANCE SERVICES, a 100% refund of the AGREEMENT Charge will be made less a $50 administration fee. If You cancel after sixty (60) days or after redeeming any MAINTENANCE SERVICES, a pro-rata refund will be made based upon the greater of the time or mileage used less a $50 administration fee.

If WE cancel this AGREEMENT, WE will mail You written notice sixty (60) days prior to cancellation. WE may cancel this AGREEMENT for any reason within sixty (60) days from the AGREEMENT DATE and thereafter: if there has been a material misrepresentation or fraud when redeeming MAINTENANCE SERVICES under this AGREEMENT; if the odometer has been tampered with or disabled and You have failed to repair it or if You do not pay the AGREEMENT Charge. If WE cancel this AGREEMENT within sixty (60) days of the AGREEMENT DATE and You have not redeemed any MAINTENANCE SERVICES, You will receive a 100% refund of the AGREEMENT Charge. If WE cancel after sixty (60) days or anytime after You have redeemed MAINTENANCE SERVICES, a pro-rata refund will be made based upon the greater percentage of time or mileage used, compared to the total time and mileage for which YOUR VEHICLE was to be covered by the AGREEMENT.

All refunds will be paid to You or the lienholder if applicable. If this AGREEMENT is financed, and YOUR VEHICLE is a total loss or is repossessed, You authorize YOUR lienholder (shown in the Lienholder Information section of the REGISTRATION FORM) to cancel this AGREEMENT and receive the refund.

VI. TRANSFER OF YOUR AGREEMENT

YOUR rights and duties under this AGREEMENT may only be transferred to a subsequent purchaser (excluding dealer trade-in) directly by You, within thirty (30) days from the date of sale to the subsequent owner and upon payment to US of a $50 transfer fee. In the event of YOUR death, the benefits of this AGREEMENT will be available to YOUR spouse or legal representative

All ValueCare Program inquiries should be directed to the issuing dealer.

STORE# 860 FORM# 4014 DEAL# 64891 STK# AEA04690 CUST# 3988524

REGISTRATION CODE _____

AutoNation

110624051000218

[redacted]

REGISTERED CUSTOMER INFORMATION

Last Name [redacted] First Name

Street [redacted]

City JACKSONVILLE State FL

Home Telephone No. [redacted]

COVERED VEHICLE INFORMATION

Year 2010 Make FORD Model F250

Vehicle Identification Number 1FTSW2BRXAE[redacted] [X] NEW [redacted]D Odometer Reading 34

Cash Price or Agreed Upon Value $ 55,417.01

Theft Protection Program Selling Price $ 249.00

DEALER INFORMATION

Dealer Name MIKE SHAD FORD AT THE AVENUES Dealer No. N0691156

Street Address 10720 PHILIPS HIGHWAY

City JACKSONVILLE State FL Zip 32256

Registered Customer, whose signature appears below, acknowledges that the information contained above is true and accurate. Registered Customer has read and [redacted] that this is not an insurance policy.

[redacted] Date 01/30/2010

X _____ Date 01/30/2010

THE PURCHASE OF THE THEFT PROTECTION PROGRAM IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.

LIMITED WARRANTY

In the event the Theft Protection System installed on the Vehicle specified in this Warranty fails to prevent the Vehicle from being stolen and such failure results in Total Loss as defined herein, Safe-Guard Warranty Corporation hereby warrants to pay $2,500 directly to the Customer.

Guarantee Term: ☐ 2 years ☐ 3 years ☐ 4 years ☒ 5 years

IF NO GUARANTEE TERM IS SELECTED ABOVE, THE COVERED VEHICLE WILL BE ENROLLED FOR THE MAXIMUM GUARANTEE TERM.

TERMS AND CONDITIONS ON REVERSE SIDE.

Vehicle Service Agreement Company

SAFE-GUARD WARRANTY CORPORATION

9500 Piedmont Rd. NE, Suite 400, Atlanta, GA 30305 • 866-279-5263 • Florida License Number 06-200588038

AN1P25-FL
LZX 13467

Registered Customer

Rev 9/07

THEFT PROTECTION PROGRAM
LIMITED GUARANTEE AGREEMENT TERMS AND CONDITIONS

1. Definitions

a. **Agreement** shall mean this Theft Protection Program Limited Guarantee Agreement.
b. **Theft Protection Program** shall mean the Theft Deterrent System installed on the Covered Vehicle and the Limited Guarantee as each are described on the reverse side of this Agreement.
c. **Actual Cash Value** will be determined using the then current region specific NADA Official Used Car Guide with appropriate adjustments for mileage or optional equipment.
d. **Total Loss** means the Customer's primary insurance company has declared the Vehicle a total loss as a direct result of theft.

2. Benefit Description

The benefits provided under this Warranty represent vehicle protection expenses which may not duplicate any benefits paid or payable under your primary motor vehicle insurance coverage and which are intended to provide all benefits allowed by applicable law, subject to the terms of this Warranty.

3. Guarantee

a. The maximum term of the Agreement is 5 years.
b. The Agreement commences on the date shown on the reverse side.
c. The Covered Vehicle will be deemed to be unrecovered when the Registered Customer's physical damage insurance company issues full and final theft settlement payment to the Registered Customer.

4. Transfer Procedure

The Registered Customer may transfer this Agreement at the time of a Covered Vehicle's resale, upon payment of a $25 transfer fee to Safe-Guard Warranty Corporation within 30 days of the Covered Vehicle's resale date. Copies of the new registered title and bill of sale must also be included with transfer request.

5. Guarantee Limitation

a. No coverage is provided for losses resulting from fraudulent or illegal acts of the Registered Customer, whether acting alone or in collusion with others.
b. Claims must be filed within 90 days of insurance settlement date or the claim may be void.
c. No coverage is provided for claims if the registered vehicle was left unlocked or if the keys were left in the vehicle. No coverage is provided for theft by family members of the Registered Customer or any other persons who have access to the keys of the Registered Vehicle
d. No coverage is provided for loss or damage which occurs outside the United States, its territories or Canada.

6. Claims Procedures

In the event of a claim, the Registered Customer must provide all of the following documentation to Claims Department, 866-279-5283, before any Limited Guarantee payment can be processed:

a. Copy of Registered Customer's insurance company's **settlement check;**
b. Copy of Registered Customer's insurance company's **proof of loss**, showing the date of loss, specific cause of loss and gross settlement figure;
c. Copy of this **Agreement;**
d. Copy of **police report;**
e. Lease or Loan Agreement for the Replacement Vehicle, where applicable; and
f. Any other documents reasonably requested by the administrator.

The service contract holder may not make any claim against the Florida Insurance Guarantee Association for vehicle protection expenses.

7. Automobile Physical Damage Insurance

The Customer must purchase and maintain for the full term of this coverage and Warranty, automobile physical damage theft insurance on the Vehicle for limits at least equal to the Actual Cash Value of the Vehicle. Failure to do so may void this Warranty.

8 General

All documents must be completely legible, otherwise the Guarantee Benefit will be suspended until legible copies can be obtained.

9. Cancellation

This Agreement may be cancelled by the Registered Customer at any time. If cancelled during the first 60 days, you will be refunded 100% of the total premium paid, less any claims. After the first 60 days, you will be refunded 100% of the unearned premium paid, less a fee of 10% of the refund amount or $50, whichever fee is less. The unearned premium will be prorated based on the lesser of months or mileage remaining (if applicable), relative to the original agreement. Guarantor may cancel this Agreement due to (1) non-payment of the Theft Protection Program Selling Price, (2) fraud or material misrepresentation by you, or a substantial breach of duties by you relating to this Guarantee Agreement. In the event of such cancellation, you will receive a refund equal to 100% of the unearned pro-rata purchase price paid. The lienholder will be named on the check when financing has been provided for the Agreement's premium. In the event of repossession or total loss, the lienholder may request cancellation of this Agreement and shall be the sole named payee.

10. Insurance

Our obligations under this Warranty are insured under a reimbursement insurance policy issued by Great American Insurance Company, Premier Lease & Loan Services Division, 49 East Fourth Street, Suite 800, Cincinnati, OH 45202, (800) 280-0962. The Customer may apply for reimbursement directly with Great American Insurance Company if the claim remains unpaid after 60 days after all proof of loss documentation has been submitted.

STORE# 860 FORM# 4013 DEAL# 64891 STK# AEA04690 CUST# 3988524

AGREEMENT NUMBER:
110624042000139

AutoNation

FLORIDA STANDARD [redacted]

REGISTERED CUSTOMER INFORMATION

Last Name [redacted] First Name [redacted] Middle Initial [redacted]

Street Address [redacted]

City JACKSONVILLE State FL Zip 32219

Home Telephone No. [redacted] Business Telephone No. [redacted] E-mail Address [redacted]

COVERED VEHICLE INFORMATION

Year 2010 Make FORD Model F250

V.I.N 1FTSW2BRXAE[redacted] ☒ NEW ☐ USED Odometer Reading 34

Purchase Price or Agreed Upon Value $ 55,417.01

Program Selling Price $ 429.00

DEALER INFORMATION

Dealer Name MIKE SHAD FORD AT THE AVENUES Dealer No. N0691156

Street Address 10720 PHILIPS HIGHWAY

City JACKSONVILLE State FL Zip 32256

REGISTERED CUSTOMER, whose signature appears below, acknowledges that the information contained above is true and accurate. REGISTERED CUSTOMER has read [redacted] this is not an insurance policy.

Regis[redacted] Date 01/30/2010

Deal[redacted] Date 01/30/2010

THE PURCHASE OF TIRE & WHEEL PROTECTION IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.

FLORIDA STANDARD TIRE & WHEEL PROTECTION COVERAGE TERM

Please check (✓) one box only. ☐ 1 YEAR ☐ 2 YEARS ☐ 3 YEARS ☐ 4 YEARS ☒ 5 YEARS

IF NO BOX IS CHECKED (✓), MAXIMUM TERM WILL APPLY.

FOR TIRE & WHEEL PROTECTION CALL TOLL-FREE 866-279-5263.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

INSURANCE ADMINISTRATION
This Plan is insured for its liability under a Service Contract Reimbursement Insurance Policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206.

TERMS AND CONDITIONS
This warranty is between the AGREEMENT Holder (YOU) and Safe-Guard Warranty Corporation. It provides for the repair or replacement of the listed VEHICLE's tires which, during the term of this AGREEMENT, become unserviceable because of a puncture caused by a road hazard. A road hazard is a condition on a public roadway which should not exist there, such as potholes, nails, glass, etc.

COVERAGE PERIOD
The term of this AGREEMENT is continuous from the date of sale for a period of time as indicated above, not to exceed 5 years.

Vehicle Service Agreement Company

SAFE-GUARD WARRANTY CORPORATION

3500 Piedmont Rd. NE, Suite 400, Atlanta, GA 30305 • 866-279-5263 • Florida License Number 60126

ANTWST-FL
TX 10135

Registered Customer

Rev 5/09

FLORIDA: STANDARD TIRE & WHEEL PROTECTION PROGRAM LIMITED AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES

TIRE & WHEEL PROTECTION COVERAGES

- Repair or replacement of flat tire if repair is not possible, or wheel if damaged to the extent it fails to seal with the tire.
- Coverage of all costs associated with the repair or replacement of tires and/or wheels plus labor charges including mounting, balancing, valve stems, taxes and towing. Towing is a reimbursement benefit limited to $100.

DEFINITIONS

AGREEMENT: means this Standard Tire & Wheel Protection AGREEMENT.
VEHICLE: means the VEHICLE covered by this AGREEMENT.
WE, US, OR OUR: means Safe-Guard Warranty Corporation, the obligor under this AGREEMENT.
YOU, YOUR: means the purchaser of this AGREEMENT.

LIMITED AGREEMENT PROCEDURES

Call 866-279-5263 Monday through Friday, 8:30 am–7:00 pm EST, and Saturday, 9:00 am–4:00 pm EST, to obtain authorization for repair/replacement service. In the event a repair must be made after hours, follow phone instructions prior to repair.
Obligor: Safe-Guard Warranty Corporation
3500 Piedmont Rd. NE, Suite 400, Atlanta, GA 30305 • 866-279-5263.
Tire Eligibility: VEHICLE's tires with a minimum of 3/32" tread depth and manufacturer defect-free tires.
Owner Responsibilities: Maintain air pressure at VEHICLE/tire manufacturer recommendations. Check tires monthly for tread depth less than 3/32", improper wear and dry rot. Replace any tire with any of these conditions. Replacement tires will be covered for the remainder of this AGREEMENT.
Transfer Procedure: The REGISTERED CUSTOMER may transfer this coverage at the time of a covered VEHICLE's resale, upon payment of a $25 transfer fee to Safe-Guard Warranty Corporation within 30 days of the Covered VEHICLE's resale date. Copies of the new registered title and bill of sale must also be included with the transfer request.
Claim Procedure: Call 866-279-5263 for claim authorization. The Obligor has the right to inspect any tire/wheel prior to paying any claim benefit. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit available for reimbursement. This is a reimbursement benefit, claimants must submit a copy of the Tire & Wheel Protection AGREEMENT, authorization number, and actual work order receipts indicating repair/replacement and tread depth to Safe-Guard Warranty Corporation at the address above. Obligor reserves the right to cancel AGREEMENT or deny claims at any time due to misuse or fraud.
Non-Covered Expenses: Any and all fines, Snow tire or chain mounting or removal, Towing by unlicensed service stations or garages, Second tows, VEHICLE storage charges, Service on VEHICLES in unsafe condition for service or towing, No reimbursement is provided on service or towing on roads not regularly maintained (i.e. construction areas designated as not passable, sand beaches, open fields, forests, etc.).
The following models are excluded and not covered under the AutoNation Florida Tire & Wheel Protection Program: Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maserati, Maybach, McLaren and Rolls-Royce.

LIMITED AGREEMENT EXCLUSIONS

Tire or wheel failure outside the continental United States or Canada. Any VEHICLE involved in an accident. Tires with less than 3/32" tread depth, damage due to curb impact, damage due to operator error, dry rot or manufacturer's defects. Recapped tires. Racing tires. Acts of God, vandalism, floods or fires. Driving on roads not regularly maintained. Commercial vehicles. Obligor will not accept paid bills for reimbursement without an authorization number.

CANCELLATION BY THE CUSTOMER

If YOU cancel this AGREEMENT within 60 days of the AGREEMENT EFFECTIVE DATE, a refund of 100% of the Agreement Selling Price will be made less any claims paid. If YOU cancel this AGREEMENT after 60 days from the AGREEMENT EFFECTIVE DATE, a refund of the greater of a) 100% of the unearned portion of the Agreement Selling Price less $50 or b) 90% of the unearned portion of the Agreement Selling Price will be made. All refunds will be paid to the Lien Holder if any, otherwise to YOU.

CANCELLATION BY THE OBLIGOR AND/OR LIENHOLDER

WE may cancel this AGREEMENT: 1) If there has been a material misrepresentation or fraud at the time of sale of the AGREEMENT; 2) For nonpayment of the Program Selling Price by YOU, in which case WE shall provide YOU notice of cancellation by certified mail. The refund will be based upon the months remaining relative to the original AGREEMENT and figured on a 100% pro-rata basis. The lienholder will be named on the check when financing had been provided for the AGREEMENT's premium. In the event of repossession or total loss, the lienholder may request cancellation of this AGREEMENT and shall be the sole named payee.

PERMA PLATE®

G3AC 603144

STORE# 860
FORM# 4010

DEAL# 64891
STK# AEA04690
CUST# 3988524

WARRANTY REGISTRATION FORM

NAME [redacted] E-MAIL
ADDRESS [redacted]
CITY / STATE / ZIP JACKSONVILLE FL [redacted]
HOME / WORK / CELL PHONE [redacted] [redacted]
NAME OF SELLING DEALER MIKE SHAD FORD AT THE AVENUES
DEALER'S ADDRESS 10720 PHILIPS HIGHWAY JACKSONVILLE FL 32256
DEALER AUTHORIZED SIGNATURE
VEHICLE MAKE / MODEL / YEAR FORD F250 2010
ODOMETER (MILEAGE) 34 [X] NEW [ ] USED [ ] DEMO
APP PURCHASE PRICE $399.00
VEHICLE PURCHASE DATE 01/30/2010
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTSW2BRXAE[redacted]

PURCHASER'S SIGNATURE [redacted]

WARRANTY REGISTRATION: In order for this Warranty to be valid, the white copy of this Warranty registration form must be completed and mailed to Siskin Enterprises, Inc. within thirty (30) days from the latter of: the date of purchase of the vehicle or the date of product application. This Warranty applies only to the PermaPlate products that have been applied to the vehicle at the time of Warranty registration. Siskin Enterprises, Inc. assumes no liability for the failure of the dealer to submit this Warranty Registration Form on behalf of the vehicle owner. To verify that the Warranty Registration Form has been submitted and accepted, vehicle owner may contact Siskin Enterprises, Inc. at the telephone number and mailing address listed below or at www.permaplate.com.

SPECIFIC WARRANTY COVERAGE FOR EACH PRODUCT IS SET FORTH ON THE REVERSE SIDE

COVERAGE AND TERM SELECTION

APPEARANCE PROTECTION PROGRAM (APP)

Paintguard®, Fiberguard® and Leatherguard®

[X] 5 -Year (New / Previously Owned / Demo) [ ] 7 -Year (New only)

RIGHT TO TRANSFER: The above Warranty holder shall have the right to transfer this Warranty to the next owner of this vehicle free of charge. To complete such transfer, Siskin Enterprises, Inc. must be notified of the change in ownership within thirty (30) days from the date of transfer to such first subsequent owner.

Siskin Enterprises, Inc.
P.O. Box 58, Salt Lake City, Utah 84110
Call Toll Free (800) 453-8470; or E-mail:customerservice@permaplate.com

CUSTOMER COPY

PERMAPLATE LIMITED WARRANTY

Warranty: Siskin Enterprises, Inc. ("Siskin") hereby guarantees to the vehicle owner that such vehicle treated with PermaPlate products will not sustain damage as described below. This guarantee is effective for the duration of Warranty as per the Term selected on the reverse side of this certificate. This warranty applies only to areas of the vehicle where proper application has been completed and does not cover damage existing prior to product application. **This Limited Warranty is subject to all terms and conditions as set forth on both sides of this document.**

APPEARANCE PROTECTION PROGRAM (APP)

PermaPlate Paintguard®: Guarantees that the treated exterior painted body panels will not be damaged by weather induced fading, oxidation, loss of gloss or surface rust, or become permanently stained by bird droppings, insects, water spotting, tree sap, acid rain or industrial fallout. Such condition(s) will be repaired free of charge. Siskin reserves the right to attempt to repair any damage through surface reconditioning (professional cleaning and/or detailing) prior to repainting any surface.
PermaPlate Fiberguard®: Guarantees that the treated interior cloth upholstery, carpet and fabric door panel inserts of the vehicle will remain free of permanent stains from the date of application. Should permanent staining occur to the interior fabric of the vehicle, the stained area will be replaced free of charge. Siskin reserves the right to attempt to remove any stain through professional cleaning prior to replacing any surface.
PermaPlate Leatherguard®: Guarantees that the vehicle's treated interior leather and vinyl will not be damaged by fading, staining or cracking. Should such damage occur, Siskin will repair such condition free of charge. Siskin reserves the right to attempt to correct any damage through professional reconditioning prior to replacing any surface. Damage due to rips, tears or burns is limited to the cost of reconditioning rather than replacement.

Definitions: **New Vehicle** coverage applies to previously untitled new vehicles, current model year (previous model year through June 30th). **Demo** coverage applies to previous model year, otherwise new vehicles and current model year Factory Program Cars and Demonstrators with less than 20,000 miles on the odometer at the time of application. **Previously Owned Vehicle** coverage applies to prior model year or previously titled vehicles not exceeding 100,000 miles on the odometer at the time of product application except when customer opts to renew original warranty under "Right to Renew". Repairs of damage to **Previously Owned Vehicles** are limited to the cost of professional reconditioning.

Right to Renew: At the end of the warranty term, the original vehicle owner may elect to renew warranty coverage by having the PermaPlate products professionally reapplied to the vehicle within thirty (30) days of expiration of warranty coverage. Another warranty must be issued from an authorized PermaPlate dealer and the registration form must be forwarded to PermaPlate to activate the extended warranty

Vehicle Owner Requirements: Vehicle owner is required to keep the interior and exterior surfaces clean, use touch up paint on chips and/or scratches as well as inspect for other damages as would be covered under this Limited Warranty. Recommended maintenance procedures for interior and exterior care can be found in the vehicle owner's manual, PermaPlate Care and Maintenance Tips Brochure, or posted at www.permaplate.com. **SISKIN IS NOT OBLIGATED OR RESPONSIBLE FOR GENERAL CLEANING.**

Limitations of Coverage: This Warranty does not apply to surfaces that are not treatable (non-glossy paints, colored plastic exterior trim, headliners, seat belts, suede leather, steering wheels, or other materials / surfaces as determined by the design of the vehicle). This Warranty does not cover: damage resulting from failure to follow the prescribed maintenance procedures; surface rust occurring to the panels facing inward on the vehicle (i.e. the tailgate or panels in a truck bed facing the inside of the bed, door jambs, inner panels of doors, hood or trunk), damage caused by vandalism, collision, fire or other natural casualties or due to the repair of such damage and damage as a direct result of commercial use. This warranty does not apply to damage occurring outside of the United States, Canada, and Puerto Rico. This Warranty further excludes damage caused by neglect, abuse or chips, scratches or similar damage; manufacturers defects (any damage as a result of the defective design, workmanship or materials as determined by independent inspection or factory bulletins); damage resulting from modifications or alterations of the factory's original finishes or additions made to the vehicle after leaving the factory. Also excluded from coverage is damage to interior fabric, leather or vinyl caused by bleach, acid or other caustic or corrosive substances; surface wear or natural creases in leather and vinyl seats; or damage resulting from poor adhesion to the surface to which leather or vinyl has been attached.

Repair Obligations: If warranty covered damage has occurred, Siskin will pay only for the repair of the damaged portion of the vehicle. Siskin reserves the right to inspect for liability or may request estimates for repair and/or photographs of the damage to determine the validity of the claim. Siskin has sole discretion in determining and implementing repair procedures. Such repairs will be performed with reasonable promptness and with quality workmanship. Siskin has no obligation for reimbursement of transportation or inconvenience costs during time of repair. Siskin's obligation for APP shall be limited to one repainting or replacement per affected area. Siskin's liability is limited to the lesser of the cost of repair or the trade-in value of the vehicle as determined by NADA, National Auto Dealers Association, under New or Demo Vehicle coverage or the cost of professional reconditioning for a Previously Owned Vehicle.

Claim Procedure: To be valid, a claim must be filed during the Warranty Term Selected and may only be paid on a properly registered and, if applicable, properly transferred Warranty. In order to reasonably minimize further damage which might occur, a claim also must be filed within thirty (30) days from the earlier of either the appearance of damage covered by this Warranty or the time when damage could have been discovered upon reasonable observation or inspection by contacting Siskin at the telephone number, address or web site listed below. **FAILURE TO DILIGENTLY PURSUE A CLAIM WITHIN SIXTY (60) DAYS FROM THE ONSET OF DAMAGE VOIDS THE WARRANTY PERTAINING TO SUCH DAMAGE. ANY REPAIR UNDERTAKEN WITHOUT EXPRESS, WRITTEN AUTHORIZATION FROM SISKIN WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.**

SISKIN ENTERPRISES, INC. IS THE PROVIDER OF THIS PROTECTION PRODUCT GUARANTEE. TERMS AND CONDITIONS ARE AS STATED ABOVE AND CANNOT BE ALTERED. The PermaPlate products are permanently applied to the covered vehicle; therefore this protection product guarantee is NON-CANCELABLE and NON-REFUNDABLE. This protection product guarantee specifically excludes Siskin from liability for incidental or consequential damages caused by use of these products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under this protection product guarantee except for those specifically described herein. This protection product guarantee gives you specific legal rights and you may also have other rights which vary from state to state. Obligations of the protection product guarantee provider under this protection product guarantee are insured under a reimbursement policy. Vehicle owner may apply directly to Great American Insurance Company, 49 East 4th Street, Suite 800, Cincinnati, Ohio 45202 for benefits afforded under this protection product guarantee

Siskin Enterprises, Inc.
P.O. Box 58, Salt Lake City, Utah 84110
Call Toll Free (800) 453-8470; or E-mail:customerservice@permaplate.com

GAP COVERAGE

Ford Credit

Deficiency Waiver Addendum

FORM# 4195
STORE# 860

DEAL# 64891
STK# AEA04690

FC-19971 03/09

[redacted] FIRST NAME [redacted] MIDDLE INITIAL J

STREET ADDRESS [redacted] APT#

CITY JACKSONVILLE STATE FL ZIP CODE [redacted]

HOME PHONE# [redacted] BUS. PHONE# [redacted]

COVERED VEHICLE INFORMATION

MANUFACTURER FORD MODEL F250 YEAR 2010 (MAX 10 YEARS)

VEHICLE ID NUMBER 1FT3W2BRXAE[redacted]

CHARGE TO CUSTOMER FOR DEFICIENCY WAIVER ADDENDUM $ 800.00 ORIGINAL DATE OF CONTRACT 01/30/2010

INSTALLMENT SALES CONTRACT/BALLOON [X] LEASE [ ] AMT FINANCED/ADJ. CAPITALIZED COST (SEE LIMITS BELOW) $ 61560.76 CONTRACT TERM IN MONTHS (MAX 84 MONTHS) 72 NEW VEHICLE [X] USED VEHICLE [ ]

CONTRACT APR 1.90 % MSRP/NADA RETAIL $ $7165.00 MILEAGE 34

DEALER# N0691156 DEALERSHIP MIKE SHAD FORD @ THE AVENUES

STREET ADDRESS 10720 PHILLIPS HIGHWAY

CITY JACKSONVILLE STATE JA ZIP CODE 32256

ASSIGNEE FORD MOTOR CREDIT COMPANY INSTALLMENT SALES CONTRACT / LEASE ACCT.#

STREET ADDRESS PO BOX 105704

CITY ATLANTA STATE GA ZIP CODE 30348

By not selecting the "Deductible" option below, I understand that any primary insurance deductible will remain my financial responsibility. By initialing below, I choose to have the amount of my primary insu[redacted] waived, if my deductible is charged, in the event of a Total Loss.

[redacted] deductible) I ***select*** the deductible option.

I (CUSTOMER), WHOSE SIGNATURE APPEARS BELOW, ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS DEFICIENCY WAIVER ADDENDUM (ADDENDUM) IN ITS ENTIRETY, AND AGREE TO ALL OF THE PROVISIONS HEREIN. I UNDERSTAND I MAY OBTAIN GAP PROTECTION FROM AN ALTERNATE SOURCE. I UNDERSTAND I MAY CANCEL THIS ADDENDUM AT ANY POINT DURING THE ORIGINAL TERM OF THE INSTALLMENT SALES CONTRACT OR LEASE PRIOR TO TOTAL LOSS. I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN SIXTY (60) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER SIXTY (60) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA, UNLESS OTHERWISE REQUIRED BY APPLICABLE STATE LAW.

[X] I WISH TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM.

01/30/10

THE PURCHASE OF THE DEFICIENCY WAIVER ADDENDUM IS VOLUNTARY. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT NOR THE TERMS OF THE RELATED SALE IN THE CASE OF A MOTOR VEHICLE OR OTHER GOODS OR SERVICES ARE TO BE C[redacted]ED UPON THE PURCHASE OF THIS DEBT PROTECTION AGREEMENT AND IS NOT REQUIRED TO OBTAIN CREDIT.

DATE [redacted] CUSTOMER'S SIGNATURE [redacted] DEALER'S SIGNATURE

Notice: Customer will remain responsible for amounts due under Installment Sales Contract/Lease and not included in the Unpaid Net Balance as defined herein. Refer to the additional information on the back of this Addendum for complete details.

Waiver: Under this Addendum the Dealer/Assignee agrees to waive a portion of the Customer's indebtedness in the event of a Total Loss of the Vehicle as defined herein. Such portion shall equal the **Unpaid Net Balance** less the **Actual Cash Value** of the Vehicle both defined herein. Any indebtedness not waived under this Addendum remains the Customer's responsibility.

Eligibility: **Maximum Amount Financed:** The lesser of $125,000 or 150% of MSRP (new) / NADA Retail (used); **Maximum Contract Term:** 84 mos.; **Maximum Vehicle Age:** 10 years from the date of the Installment Sales Contract/Lease. This Addendum must be purchased at the time of execution of the Installment Sales Contract/Lease

DECLINATION OF DEFICIENCY WAIVER ADDENDUM

[ ] I DO NOT CHOOSE TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM. I UNDERSTAND THAT BY NOT ACCEPTING THIS DEFICIENCY WAIVER ADDENDUM, I AM NOT ENTITLED TO ANY OF THE BENEFITS IN THE EVENT OF A TOTAL LOSS OF THE VEHICLE.

DATE CUSTOMER'S SIGNATURE DEALER'S SIGNATURE

GAPCoverage
PO Box 23038
San Diego, CA 92193-3850
1-888-766-0100

FC-19971 07/09 White • CUSTOMER Yellow • GAPCOVERAGE Pink • DEALER Goldenrod • LENDER Lex 39

DEFINITIONS

For the purpose of this Deficiency Waiver Addendum (Addendum) the following terms shall mean:

Actual Cash Value (ACV): If You selected the "Deductible" option, Actual Cash Value means the retail value of the Vehicle as determined by Your primary automobile physical damage carrier or a third party insurer, including the value of any salvage retained by You plus applicable sales tax and any portion of Your insurance company deductible that exceeds $1,000, if a deductible is charged. If You did not select the "Deductible" option at the time of execution of the Installment Sales Contract/Lease, Actual Cash Value means the retail value of the Vehicle as determined by Your primary automobile physical damage carrier or a third party insurer, including the value of any salvage retained by You plus applicable sales tax and Your insurance company deductible, if a deductible is charged. In the event physical damage coverage is not maintained for the full value of the vehicle, Actual Cash Value means the retail value of the Vehicle as defined in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide plus any applicable sales tax.

Customer means the Borrower/Lessee of the Vehicle, as listed in the Addendum.

Date of Total Loss means the date on which the actual physical loss or damage occurred to the Vehicle. If such date is indeterminable, the Date of Total Loss shall be either the date established by the primary insurance carrier or the date the occurrence was reported to the police, whichever is earlier.

Delinquent Payments means any payment, as described in the Installment Sales Contract/Lease, which remains unpaid after the original due date stated in the Installment Sales Contract/Lease.

Total Loss means a total or constructive total loss as defined by the Customer's primary automobile physical damage carrier. If no primary physical damage carrier exists, then a Total Loss shall mean when the repair cost due to the accident, excluding any diminution of value resulting from prior damages, exceeds the Actual Cash Value or, in the event of a theft, when the Vehicle has not been recovered after a minimum period of 30 days from the date of the original police theft report.

Unpaid Net Balance means the amount owed by the Customer to satisfy the outstanding Installment Sales Contract/Lease balance as of the Date of Loss subject to the following exclusions: any proceeds which may be recovered by cancelling any insurance coverages, service contracts and/or warranties, credit life, accident and health insurance or other cancelable items; any late charges, Delinquent Payments, deferred payments, uncollected service charges, refundable prepaid taxes and fees, disposition fees, termination fees, penalty fees, and unearned rental, finance or lease charges. If the Installment Sales Contract/Lease does not have uniform monthly repayment terms for the full period of the agreement or it waives or delays payment of principal and/or rental, finance or lease charges, the Unpaid Net Balance will be calculated by amortizing the Installment Sales Contract/Lease according to a uniform monthly payment schedule. Ford Credit Flex Buy and Balloon contracts will be amortized according to the actual payment schedule.

Vehicle means the four-wheeled private passenger vehicle, van, pickup or light truck not to exceed 12,500 GVWR, as listed in this Addendum

TERMS AND CONDITIONS

a. This Addendum is void for any Installment Sales Contract/Lease where the original term exceeds 84 months.

b. No benefit is provided for that portion of the Unpaid Net Balance that results from the amount financed/adjusted capitalized cost exceeding the lesser of $125,000 or 150% of the Manufacturer's Suggested Retail Price (M.S.R.P) for New Vehicles or 150% of N.A.D.A. Official Used Car Guide's "Retail" value for Used Vehicles, at the inception date of the Installment Sales Contract/Lease. These Installment Sales Contracts/Leases will not be disqualified, but the Unpaid Net Balance will be determined based on this maximum limit of the lesser of $125,000 or 150% and the full credit of any proceeds from cancelable items included in your Installment Sales Contract/Lease will be deducted from the Unpaid Net Balance.

c. This Addendum is not transferable, except in the event the Assignee (financial institution) transfers its equity to another Assignee (financial institution), with no subrogation rights against the Customer.

d. This Addendum is cancelable upon any of the following events: 1) by the Dealer/Assignee or the Customer at Installment Sale Contract/Lease early termination or default; 2) at Customer's request any time prior to Total Loss or prior to the original termination date of the Installment Sales Contract/Lease. Cancellation is subject to completion of the GAP Cancellation form at the originating dealer or by contacting GAPCoverage at the address on the front of this Addendum. Cancellation is effective on the date the cancellation form is received by GAPCoverage. Full cancellation of this Addendum is allowed within sixty (60) days of the effective date of the Installment Sales Contract/Lease. After sixty (60) days, refunds will be calculated on a Pro-Rata basis unless otherwise required by applicable state law. The Assignee (financial institution) must be listed as a loss payee on all refunds. In the event of repossession, the Assignee (financial institution) must be the sole payee for all refunds. In the event of Total Loss to the Vehicle or upon the original termination date of the Installment Sales Contract/Lease, this Addendum will be deemed as fully earned and therefore, no refund will be due.

e. No benefit will be received under this Addendum after the original termination date of the Installment Sale Contract/Lease or in the event of refinancing or termination of the original Installment Sales Contract/Lease.

f. Information provided by the Customer and Dealer on the front of this Addendum is subject to validation at time of loss notification. If inaccurate information is provided, this Addendum may be void.

g. This Addendum is between the Customer and the Dealer, or if assigned, with the Assignee.

EXCLUSIONS

The benefits of this Addendum do not apply to loss or damage:

a. Resulting directly or indirectly from fraudulent acts by the Customer or any party acting on behalf of the Customer; due to legal confiscation of the Vehicle by a public official.

b. Caused by an act where the Customer or any party acting on behalf of the Customer intentionally damages the Vehicle causing a Total Loss.

c. To a vehicle licensed, registered and/or titled in a business name; insured through a business auto or commercial vehicle policy; or used for delivery, conveyance or other commercial purposes.

d. To the Vehicle if it has a salvage title.

e. Occurring to the Vehicle prior to the Date of Total Loss, or after repossession

f. Occurring outside the United States, its territories or possessions, or Canada.

Loss Notification Procedures:

IN THE EVENT OF A TOTAL LOSS, the Customer must provide within 90 days of the primary carrier settlement to GAPCoverage at PO Box 23038 San Diego, CA 92193-3850, the following documentation before any benefit under this Addendum can be processed. Failure to provide this documentation within 90 days of the primary carrier settlement will VOID this Addendum.

1. Complete documentation from the Customer's primary insurance company substantiating the date of and cause of Total Loss of the Vehicle, gross settlement amount, deductible, the net settlement amount, proof of payment and valuation of Vehicle.
   Should the Customer not have collectible physical damage insurance on the Date of Total Loss, it is the Customer's responsibility to advise GAPCoverage in writing within 90 days of the Date of Total Loss. A copy of the complete itemized estimate of damages to the vehicle from a body shop is required
2. Complete documentation from the Dealer/Assignee showing the payment history and exact Unpaid Net Balance as defined herein
3. Copy of this Addendum
4. Copy of Installment Sales Contract/Lease.
5. Copy of the police report.
6. Documentation showing refund amounts of any cancelable items purchased.

STATE PROVISIONS: ALL TERMS OF THIS ADDENDUM ARE SUBJECT TO STATE LAW.

KS. THE SELECTION OF THE "DEDUCTIBLE" OPTION IS THE ONLY AVAILABLE OPTION. IF GAP IS NOT INCLUDED IN THE FINANCE CHARGE, THEN THE EXCLUSIONS SECTION OUTLINED ABOVE IS REMOVED AND THE ONLY EXCLUSION IS DUE TO CUSTOMER'S FAILURE TO MAINTAIN PRIMARY CARRIER AUTOMOBILE COVERAGE ON THE VEHICLE DESCRIBED IN THIS ADDENDUM.

GA. If a claim is not paid within sixty (60) days after complete proof of loss has been filed with the program administrator listed on the front of this form or the dealership where You purchased this Addendum, You may file the benefit request directly with the Great American Insurance Companies Group,® 580 Walnut Street, Cincinnati, OH 45202 (800) 280-0952.

NH. Our performance under this Agreement is insured by an insurance policy issued to us by Great American Insurance Company, a member of the Great American Insurance Companies Group.® Executive Offices: Ninth Floor 49 East Fourth Street, Cincinnati, OH 45202 / (800) 280-0952. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company. In the event in NEW Hampshire you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department by telephone at 1-800-852-3416 or by mail at 21 South Fruit Street Suite 14 Concord, NH 03301

TN. The cost of this addendum is not regulated and that the consumer has the responsibility to determine whether the cost of the addendum is reasonable in relation to the protection afforded by this addendum

TN, GA. The Customer will have ninety (90) days after early termination of the Installment Sale Contract/Lease or GAP Waiver to notify GAPCoverage and request a refund. Neither the extension of credit, the terms of the credit nor the terms of the related sale in the case of a motor vehicle or other good or service are to be conditioned upon the purchase of a debt protection agreement

VT. Neither the extension of credit, the terms of the credit nor the terms of the related sale in the case of a motor vehicle or other good or service are to be conditioned upon the purchase of a debt protection agreement

[redacted]

terms indicated in this authorization.

I understand that the merchant with which I am transacting may be requested to provide information to NCT or its agents or contractors concerning my transaction with merchant. NCT may request, and merchant may provide, all such information to NCT for collection purposes, to obtain payment from me, or to contact me regarding my check or electronic payment. I hereby expressly authorize and consent to merchant disclosing to NCT all personal, non-public information which merchant has in its possession concerning me, including but not limited to my bank account, my check or electronic payment, my purchase agreement, contract, buyer's orders, credit application, finance contract and application for financing, and/or current address, social security number and telephone number in the event NCT requests such information from merchant, and I release merchant and its employees and other representatives from any and all liability or damages associated with such a disclosure(s) to NCT.

DATE: 1/30/2010 Time: 8:12 PM
Merchant: MIKE SHAD FORD
Merchant ID: 19646-900
Ref Number: 64891
Amount: $ 1,500.00
Account #: ********[redacted]1772
Full Name: [redacted]
Phone Number: [redacted]

[redacted]

X_____
(signature)
National Check Trust
1-800 858-5258
CUSTOMER COPY

JUL-22-2011 16:12 From:MILLIAM POLSOM 9074457200 To:7275305863 P.39/94

nct
1-800-858-5256

TRANSACTION RECEIPT

I authorize you to initiate a one-time electronic ACH debit to my deposit account listed below for the payment of my purchase transaction with you. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the below-noted transaction date I will not dispute you debiting my deposit account, so long as the amount corresponds to the terms indicated in this authorization.

I understand that the merchant with which I am transacting may be requested to provide information to NCT or its agents or contractors concerning my transaction with merchant. NCT may request, and merchant may provide, all such information to NCT for collection purposes, to obtain payment from me, or to contact me regarding my check or electronic payment. I hereby expressly authorize and consent to merchant disclosing to NCT all personal, non-public information which merchant has in its possession concerning me, including but not limited to my bank account, my check or electronic payment, my purchase agreement, contract, buyer's orders, credit application, finance contract and application for financing, and/or current address, social security number and telephone number in the event NCT requests such information from merchant, and I release merchant and its employees and other representatives from any and all liability or damages associated with such a disclosure(s) to NCT.

DATE: 1/30/2010	Time: 8:12 PM
Merchant:	MIKE SHAD FORD
Merchant ID:	19646-900
Ref Number:	6-1891
Amount:	$ 1,500.00
Account #:	**********1772
Full Name:	[redacted]
Phone Number:	[redacted]

[redacted]

X_____ _____
(signature)
National Check Trust
1-800 858-5256
CUSTOMER COPY

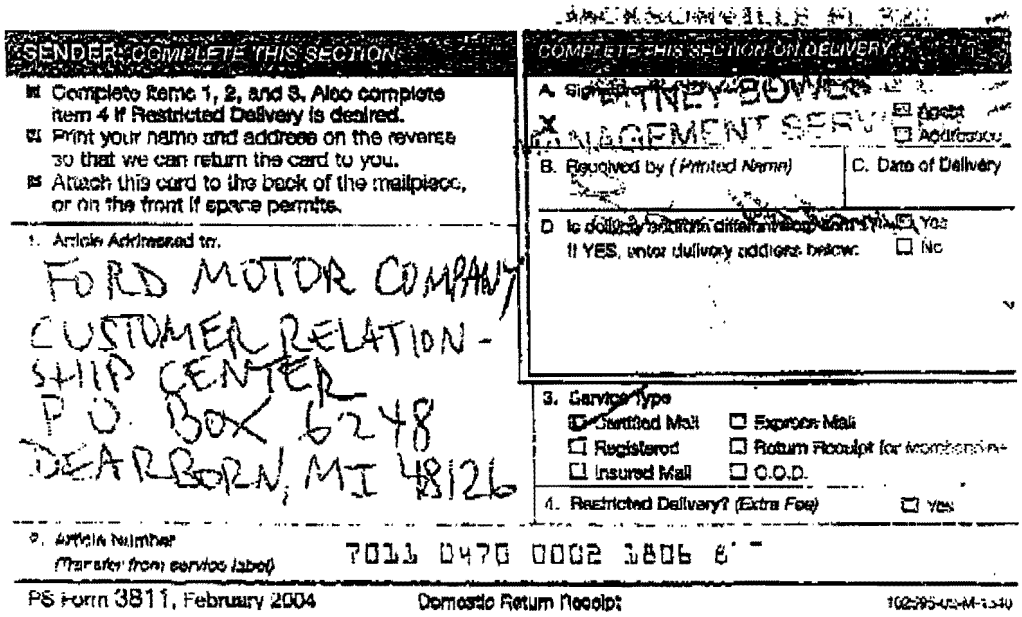


MANDATORY FLORIDA NO-FAULT INSURANCE IS REQUIRED TO BE MAINTAINED CONTINUOUSLY THROUGHOUT THE ENTIRE REGISTRATION PERIOD.

FAILURE TO MAINTAIN THE REQUIRED COVERAGE COULD RESULT IN SUSPENSION OF YOUR DRIVER LICENSE, LICENSE PLATE, AND REGISTRATION.
PURSUANT TO SECTION 627.733, FLORIDA STATUTES

HSMV 83330 (Rev. 11/99) S

JACKSONVILLE FL 32211



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FORD MOTOR COMPANY
CUSTOMER RELATION-
SHIP CENTER
P.O. BOX 6248
DEARBORN, MI 48126

COMPLETE THIS SECTION ON DELIVERY

A. Signature: PITNEY BOWES MANAGEMENT SERVICES ☒ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

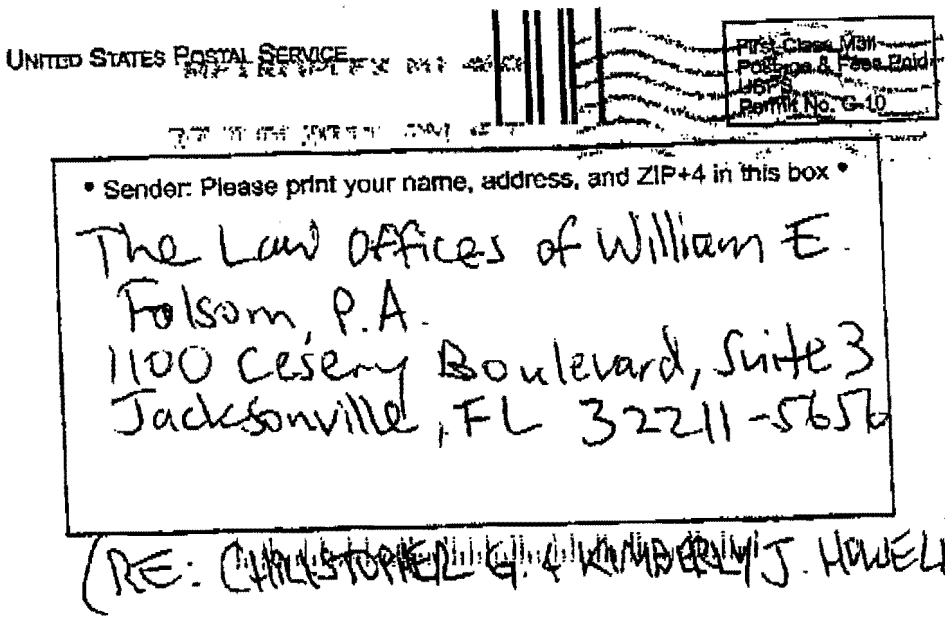
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 0470 0002 1806 8

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



UNITED STATES POSTAL SERVICE

First Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

The Law Offices of William E.
Folsom, P.A.
1100 Cesery Boulevard, Suite 3
Jacksonville, FL 32211-5656

(RE: CHRISTOPHER G. & KIMBERLY J. HOWELL)

UNITED STATES POSTAL SERVICE®

Track & Confirm

Search Results

Label/Receipt Number: **7011 0470 0002 1806 8328**
Expected Delivery Date: **June 27, 2011**
Class: **First-Class Mail®**
Service(s): **Certified Mail™**
Return Receipt
Status: **Delivered**

Track & Confirm
Enter Label/Receipt Number

Go >

Your item was delivered at 10:01 am on June 27, 2011 in DEARBORN, MI 48120.

Detailed Results

- **Delivered, June 27, 2011, 10:01 am, DEARBORN, MI 48120**
- **Arrival at Unit, June 27, 2011, 7:05 am, DEARBORN, MI 48120**
- **Acceptance, June 24, 2011, 2:11 pm, JACKSONVILLE, FL 32277**

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

Copyright© 2010 USPS. All Rights Reserved. No FEAR Act EEO Data FOIA

Motor Vehicle Defect Notification

(Please print clearly in ink. If you do not wish to receive letters or other written solicitations from private attorneys, check below.)

☑ **I DO NOT WISH TO RECEIVE WRITTEN SOLICITATION MATERIALS FROM AN ATTORNEY**

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

☑ **The vehicle has been out of service at least 15 days to repair one or more substantial defects.**

☑ **3 or more repair attempts have been made to repair the same substantial defect or condition.**

Description of continuing defect(s) or condition(s) Check engine light on, shaking, warning messages, vehicle shutting off, starting problems, running rough, losing power, diesel fumes, exhaust fumes, vibration, shift delay, etc.

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle Make FORD Model F250 Year 2010

VIN 1FTSW2BRXAE[redacted] Date of Delivery 01/30/2010

Name and City/State of selling dealer or leasing company (if applicable) Mike Shad Ford at the Avenues Jacksonville, Florida

Name and City/State of authorized service agent(s) attempting previous repairs: Mike Shad Ford at the Avenues, Jacksonville, Florida

Consumer [redacted] Home phone [redacted]

Address c/o William E. Folsom, Esquire, The Law Offices of William E Folsom, P.A. 1100 Cesery Blvd., Ste. 3, Jacksonville, FL 32211-5656

Work phone [redacted]

Signature [illegible], as agent/[redacted]

Date Mailed 6/24/11

*smoking, fuel injectors leaking, etc.

CSDOCS
FRD1121987

:OMER #: 3988524

234380

Mike Shad Ford at the Avenues

Mike Shad Ford At The Avenues
10770 Phillips Highway
Jacksonville, Florida 32256
(904) 292 3325
www.mikeshad.com

[redacted]

INVOICE

PAGE 1

:ACKSONVILLE, FL [redacted]
IOME [redacted]
:US: [redacted]

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
:OYAL RED	10	FORD F250	1FTSW2BRXAE[redacted]		23229/23252	Tb643

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
0JAN10 DD			17:00 13JUN11			CASH	09JUN11

R.O. OPENED	READY	OPTIONS
03JUN11	09JUN11	STK:AEA04690 DLR:04992 ENG:6.4 LITER

INE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
CHECK ENGINE LIGHT ON			
AUSE: VERIFY CONCERN PPT CK GLOW PLUG MONT TEST REPLACE NUMBER 4 GLOW PLUG			
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L			
748 WF			(N/C)
1 8C3Z*12A342*A GLOW PLUG			(N/C)
6005R5 GLOW PLUG SYSTEM OPERATION - TEST - L			
748 WF			(N/C)
12342B1L GLOW PLUG - REPLACE (12A342) - L			
748 WF			(N/C)
FC: E29 42			
PART#: 8C3Z*12A342*A			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
4326			
ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
**********			
Multi-Point Inspection Not Required At This Time			
MULTI-N Multi-Point Inspection Not Required At This Time			
748 CF		0.00	0.00
ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			

EASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS :PAIR INVOICE.

HOP SUPPLIES AND HAZARDOUS MATERIALS CHARGED: We have added charge equal to 12% of the cost of parts & labor up to a maximum of 19.75. "This charge represents costs and profits to the motor repair facility r miscellaneous shop supplies or waste disposal." (s.559.905 (i) (h))

e State of Florida requires a $1.00 fee to be collected for each new tire ld in the state (s 403.716), and a $1.50 fee to be collected for each new remanufactured battery sold in the state, (s 403.7185).

CUSTOMER SIGNATURE

PAYMENT METHOD

CASH	AMERICAN EXPRESS
CHECK	VISA
DISCOVER	MASTERCARD
INTERNAL	OTHER

STATE OF FLORIDA REGISTRATION NUMBER #MV - 13289

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

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

VerCAR 8/2006 ADP 107 001

CUSTOMER COPY

JUL-22-2011 16:47 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.59/94

MPR #: 3988524

232345

INVOICE

Mike Shad Ford at the Avenues

Mike Shad Ford At The Avenues
10720 Phillips Highway
Jacksonville, Florida 32256
(904) 997 3525
www.mikeshad.com

[redacted]

CKSONVILLE, FL 3221[redacted]

PAGE 1

[redacted]

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

COLOR		VIN	LICENSE	MILEAGE IN / OUT	TAG
VAL RED	10 FORD F250	1FTSW2BRXAE[redacted]		22000/22000	TE115

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P/O [redacted]	RATE	PAYMENT	INV. DATE
JAN10 DD			19:00 03JUN11	10790537		CASH	02JUN11

R.O. OPENED	READY	OPTIONS: STK:AEA01690 DLR:04992 ENG:6.4 LITER
04MAY11	02JUN11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

C/STATES VEH STARTED SHAKING, CHECK ENG LIGHT CAME ON, WARNING MESSAGE CAME ON, VECH SHUT OFF WHILE PULLING OVER AND WOULD NOT RE-START

CAUSE: VERIFY CONCERN CK SSM TSB NONE CK CLN FUEL AND OIL FOUND OIL OVERFULL, PERFORM FUEL PRESS TEST 4 5 PSI REL COMPRESS 3 4 AT 1 PERCENT CK HIGH

6005E HARD START / NO START DIAGNOSTICS - DIESEL
ENGINE - DIAGNOSIS - L
748 WF (N/C)

1 8C3Z-9J213-D SENSOR - EXHAUST GAS - TEMPERA (N/C)

8 8C3Z-9B527-A KIT - FUEL INJECTION (N/C)

CORE CHARGE W (N/C)

[redacted] (N/C)

1 8C3Z-12A690-BA WIRE ASY (N/C)

[redacted] (N/C)

6005E11 BLEED THE HIGH PRESSURE FUEL SYSTEM - L
748 WF (N/C)

6005E12 GLOW PLUG MIST TEST - NO START - L
748 WF (N/C)

6005E13 FUEL INJECTOR RETURN PORT LEAK TEST - NO START - L
748 WF (N/C)

6005E16 HIGH PRESSURE FUEL SYSTEM TEST WITH VALVE COVER OFF - L
748 WF (N/C)

6005E17 INVERSE FUEL INJECTOR LEAK TEST - L
748 WF (N/C)

6005E18 HIGH PRESSURE FUEL INJECTION PUMP LEAK TEST - L
748 WF (N/C)

6005E19 FUEL SYSTEM DEBRIS CHECK - L
748 WF (N/C)

6005E2 KEY ON ENGINE OFF - KOEO CHECK - TEST - L
748 WF (N/C)

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

SHOP SUPPLIES AND HAZARDOUS MATERIALS CHARGES- We have added a charge equal to 12% of the cost of parts & labor up to a maximum of $8.75. "This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal." (s.559.905 (1) (h))

The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.7181), and a $1.50 fee to be collected for each new remanufactured battery sold in the state. (s.403.7185).

CUSTOMER SIGNATURE

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

PAYMENT METHOD		
CASH	AMERICAN EXPRESS	
CHECK	VISA	
DISCOVER	MASTERCARD	
INTERNAL	OTHER	

STATE OF FLORIDA REGISTRATION NUMBER #MV - 19289

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

JUL-22-2011 16:47 From:WILLIAM FOLSOM 9047445700 To:7275350863 P.61/94

TOMER #: 3988524

232345

INVOICE

Mike Shad Ford at the Avenues

Mike Shad Ford At The Avenues
10720 Philips Highway
Jacksonville, Florida 32256
(904) 292-1976
www.mikeshad.com

[redacted]
JACKSONVILLE, FL [redacted]
[redacted] 97 [redacted] BUS:904-23[redacted]5

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
ROYAL RED	10	FORD F250	1FTSW2BRXAE[redacted]		22000/22000	TB335

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30JAN10 DE			19:00 03JUN11	10790537		CASH	02JUN11

R.O. OPENED	READY	OPTIONS:
04MAY11	02JUN11	STK:AEA04690 DLR:04992 ENG:6.4 LITER

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	6005E3	KEY ON ENGINE OFF - FORD INJECTOR ELECTRICAL SELF-TEST - TEST - L						
			748	WF				(N/C)
	6005E4	SCAN TOOL TEST - DATA LIST MONITORING - TEST - L						
			748	WF				(N/C)
	6005E41	HIGH PRESSURE FUEL SYSTEM - TEST - L						
			748	WF				(N/C)
	6005E43	FUEL SYSTEM LEAK - TEST - L						
			748	WF				(N/C)
	6005E46	DIESEL HARD START/NO START - DIAGNOSTIC PTN POINT TEST - L						
			748	WF				(N/C)
	6005E47	RELAUIVE COMPRESSION/POWER BALANCE - TEST						
			748	WF				(N/C)
	6005E8	ELECTRONIC FUEL PUMP PRESSURE TEST - L						
			748	WF				(N/C)
	9S27AB	FUEL INJECTOR OR NOZZLE FOR INJECTION PUMP - REMOVE AND INSTALL OR REPLACE (9F591/9E527/8H529) - L						
			748	WF				(N/C)
	MT6051	CLF LMAK DOWN						
			74H	WF				(N/C)

FC: D02 42
PART#: 8C3Z*9E527*A
COUNT:
CLAIM TYPE:
AUTH CODE: FAAB2
4326

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

,,,,22000 DIESEL DIAG, FOUND INJECTORS TO BE LEAKING DOWN, REPLACED 8 ,,,,INJECTORS AND WIRE HARNESSS

****

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

SHOP SUPPLIES AND HAZARDOUS MATERIALS CHARGES: We have added a charge equal to 12% of the cost of parts & labor up to a maximum of $89.70. "This charge represents costs and profits in the motor repair facility for miscellaneous shop supplies or waste disposal." (s.559.905 (1) (b))

The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718), and a $1.50 fee to be collected for each new or remanufactured battery sold in the state, (s 403 7185).

X _____
CUSTOMER SIGNATURE

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

PAYMENT METHOD

CASH	AMERICAN EXPRESS
CHECK	VISA
DISCOVER	MASTERCARD
INTERNAL	OTHER

STATE OF FLORIDA REGISTRATION NUMBER #MV - 13289

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

DealerCAR © 1998 AUP 10/2001

CUSTOMER COPY

TOMER #: 3988524

232345

INVOICE

Mike Shad Ford

[redacted]

Mike Shad Ford At The Avenues
10720 Phillips Highway
Jacksonville, Florida 32256
(904) 292-3325
www.mikeshad.com

[redacted]

JACKSONVILLE, FL [redacted]

PAGE 3

[redacted]

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

COLOR			VIN	LICENSE	MILEAGE IN / OUT	TAG
ROYAL RED	10	FORD F250	1FTSW2BRXAE[redacted]		22000/22000	TB335

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
30JAN10 DD			19:00 03JUN11	10790537		CASH	02JUN11

R.O OPENED	READY	OPTIONS.
04MAY11	02JUN11	STK:AEA04690 DLR:04992 ENG:6.4_LITER

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
B C/STATES WHILE GOING THROUGH RE-GEN, BLOWS BROWN SMOKE OUT OF EXHAUST, THEN STARTS RUNNING ROUGH			
1DDGR09 MANIFOLDS, FUEL AND EMISSION CONTROL			
748 WF			(N/C)
3 OILDYE ENGINE OIL KT14215			(N/C)
1 VC*7*B ANTI-FREEZE			(N/C)
15 XO*15W40*QSD OIL - ENGINE			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
C AUTONATION VCP OIL AND FILTER CHANGE, TIRE ROTATION			
ANOFR AUTONATION VCP OIL AND FILTER CHANGE, TIRE ROTATION			
[illegible]			(N/C)
15 XO*15W40*BSD OIL			(N/C)
[illegible] KIT - ELEMENT & GASKET - OIL F			(N/C)
1 8C3Z*6730*A PLUG - OIL DRAIN			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
D C/STATES WITH AC ON, HAS EXHAUST SMELL COMING THROUGH VENTS			
1DDGR09 MANIFOLDS, FUEL AND EMISSION CONTROL			
748 WF			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
E CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT			
MULTI-A CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT			
748 CF		0.00	0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
748 CF		0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME			
748 CF		0.00	0.00
GBATT BATTERY CONDITION IS GOOD			
748 CF		0.00	0.00

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

SHOP SUPPLIES AND HAZARDOUS MATERIALS CHARGES: We have added a charge equal to 12% of the cost of parts & labor up to a maximum of $88.75. "This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal." [s.559.905 (i) (b)]

The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s 403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state, [s 403.7185].

X

CUSTOMER SIGNATURE

PAYMENT METHOD

CASH	AMERICAN EXPRESS
CHECK	VISA
DISCOVER	MASTERCARD
INTERNAL	OTHER

STATE OF FLORIDA REGISTRATION NUMBER #MV 13289

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

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

DealerCAP ©1999 ADP (07/99)

CUSTOMER COPY

07/20/2011 MON 10:00 FAX 7275355522 DDD OF WEST FLORIDA 777 VDDD

TOMER #: 3988524

232345

INVOICE

Mike Shad Ford at the Avenues

Mike Shad Ford At The Avenues
10720 Phillips Highway
Jacksonville, Florida 32256
(904) 292-3326
www.mikeshad.com

[redacted]

JACKSONVILLE, FL [redacted]
HOME: [redacted]
BUS: [redacted]

PAGE 4

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

CO			VIN	LICENSE	MILEAGE IN / OUT	TAG
ROYAL RED	10	FORD F250	1FTSW2BRXAE[redacted]		22000/22000	TB335

DEL DATE	PROM DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
10JAN10 00			19:00 03JUN11	10790537		CASH	02JUN11

R.O OPENED	READY	OPTIONS.
04MAY11	02JUN11	STK:AEA04690 DLR:04992 ENG:6.4 LITER

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

FIELD SERVICE ACTION #11B23
CAUSE:
FSA FIELD SERVICE ACTION #:
748 WFC (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4326
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00
,,,22000 SEE LINE A

****

created 2011-05-04 03:41:00pm
taken by [illegible] BEING
TOWED IN

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS CLAIR INVOICE

P SUPPLIES AND HAZARDOUS MATERIALS CHARGES: We have added charge equal to 12% of the cost of parts & labor up to a maximum of 75. "This charge represents costs and profits to the motor repair facility miscellaneous shop supplies or waste disposal." (s 559.905 (l) (h))

State of Florida requires a $1.00 fee to be collected for each new tire in the state (s.403.718), and a $1.50 fee to be collected for each new manufactured battery sold in the state, (s.403.718h)

CUSTOMER SIGNATURE

PAYMENT METHOD

CASH	AMERICAN EXPRESS
CHECK	VISA
DISCOVER	MASTERCARD
INTERNAL	OTHER

STATE OF FLORIDA REGISTRATION NUMBER #MV 13289

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

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

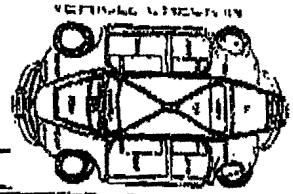
CUSTOMER COPY

JUL-22-2011 16:48 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.67/94

EA11-003 000581LC

AutoNation

DAMAGE
C - Chips M - Missing
S - Scratch T - Tear
D - Dent G - Glass Damage



Customer Name [redacted] ASM [redacted] Date 6-2

Vehicle Description _____ Tech Name _____ R/O# 222365

Operation of Lights & Inspect Lens	X		Battery Inspection	X	
Condition of Wiper Inserts	X		Battery Cable Inspection	X	
Condition of Suspension	X		Engine Oil	X	
Condition of Drive Axles/Boots	X		Brake Fluid	X	
Exhaust System Inspection	X		Transmission Fluid	X	
Condition of Hoses	X		Differential Fluid	X	
Condition of Drive Belts	X		Power Steering Fluid	X	
Condition of Air Filter	X		Engine Coolant	X	
Fluid Leaks	X		Warning Indicator Lights Inspection	X	

TIRE AND BRAKE INSPECTION

LF	RF
X Brake Lining	X Brake Lining
X Tire Tread	X Tire Tread
X Wear Pattern	X Wear Pattern
X Tire Pressure	X Tire Pressure

☐ BRAKE INSPECTION NOT PERFORMED THIS VISIT

LR	RR
X Brake Lining	Brake Lining
X Tire Tread	Tire Tread
X Wear Pattern	X Wear Pattern
X Tire Pressure	Tire Pressure

PRIME ITEM CONCERNS

	Item and Description	Total $$	SOP	Authorized	
				Y	N
				Y	N
				Y	N
				Y	N
				Y	N
				Y	N
				Y	N
				Y	N
				Y	N
	TOTALS			Y	N

ADDITIONAL SERVICES AND/OR REPAIRS RECOMMENDED

Item and Description	Total $$	SOP	Authorized	
			Y	N
			Y	N
			Y	N
			Y	N
			Y	N
			Y	N
			Y	N
			Y	N
			Y	N
			Y	N
TOTALS				
Total of Prime and ASR				
Method of Customer Approval		Est Tax & Misc		
Time and Date of Approval		GRAND TOTAL:		

SR-ANFL-ASR (Rev. 7/10)

Story Report for Vehicle: ACA04690

Customer#: 3988524
Customer Name: [redacted]

RO Number: 2357790

Open Date: 01/22/11 Mileage: 19743 Service Logon: AN860-S
Close Date: 01/31/11 SA Number: 703 Cashier: pardeep
Comments: created 2011-01-22 08:56:00am taken by Sasha Livingston

Line Code: A Comeback: N Booker ID: 2851
Complaint: ANOIL AUTONATION VCP OIL AND FILTER CHANGE

Labor Type: CP Technician Number: 4349
Op Code: ANOIL Comeback RO Number:
Description: AUTONATION VCP OIL AND FILTER CHANGE
Labor$: 6.40
Parts$: 64.45
Miscellaneous$: 0.00

Line Code: B Comeback: N Booker ID: 2831
Complaint: 1DDGR06 ENGINE RUNS ROUGH INTERMIT UNDER LOAD, WILL SHAKE AT IDLE/LOOSES POWER AND SMELL EXHAUST FUME THROUGH VENTS WHEN HAPPENS
Cause: .

Labor Type: CP Technician Number: 4349
Op Code: 1DDGR06 Comeback RO Number:
Description: ENGINE
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: C Comeback: N Booker ID: 2831
Complaint: MULTI-A CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT

Labor Type: CP Technician Number: 4349
Op Code: MULTI A Comeback RO Number:
Description: CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 4349
Op Code: GBK Comeback RO Number:
Description: BRAKE LININGS ARE OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 4349
Op Code: GTIRE Comeback RO Number:
Description: TIRE TREAD AND WEAR IS OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Story for Line B, Version Number 1

06/02/11 05:42PM MIKE SHAD FORD @ THE AVENUE Page: 2
History Report for Vehicle: AEA04690

Customer#: 3988524
Customer Name: [redacted]

19743 NO CODES FOUND, PASSED ALL TESTS, DID FIND OIL IN CHARGE AIR COOLER DUE TO OVER FILL OF OIL IN VEH. CLEANED AND PERFORMED LOF CHANGE, - OIL LEVEL AT CORRECT LEVEL

Story for Line 8, Version Number 2
19743 NO CODES FOUND, PASSED ALL TESTS, DID FIND OIL IN CHARGE AIR COOLER DUE TO OVER FILL OF OIL IN VEH. CLEANED AND PERFORMED LOF CHANGE, - OIL LEVEL AT CORRECT LEVEL ENGINEERING CONTACTED, RESEARCHING CONCERN OF OIL OVERFILL - WILL ADVISE WHEN RESOLUTION FOUND

History Report for Vehicle: AFA04690

Customer#: 3988924
Customer Name: [redacted]

RO Number: 225779

Open Date: 01/22/11 Mileage: 19744 Service Logon: ANN60-S
Close Date: 01/28/11 SA Number: 703 Cashier: blackwe
Comments: created 2011-01-22 08:56:00am taken by Sasha Livingston

Line Code: A Comeback: N Booker ID: 705
Complaint: Moved to: 225779C Line: A

Labor Type: CP Technician Number: 15
Op Code: SPLIT Comeback RO Number:
Description: Moved to: 225779C Line: A
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: B Comeback: N Booker ID: 703
Complaint: Moved to: 225779C Line: B

Labor Type: CP Technician Number: 15
Op Code: SPLIT Comeback RO Number:
Description: Moved to: 225779C Line: B
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: C Comeback: N Booker ID: 763
Complaint: 1DDGR07 ENTER SHIFT DELAY

Labor Type: CP Technician Number: 4349
Op Code: 1DDGR07 Comeback RO Number:
Description: TRANSMISSION
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: D Comeback: N Booker ID: 703
Complaint: Moved to: 225779C Line: C

Labor Type: CP Technician Number: 15
Op Code: SPLIT Comeback RO Number:
Description: Moved to: 225779C Line: C
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 15
Op Code: SPLIT Comeback RO Number:
Description: Moved to: 225779C Line: C
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Factory Report for Vehicle: AEA04690

Customer#: 3988524
Customer Name: [redacted]

Labor Type: CP
Op Code: SPLIT
Description: Moved to 2257790 Line: 2
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Technician Number: 15
Comeback RO Number:

History Report for Vehicle: AEA04690

Customer#: 3988524
Customer Name: [redacted]

RO Number: 217885

Open Date: 09/16/10 Mileage: 12156 Service Logon: AN860 S
Close Date: 09/28/10 SA Number: 3310 Cashier: hardyc
Comments: created 2010-09-16 08:55:00am taken by Lynda Miserzejewski

Line Code: A Comeback: N Booker ID: 3310
Complaint: ANOFR AUTONATION VCP OIL AND FILTER CHANGE, TIRE ROTATION

Labor Type: CP Technician Number: 2366
Op Code: ANOFR Comeback RO Number:
Description: AUTONATION VCP OIL AND FILTER CHANGE, TIRE ROTATION
Labor$: 18.40
Parts$: 64.45
Miscellaneous$: 0.00

Line Code: B Comeback: N Booker ID: 3310
Complaint: 1DDGR01 CUST REQUEST REFILL RIGHT REAR TIRE WITH NITRO (HAD FLAT)

Labor Type: CP Technician Number: 2366
Op Code: 1DDGR01 Comeback RO Number: 211869
Description: WHEELS, HUBS, DRUMS
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: C Comeback: N Booker ID: 3310
Complaint: 1DDRR09 CUST STATES HAS VIBRATION ON ACCEL PULLING BOAT CAN LET OFF ACCEL AND APPLY AGAIN OK ADVISE

Labor Type: CP Technician Number: 2366
Op Code: 1DDRR09 Comeback RO Number:
Description: MANIFOLDS, FUEL AND EMISSION CONTROL
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: D Comeback: N Booker ID: 3310
Complaint: MULTI-A CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT

Labor Type: CP Technician Number: 2366
Op Code: MULTI-A Comeback RO Number:
Description: CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 2366
Op Code: GBK Comeback RO Number:
Description: BRAKE LININGS ARE OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

History Report for Vehicle: AEA04690

Customer#: 3988524
Customer Name: [redacted]

Labor Type: CP Technician Number: 2366
Op Code: MIKE Comeback RO Number:
Description: TIRE TREAD AND WEAR IS OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 2366
Op Code: GBATT Comeback RO Number:
Description: BATTERY CONDITION IS GOOD
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Story for Line 8, Version Number 1
12156 REFILL NITRO IN ALL FOUR TIRES

History Report for Vehicle: A8A04690

Customer#: 3983526
Customer Name: [redacted]

RO Number: 211069

Open Date: 06/14/10 Mileage: 6096 Service Logon: AN860-S
Close Date: 06/21/10 BA Number: 3310 Cashier: pardoza
Comments: WAIT created 2010-06-14 09:40:00am taken by Lynda Miertejewski

Line Code: A Comeback: N Booker ID: 3310
Complaint: ANOFR AUTONATION VCP OIL AND FILTER CHANGE, TIRE ROTATION

Labor Type: CP Technician Number: 2366
Op Code: ANOFR Comeback RO Number:
Description: AUTONATION VCP OIL AND FILTER CHANGE, TIRE ROTATION
Labor$: 18.40
Parts%: 64.45
Miscellaneous$: 0.00

Line Code: B Comeback: N Booker ID: 3310
Complaint: MULTI-A CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT

Labor Type: CP Technician Number: 2366
Op Code: MULTI A Comeback RO Number:
Description: CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 2366
Op Code: GBK Comeback RO Number:
Description: BRAKE LININGS ARE OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 2366
Op Code: GTIRE Comeback RO Number:
Description: TIRE TREAD AND WEAR IS OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: CP Technician Number: 2366
Op Code: GBATT Comeback RO Number:
Description: BATTERY CONDITION IS GOOD
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: C Comeback: N Booker ID: 3310
Complaint: 10DGR01 CHECK LF WHEEL FOR AXLE LEAK

Labor Type: CP Technician Number: 745
Op Code: 10DGR01 Comeback RO Number:
Description: WHEELS, HUBS, DRUMS

story Report for Vehicle: ACA04690

Customer#: 3988524
Customer Name: [redacted]

Labor$:	0.00
Parts$:	0.00
Miscellaneous$:	0.00

tory for Line C, Version Number 1
096 CHECK LEFT FRONT WHEEL AND AXLE AND HUB FOR LEAKS NONE FOUND OPER AS DESIGN

Customer#: 3988524
Customer Name: [redacted]

RO Number: 204294

Open Date: 02/04/10 Mileage: 34 Service Lgon: AN860-S
Close Date: 02/04/10 SA Number: 39304 Cashier: philipop

Line Code: A Comeback: N Booker ID: 761
Complaint: TEPHSEAL TEPH SEAL SUBLET

Labor Type: INCO Technician Number: 13
Op Code: TEPHSEAL Comeback RO Number:
Description: TEPH SEAL SUBLET
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 0.00

Labor Type: INCO Technician Number:
Op Code: 9999 Comeback RO Number:
Description: SUBLET REPAIRS
Labor$: 0.00
Parts$: 0.00
Miscellaneous$: 170.00

Story Report for Vehicle: AEA04690

Customer#: 3988524
Customer Name: [redacted]

RO Number: 197305

Open Date: 10/13/09 Mileage: 4 Service Logon: AN860-S
Close Date: 10/14/09 SA Number: 39304 Cashier: philipop

Line Code: A Comeback: N Booker ID: 761
Complaint: ADDL MISC LABOR

Labor Type: INT Technician Number: 15
Op Code: ADDL Comeback RO Number:
Description: SUBLET
Labor$: 0.00
Parts$: 37.50
Miscellaneous$: 0.00

Factory Report for Vehicle: AEA04690

Customer#: 3988324
Customer Name: [redacted]

RO Number: 194015

Open Date: 08/17/09 Mileage: 4 Service Logon: AN860-9
Close Date: 08/17/09 SA Number: 39304 Cashier: phillpop

Line Code: A Comeback: N Booker ID: 761
Complaint: PDI PRE-DELIVERY INSPECTION

Labor Type: IPDI Technician Number: 741
Op Code: PDI Comeback RO Number:
Description: PRE-DELIVERY INSPECTION
Labor$: 97.02
Parts$: 0.00
Miscellaneous$: 0.00

Line Code: B Comeback: N Booker ID: 761
Complaint: NITRO NITROGEN TIRE FILL FOR THE LIFE OF THE TIRE WITH ROAD HAZARD PROTECTION

Labor Type: INT Technician Number: 741
Op Code: NITRO Comeback RO Number:
Description: NITROGEN TIRE FILL FOR THE LIFE OF THE TIRE WITH ROAD HAZARD PROTECTION
Labor$: 37.05
Parts$: 12.95
Miscellaneous$: 0.00

Line Code: C Comeback: N Booker ID: 761
Complaint: ETCH WINDOW ETCHING

Labor Type: INT Technician Number: 754
Op Code: ETCH Comeback RO Number:
Description: WINDOW ETCHING
Labor$: 10.00
Parts$: 5.00
Miscellaneous$: 0.00

3. The New Vehicle Limited Warranty for your 2010 model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide no-warranty repairs, conduct recalls or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures for a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner Guide and Scheduled Maintenance Guide. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

EA11-003 000594LC

JUL-22-2011 16:24 From:WILLIAM FOLSOM 9047445700 To:7275355853 P.49/94
From: TA:10.100.0.2:32124,7275355522 Page: 37/60 Date: 7/25/2011 2:38:04 PM

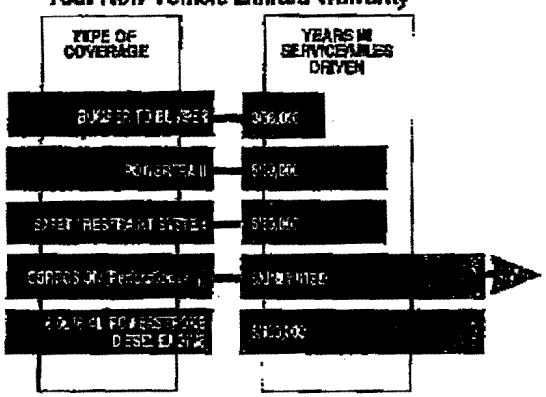
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- **What is Covered?** (pages 8-12)
- **What is Not Covered?** (pages 13-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below.)

EA11-003 000596LC

JUL-22-2011 16:27 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.51/94
From: TA:10.100.0.2:32124,7275355522 Page: 38/60 Date: 7/25/2011 2:38:05 PM

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-35,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts (cylinder block, cylinder heads, mechanical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the 5.0L/6.4L PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly (6.4L), turbo-charger actuator (6.4L), powertrain control module, engine control module (6.4L), high pressure fuel injection pump assembly (6.4L), electronic driver unit, injectors

EA11-003 000597LC

injection pressure sensor, fuel rail pressure sensor (6.4L), high pressure oil regulator, exhaust back pressure regulator and sensor exhaust pressure sensor (6.4L), manifold pressure sensor (6.4L), intake air temperature sensor (6.4L), crankshaft position sensor (6.4L), camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31

Expedition Limousine Limited Warranty

If you have purchased or leased a 2010-model Expedition EL (equipped with the 17L Builder's Package) converted into a limousine by a Ford Qualified Vehicle Modifier, your Expedition EL is eligible for the Ford Limousine Limited Warranty coverage for three years or 100,000 miles, whichever occurs first. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty addendum card that was given to you when you took delivery of your 2010-model Expedition EL Limousine for details of the Ford Limousine Limited Warranty. See page 36 for additional details about the 17L Limousine Builder Package.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements

JUL-22-2011 15:30 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.53/94
From: TA:10.100.0.2:32124,7275355522 Page: 39/60 Date: 7/25/2011 2:38:05 PM

injection pressure sensor, fuel rail pressure sensor (6.4L), high pressure oil regulator, exhaust back pressure regulator and sensor exhaust pressure sensor (6.4L), manifold pressure sensor (6.4L), intake air temperature sensor (6.4L), crankshaft position sensor (6.4L), camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31

Expedition Limousine Limited Warranty

If you have purchased or leased a 2010-model Expedition EL (equipped with the 17L Builder's Package) converted into a limousine by a Ford Qualified Vehicle Modifier, your Expedition EL is eligible for the Ford Limousine Limited Warranty coverage for three years or 100,000 miles, whichever occurs first. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty addendum card that was given to you when you took delivery of your 2010-model Expedition EL Limousine for details of the Ford Limousine Limited Warranty. See page 36 for additional details about the 17L Limousine Builder Package.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent, stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements

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Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle, and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Where a vehicle has no factory-related defect, and is therefore not entitled to a warranty related repair, replacement or adjustment, it is Ford policy nonetheless to provide certain maintenance items, when necessary, free of charge during a Limited period:

- wiper blade replacements will be provided during the first 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) will be provided during the first 12 months or 12,000 miles in service, whichever occurs first
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, food spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses
  - cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modifications

- the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted Expedition EL Limousines that are not equipped with the Limousine Builder's Package (17L) Option, or if the wheelbase is extended beyond 140 inches, or if the Gross Vehicle Weight Rating (GVWR) exceeds 9,900 pounds. See important information about Expedition EL limousine conversion (page 36).
- any other Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty. See important information about conversions (page 36).
- converted ambulances that are not equipped with the Ford Ambulance Prep Package. see important information about ambulance conversions (page 35).

JUL-22-2011 16:35 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.55/94 From: TA:10.100.0.2:32124.7275355522 Page: 40/60 Date: 7/25/2011 2:38:05 PM

EA11-003 000600LC

20. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1833

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

21. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

[illegible]

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

JUL-22-2011 16:38 From:WILLIAM FOLSOM 9047445700 To:7275305863 P.57/94
From: TA:10.100.0.2:32124,7275355522 Page: 41/60 Date: 7/25/2011 2:38:06 PM

*Sent Via E-Fax

Ford Motor Company
World Headquarters
One American Road
Dearborn, Michigan 48126-2798

July 19, 2011

William E. Folsom, Esq
1100 Cesery Blvd
Ste 1
Jacksonville, FL 32211

RE: [redacted]
VIN: 1FTSW2BRXAE[redacted]
2010 F250

Motor Vehicle Defect Notification

Dear Mr. Folsom

I am in receipt of your letter dated June 24, 2011. If you have not already done so, please forward the following documents into our office:

- retainer/agreement signed by your client
- current vehicle registration
- sales/lease agreement
- all applicable repair orders
- any receipts to be considered for reimbursement
- documents supporting commercial use (company purchase, insurance, fuel, mileage)
- current status of vehicle (location of vehicle, current odometer mileage)

In addition, if a vehicle refund is being requested, please have your client fill out and sign the authorization listed below.

"I authorize _____ to release the payment history and loan balance for my xxxx/xxxx to Ford Motor Company

(X) _____ Acct/# _____

Lending Institution's Phone# _____

A review of your client's claim will begin when these documents have been received by our office. *Also, I am requesting a Final Repair Attempt on this vehicle. I will contact you with the schedule for our Field Service Engineer in your area. Please note, alternate transportation will not be provided during the final repair attempt.* If you need to contact me or have additional information to submit, you may reach me by phone at (313) 845-2881 or by fax at (888) 699-4620.

Respectfully yours

Sent Electronically

La Shawn Rudolph
Research Analyst/Office of the General Counsel

THE LAW OFFICES OF WILLIAM E. FOLSOM, P.A.
1100 CESERY BLVD., SUITE 3
JACKSONVILLE, FLORIDA 32211
TELEPHONE: (904) 744-5997
FACSIMILE: (904) 744-5700

Fax Cover Sheet

Date: July 22, 2011

To: Todd Eikenberry (727) 530-5863
BBB Autoline

From: William E. Folsom, P.A.

Number of pages (including cover sheet):

X Urgent X Reply ASAP [redacted] Please Comment X For Your Records

RE: [redacted] v. Ford Motor Co., #FRD1121987

Enclosed please find supplemental materials in connection with the above case. Upon review, please advise if anything further is still needed. Thank you kindly.

Very truly yours,

Will Folsom, Esq.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address listed above via the U.S. Postal Service. Thank you.

Please telephone (904) 744-5997 if you do not receive all pages.

THE LAW OFFICES OF WILLIAM E. FOLSOM, P.A.
1100 CESERY BLVD., SUITE 3
JACKSONVILLE, FLORIDA 32211
TELEPHONE: (904) 744-5997
FACSIMILE: (904) 744-5700

FRD1121987
4 pages
Coth

Fax Cover Sheet

Date: July 22, 2011

To: Todd Eikenberry (727) 530-5863
BBB Autoline

From: William E. Folsom, P.A.

Number of pages (including cover sheet): 3

X Urgent X Reply ASAP X Please Comment X For Your Records

RE: [redacted] v. Ford Motor Co., #FRD1121987

Enclosed please find a copy of the certified mail return receipt requested, and a printout from USPS, also acknowledging mailing and delivery of the same. I contacted my client regarding the 8/3/11, 2:30 P.M., tentative arbitration date, and ~~I am currently awaiting his response~~.

he just called back & said that date/time is fine!

Regards,

Will Folsom, Esq.

WEF

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address listed above via the U.S. Postal Service. Thank you.

Please telephone (904) 744-5997 if you do not receive all pages.

Case Number: FRD1121987

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Vibration		3		Yes no
Engine Runs Rough		3		Yes no
Engine Check Light OnWarning Message		3		Yes no
Shaking		3		Yes no
Shutting Off		1		Yes no
Starting Problems		1		Yes no
Fuel Injectors Leaking		1		Yes no
Diesel FumesExhaust Smell Coming Through Vents		3		yes
Intershift Delay		1		Yes no

* Vehicle is currently at servicing dealer AGAIN !

Total days out of service for all problems:

Signature of Titled Owner(s) [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE

July 12, 2011

[redacted]
JACKSONVILLE FL[redacted]

Re: FRD1121987 [redacted] vs Ford Motor Corporation 1FTSW2BRXAE[redacted]

Dear Mr. [redacted] C/O William E. Folsom, Esq.:

We have made two attempts to contact you by telephone to discuss your case. We need to hear from you before we can proceed. Please call the BBB as soon as possible at 800.955.5100.

The BBB AUTO LINE program operates in accordance with federal regulations that require us to complete each case within 40 days. Your help is necessary in order to move ahead. If we do not hear from you **within seven days** from the date on this letter, we will have to close your case.

If your case is closed, and you later decide to pursue your case through the BBB AUTO LINE program, a new case will be opened. If a new case is filed, we will make a new eligibility determination based on the manufacturer Program Summary guidelines in effect at that time.

We look forward to helping you in the resolution of your claim and await your call.

Sincerely,

Todd Eikenberry at Extension 240

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1121987
Customer Name: [redacted]
VIN: 1FTSW2BRXAE[redacted]

Start Date: 06/27/11
State: FL
Probable Hearing Location: Jacksonville

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To: Completed by: _____ Date: ___/___/___
BBB AUTO LINE Future contact: _____
Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1121987
Contact Date: 06/24/11
Start Date: 06/27/11

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted] C/O William E. Folsom, Esq.

Mailing address: [redacted]

City: Jacksonville State: FL Zip code: [redacted]

Day phone: [redacted] Evening phone: [redacted] Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-250 Year: 2010 Current mileage: 22000

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , FL

Primary Servicing dealer/city/state: MIKE SHAD FORD AT THE AVENUES,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 01/30/10 Mileage at purchase/lease:

First repair attempt date: 09/16/10 First repair attempt mileage: 12156

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Refund or perhaps, Replacement, if acceptable to consumer.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FTSW2BRXAE[redacted]

Lienholder/Leasing Company _____ **Phone Number**_____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days** **6/10/07 12,700 miles 1 day**	**yes**
Vibration		3		no
Engine Runs Rough		3		no
Engine Check Light OnWarning Message		3		no
Shaking		3		no
Shutting Off		1		no
Starting Problems		1		no
Fuel Injectors Leaking		1		no
Diesel FumesExhaust Smell Coming Through Vents		3		yes
Intershift Delay		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

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Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days** **6/10/07 12,700 miles 1 day**	**yes**
Axle Leak		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE

June 27, 2011
Re:FCLF1 FRD1121987: [redacted] vs Ford Motor Corporation
1FTSW2BRXAE[redacted]

THE LAW OFFICES OF WILLIAM E FOLSOM P
1100 CESERY BLVD STE 3
JACKSONVILLE FL 32211

Dear William E. Folsom, Esq.:

The BBB AUTO LINE program works with consumers and the Ford Motor Company to resolve warranty concerns.

This letter is to acknowledge your contact in reference to your automotive complaint and includes instructions and forms for filing with the BBB AUTO LINE program.

Please review the information outlined below and follow the instructions carefully:

Step 1: Read the enclosed brochure *How BBB AUTO LINE Works* and the *Program Summary*. These will explain the following:

* How to use our program
* The steps for you to follow to enable us to process your dispute
* What claims are eligible and the remedies available through the program
* What information will be considered in evaluating your claim
* The time period in which your case will be handled

Step 2: Review the enclosed *Customer Claim Form (CCF)*. Please complete the packet including the grid to give details about each vehicle problem on which your claim is based. This form must be signed by all titled owners of the vehicle.

Step 3: Please provide one clear copy of the following documents, preferably on standard size paper:

* Sales or lease agreement containing the vehicle purchase price, sales tax, and other expenses associated with the purchase or lease; financing agreement, if any.
* Current vehicle registration
* All repair orders and work orders for repairs to the vehicle. Please Include proof of payment if you are seeking reimbursement.

Step 4: Attach one copy of the documents listed in Step 3 to the signed *Customer Claim Form (CCF)*. Please use a paperclip rather than stapling the documents. DO NOT SEND originals.

Step 5: Please fax your completed packet to 703-247-9700 or mail to:

BBB AUTO LINE,
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203.

If possible, please use a large size envelope so you do not have to fold documents.

Please call me at 800-955-5100 if you have any questions of if I may be of help.

Please note that the Florida lemon law also provides for arbitration through a state-run arbitration board, and sets specific time limits for filing a claim. To obtain further information about eligibility for the state-run program, please contact the Division of Consumer Services' Lemon Law Hotline at (800) 321-5366. If we fail to render a decision within 40 days, or if you are not satisfied with the results of BBB AUTO LINE arbitration, you may, if your case is eligible, pursue your claim through the state arbitration program.

Sincerely,

Todd Eikenberry at Extension 240

BBB AUTO LINE

June 27, 2011

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1121987[redacted] vs Ford Motor Corporation 1FTSW2BRXAE[redacted]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form* (*CCF*), and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Todd Eikenberry at Extension 240

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1121987
Contact Date: 06/24/11
Start Date: 06/27/11

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted] C/O William E. Folsom, Esq.

Mailing address: [redacted]

City: Jacksonville State: FL Zip code: [redacted]

Day phone: [redacted] Evening phone: [redacted] Cell phone:

Fax: E-mail [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-250 Year: 2010 Current mileage: 22000

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , FL

Primary Servicing dealer/city/state: MIKE SHAD FORD AT THE AVENUES,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 01/30/10 Mileage at purchase/lease:

First repair attempt date: 09/16/10 First repair attempt mileage: 12156

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Refund or perhaps, Replacement, if acceptable to consumer.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FTSW2BRXAE[redacted]

Lienholder/Leasing Company _____ **Phone Number**_____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days** **6/10/07 12,700 miles 1 day**	**yes**
Vibration		3		no
Engine Runs Rough		3		no
Engine Check Light OnWarning Message		3		no
Shaking		3		no
Shutting Off		1		no
Starting Problems		1		no
Fuel Injectors Leaking		1		no
Diesel FumesExhaust Smell Coming Through Vents		3		yes
Intershift Delay		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Axle Leak		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Florida

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims covered by the Florida lemon law must be filed with BBB AUTO LINE within 60 days after the expiration of the Lemon Law Rights Period (the period ending 24 months after the date of the vehicle's original delivery to a customer).

Claims not covered by the Florida lemon law and seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims not covered by the Florida lemon law and seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Florida lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Florida lemon law if they are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- Currently registered in Florida; and
- Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Florida lemon law, the following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles and F-series cab and chassis.

Claims involving Ford motor homes may be filed with the Florida Pilot RV Mediation and Arbitration Program, and are not eligible for BBB AUTO LINE.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Florida lemon law **or** meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Florida lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

Repurchase of an Owned Vehicle

Ford will refund the following amounts when repurchasing an owned vehicle:

1. *Purchase price of the vehicle.* This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle;
2. *Collateral charges.* These are reasonably-incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
   a. sales taxes and title charges;
   b. manufacturer-installed or agent-installed items or service charges;
   c. earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

"Purchase price" excludes debt from a previous transaction. "Allowance for trade-in vehicle" means the net trade-in allowance as reflected in the purchase contract if acceptable to the customer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in.

Repurchase of a Leased Vehicle

Ford will refund the following amounts when repurchasing a leased vehicle:

To the lessee:

1. *Lessee Cost.* This is the total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction;
2. *Collateral charges.* These are reasonably-incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

To the lessor:

The *Lease Price* MINUS the *Lessee Cost.*

Lease Price means the capitalized cost and each of the following items to the extent not included in the capitalized cost:

1. The lessor's earned rent charges through the date of repurchase;
2. Collateral charges, if applicable;
3. Any fee paid to another to obtain the lease;
4. Any insurance or other costs expended by the lessor for the benefit of the lessee; and
5. An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.

Replacement

Ford will provide a new vehicle from dealer inventory that is identical or *reasonably equivalent* to the vehicle to be replaced, as that vehicle existed at the time of purchase.

> "Reasonably equivalent" means that the manufacturer's suggested retail price ("M.S.R.P.") of the replacement vehicle does not exceed 105% of the M.S.R.P. of the vehicle to be replaced.

Ford will also refund to the customer the following amounts when replacing a vehicle:

1. *Collateral charges.* These are reasonably incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
    a. sales taxes and title charges;
    b. manufacturer-installed or agent-installed items or service charges;
    c. earned finance charges; and
2. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator finds that the claim meets all elements of the Florida lemon law, then the **repurchase** award will be reduced, or the **replacement** award will require payment, for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{number of miles attributable to a customer up to the date of the arbitration hearing}}{120{,}000} \times \text{vehicle purchase price}$$

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Florida lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase** in a claim that does **not** meet all elements of the Florida lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

STANDARDS OF THE FLORIDA LEMON LAW
Motor Vehicle Warranty Enforcement Act

The following is a brief explanation of most relevant provisions of the Florida lemon law. The complete text of the lemon law can be found at Florida Stat. Ann. Section 681.10 *et seq.*

To obtain a "Consumer Guide to the Florida Lemon Law," or speak with someone about the Lemon Law, consumers in Florida may call the Florida Department of Agriculture & Consumer Services's Lemon Law Hotline at 1-800-321-5366, or 1-850-488-2221 for consumers outside Florida.

VEHICLES COVERED

The Florida lemon law covers cars and trucks that are sold in Florida to transport persons or property. This includes demonstrators, recreational vehicles (other than the living facilities), and also leased vehicles if the lessee is responsible for repairs. The Florida lemon law does not cover vehicles run only on tracks, off-road vehicles, trucks over 10,000 pounds G.V.W., motorcycles, mopeds, or the living facilities of recreational vehicles.

CONSUMERS COVERED

The lemon law covers any of the following:

1. The purchaser, other than for purposes of resale, or the lessee, of a vehicle primarily used for personal, family or household purposes;
2. Any person to whom such vehicle is transferred for the same purposes during the duration of the Lemon Law Rights Period; or
3. Any other person entitled by the terms of the warranty to enforce the obligations of the warranty.

Subsequent owners are covered if the vehicle is transferred from one consumer to another during the Lemon Law Rights Period (24 months from original delivery).

VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

PROBLEMS COVERED THE FLORIDA LEMON LAW

The lemon law covers vehicle nonconformities. A nonconformity is defined as a defect or condition that substantially impairs the use, value or safety of a vehicle. In addition, the lemon law requires repurchase/replacement only if the nonconformity causes the vehicle to not conform to the warranty.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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This does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the vehicle by persons other than the manufacturer or its authorized service agent.

LEMON LAW RIGHTS PERIOD

The Lemon Law Rights Period established by the lemon law is the period ending 24 months after the date of original delivery of the vehicle to a consumer.

MANUFACTURER'S DUTY TO REPAIR

If a motor vehicle does not conform to the warranty and the consumer first reports the problem to the manufacturer or its authorized service agent during the Lemon Law Rights Period, the manufacturer or its authorized service agent shall repair the motor vehicle, even if the repairs are made after the Lemon Law Rights Period.

FINAL REPAIR ATTEMPT

The lemon law gives the manufacturer the right to a final repair attempt after there are 3 repair attempts for the same nonconformity or after the vehicle has been out of service for 15 days or more for the repair of one or more nonconformities.

After three repair attempts:

After three attempts have been made to repair the same nonconformity, the consumer must give written notice to the manufacturer, by registered or express mail, of the need to repair the nonconformity.

After the manufacturer receives the consumer's notice by registered or express mail, the manufacturer must respond within 10 days and give the consumer the opportunity to have the vehicle repaired at a reasonably accessible repair facility within a reasonable time after the consumer's receipt of the response.

After the vehicle is delivered to that facility, the manufacturer must correct the nonconformity within 10 days.*

*For recreational vehicles, the manufacturer has 45 days (not 10) to correct the nonconformity.

The requirement for the manufacturer to be given a final repair attempt does not apply if the manufacturer does not properly respond to the consumer within 10 days of receipt of the consumer's notice, or if it does not perform the repairs within the prescribed time periods.

After 15 days out of service:

If the motor vehicle is out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 15 or more days, exclusive of down time for routine maintenance prescribed by the owner's manual,

the consumer must give written notice to the manufacturer by registered or express mail.

After receiving the registered or express mail notice from the consumer, the manufacturer or its agent has an opportunity to inspect or repair the vehicle.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or its authorized service agent cannot conform a vehicle to its warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer must either repurchase or replace the vehicle. The consumer has a right to choose repurchase rather than replacement.

REASONABLE NUMBER OF REPAIR ATTEMPTS

It is presumed that a reasonable number of repair attempts have been made if, during the Lemon Law Rights Period, either:

1. The same nonconformity has been subject to repair at least three times by the manufacturer or its authorized service agent, plus a final attempt by the manufacturer after receiving the registered or express mail notice from the consumer, and the nonconformity continues to exist; or
2. The vehicle has been out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 30* or more days, exclusive of down time for routine maintenance prescribed by the owner's manual. The manufacturer must have had the opportunity for a final repair attempt as described above. The 30 and 60 day periods may be extended if repair services are not available because of war, invasion, strike, fire, flood, or natural disaster.

   *For recreational vehicles, the days out of service is 60 (not 30).

Regulations define "repair attempt" as the replacement of a component, or some adjustment made, to correct a substantial defect or condition covered by the manufacturer's warranty. An examination of a reported defect or condition, without a subsequent adjustment or component replacement, may be considered a repair attempt if it is later shown that repair work was justified. Examination or repair performed by anyone other than the manufacturer or its authorized service agent is not considered a repair attempt.

Regulations define "out-of-service day" as any day, including weekends and holidays, when the vehicle is left at an authorized service agent or manufacturer's designated repair facility for an examination or repair of one or more substantial defects or conditions covered by the manufacturer's warranty. The days for each visit start on the day the vehicle is brought in to the repair facility and end on the day the work is completed. If the vehicle is left at the repair facility for routine maintenance, repair of minor defects, or repairs to defects first reported after the lemon law rights period expired, the days will not be considered as out-of-service days.

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DISPUTE RESOLUTION

The lemon law provisions requiring repurchase or replacement of a nonconforming motor vehicle do not apply to a consumer who has not first used a dispute settlement procedure if:

1. The procedure has been certified by the Division of Consumer Services as complying with 16 C.F.R. Part 703 and the lemon law and regulations; and
2. At the time of the vehicle's acquisition, the manufacturer informed the consumer in writing how and where to file a claim with the procedure.

TIME PERIOD FOR FILING CLAIMS

If a manufacturer participates in a certified dispute settlement procedure, the consumer must file a claim with the certified procedure no later than 60 days after the expiration of the Lemon Law Rights Period.

A consumer may file a claim with the Florida New Motor Vehicle Arbitration Board if:

1. The certified procedure does not render a decision within 40 days of filing;
2. The consumer is not satisfied with the certified procedure's decision or the manufacturer's compliance with the decision; or
3. The manufacturer does not participate in a certified procedure.

The claim must be filed with the Florida New Motor Vehicle Arbitration Board no later than 60 days after the expiration of the Lemon Law Rights Period or 30 days after the final action of a certified procedure, whichever date occurs later.

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REMEDIES UNDER THE FLORIDA LEMON LAW

REPURCHASE OF OWNED VEHICLE

Basic Repurchase Amount

The Florida lemon law provides that the manufacturer must refund the following amounts when repurchasing a vehicle under the lemon law:

1. *Purchase price of the vehicle.* This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle;

2. *Collateral charges.* These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:

   a. sales taxes and title charges;
   b. manufacturer-installed or agent-installed items or service charges;
   c. earned finance charges; and

3. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

"Purchase price" excludes debt from a previous transaction. "Allowance for trade-in vehicle" means the net trade-in allowance as reflected in the purchase contract if acceptable to the consumer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in. The manufacturer is responsible for providing the applicable NADA book.

The refund will be paid to the consumer and lienholder of record, if any, as their interests may appear.

Deductions from Amount Paid to Purchaser

The Florida lemon law provides that the following deduction must be made as a reasonable offset for the vehicle's use:

$$\text{offset for use} = \frac{\text{number of miles attributable to a consumer up to the date of the arbitration hearing}}{\text{120,000 (60,000 for recreational vehicles)}} \times \text{vehicle purchase price}$$

The Office of the Attorney General interprets "miles attributable to a consumer" to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

REPURCHASE OF LEASED VEHICLE

Basic Repurchase Amount

The Florida lemon law provides that the manufacturer must refund the following amounts when repurchasing a leased vehicle under the lemon law:

To the lessee:

1. *Lessee Cost.* This is the total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction;
2. *Collateral charges.* These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

To the lessor:

The *Lease Price* MINUS the *Lessee Cost*.

Lease Price means the capitalized cost and each of the following items to the extent not included in the capitalized cost:

1. The lessor's earned rent charges through the date of repurchase;
2. Collateral charges, if applicable;
3. Any fee paid to another to obtain the lease;
4. Any insurance or other costs expended by the lessor for the benefit of the lessee; and
5. An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.

Deductions from Amount Paid to Lessee

The Florida lemon law provides that the following deduction must be made as a reasonable offset for the vehicle's use:

$$\text{offset for use} = \frac{\text{number of miles attributable to a consumer up to the date of the arbitration hearing}}{\text{120,000 (60,000 for recreational vehicles)}} \times \text{vehicle purchase price}$$

The Office of the Attorney General interprets "miles attributable to a consumer" to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

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REPLACEMENT

When replacing a vehicle under the Florida lemon law, the manufacturer must provide a new vehicle that is identical or *reasonably equivalent* to the vehicle to be replaced, as that vehicle existed at the time of purchase.

> "Reasonably equivalent" means that the manufacturer's suggested retail price ("M.S.R.P.") of the replacement vehicle does not exceed 105% of the M.S.R.P. of the vehicle to be replaced. In the case of a recreational vehicle, the retail price of the replacement vehicle will not exceed 105% of the purchase price of the recreational vehicle to be replaced.

The Florida lemon law also provides that the manufacturer must refund to the consumer the following amounts when replacing a vehicle under the lemon law:

1. *Collateral charges.* These are reasonably incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
    a. sales taxes and title charges;
    b. manufacturer-installed or agent-installed items or service charges;
    c. earned finance charges; and

2. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

The consumer must pay a reasonable offset for the vehicle's use in accordance with the following formula:

$$\text{offset for use} = \frac{\text{number of miles attributable to a consumer up to the date of the arbitration hearing}}{\text{120,000 (60,000 for recreational vehicles)}} \times \text{vehicle purchase price}$$

The Office of the Attorney General interprets "miles attributable to a consumer" to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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F

6

CI/

Motor Vehicle Defect Notification

(Please print clearly in ink. If you do not wish to receive letters or other written solicitations from private attorneys, check below)

☑ **I DO NOT WISH TO RECEIVE WRITTEN SOLICITATION MATERIALS FROM AN ATTORNEY**

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

☑ **The vehicle has been out of service at least 15 days to repair one or more substantial defects.**

☑ **3 or more repair attempts have been made to repair the same substantial defect or condition.**

Description of continuing defect(s) or condition(s) Check engine light on, shaking, warning messages, vehicle shutting off, starting problems, running rough, losing power, diesel fumes, exhaust fumes, vibration, shift delay, etc.*

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle Make FORD Model F250 Year 2010

VIN 1FTJSW2BRXAE[redacted] Date of Delivery 01/30/2010

Name and City/State of selling dealer or leasing company (if applicable) Mike Shad Ford @ the Avenues Jacksonville, Florida

Name and City/State of authorized service agent(s) attempting previous repairs: Mike Shad Ford at the Avenues, Jacksonville, Florida

Consume[redacted] Home phon[redacted]

Address c/o William E. Folsom, Esquire, The Law Offices of William E. Folsom, P.A. Work phon[redacted]

1100 Cesery Blvd., Ste. 3, Jacksonville, FL 32211-5656 Signature [signature], as agent/attorney/representative (1/98)

Date Mailed 6/24/11

*smoking, fuel injectors leaking, etc.

OFFICE OF THE GENERAL COUNSEL
11 JUN 28 A11:11
LITIGATION PRACTICE GROUP

CONSUMER AFFAIRS SECTION
11 JUN 27 A11:25

[redacted]

NC

LAW OFFICES OF STEVEN STANCROFF
CONSUMER PROTECTION ATTORNEYS

Steven Stancroff
Mark P. Romano*
Steven Mikhov**

6047 Tyvola Glen Circle
Charlotte NC 28217
Telephone (877) 575-3666
Facsimile (877) 575-9666
www.Lemon-Law.to

*Admitted in CA and MI only
**Admitted in CA only

December 10, 2010

Ford Motor Company FCSD - Consumers Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

RECEIVED
DEC 16 2010

10 DEC 14 AM 11

CONSUMER AFFAIRS SECTION

Re: [redacted]
2010 Ford F-250
VIN 1FTSW2BRXAE[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Mr. [redacted]s claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Mr[redacted] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of both the North Carolina Lemon Law and Magnuson-Moss Warranty Act. As such, Mr. [redacted] respectfully requests that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

LAW OFFICES OF STEVEN STANCROFF

Steven Stancroff

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CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

CUSTOMER NO. 119719	ADVISOR JEFFERY ALAN CLARK 563	TAG NO. 3683	INVOICE DATE 06/29/10	INVOICE NO. POCS626474
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 10,210	COLOR OXFORD WHT/	STOCK NO. 1080299
APEX, NC [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/S-DTY F-250/CREW CAB S		DELIVERY DATE 03/17/10	DELIVERY MILES
[redacted]	VEHICLE I.D. NO. 1FT7W2BRXAE [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	[redacted]	P.O. NO.	R.O. [redacted]	
[redacted]	BUSINESS PHONE	COMMENTS E# 99R		MILEAGE OUT 10215

LABOR & PARTS

J# 1 19FOZ DIESEL ENG/DRIVEABIL TECH(S):941 WARRANTY

CUST STATES VEH WILL TURN OVER WITHOUT STARTING AFTER RUNNIN
FOR AWHILE AND COMING BACK OUT
VEHICLE STARTED AND RAN FINE AT FIRST TRY. WARMED ENGINE
AND ATTEMPTED TO DUPLICATE NO-START CONDITION. CMDTC
PRESENT P2291, ICP TOO LOW WHILE CRANKING. ATTEMPTED TO
RECREATE CODE. CODE DID NOT RETURN. PERFORMED PPT FOR P2291.
PERFORMED FVC AND FPC ADAPTIVE LEARNING PARAMETER RESET.
RETESTED. PASSED. CONCERN WAS NEVER DUPLICATED.
THANK YOU FOR CHOOSING CROSSROADS FORD SERVICE. CARY NC.

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

CROSSROADS FORD APPRECIATES YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU IN THE FUTURE.

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

CASH ( ) CHECK ( ) CHECK# ( )

VISA ( ) M/C ( ) AMEX ( )

CHARGE ( )

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby disclaims all warranties, either express or implied including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Attorney's fees and/or collection cost may be added if collection of past due account becomes necessary.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SERVICE HOURS
Mon. - Fri. 7:30 A.M. - 6 P.M.
SATURDAY 8:00 A.M. - 6 P.M.

IMPORTANT
VERY SHORTLY YOU MAY RECEIVE A SURVEY DIRECTLY FROM THE MANUFACTURER. THIS IS OUR REPORT CARD. IF YOU CANNOT GRADE US "COMPLETELY SATISFIED," PLEASE CONTACT ME IMMEDIATELY!
CHRIS ZINK
SERVICE MANAGER

THANK YOU FOR YOUR BUSINESS!

ALL RECOMMENDED SERVICES ARE BY CROSSROADS FORD AND MAY VARY FROM MANUFACTURERS SPECIFICATIONS.

The Reynolds and Reardon Company EHAP751145 D2220326 Q 11/08

CROSSROADS FORD CARY

1660 PINEY PLAINS ROAD
CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

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CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
119719	JEFFERY ALAN CLARK 563	3080	07/12/10	FOCS627880
[redacted] APEX, NC [redacted]	[redacted] 11,088	COLOR OXFORD WHT/	STOCK NO. T080299	
	YEAR / MAKE / MODEL 10/FORD TRUCK/S-DTY F-250/CREW CAB S	DELIVERY DATE 03/17/10	DELIVERY MILES	
	VEHICLE I.D. NO. 1FTSW2BRXAE[redacted]	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO	P.O. NO.	R.O. DATE 07/08/10	
REG# 9[redacted]	BUSINESS PHONE	COMMENTS E#-99R		MILEAGE OUT MO: 11089

LABOR & PARTS

J# 1 19FOZ DIESEL ENG/DRIVEABIL TECH(S):948 WARRANTY

CUST STATES VEH CUT OFF ON HWY DOING AROUND 65MPH, OIL LIGHT CAME ON. CHECKED OIL. IT IS FULL. WOULD NOT RESTART. STILL WILL NOT START AFTER BEING TOWED IN AND SITTING OVERNIGHT. VERIFIED ENGINE WILL NOT START. PERFORMED HARD START DIAG STEPS 1-13. 1. VISUAL INSPECTION PASSED. 2. OIL LEVEL AND QUALITY OK - CAC CLEAN. 3. NA. 4. NO INTAKE OR EXHAUST RESTRICTION. 5. KOEO PASSED. 6. CMDTCS P2291, P0087, P0088. 7. CLEARED FUEL TABLES, ENGINE STILL NO-START. 8. INJECTOR ELECTRICAL TEST PASSED. 9. BLED HIGH AND LOW PRESSURE FUEL SYSTEM. FUEL AERATED, VOLUME LOW AND ENGINE NO-START. 10. DRAINED FUEL CONDITIONING MODULE, FUEL CLEAN. 11. ELECTRIC FUEL PUMP PRESSURE TEST FAILED. 0-1 PSI. 12. FUEL MODULE INLET RESTRICTION TEST PASSED. 0-1 IN HG. SUSPECT FAULTY FUEL GUAGE AND LOW FUEL LEVEL. FUEL GUAGE READS 32 PERCENT FULL. PERFORMED PPT FOR FUEL GUAGE, FAILED, REMOVED TANK. TANK IS NEARLY EMPTY. TESTED SENDER UNIT, FAILED. SENDER READS 32 PERCENT WHEN TANK IS EMPTY. THIS MAY HAVE LED CUSTOMER TO RUN TANK DRY THROUGH NO FAULT OF HIS OWN. REPLACED SENDER. RETESTED, PASSED. FILLED TANK. RETESTED FUEL PRESSURE, FAILED. PUMP DAMAGED DUE TO LACK OF FUEL. REPLACED PUMP. RETESTED. PASSED. BLED FUEL SYSTEM. RETESTED, PASSED. ROAD TESTED, PASSED. REPAIR COMPLETE. CAUSAL PART 9275, SENDER, CONDITION 42. 96282 RELATED DAMAGE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	8C3Z-9G282-A	PUMP AS 253553		WARRANTY
JOB # 1	1	8C3Z-9275-T	SENDER 493014		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			~~JOB # 1 TOTAL LABOR & PARTS~~		~~0.00~~

TOTALS

CROSSROADS FORD APPRECIATES YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU IN THE FUTURE.

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

CASH ( ) CHECK ( ) CHECK# ( )

VISA ( ) M/C ( ) AMEX ( )

CHARGE ( )

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 01:17pm

The Reynolds and Reynolds Company ERA-NT8114 (C) 2010 10.00.01

DISCLAIMER OF WARRANTIES

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby disclaims all warranties, either express or implied including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

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CHRIS ZINK
SERVICE MANAGER

THANK YOU FOR YOUR BUSINESS!

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CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
119719	JEFFERY ALAN CLARK 563	3568	10/07/10	FOCS637072

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO.
		20,101	OXFORD WHT/	T080299

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/S-DTY F-250/CREW CAB S	03/17/10	

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T S W 2 B R X A E [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE	
		10/04/10	

BUSINESS PHONE	COMMENTS	MILEAGE OUT
	E# 99R	MO: 20108

APEX, NC [redacted]

LABOR & PARTS [redacted]

J# 1 19F0Z DIESEL ENG/DRIVEABIL TECH(S):941 WARRANTY

CUST STATES VEH RUNNING BAD AND LOSING POWER WHEN WET
VERIFIED ENGINE RUNS SOMEWHAT ROUGH INTERMITTENTLY. CMDTC
PASSED. ODDTC PASSED. FOUND COOLANT LEVEL LOW. TOPPED OFF
COOLANT. PRESSURE TESTED SYSTEM, FAILED. COOLANT LOSS
AT EGR COOLERS. VACUUM TESTED, FAILED. SUSPECT ONE OR BOTH
EGR COOLERS. REMOVED HORIZONTAL AND VERTICAL EGR COOLERS.
TESTED BOTH COOLERS. VERTICAL PASSED, HORIZONTAL FAILED.
REPLACED HORIZONTAL EGR COOLER AND REINSTALLED VERTICAL
COOLER. INSPECTED THERMOSTAT, FAILED, THERMOSTAT STICKS.
REPLACED THERMOSTAT. REMOVED COOLANT PUMP AND INSPECTED
PUMP HOUSING AND FRONT COVER, PASSED, REASSEMBLED VEHICLE.
FLUSHED COOING SYSTEM. ENGINE OIL HAD SOME COOLANT SEEPAGE
FROM INGESTION FROM EGR COOLER PAST THE PISTON RINGS.
CHANGED ENGINE OIL AND FILTER. RETESTED, PASSED, ROAD
TESTED, PASSED, REPAIR COMPLETE.
CAUSAL PART 9F464. CODITION 01. ALL OTHERS RELATED DAMAGE.
THANK YOU FOR CHOOSING CROSSROADS FORD SERVICE. CARY NC.

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1		8C3Z-9F464-E	COOLER 454277		WARRANTY
JOB # 1	1		8C3Z-9E933-A	GASKET 270737		WARRANTY
JOB # 1	1		8C3Z-9E933-B	GASKET 272751		WARRANTY
JOB # 1	1		8C3Z-6N640-B	GASKET 270712		WARRANTY
JOB # 1	1		8C3Z-8507-B	GASKET 292445		WARRANTY
JOB # 1	4		-W302649	BOLT 294906		WARRANTY
JOB # 1	4		-W300050	NUT - H 845201		WARRANTY
JOB # 1	1		8C3Z-6753-A	GASKET 254136		WARRANTY
JOB # 1	1		8C3Z-8575-D	THERMOS 494620		WARRANTY
JOB # 1	1		8C3Z-8590-K	SEAL 496321		WARRANTY
JOB # 1	4		8C3Z-8590-PA	SEAL 496319		WARRANTY
JOB # 1	4		VC-7-B	ANTI-FR 719565		WARRANTY
JOB # 1	1		VC-8	ADDITIV 914834		WARRANTY
JOB # 1	3		PM-14	CLEANER 978217		WARRANTY
JOB # 1	1		9C3Z-8A080-AA	TANK AS 442273		WARRANTY
JOB # 1	1		VC-9	CLEANER 409000		WARRANTY
JOB # 1	1		PK2016DSD	FILTER CHANGE		WARRANTY
JOB # 1	1		FL-2016	KIT - E 848445		WARRANTY
JOB # 1	15		XO-15W40-DSD	OIL - E 618146		WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

DISCLAIMER OF WARRANTIES
The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby disclaims all warranties, either express or implied including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Attorney's fees and/or collection cost may be added if collection of past due account becomes necessary.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SERVICE HOURS
Mon. - Fri. 7:30 A.M. - 8 P.M.
SATURDAY 8:00 A.M. - 6 P.M.

IMPORTANT
VERY SHORTLY YOU MAY RECEIVE A SURVEY DIRECTLY FROM THE MANUFACTURER. THIS IS OUR REPORT CARD. IF YOU CANNOT GRADE US "COMPLETELY SATISFIED," PLEASE CONTACT ME IMMEDIATELY!
CHRIS ZINK
SERVICE MANAGER

THANK YOU FOR YOUR BUSINESS!

ALL RECOMMENDED SERVICES ARE BY CROSSROADS FORD AND MAY VARY FROM MANUFACTURERS SPECIFICATIONS.

The Reynolds and Reynolds Company ERANTSLME 0222622 D (1.08)

 [CONTINUED ON NEXT PAGE] 05:32pm

CROSSROADS FORD CARY

The Undisputed ... Price Leader!

1660 PINEY PLAINS ROAD
CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

Ford

CUSTOMER NO. 119719	ADVISOR JEFFERY ALAN CLARK 563	TAG NO. 3568	INVOICE DATE 10/07/10	INVOICE NO. FOC5637072
[redacted] ST APEX, NC [redacted]	LABOR RATE / LICENSE NO. / MILEAGE 20,101		COLOR OXFORD WHT/	STOCK NO. T080299
	YEAR / MAKE / MODEL 10/FORD TRUCK/S-DTY F-250/CREW CAB S		DELIVERY DATE 03/17/10	DELIVERY MILES
	VEHICLE I.D. NO. 1 F T S W 2 B R X A E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE 10/04/10	
RE[redacted] / BUSINESS PHONE	COMMENTS E# 99R			MILEAGE OUT MO: 20108

TOTALS

CROSSROADS FORD APPRECIATES YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU IN THE FUTURE.

CASH ( ) CHECK ( ) CHECK# ( )

VISA ( ) M/C ( ) AMEX ( )

CHARGE ( )

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

CUSTOMER SIGNATURE

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The Reynolds and Reynolds Company ERA#TS114E CC224092 Q 11/09

CROSSROADS FORD CARY

The Undisputed ... Price Leader!

1660 PINEY PLAINS ROAD
CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

CUSTOMER NO. 119719	ADVISOR JEFFERY ALAN CLARK 563	TAG NO. 3637	INVOICE DATE 11/19/10	INVOICE NO. POC5638615
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 21,363	COLOR OXFORD WHT/ STOCK NO. T080299
APEX, NC [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/S-DTY F-250/CREW CAB S		DELIVERY DATE 03/17/10	DELIVERY MILES
[redacted]	VEHICLE I.D. NO. 1FT S W 2 B R X A E [redacted]		SELLING DEALER NO.	PRODUCTION DATE
BUSINESS PHONE	E.T.E. NO.	P.O. NO.	R.O. DATE 10/18/10	MILEAGE OUT 21422
	CUSTOMER NAME E# 99R			

LABOR & PARTS

J# 1 19F0Z DIESEL ENG/DRIVEABIL TECH(S):941 INTERNAL

CUST STATES VEH LOSING POWER AND STUTTERING, ONLY HAPPENS WH
WHEN WET
PERFORMED SEVERAL TEST DRIVES UNDER RAINY AND HIGH HUMIDITY
CONDITIONS. ALL PERTINENT DATA PARAMETERS WERE MONITORED
DURING DRIVES. ON ONE OCCASION ONLY, THERE WAS A SLIGHT LOSS
OF POWER ON THROTTLE TIP-IN. THIS INCIDENCE LASTED LESS THAN
1 OR 2 SECONDS. ALL PARAMETERS WERE NORMAL DURING THIS
EVENT. AND NO CODES WERE EVER SET. FILED A HOTLINE REPORT
REGARDING THESE CONCERNS. HOTLINE ENGINEER STATED THAT THEY
ARE AWARE OF THIS ISSUE, AND THAT IS UNDER INVESTIGATION.
HOTLINE DIRECTED THAT THE CAC TUBES BE INSPECTED FOR WATER
INGESTION. WHICH WAS DONE ALREADY. NO WATER WAS PRESENT.
AIR INLET WAS MONITORED FOR ROAD MIST ENTERING MAF SENSOR.
NO ROAD MIST WAS EVER DETECTED: SSM 21525 ECHOS THE
COMMENTS-FROM FORD HOTLINE ENGINEER. THIS ISSUE WILL BE
MONITORED FOR FUTURE ENGINEERING SOLUTIONS AND RESOLUTION.
THANK YOU FOR CHOOSING CROSSROADS FORD SERVICE. CARY NC.

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 72F0Z LOANER LOANER CAR TECH(S):184 0.00
SERVICE LOANER CAR
SERVICE LOANER #69010 - F-150

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

CROSSROADS FORD APPRECIATES YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU IN THE FUTURE.

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

CASH ( ) CHECK ( ) CHECK# ( )

VISA ( ) M/C ( ) AMEX ( )

CHARGE ( )

CUSTOMER SIGNATURE

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CHRIS ZINK
SERVICE MANAGER

THANK YOU FOR YOUR BUSINESS!

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The Recycle is a Recycle Company. CHANGE NE 032403 0 (1109)

JAN 18, 2011 R/O CLOSE OUT Store 01 SERVC01 PORT 5205 3651

X. R/O NO.	643744 TYPE SERVICE D# 8 PR 1 ST S			11. ADVISOR	563
1. CUSTOMER	[redacted]			12. DATE IN	12/08/2010
	APEX NC [redacted]			13. TIME IN	03:48pm
PHONE(B)	PHONE(H) [redacted]			14. DATE PR	12/13/2010
				15. TIME PR	07:24pm
				16. TAG NO.	3799
2. SERIAL#	1FTSW2BRXAEB01744 PROD DT			17. MI I/O	23600/
LICENSE#	STK#T080299 DEL 03/17/2010			18. PO NO.	
DESC.	FT S-DTY F-250 OXFORD WHT CAML PERF L			19. COMMENTS.	
				20. RECOMMEN	
				21. JRNL PFX	PICKUP
3. JOBS (J#)	1 2 3			22.	
STATUS	HP HP				
4. LABOR	0.00	0.00		0.00	
5. PARTS	10.07	7782.52		0.00	
6. SUBLET	0.00	0.00		0.00	
7. G.O.G.	0.00	0.00		0.00	
8. MISC	0.00	0.00		0.00	
9. TAX	0.79	0.00		0.00	
10. EST $ [ ] TOTALS [C]	10.86	[W] 7782.52	[I]	0.00	

(S=SAVE)(I=INVOICE)(CR=CONS REACH)(W=CLAIMS)(ST=STATUS)(N=NEXT APPT)(TAB)

JAN 18, 2011 PARTS DISPLAY R/O 643744 Store 01 SERVC01 PORT 5205 3651

J#	PART-NO.....	DESCRIPTION...	T	COST....	QTY	PRICE...	EXT.PRC.	CWI	GRP
1	FO8C3Z-9E933-A	GASKET 270737	N	2.53	1	3.54	3.54	W	
1	FO8C3Z-9E933-B	GASKET 272751	N	2.53	1	3.54	3.54	W	
1	FO8C3Z-6753-A	GASKET 254136	N	0.16	1	0.22	0.22	W	
1	FO8C3Z-9A543-B	PUMP AS 417584	N	760.18	1	1064.25	1064.25	W	
1	FO8C3Z-9A543-B	CORE PRICE	N	150.00	1	150.00	150.00	W	
1	FO8C3Z-9G805-B	COVER - 477284	N	85.00	1	119.00	119.00	W	
1	FO8C3Z-9E527-A	KIT - F 307853	N	204.04	8	285.66	2285.28	W	
1	FO8C3Z-9E527-A	CORE PRICE	N	180.00	8	180.00	1440.00	W	
1	FO8C3Z-9T287-CA	MANIFOL 557691	N	269.00	1	376.60	376.60	W	
1	FO8C3Z-9T514-C	KIT - H 477285	N	53.69	1	75.17	75.17	W	
1	FO8C3Z-9N103-B	COOLER 291549	N	52.95	1	74.13	74.13	W	

BILL TYPE	COST	PRICE
CUSTOMER	3.84	10.07
WARRANTY	6013.18	7782.52
INTERNAL	0.00	0.00
TOTALS	6017.02	7792.59

(E=ENTER) (P=PAGE) (T=TRANSFER) (F=FORWARD) (S=SP ORD)

JAN 18, 2011 PARTS DISPLAY R/O 643744 Store 01 SERVC01 PORT 5205 3651

J#	PART-NO.....	DESCRIPTION...	T	COST....	QTY	PRICE...	EXT.PRC.	CWI	GRP
1	FO8C3Z-9N184-C	ELEMENT 493817	N	44.99	1	62.99	62.99	W	
1	FO8C3Z-9N104-B	TUBE - 291550	N	34.02	1	47.63	47.63	W	
1	FO8C3Z-9C273-A	TUBE AS 275789	N	27.79	1	38.91	38.91	W	
1	FO8C3Z-9C330-B	TUBE - 291546	N	58.03	1	81.24	81.24	W	
1	XF8C3Z-9192-A	VALVE A 257941	N	10.67	1	14.94	14.94	W	
1	FO8C3Z-9B337-A	PIPE - 273793	N	51.77	1	72.48	72.48	W	
1	FO-W303659	WASHER 477303	N	0.59	10	0.83	8.30	W	
1	FO7C3Z-6L612-B	GASKET 312291	N	4.14	1	5.80	5.80	W	
1	FO8C3Z-6N640-A	GASKET 264431	N	2.53	4	3.54	14.16	W	
1	FO8C3Z-6N640-B	GASKET 270712	N	2.55	2	3.57	7.14	W	
1	FO-W302649	BOLT 294906	N	2.25	8	3.15	25.20	W	

BILL TYPE	COST	PRICE
CUSTOMER	3.84	10.07
WARRANTY	6013.18	7782.52
INTERNAL	0.00	0.00
TOTALS	6017.02	7792.59

(E=ENTER)(P=PAGE)(T=TRANSFER)(F=FORWARD)(S=SP ORD)

JAN 18, 2011 PARTS DISPLAY R/O 643744 Store 01 SERVC01 PORT 5205 3651

J#	PART-NO.....	DESCRIPTION...	T	COST....	QTY	PRICE...	EXT.PRC.	CWI	GRP
1	FO-W302494	NUT 264374	N	0.89	6	1.25	7.50	W	
1	FO8C3Z-9N184-C	ELEMENT 493817	N	44.99	1	62.99	62.99	W	
1	FOFL-2016	KIT - E 848445	N	17.40	1	24.36	24.36	W	
1	FOXO-15W40-DSD	OIL - E 618146	N	2.71	15	3.79	56.85	W	
1	FO8C3Z-12A342-A	GLOW PL 257935	N	9.25	2	12.95	25.90	W	
1	FOXL-14	FLUID - 369243	N	3.99	5	5.59	27.95	W	
1	FOVC-7-B	ANTI-FR 719565	N	10.55	3	14.77	44.31	W	
1	FO9C3Z-5H267-B	CATALYS 444393	N	725.00	0	1015.00	0.00	W	
	PART ON SPECIAL ORDER				1				
1	FO9C3Z-5H221-B	FILTER 444386	N	1058.87	1	1482.42	1482.42	W	
1	FO7C3Z-5H247-B	KIT - E 442689	N	56.94	1	79.72	79.72	W	

BILL TYPE	COST	PRICE
CUSTOMER	3.84	10.07
WARRANTY	6013.18	7782.52
INTERNAL	0.00	0.00
TOTALS	6017.02	7792.59

(E=ENTER)(P=PAGE)(T=TRANSFER)(F=FORWARD)(S=SP ORD)

JAN 18, 2011 PARTS DISPLAY R/O 643744 Store 01 SERVC01 PORT 5205 3651

J#	PART-NO.....	DESCRIPTION...	T	COST....	QTY	PRICE...	EXT.PRC.	CWI	GRP
2	F05C3Z-10756-A	BOLT - 213821	T	2.99	1	8.86	8.86	C	
2	XF5C3Z-18865-A	NUT - L 213819	T	0.85	1	1.21	1.21	C	

BILL TYPE		COST	PRICE
CUSTOMER		3.84	10.07
WARRANTY		6013.18	7782.52
INTERNAL		0.00	0.00
TOTALS		6017.02	7792.59

(E=ENTER)(P=PAGE)(T=TRANSFER)(S=SP ORD)

JAN 18, 2011 LABOR OPERATION R/O 643744 Store 01 SERVC01 PORT 5205 3651

JOB#(1) OP/CODE 19FOZ DIESEL ENG/DRIVEABIL LT/?
LABOR(C/W/I) W JRNL PFX (C) (W) (I) VLR
BILLING TIME LABOR RATE 84.18 GRP
LABOR CHARGES NOTE
COMPLAINT CUST STATES THE VEH IS SMOKING WHEN DRIVING. SMOKES WHEN TAKING OFF. LAST HAPPENED AT 23365
CAUSE

CORRECTION

OTHER CHARGES	CUSTOMER	WARRANTY	INTERNAL
1. PARTS	0.00	7782.52	0.00
2. SUBLET	0.00	0.00	0.00
3. G.O.G.	0.00	0.00	0.00

L#	J#	TECH	NAME	F/H	T	DATE....	START	FINSH	HOURS	ADJ...TY	P
1	1	941	ROBERT A. STAR	F	W	12/10/10	16.90	17.70	0.00		
2	1	941	ROBERT A. STAR	F	W	01/07/11	13.70	17.00	6.00		U

TOTAL LABOR TIME 6.00

(B=BOOKED)(C=CHANGE)(CC=CCC SCREEN)(D=DELETE)(E=ENTER)(J=JRNL PFX)(TAB)

All Action Details for Issue

Print

VIN: 1FTSW2BRXAE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 798031760

Name: [redacted] Owner Status: Original WSD: 2010-03-17

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

Primary Phone: [redacted]

Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Secondary Phone:

Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 010100 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 06/25/2010 Action Time: 22.10.02.031 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 011000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 07/08/2010 Action Time: 22.28.48.687 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	ALMCW001 NHL			**Received:**	12/13/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BRXAE[redacted]			**Build Date:**	11/25/2009
Odometer :	23,600 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 00998 Crossroads Ford, Inc.			**Phone#:**	(919) 467-1881
City:	Cary	**State:**	North Caroli	**Country :**	USA

Originator: ROBERT STAR
Symptom: 4 03 4 99 ENGINE,EXHAUST SYSTEM,VISUAL SMOKE,NOT LISTED
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional Symptom: ERRATIC RELATIVE COMPRESSION
Fix: **Causal Component :**
Condition Code:

Hotliner: SPIENTON **Phone:** 313 317-6329 **Regn Cd:** S2 Charlotte
Engineering: **Phone:** **TAR:**
Dlr Contact: ROBERT STAR **Phone:** 919 467-1881 **Title Cde:** T

CLOSELY WHEN IT IS RAINING. REMOVE THE LOWER CAC TUBE TO INSPECT FOR WATER, DRAIN AND RETEST. THIS CONCERN IS BEING REVIEWED BY ENGINEERING, MONITOR OASIS FOR UPDATES.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM
Report Summary
Server: FCWS686

Ford Proprietary, Private

21-Dec-2010
Retention: None

KOEO:

KOEC:

KOER:

Comments:

REPAIR 12/13/2010 12:41PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES VEHICLE SMOKES WHILE DRIVING, SMOKES WHEN TAKING OFF. VERIFIED ENGINE SMOKES WHEN TAKING OFF AFTER CRUISE OR IDLING AT LIGHT. THE SMOKE TRAIL IS VERY LONG, 200-300 FEET, AND APPEARS TO BE FUEL RELATED. DIAGNOSTICS: ALL VISUAL INSPECTIONS PASSED. FUEL QUALITY IS OK. FUEL PRESSURE IS 3-5 PSI. ENGINE OIL LEVEL AND QUALITY OK. NO CODES. POWER BALANCE SHOWS CYLINDER 2 LOW, MINUS 15-20 WHEN COMPENSATION IS CANCELLED, WORSE WHEN WARM. RELATIVE COMPRESSION SHOWED CYLINDERS 1, 7, 4, 6 LOW, MINUS 4-6 PERCENT. THIS HAPPENS PRIMARILY ON WARM ENGINE, AND AFTER TURNED OFF FOR SEVERAL MINUTES. THIS IS USUALLY REPEATABLE. HERE IS THE ODD PART: SOMETIMES CYLINDERS 2, 3, 5, 8 SHOW 4-6 PERCENT LOW ON RELATIVE COMPRESSION UNDER SIMILAR CONDITIONS. MANUAL COMPRESSION SHOWS SIMILAR RESULTS. WHEN THIS OCCURS, THE CRANKING SOUNDS ERRATIC AND THE ENGINE SHAKES MORE THAN NORMAL. WHY DOES THIS FLIP, AND WHY ARE EVERY OTHER CYLINDER IN THE FIRING ORDER AFFECTED. PARTS REPLACED:: NONE AT THIS TIME TECH QUESTION: WHAT DO YOU BELIEVE IS CAUSING THIS ISSUE? OTHER THAN POSSIBLY A STUCK INJECTOR (NUMBER 2?) WHAT FURTHER DIAGNOSTICS SHOULD BE PERFORMED. WHY ARE THE RELATIVE COMPRESSION TESTS FLIPPING? THIS ENGINE IS WELL MAINTAINED. IS FUEL QUALITY GOOD? YES ARE FUEL FILTERS GOOD? YES WHAT IS THE FUEL PRESSURE? 3-5 PSI. BODY CONVERSION: STOCK

RECOMM 12/13/2010 12:41PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
ROBERT, THE RELATIVE COMPRESSION TEST IS THE LEAST INTRUSIVE TEST AND WILL GIVE US AN IDEA THERE MAY BE A CONCERN WITH THE BASE ENGINE. THE RELATIVE COMPRESSION TEST CAN BE AFFECTED WHEN THERE IS CONCERN WITH MULTIPLE CYLINDERS, IT WAS NOTED THE MANUAL COMPRESSION TEST WAS

PERFORMED. IF ANY CYLINDER INDICATED A 25PSI OF GREATER DIFFERENCE FROM THE HIGH READING CYLINDER THE ROOT CAUSE FOR THE LOW COMPRESSION WILL NEED TO BE DETERMINED. THIS COULD EXPLAIN THE REASON BEHIND THE ERRATIC RELATIVE COMPRESSION TEST RESULTS. IT WAS ALSO MENTIONED ON POSSIBLE CYLINDER INJECTOR MISFIRE FROM BEGIN HUNG OPEN, THIS CONDITION CAN ALSO AFFECT RELATIVE COMPRESS AND MANUAL COMPRESSION TEST RESULTS ON THE AFFECTED CYLINDER. PLEASE MAKE SURE THE STFTS WERE MONITORED ALONG WITH THE POWER BALANCE, SPECIFICATION FOR STFT IS -/+10%. IF ANY ISSUE IS FOUND THEN STEP 28 PER THE ON-LINE PC/ED SHOULD BE PERFORMED. WHILE STEP 28 IS BEING PERFORMED PLEAS ALSO INSPECT THE VALVE TRAIN COMPONENTS FOR ABNORMAL WEAR, DAMAGE AND MOVEMENT ISSUES. WITH CYLINDERS 2,3,5,8 BEING AFFECTED AND ON ONE DRIVER IN THE PCM PLEASE PERFORM AN INJECTOR BUZZ TEST TO CHECK FOR CIRCUIT FAULTS ASSOCIATED WITH THESE INJECTORS ALONG WITH CHECKING ALL CMDTCS. ONCE COMPLETED PLEASE UPDATE THE FORM WITH THE RESULTS. THANK YOU.

REPAIR **12/16/2010 03:25PM KEITH JONES MSS - FCSD - TECH SVC HOTLINE**

TECHNICIAN REPLY: THE RESULTS OF CONTINUED DIAGNOSTICS ARE AS FOLLOWS:
STFT 1/+5, 2/+5, 3/-1, 4/+3, 5/-3, 6/-5 7/-6, 8/+2, WARM ENGINE.
POWER BALANCE CONTINUES TO SHOW CYLINDER 2 DOWN 15-20, WORSE AT HIGHER RPM. ADDITIONAL FINDINGS NOT NOTED EARLIER- THE CAC HAD A SMALL AMOUNT OF FUEL-OIL MIX, BUT NOT ALOT. FROM THE CRANKCASE BREATHER TO THE FINAL TURBO OUTLET IS AS CLEAN AS NEW. IT APPEARS TO BE WASHED DOWN WITH FUEL VAPOR. NO OTHER 6.4 THAT WE HAVE SEEN HAS HAD THE TURBO OUTLET TO THE COLD SIDE CAC HOSE CLEAN BY ANY DEFINITION. THE CRANKCASE PRESSURE WAS NOT CHECKED PRIOR TO TEAR-DOWN, BUT THE MANUAL AND RELATIVE COMPRESSION RESULTS WOULD INDICATE GOOD SEALING. INDIVIDUAL CYLINDER LEAK-DOWN TESTS WERE 5PSI DROP AT 100PSI INLET. WE BELIEVE THAT VERY FINE FUEL VAPOR FROM A HIGH PRESSURE FUEL LEAK MAY BE ENTERING THE BREATHER, UNDER NORMAL CRANKCASE PRESSURE. WITH THE VALVE COVERS OFF, NO LEAKS WERE FOUND. ARE THERE ANY KNOWN SIMILAR ISSUES? THANK YOU.

RECOMM **12/16/2010 03:25PM KEITH JONES MSS - FCSD - TECH SVC HOTLINE**
ROBERT, DUE TO THE AMOUNT OF DIAGNOSTICS PERFORMED AND THE NATURE OF THIS CONCERN, IT IS RECOMMENDED TO CONTACT THE TECHNICAL HOTLINE BY TELEPHONE USING CONTACT ID 104232263.

REPAIR **12/16/2010 04:20PM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE**
TECH CALLING WITH A CONCERN OF THE VEHICLE EXPELLING WHITE FUEL ODORED SMOKE WHEN TAKING OFF FROM A STOP. DIAGNOSIS HAS FOUND THE INSIDES OF THE TURBO ASSEMBLIES TO BE CLEANER THAN ALL OTHER VEHICLES. FURTHER INSPECTIONS HAVE FOUND VARIOUS CYLINDERS TO SHOW A 4% OR MORE LOSS AT DIFFERENT TIMES. TESTING HAS CONFIRMED THE VEHICLE IS NOT LACKING POWER. TECH IS SEEKING ASSISTANCE WITH DIAGNOSIS AND REPAIR OF THE FAULT.

RECOMM **12/16/2010 04:20PM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE**
ADVISED TO COMPLETE A MANUAL COMPRESSION TEST ON ALL 8 CYLINDER TO CONFIRM THE INTEGRITY OF THE BASE ENGINE. ADVISED THAT NORMAL COMPRESSION FOR THE 6.4L IS WITHIN A 375-400 PSI RANGE WITH NO DIFFERENCE IN CYLINDER PRESSURE TO EXCEED 25 PSI. TECH TO COMPLETE A GLOW PUG MIST TEST SHOULD NO BASE ENGINE CONCERNS BE IDENTIFIED. TECH TO USE THE INFO WITHIN HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUMQ.ASP?FLAVOR=DEALERS&SZARTICLE=08-16-07' TARGET='_BLANK'>TSB 08-16-07 TO AID IN ISOLATING WHICH INJECTOR IS FAULTED. TECH TO OBTAIN APPROVAL FOR REPLACEMENT OF FAULTED COMPONENTS.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM
Report Summary
Server: FCWS686

Ford Proprietary, Private

21-Dec-2010
Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	AKBBP025 NHL			**Received:**	11/02/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BRXAE[redacted]			**Build Date:**	11/25/2009
Odometer :	21,363 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 00998 Crossroads Ford, Inc.			**Phone#:**	(919) 467-1881
City:	Cary	**State:**	North Caroli	**Country :**	USA

Originator: ROBERT STAR
Symptom: 6 11 5 92 DRVABL,HES/STUMBLE,ACCELERATION,HOT ENGINE
Status:
VFG: V52 DRIVEABILITY
Additional Symptom: STUMBLE ON TIP IN
Fix: **Causal Component :**
Condition Code:

Hotliner: ZSOVA **Phone:** 313 322-1845 **Regn Cd:** S2 Charlotte
Engineering: **Phone:** **TAR:**
Dlr Contact: ROBERT STAR **Phone:** 919 467-1881 **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 11/02/2010 03:59PM ZAK SOVA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: THE CUSTOMER COMPLAINT IS "LACK OF POWER AND STUTTERING, ONLY WHEN IT IS RAINING". ADDITIONALY CUSTOMER STATES THAT IT OCCURS PRIMARILY ON ACCELERATION AND LIGHT THROTTLE TIP-IN. HE STATES THAT RAIN MAY NEED TO BE HEAVY IN ORDER FOR THESE SYMPTOMS TO HAPPEN. WE HAVE NOT BEEN ABLE TO DUPLICATE THESE CONCERNS WHETHER RAINING OR NOT. THIS CUSTOMER IS VERY RELIABLE AND DOES NOT EXAGGERATE, SO WE ARE INCLINED TO BELIEVE THAT THIS ISSUE IS HAPPENING PRETTY MUCH AS HE STATES. DIAGNOSTICS: CMDTCS, NONE. KOEO AND KOER PASSED. AIR AND FUEL MANAGEMENT TESTS PASSED. PID DATA MONITOR WHILE DRIVING INDICATED ALL PARAMETERS NORMAL. TWO RAIN EVENTS HAVE HAPPENED SINCE WE RECIEVED THE VEHICLE. THIS VEHICLE WAS TESTED BOTH TIMES, AS WELL AS SEVERAL SHORT AND LONG DRIVES WHEN NOT RAINING. PARTS REPLACED:: NONE. TECH QUESTION: WE NEED DIAGNOSTIC ADVICE AS TO POSSIBLE METHODS TO DUPLICATE THE CONCERNS. ARE THERE ANY KNOWN ISSUES OF A SIMILAR NATURE? SSM 21525 SEEM TO NOT APPLY, SINCE THE CHARGE AIR COOLER IS THE LATEST PART. ANY IDEAS, HOWEVER ARCANE, ARE APPRECIATED. THANK YOU. IS VGT OPERATING CORRECTLY? YES PLEASE PROVIDE THE RESULTS OF THE BASE FUEL PRESSURE TEST. FOR 6.0L ENGINES, PLEASE USE THE DIESEL FUEL FLOW TESTER 310-193. FOR 6.4L ENGINES, PLEASE USE THE FUEL LINE ADAPTER 310-159. FUEL PRESSURE IS 4-5 PSI USING FLOW TESTER. BODY CONVERSION: NONE

RECOMM **11/02/2010 03:59PM ZAK SOVA MSS - FCSD - TECH SVC HOTLINE**
ROBERT, THIS CONCERN MAY BE DUE TO CONDENSATION/WATER IN THE CAC. THERE HAVE BEEN REPORTS OF THIS OCCURRING WITH THE UPDATED CAC UNDER CERTAIN DRIVING CONDITIONS. THIS CAN ALSO BE CAUSED BY ROAD MIST BEING DRAWN THROUGH THE AIR FILTER IF THE CUSTOMER FOLLOWS OTHER VEHICLES



ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

OFFICE OF THE SECRETARY
PETER J. SHERRY JR
11 FEB -2 P2:33

January 26, 2011

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	09 Ford F-250
VIN:	1FTSW21R29E[redacted]
Date of purchase:	09/10/09
Our File No.:	LL11-10121

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Check engine light;**
3. **Electrical;**
4. **Fuel system;**
5. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC



Alex Simanovsky
Attorney at Law

AS/ld

CC: [redacted]

32220 569495

INVOICE

PAGE 1

CHAPEL HILLS CARS SUVS · TRUCKS
1565 Auto Mall Loop
Colorado Springs, Colorado 80920
719-572-2200

[redacted]
COLORADO SPRINGS, CO [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 727117 DANIEL B STEGALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
Z1 OXFORD	09	FORD F-250	1FTSW21R29E[redacted]		16144/16169	T3889

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10SEP09	DD23MAR09		16:00 28APR10			CHK	28APR10

R.O. OPENED	READY	OPTIONS: STK:549016 ENG:99R 6.4L V-8 DIESEL TRN:44B TORQSHIFT(TM) 5-SPD AUTO TRANS AXL:08
08:06 15APR10	16:04 28APR10	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A CUSTOMER STATES CHECK ENGINE LIGHT IS ON CHECK AND ADVISE								
CAUSE: .								
6007B CAB ASSEMBLY - REMOVE AND INSTALL (1B24) - L								
				3384	WAR			(N/C)
					1 8C3Z*12A342*A GLOW PLUG			(N/C)
					1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION			(N/C)
					CORE CHARGE W			(N/C)
					1 8C3Z*9E527*A KIT - FUEL INJECTION			(N/C)
					CORE CHARGE W			(N/C)
					7 8C3Z*9229*A KIT - TUBE AND SEAL			(N/C)
					1 8C3Z*6600*A PUMP ASY - OIL			(N/C)
					1 8C3Z*8501*B PUMP ASY - WATER			(N/C)
					1 8C3Z*6A642*A OIL COOLER ASY			(N/C)
					1 8C3Z*6009*A CYLINDER BLOCK			(N/C)
					CORE CHARGE W			(N/C)
					1 3C3Z*6701*B SEAL ASY - CRANKSHAFT OIL			(N/C)
					1 3C3Z*6D083*AA GASKET			(N/C)
					1 8C3Z*6020*D KIT - ENGINE INSTALLATION GASK			(N/C)
					1 8C3Z*6049*BB KIT			(N/C)
					CORE CHARGE W			(N/C)
					1 8C3Z*6051*B GASKET - CYLINDER HEAD			(N/C)
					4 8C3Z*6N640*A GASKET			(N/C)
					2 8C3Z*6N640*B GASKET			(N/C)
					1 8C3Z*9T514*C KIT - HARDWARE			(N/C)
					1 *W302512* SEAL			(N/C)
					1 *W302511* SEAL			(N/C)
					1 8C3Z*9G805*B COVER - FUEL PUMP			(N/C)
					1 3C3Z*6710*BA GASKET - OIL PAN			(N/C)
					1 3C3Z*6710*CA GASKET - OIL PAN			(N/C)
					1 8C3Z*6B041*A DOWEL - PIN			(N/C)
					1 3C3Z*6731*AA KIT - ELEMENT & GASKET - OIL F			(N/C)
					1 ALLOWANCE HANDLING ALLOWANCE			(N/C)
					-1 8C3Z*6009*A CORE RETURN			(N/C)

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

WARRANTY STATEMENT AND DISCLAIMER: ANY WARRANTIES ON THE PARTS AND ACCESSORIES SOLD IN CONNECTION WITH THIS SERVICE OR REPAIR ARE THOSE MADE BY THE MANUFACTURER OR ORIGINAL SUPPLIER. ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. ALL PARTS AND ACCESSORIES ARE SOLD AND ALL SERVICES AND REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES OR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PARTS OR ACCESSORIES OR ANY REPAIRS OR SERVICES PERFORMED TO THE VEHICLE.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE S GNATURE

CUSTOMER COPY

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect a $1.50 waste tire recycling development fee on the sale of each new motor vehicle tire

32220 569495

INVOICE

1565 Auto Mall Loop
Colorado Springs, Colorado 80920
719-572-2200

[redacted]
BARBARA A MARTINEZ
[redacted]
COLORADO SPRINGS, CO [redacted]
[redacted] CONT:N/A
BUS: CELL:

PAGE 3

SERVICE ADVISOR: 727117 DANIEL B STEGALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
Z1 OXFORD	09	FORD F-250	1FTSW21R29E[redacted]		16144/16169	T3889

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10SEP09	23MAR09		16:00 28APR10			CHK	28APR10

R.O. OPENED	READY	OPTIONS: STK:549016 ENG:99R 6.4L V-8 DIESEL TRN:44B TORQSHIFT(TM) 5-SPD AUTO TRANS AXL:08
08:06 15APR10	16:04 28APR10	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		3384	WAR				(N/C)
	6005E43		FUEL SYSTEM LEAK - TEST - L				
		3384	WAR				(N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
6602
SUBL ENTERPRISE RENTAL INV#555022
PO#21738
WAR (N/C)
FC:

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

,,,,16169 PART. 9A543 CC 42. VERIFIED CONCERN. CHECK ENGINE LIGHT IS
,,,,ON. PERFORMANCE DIAG IN THE PCED. STEP 1. VISUAL INSPECTION. PASSED.
,,,,STEP 2 OIL LEVEL IS OVER FULL. CAC IS CONTAMINATED. STEP 3 HAS CLEAN
,,,,SUFFENT FUEL AND GOOD MAINTENCE RECORDS. STEP 4 KOEO TEST P0672. #2
,,,,GLOW PLUG OPEN. . PINPOINT TEST AF1. RETEST P0672 AB2. OPEN TO GLOW
,,,,PLUG #2. REMOVED #2 GLOW PLUG. BURNED OFF. PINPOINT TEST AB1. OIL LEVEL
,,,,IS OVER FULL. AB2 HAS GOOD MAINTENCE IN OUR RECORDS. AB3 CAC IS
,,,,CONTAMINATED. CLEANED CAC. AB4 NO HARD START CONDITION. AB8. PERFORM
,,,,FUEL INJECTION PUMP LEAK TEST. DRAINED ENGINE OIL AND LET SIT FOR AN
,,,,HOUR. CYCLED KEY FOR 8 30 SECOND CYCLES. FUEL AND OIL STARTED DRAINING
,,,,FROM OIL PAN. FAILED FUEL INJECTION PUMP. RELITIVE COMPRESION TEST.
,,,,PASSED. MANUAL COMPRESION TEST CYLINDER #2. 300PSI. THE REST OF THE
,,,,CYLINDERS WERE 350PSI. REMOVED CAB FOR ACCESS. TEAR ENGINE DOWN FOR
,,,,INSPECTION. REMOVED LEFT CYLINDER HEAD. # 2 CYLINDER THE PISTON IS
,,,,BURNT AND CYLINDER IS SCORED. THE VALVES AND VALVE SEAT IS BURNT ON THE
,,,,CYLINDER HEAD FOR #2 CYLINDER. REPLACED THE SHORT BLOCK, CYLINDER HEAD
,,,,AND FUEL INJECTION PUMP AND ALL NESSARY GASSKETS. WITH NEW OIL COOLER,
,,,,WATER PUMP, OIL PUMP AND #2 INJECTOR. RECOMEENDED BY PRIOR APPROVALL .
,,,,ASKED FOR PRIOR APPROVAL FOR INJECTOR AND FUEL PUMP. PAAHR REASSEMBLED
,,,,ENGINE AND INSTALLED CAB. PERFORM FUEL SYSTEM LEAK TEST. PASSED. ROAD
,,,,TEST AND RETEST PASSED.

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LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect a $1.50 waste tire recycling development fee on the sale of each new motor vehicle tire.

32220 569495

INVOICE

PAGE 4

PHIL LONG CHAPEL HILLS CARS SUVS TRUCKS
1565 Auto Mall Loop
Colorado Springs, Colorado 80920
719-572-2200

[redacted]
COLORADO SPRINGS, CO [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 727117 DANIEL B STEGALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
Z1 OXFORD	09	FORD F-250	1FTSW21R29E[redacted]		16144/16169	T3889

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10SEP09	DD23MAR09		16:00 28APR10			CHK	28APR10

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08:06 15APR10	16:04 28APR10	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
B	MY OIL CHANGE						
	MY MY OIL CHANGE						
		3384	IQ				(N/C)

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

,,,,16144 OIL CHANGED WITH ENGINE REPAIR.

****

Thank you for your business! If you have any concerns with your service experience, please call Steve Lacy or Chuck Todd at 572-2300. We want you COMPLETELY SATISFIED, with EXCELLENT service and you would DEFINITELY recommend this dealership for service!

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect a $1.50 waste tire recycling development fee on the sale of each new motor vehicle tire.

NATIONAL SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS
(All states except Florida)

EXTENDED SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number | Signature Date | Warranty Start Date

☐ CPO
☐ Incomplete Vehicle
☐ Police Vehicle

SECTION B – TYPES OF NEW PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☒ PremiumCARE

RENTALCARE COVERAGE ☐ RentalCARE (Standard Deductible is $0)

SUPER DUTY COVERAGES ☐ Diesel EngineCARE ☐ Diesel EngineCARE Plus (Standard Deductible is $0)

DEDUCTIBLES ☐ $0 (Optional for Core Coverages) ☐ $50 (Optional for Core Coverages)
☒ $100 (Standard for Core Coverages) ☐ $200 (Not available on All Coverages)
☐ Disappearing (Optional for Core Coverages)

OPTIONS ☐ First Day Rental (Core Coverages) ☐ Enhanced Rental (All except Police)

SURCHARGES ☐ 12 Months/12,000 Miles ☐ Ambulance/Shuttle/Tow Truck (Specialty) ☐ Snowplow
☐ Commercial Business Use ☐ Turbocharger/Supercharger for Gas Engines Only

SECTION C – TYPES OF USED PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)

DEDUCTIBLES (Optional ONLY) ☐ $50 ☐ $200 ☐ Disappearing

OPTIONS/SURCHARGES ☐ First Day Rental ☐ Enhanced Rental ☐ Turbocharger/Supercharger for Gas Engines Only

SECTION D – COVERAGE TERM AND COST

NEW PLAN AGREEMENTS: Coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles (or Hours for Incomplete Vehicles Only) purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS)** - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

Plan / Coverages	Monthly/Hourly Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Coverages: (New or Used Plans)			$	$	$
Other Plans:	N/A		$ N/A	$ N/A	$ N/A
Current Mileage: 215		Totals	$	$	$

SECTION D - DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. 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 law.

[redacted] Signature Date

Service Contract Holder Name and Address

Service Contract Lienholder Name

SECTION E - DEALERSHIP INFORMATION

Dealership Name and Address

Dealership Signature | ( ) 719 [redacted] Dealership Phone Number | P&A Code

ESP 8240-Nat App/Provs - (Nov 08) (Previous Editions May Not be Used)

PURCHASE AGREEMENT

PHIL LONG FORD CHAPEL HILL
1565 AUTO MALL LOOP
COLORADO SPRINGS, CO 80920

NEW ☐ / USED ☐	DELIVERY DATE	STOCK NO.	DEAL NO.
	09/10/09	549016	208425

CUSTOMER NO.	E-MAIL
32220	OPTOUT@PHILLONG.COM

PURCHASER

Purch[redacted] Driver's License Number State Birth Date

Co-P[redacted] Driver's License Number State Birth Date

Addr[redacted] Home Phone Work Phone

City COLORADO SPRINGS, County EL PASO, State CO Zip [redacted] Cell Phone

THE UNDERSIGNED AGREES TO PURCHASE THE FOLLOWING DESCRIBED VEHICLE FROM THE DEALER UNDER THE TERMS AND CONDITIONS DESCRIBED HEREIN.

PURCHASED VEHICLE

Year	Make	Model	VIN #	ODOMETER READING	Color/Trim
2009	FORD	F-250	1FTSW21R29[redacted]	216	Z1 OXFORD

TRADE IN VEHICLE

*YEAR	MAKE	MODEL	VIN #	ODOMETER
*YEAR	MAKE	MODEL	VIN #	ODOMETER

Seller/Dealer has estimated that the vehicle which you have traded-in has a lien on it for the approximate sum of $ _____. Purchaser agrees and acknowledges that this is an estimate and that in the event that the amount required to pay off the lien on the purchaser's trade-in exceeds the amount stated herein, the purchaser shall be responsible for paying to dealer any additional sums required to pay-off the lien within 48 hours of being notified by dealer, and buyer further consents to the imposition and recordation of a lien against the title of the motor vehicle purchased from Seller/Dealer if payment is not received.

X _____

Taxes. The price for the motor vehicle set forth on this Order includes [illegible] for federal excise taxes (if any), but does not include sales, use or any other taxes unless set forth. Purchaser represents that the address reflected on this order and all other documents provided Dealer are true and correct in all respects and particularly with regard to any tax liabilities associated with such address. Purchaser assumes and agrees to pay, unless prohibited by law, all sales, use or other taxes, [illegible] applicable to [illegible] which Dealer may have primary tax liability therefore. [illegible] are Purchaser's responsibility.

[redacted] mation provided by the purchaser and [redacted] nsibility.

_____

Purchaser guarantees that the airbag(s) in the vehicle traded-in have not been deployed, tampered with or disconnected. If airbag(s) have been deployed, repair has been performed by an authorized Dealer.

_____ [initial]

DISCLAIMER OF WARRANTIES ON BOTH VEHICLES AND CHASSIS

THE VEHICLE OR CHASSIS DESCRIBED IN THIS AGREEMENT IS SOLD BY DEALER AS IS AND WITH ALL FAULTS. DEALER MAKES NO WARRANTIES AT ALL CONCERNING THE VEHICLE OR CHASSIS. DEALER EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY PRINTED MANUFACTURER'S LIMITED WARRANTY DELIVERED TO PURCHASER WITH SUCH VEHICLE OR CHASSIS IS MADE BY SUCH MANUFACTURER AND IS NOT A WARRANTY OF DEALER. ANY VERBAL PROMISES OR REPRESENTATIONS ARE NOT VALID AND WILL NOT BE RECOGNIZED BY DEALER UNLESS SPECIFIED IN WRITING. (USED VEHICLE DISCLOSURE STATEMENT IS FOR USED VEHICLES ONLY) THE INFORMATION YOU HAVE ON THE WINDOW FORM FOR THIS VEHICLE IS PART [illegible]

[redacted]

[redacted] tration clause.

[redacted]

I have read the terms and conditions on the front and reverse side hereof, and it is understood and agreed that all such terms and conditions are part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions in this agreement and any documents incorporated herein by reference comprise the entire agreement pertaining to this purchase and no other agreement of any kind verbal understanding or promise whatsoever will be recognized. Purchaser hereby acknowledges the receipt of a copy of this Retail Purchase Agreement and invoice and certifies that the buyer's guide [redacted] on delivery.

[redacted]

This [illegible] pred by an authorized

[redacted]

PURCHASER SIGNATURE

SALESPERSON

MANAGER SIGNATURE

1.	Vehicle Delivered as Equipped	$ 49265.00
2.	Added Accessories (Taxable) SECURITY	$ 399.00
	N/A	$
		Total $ 399.00
3.	Added Accessories (Non-Taxable)	
		$
		$
		Total $
4.	Delivery & Handling Charge	$ 498.95
5.	Total Purchase Price	$ 50561.95
6.	Trade Allowance	$ N/A
		$ N/A
	Total Trade Allowance	$ N/A
7.	Taxable Amount = $ 50561.95	
8.	Taxes:	
	City Sales Tax % 2.5000	1254.07
	State Sales Tax % 2.9000	1454.73
	County Sales Tax % 1.0000	501.63
	RTD	$ N/A
	Other PPRT TAX 1.0000	501.63
	Sub-Total of Taxes	$ 3712.06
9.	Trade-in Payoff	$ N/A
	Lien Holder	
	Trade-in Payoff	$ N/A
	Lien Holder	
10.	Total Amount Due Including Taxes	$ 54274.01
11.	Customer Cash Down $ 25000.00	
12.	Factory Rebates $ 5700.00	
13.	Sub-Total (Cash & Rebates)	$ (30700.00)
14.	Additional Benefits Purchased:	
	Extended Service Contract	$ 2798.00
	Maintenance Plan	$ 1840.00
	Credit Insurance	$ N/A
	Gap Insurance PLUS	$ N/A
	Secure Mark	$ 499.00
	Secure Road	$ 299.00
	Secure Windshield	$ N/A
	Secure Finish	$ N/A
	Secure Identity	$ N/A
	Other	$
	Sub-Total (Additional Benefits)	$ 5436.00
15.	Filing Fee	$ 27.20
16.	Amount Due	$ 29037.21

*DELIVERY AND HANDLING CHARGES
This charge represents costs and additional profits to the Seller/Dealer.

☐ Customer to pay cash or arrange financing through SECURITY SERVICE FCU [INITIAL]
☐ Dealer will attempt to obtain financing for Customer.

The Reynolds and Reynolds Company (Ver. 16.0) © 2008

THIS AGREEMENT CONSISTS OF TWO PAGES. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THE AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.

REGISTRATION/OWNERSHIP TAX RECEIPT

TYPE	PLATE	TAE/VAL		VIN		EXPIRE
LTK-REG	455UNX	X147436		1FTSW21R29[redacted]		04/2011
[redacted]	YR	MAKE	BODY	CWT/PAS	T/C	FLEET #	FUEL	PREV EXP
	2009	FOR	PK	74	B		D	
	PUR. PRICE		ORIGINAL TAXABLE VALUE		BUS. DATE		CO #	UR/CODE
	09/10/2009	50162.95		38,306	04/13/2010		04	U 002U
EM. FEE	TITLE FEE	PRIOR O.T.	OWN TAX	LIC. FEE	ROAD FEE	BRIDGE FEE
0.00	0.00	392.64	536.28	267.86	**28.00**	**11.50**
RTD TAX	COUNTY TAX	CITY/DIST TAX		STATE TAX	SPECIAL FEE	OTHER FEE
0.00	0.00	0.00		0.00	0.00	0.00
UNIT #	GVW	MILES		HI GVW	HC DATE	

OWNER NAME/MAILING ADDRESS

*FEES IN BOLD INCLUDED IN UC FEE

[redacted]

COLO SPGS CO [redacted]

E/09102009/ /112013
JTWROS

SIGNATURE REQUIRED ON REVERSE SIDE.

VALIDATION	LN	TOTAL
PAID EL PASO	20 04/13/2010 152106RGL R04 YC	1196.78 PL

MOTOR VEHICLE INSURANCE IS COMPULSORY IN COLORADO. NON-COMPLIANCE IS A MISDEMEANOR TRAFFIC OFFENSE

This contract contains important information regarding your rights and obligations, including limitations that apply to you. Please read carefully the front and back of this contract before signing.

RETAIL INSTALLMENT SALE CONTRACT (DEALER — SIMPLE INTEREST)

Customer Number	Contract Number	Contract Date (Mo. Da. Yr.)	Buyer	Buyer's Business Phone
32720	206425	06/10/2009	[redacted]	

Buyer/Co-Buyer (also referred to as "you, your, yours"): Name, Address, Zip of each
[redacted]
COLORADO SPRINGS CO [redacted]

Seller/Creditor (also referred to as "we, us, our"): Name, Address, Zip of each
PHIL LONG FORD CHAPEL HILL
1565 AUTO MALL LOOP
COLORADO SPRINGS, CO 80920

	Year	Make and Model	Vehicle Identification Number	Primary Use for Which Purchased
☐ New ☐ Used	[redacted]	F-250	[redacted]	☐ personal, family, or household ☐ agricultural ☐ business ☐ other:

Your trade-in is a: Year N/A Make N/A Model N/A

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 down payment of $30700.00.
14.50 %	$ 13519.59	$ 29037.21	$ 42556.80	$ 73256.80

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
66	644.80	MONTHLY BEGINNING: 10/25/2009 AND WILL BE DUE ON THE 25TH DAY THEREAFTER

Security: You are giving us a security interest in the vehicle being purchased.
Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of $15.
Prepayment: If you pay off early, you may have to pay a minimum finance charge.
Additional Information: See this contract for more information about a prepayment penalty, nonpayment, default, any required repayment in full before the scheduled date, and security interests.

This contract will be assigned to: SECURITY SERVICE FCU
(Name and address) [illegible] PUEBLO CO [illegible]

ITEMIZATION OF AMOUNT FINANCED

1. Cash price (including accessories, services $ 158.45 delivery and handling charge,* and $ 2712.66 sales tax) $ 55072.01 (1)
2. Total down payment (if negative enter "0" and see line 4d below)
   Gross trade-in $ N/A - payoff by Seller $ N/A
   = net trade-in $ N/A + cash $ 25000.00
   + other REBATE $ 5700.00
   + other N/A $ N/A
   + other N/A $ N/A $ 30700.00 (2)
3. Unpaid balance of cash price (1 minus 2) $ 24372.01 (3)
4. Other charges including amounts paid to others on your behalf (We may retain portions of these amounts):
   a. Fees to public officials (describe)
      Government certificate of title fees (includes security interest recording fee of $ N/A) $ 27.20
      N/A $ N/A
      N/A $ N/A
   b. To insurance companies (describe)
      N/A $ N/A
      N/A $ N/A
   c. Other (describe who is paid and purpose)
      to MAINTENANCE for MAINT PLAN $ 1340.00
      to N/A for N/A $ N/A
      to SERVICE CONTRACT for SERVICE CONTRACT $ 2796.00
      to N/A for N/A $ N/A
   d. Net trade-in payoff to N/A $
   Total other charges and amounts paid to others on your behalf $ 4683.20 (4)
5. Amount Financed (3 + 4) $ 29037.21 (5)

* The delivery and handling charge represents costs and additional profit to the Seller/Dealer

Insurance: You may obtain physical damage insurance from anyone you want that is acceptable to the Seller. If you obtain insurance from the Seller, you will pay $ N/A for the first N/A
Credit life insurance and credit disability insurance are not required to obtain credit, will not be a factor in the credit approval process, and will not be provided unless you sign below and agree to pay the additional cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.
I want:
☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer

Buyer Signature

Co-Buyer Signature

Premium: Term:
Credit Life $ N/A N/A
Credit Disability $ N/A N/A

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS / HAS NOT (strike words not applicable) **IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103(2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.**

GAP/DEBT CANCELLATION

Debt cancellation or guaranteed automobile protection ("GAP") agreements, which pay or satisfy the remaining debt after property insurance benefits are exhausted, are not required to obtain credit or any particular or favorable credit terms and will not be provided unless you sign below and agree to pay the additional cost. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. GAP benefits may decrease over the term of this contract. You may cancel GAP for any or no reason within 30 days after GAP was purchased and receive a full refund of the GAP fee or premium so long as no loss or event covered by GAP has occurred. GAP is not a substitute for collision or property damage insurance.

I want: _____
[Name of debt cancellation/GAP agreement]
$ 795.00

Buyer Signature

Co-Buyer Signature

Fee/Premium: $ _____ Term: _____

CONTRACT AND AGREEMENT TO PAY

You, the Buyer and any Co-Buyer, agree to purchase the vehicle described above on the terms in this contract.

You agree to pay us (or our assignee named in this contract) the amount financed, the finance charge, and all other amounts owed to us under this contract, according to the payment schedule above and the terms of this contract. We calculate the finance charge, total of payments, and total sale price on the assumption that you will make every payment on the day it is due. Because the finance charge is calculated on a daily basis on the unpaid part of the amount financed, your finance charge, total of payments, and total sale price will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller final payment, or, at our option, more or fewer payments of the same amount as your scheduled payment, with a smaller final payment.

If you pay off early, we are entitled to a minimum finance charge of $_____.

If you pay with a check or other instrument that is dishonored or returned, you will pay us a fee of $25.

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

SECURITY AGREEMENT

You give us a security interest in the vehicle described in this contract and all parts or goods installed in it, all money or goods received (proceeds) for the vehicle; all insurance, maintenance, service, or other contracts we are financing for you as part of this purchase; and all proceeds from insurance, maintenance, service, or other contracts we are financing for you as part of this purchase. This includes any refunds of premiums or charges from the contracts.

This interest secures payment of all you owe on this contract. It also secures your other agreements in this contract.

You agree to make sure that the title shows our security interest (lien) in the vehicle.

By signing this contract, you agree to all of the terms on the front and the back of this contract, and you agree that you have been given a copy of it with all of the applicable

PURCHASE AGREEMENT

PHIL LONG FORD CHAPEL HILL
1565 AUTO MALL LOOP
COLORADO SPRINGS, CO 80920

NEW ☒ USED ☐	DELIVERY DATE	STOCK NO.	DEAL NO.
	09/10/09	549016	208425

CUSTOMER NO.	E-MAIL
32220	[redacted]

PURCHASER

[redacted]

Driver's License Number State Birth Date

Driver's License Number State Birth Date

Home Phone [redacted] Work Phone

City County State Zip Cell Phone

COLORADO SPRINGS, EL PASO, CO [redacted]

THE UNDERSIGNED AGREES TO PURCHASE THE FOLLOWING DESCRIBED VEHICLE FROM THE DEALER UNDER THE TERMS AND CONDITIONS DESCRIBED HEREIN.

PURCHASED VEHICLE

Year	Make	Model	VIN #	ODOMETER READING	Color/Trim
2009	FORD	F-250	1FTSW21R29E[redacted]	216	Z1 OXFORD

TRADE IN VEHICLE

*YEAR	MAKE	MODEL	VIN #	ODOMETER
*YEAR	MAKE	MODEL	VIN #	ODOMETER

Seller/Dealer has estimated that the vehicle which you have traded-in has a lien on it for the approximate sum of $ _____. Purchaser agrees and acknowledges that this is an estimate and that in the event that the amount required to pay off the lien on the purchaser's trade-in exceeds the amount stated herein, the purchaser shall be responsible for paying to dealer any additional sums required to pay-off the lien within 48 hours of being notified by dealer, and buyer further consents to the imposition and recordation of a lien against the title of the motor vehicle purchased from Seller/Dealer if payment is not received.

X _____

Taxes. The price for the motor vehicle set forth on this Order includes reimbursement for federal excise taxes (if any), but does not include sales, use or any other taxes unless set forth. Purchaser represents that the address reflected on this order and all other documents provided Dealer are true and correct as to all matters and particularly with regard to any tax liabilities associated with such address. Purchaser assumes and agrees to pay, unless prohibited by law, all sales, use or other taxes, including state and local sales taxes, applicable to this transaction regardless of which party may have primary tax liability therefore. Any additional taxes owing are Purchaser's responsibility.

Tax rate of 7.4000 is based on the address and information provided by the purchaser and, if it is incorrect, any additional taxes are the purchasers responsibility.

X _____

Purchaser guarantees that the airbag(s) in the vehicle traded-in have not been deployed, tampered with or disconnected. If airbag(s) have been deployed, repair has been performed by an authorized Dealer.

_____ [initial]

DISCLAIMER OF WARRANTIES ON BOTH VEHICLES AND CHASSIS
THE VEHICLE OR CHASSIS DESCRIBED IN THIS AGREEMENT IS SOLD BY DEALER AS IS AND WITH ALL FAULTS. DEALER MAKES NO WARRANTIES OF ALL CONCERNING THE VEHICLE OR CHASSIS. DEALER EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY PRINTED MANUFACTURER'S LIMITED WARRANTY DELIVERED TO PURCHASER WITH SUCH VEHICLE OR CHASSIS IS MADE BY SUCH MANUFACTURER AND IS NOT A WARRANTY OF DEALER. ANY VERBAL PROMISES OR UNDERSTANDINGS ARE NOT VALID AND WILL NOT BE RECOGNIZED BY DEALER UNLESS REDUCED TO WRITING, CONTRACT, ALL DISCLOSURES SPECIFICALLY USED IN THIS CONTRACT TRANSACTION OR 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.

X _____

This contract does not provide for automobile liability insurance.

X _____ [initial]

Buyer acknowledges that this agreement contains a separate binding arbitration clause.

X _____ [initial]

I have read the terms and conditions on the front and reverse side hereof, and it is understood and agreed that all such terms and conditions are part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions in this agreement and any documents incorporated herein by reference comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized. Purchaser hereby acknowledges the receipt of a copy of this Retail Purchase Agreement and invoice and certifies that the buyer's guide (used vehicle only) was affixed to the above described automobile on delivery.

X _____

[redacted] an authorized

SALESPERSON

MANAGER SIGNATURE

1. Vehicle Delivered as Equipped		$ 49265.00
2. Added Accessories (Taxable)	N/A	
~~N/A~~	$	
	$	
	Total	$
3. Added Accessories (Non-Taxable)		
	$	
	$	
	Total	$ ~~498.90~~
4. Delivery & Handling Charge		$ ~~49763.90~~
5. Total Purchase Price		~~N/A~~
6. Trade Allowance	$ N/A	
	$	N/A
Total Trade Allowance 49763.90		$
7. Taxable Amount = $		
8. Taxes:		2.5000 1244.10
City Sales Tax	% ~~2.9000 1442.15~~	
State Sales Tax	% 1.00000 497.64	
County Sales Tax	% $	~~N/A~~
RTD		
Other	PPRT TAX 1.0000	~~497.64~~
	$	
Sub-Total of Taxes		3682.53
		$ N/A
9. Trade-in Payoff		$ N/A
Lien Holder		
Trade-in Payoff		$ 53446.48
Lien Holder		
10. Total Amount Due Including Taxes	25000.00	$
11. Customer Cash Down $	5700.00	
12. Factory Rebates	$	30700.00
13. Sub-Total (Cash & Rebates)		$ ( )
14. Additional Benefits Purchased:		N/A
Extended Service Contract	$	N/A
Maintenance Plan	$	N/A
Credit Insurance	$	N/A
Gap Insurance PEDS	$	~~499.00~~
Secure Mark	$	N/A
Secure Road	$	N/A
Secure Windshield	$	N/A
Secure Finish	$	N/A
Secure Identity	$	
Other	$	
		499.00
Sub-Total (Additional Benefits)		$ 27.20
15. Filing Fee		$ 23272.68
16. Amount Due		$

*DELIVERY AND HANDLING CHARGES
This charge represents costs and additional profits to the Seller/Dealer.

☐ Customer to pay cash or arrange financing

through _____ [INITIAL]

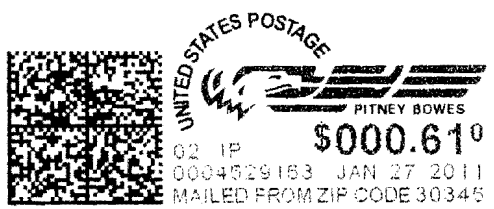
☐ Dealer will attempt to obtain financing for Customer.

This Reynolds and Reynolds Company

THIS AGREEMENT CONSISTS OF TWO PAGES. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THE AGREEMENT MUST BE SIGNED BY AN AUTHORIZED

EA11-003 000663LC

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345



Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

48126-2798 C097



Ken Rainbolt P.C.

ATTORNEY AT LAW
211 N. Fourth
P.O. Box 207
Durant, Oklahoma 74702
(580) 924-1151
FAX (580) 924-1154

September 16, 2011

Red River Ford
Attn: Ronnie Fryer
402 Westside Drive
Durant, OK 74701

Re Purchase Agreement, 03/31/09; [redacted]

Dear Sir:

On March 31, 2009, [redacted] and his wife, [redacted], 27032 HWY 144, Smithville, OK 74957, purchased a Ford Super Duty 2009 Pickup from Red River Ford Lincoln Mercury, Inc., Durant, Oklahoma.

This vehicle came complete with all warranties associated with this product. For your information, a copy of the Purchase Agreement is attached.

This vehicle has not lived up to the promised warranty. Your records will show its attempted repairs made at your facility. Presently, the vehicle is completely broken down at the Poteau, Oklahoma Ford Dealership and has been so since April 7, 2011.

Mr. And Mrs. [redacted] has no alternative but demand recession of the agreement attached and a complete refund and buy back of their purchase price and expenses that are mounting every day, and currently exceed $400,000.00 which includes lost income..

Should you refuse this offer, further demand is made upon you for immediate arbitration of their claim pursuant to the Dispute Resolution Clause of the purchase agreement.

I shall expect your response within ten (10) days of your receipt of this communication. All responses may be directed to me at the letter head address.

Sincerely,

Ken Rainbolt P.C.
Attorney at Law
P.O. Box 207
Durant, OK 74701

and

Terry L. Amend
Attorney at Law
406 Dewey
P.O. Box 545
Poteau, OK 74953

TERRY L. AMEND

ATTORNEY AT LAW
P.O. BOX 545
POTEAU, OKLAHOMA 74953

406 DEWEY AVENUE

Telephone: (918) 647-8249
FAX: (918) 647-8240

May 2, 2011

Ford Motor Company
Product Claims
P.O. Box 70
Dearborn, Michigan 48121

Rec'd 5-9-11 Jma

Via Fax Transmission (313) 845-5555 and first class mail

Re: 2009 F450 4x4 four door crew cab truck
VIN 1FDA47R49E[redacted]
[redacted]

Ladies and Gentlemen:

I have been retained by Mr[redacted] in the above matter. The truck described above is used in his business. On approximately 8 April 2011 the vehicle broke down when fire blew out the tailpipe.

This is not the first time this vehicle has been out of service. Since it was purchased it has been in the shop approximately 12% of the time. The vehicle had been at Riverside Auto in Poteau three weeks today. Mr. [redacted] was informed by Riverside after the truck had been in their shop for a week that the matter had been removed from customer service to the office of the general counsel and the general counsel's office had instructed Riverside not to do any work on the vehicle.

The vehicle is necessary for the performance of the business in which Mr. [redacted] is engaged.. Mr. [redacted] has a job scheduled for next week for which this vehicle is essential. He has another job starting in another week that is an even larger job for which he will need the vehicle. If he does not have this or a comparable vehicle by the time he is to begin these jobs he will not be able to perform his contract, resulting in a loss of income for him and a possible breach of his contracts in those matters.

He would like to work this matter out in an amicable manner if possible but time is short. Please contact me immediately upon receipt of the fax of this letter to discuss the matter.

Sincerely

Terry L. Amend
TLA;:ba
Cc: D. Nichols

TERRY L. AMEND
ATTORNEY AT LAW

MAY 0 2011 SC

406 DEWEY
P.O. BOX 545
POTEAU, OKLAHOMA 74953

TELEPHONE: 918/647-8249
TELECOPIER: 918/647-8240

FACSIMILE COVER LETTER

DATE: May 2, 2011 FAX NO.: (313) 845-5555

TO: Ford Motor Company, Product Claims
COMPANY NAME:
SUBJECT: 2009 F450 4x4 four door crew cab truck

Tina

CONFIRMATION REQUIRED: NO YES
DATE AND TIME OF CONFIRMATION:
NUMBER OF PAGES (including cover sheet): 2
FROM: TERRY L. AMEND, ATTORNEY

==========

The documents accompanying this telecopy communication contain information from the law firm of Terry L. Amend, which is intended to be for the use of the individual or entity named on this transmission sheet and which may be confidential, privileged or attorney work product. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the comments of this telecopied information is strictly prohibited. If you receive this telecopy in error, or all pages are not received, please call 918/647-8249 immediately.

==========

COMMENTS

==========

IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!

Dealer/Fleet Request For OGC Review

*****Note: this form is for Retail and Fleet vehicles*****

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

Note: All fields are required and must be filled in accordingly before submitting this form

NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555

DEALER INFORMATION

Dealership/Fleet Name:	Riverside Autoplex of Poteau
Requesting Dealer/Fleet:	08767
P&A Code:	08767
Contact Person:	STEVE HARDEN
Title:	SERVICE MANAGER
Phone Number:	918-647-2228
Fax Number:	918-647-2689
Email Address:	hardensteve@gmail.com
Region:	DALLAS
Address:	2200 South Broadway
City:	Poteau
State:	Oklahoma
Zip Code:	74953

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
MAY 11 2011
OFFICE OF THE
GENERAL COUNSEL

CUSTOMER/VEHICLE INFORMATION

WSD:	03312009
Vehicle Year:	2009
Vehicle Model:	F-450
Vehicle VIN:	1FDAW47R49E[redacted]
Mileage:	60638
Customer/Fleet Name:	[redacted]
Street Address:	[redacted]
City:	SMITHVILLE

04-28-2011 02:26 RIVERSIDE 9186472689 PAGE1

State:	Oklahoma
Zip Code:	[redacted]
Home Phone:	[redacted]
Work Phone:	[redacted]
Region:	DALLAS

DETAILS OF INCIDENT

*****Note: DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****
*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

Incident Involves:

☐ Accident ☑ Fire ☐ Injury ☐ Medical Attention Sought

Date of Incident:	4/9/2011
County in which incident occurred:	UNITED STATES
Is customer alleging a component defect CAUSED the incident?	◉ Yes ○ No
If yes, what type & details: If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap	VECHILE SMOKING BACKFIRED FIRE AND DEBRIS OUT EXHAUST
Was a police report filed?	○ Yes ◉ No
If yes, where:	
Has the insurance company been contacted?	○ Yes ◉ No
What did the insurance company advise?	
Name and phone number of owner's insurance company & agent's name:	
If the vehicle is a conversion unit, who is the coach builder?	
City:	
State:	
Zip Code:	

PAGE2 RIVERSIDE 9186472689 04-28-2011 02:26

TERRY L. AMEND
ATTORNEY AT LAW

MAY 0 ' 2011 JC

406 DEWEY
P.O. BOX 545
POTEAU, OKLAHOMA 74953

TELEPHONE: 918/647-8249
TELECOPIER: 918/647-8240

FACSIMILE COVER LETTER

DATE: May 2, 2011 FAX NO.: (313) 845-5555

TO: Ford Motor Company, Product Claims
COMPANY NAME:
SUBJECT: 2009 F450 4x4 four door crew cab truck

Tina
Rec'd 5-9-11

CONFIRMATION REQUIRED: NO YES
DATE AND TIME OF CONFIRMATION:
NUMBER OF PAGES (including cover sheet): 2
FROM: TERRY L. AMEND, ATTORNEY

==========

The documents accompanying this telecopy communication contain information from the law firm of Terry L. Amend, which is intended to be for the use of the individual or entity named on this transmission sheet and which may be confidential, privileged or attorney work product. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the comments of this telecopied information is strictly prohibited. If you receive this telecopy in error, or all pages are not received, please call 918/647-8249 immediately.

==========

COMMENTS

==========



CT Corporation

Service of Process Transmittal

05/10/2011
CT Log Number 518493264

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Florida**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s), Cover Sheet
COURT/AGENCY:	Orange County Circuit Court, FL Case # 11-CA-5444-O
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to cure or repair certain defects on certain 2009 Ford F-250
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Plantation, FL
DATE AND HOUR OF SERVICE:	By Process Server on 05/10/2011 at 13:45
JURISDICTION SERVED :	Florida
APPEARANCE OR ANSWER DUE:	Within 20 days after service, exclusive of the day of service
ATTORNEY(S) / SENDER(S):	Patrick J. Cremeens The Law Office of Patrick J. Cremeens, P.L> 4707 W. Gandy Blvd. Ste. 8 Tampa, FL 33611 813-839-2000
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797082106356 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Donna Moch
ADDRESS:	1200 South Pine Island Road Plantation, FL 33324
TELEPHONE:	954-473-5503

OFFICE OF THE GENERAL COUNSEL
11 MAY 11 P3:32
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
CIVIL DIVISION

SEAN O'BRIAN,
Plaintiff,

Case No.: 11-CA-5444-O

v.

FORD MOTOR COMPANY
Defendant.
_____/

5-10-11
1:45 P.M.
RLopez 564

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition, in this action on:

FORD MOTOR COMPANY

By serving its Registered Agent:
CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FLORIDA 33324

Each Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, Patrick J. Cremeens, Esq., whose address is 4707 W. Gandy Blvd., Suite 8, Tampa, FL 33611, within twenty (20) days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

DATED on MAY 04 2011, 2011.

LYDIA GARDNER
Clerk of the Court
By: SANDRA JACKSON
CIVIL COURT SEAL
Deputy Clerk

PATRICK J. CREMEENS, ESQ.
The Law Office of Patrick J. Cremeens, P.L.
4707 W. Gandy Blvd.
Suite 8
Tampa, Florida 33611
ph. (813) 839-2000 / fax (813) 839-3500
Florida Bar # 0025848

CIVIL DIVISION
425 North Orange Avenue, Room 310
Orlando, Florida 32801-1526

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
CIVIL DIVISION

SEAN O'BRIAN,
Plaintiff, Case No.:

v.

FORD MOTOR COMPANY,
Defendant.
_____/

COMPLAINT AND JURY DEMAND
INTRODUCTION

The Plaintiff, SEAN O'BRIAN, by and through the undersigned counsel, files this Complaint and sues the Defendant, FORD MOTOR COMPANY (hereinafter "Manufacturer"), for violations of the Magnuson Moss Warranty Act, 15 U.S.C. 2301, et al. (hereinafter "MMWA"), for defects associated with a 2009 Ford F-250 pickup truck, VIN: 1FTSW21R79EB14805 (hereinafter "truck" or "subject truck"), which was warranted purchased from Heintzelman's Truck Center (hereinafter "Dealer") and warranted by Manufacturer.

COUNT I
BREACH OF EXPRESS WARRANTY UNDER MMWA, 15 U.S.C. 2310(d)(1)
AGAINST MANUFACTURER

1. The amount in controversy **DOES** exceed FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.
2. Manufacturer is a foreign corporation authorized to conduct business in the State of Florida, and at all times material hereto was engaged in the regular practice of warranting and servicing automobiles in Orange County, Florida.

3. On or about October 16, 2009, Plaintiff purchased the truck from Dealer. See Exhibit 'A', attached hereto.

4. Plaintiff is a "consumer" as defined in the MMWA, 15 U.S.C. 2301(3).

5. The truck is a "consumer product" as defined in the MMWA, 15 U.S.C. 2301(1).

6. The truck was manufactured and purchased after July 4, 1975.

7. Along with the purchase of the truck, Plaintiff received an express warranty from Manufacturer. See Exhibit 'B', attached hereto.

8. The express written warranty is a "written warranty" as defined in the MMWA, 15 U.S.C. 2301(6).

9. Manufacturer is a "supplier" and "warrantor" as defined by the MMWA, 15 U.S.C. 2301(4), (5).

10. Specifically the terms of the warranty were as follows:

    (a) Manufacturer's 3-year/36,000 mile full bumper-to-bumper warranty covered the truck. See Exh. B.

    (b) Manufacturer's 5-year/100,000 mile powertrain warranty covered the truck's diesel engine and component parts. See Exh. B.

    (c) Manufacturer promised in the express warranty that Manufacturer would repair defects and replace defective parts within the specified time frame above, through its own authorized servicing agents as defined in the express warranty.

11. Plaintiff has taken the truck to Dealer as an authorized servicing agent for Manufacturer under the warranty a combined total of at least five (5) times for repairs of defects and/or defective parts. See Composite Exhibit C, attached hereto.

12. The truck's defects include, but are not limited to, the following:

DATE	DAYS	MILE	RO#	COMPLAINT
6/18/10	5	17,996	306492	**Engine:** Customer states engine oil leaking. (Cause: oil leak diag, found leak coming from oil dip stick tube at oil pan. Removed and inspected o ring, found o ring rolled.)
7/22/10	6	20,691	307159	**Engine:** Customer states turbo building no boost. (Cause: verify concern. P0404. Performance diag sheet. Verify base fuel pressure. 6 PSI at fuel cooler. High pressure fuel system pass. test drive. EGR valve failed – 2.50.)
3/11/10	61	???	304390	**Engine:** Customer states wrench light came on and engine died. He restarted it and it ran for approx. 5 seconds then died and now will not restart only spins. (Cause: high pressure fuel pump, injectors 2630. Ran CMDTCS found P2291, KOEO P1000, KOEO inj. test pass. Checked fuel found fuel OK and at 6 PSI, ck intake pass. Cranked veh. over monitored PIDS found FRP was at 90 PSI KOEO and while cranking stayed at

				90 PSI. After several attempts of trying to start, did find pressure to jump up to 500PSI, updated PCM, TCM to latest level, performed pin point test M installed bleed tool found no air in the system. Found when fuel tabe re-set veh. started and ran but ran rough. Ran power balance test found #2, 3, 5 30-60 RPMs low. Ran relative comp. ck found pass. also cked fuel charge harness found no shorts or high resistance. Contacted Ford hotline ID: 103645939 they recommended to run a fuel system debris test. Removed valve covers and performed test found metal in the fuel system at fuel rails. Hotline submit for approval for complete fuel system replacement and flush. Contracted Ford auth# removed cab assy., replaced high pressure fuel pump, all 8 injectors, both fuel rails and lines, all flexible fuel lines flushed [illegible]).
9/30/10	2	26,122	308742	**Transmission**: Consumer states transmission feels like it's hunting for a gear at lower speeds, seems too worsen when cold or setting for awhile. (Could not duplicate concern.) **Engine:** Customer states check engine light is on. (Ran CMDTCS on PCM found P0404, KOEO, P1000, KOEO Inj. Test Pass, KOER Pass. Ran Oasis Found TSB

				09-16-08. Performed TSB and updated PCM, TCM, IC.)
1/17/11	2	35,915	310842	**Engine:** Customer states check engine light comes on at times. (See line B for repairs.) **Engine:** Customer states engine blows gray smoke out tailpipe and when this happens it will not accelerate if you ease off accelerator then get back on it, I tclears up and runs fine. (Ran CMDTCS found P0069, KOEO, P1000, KOEO inj. test pass, KOER P1000. Ran Oasis found OK. Test drove vehicle monitored PIDS. Verified concern.

13. The truck has been out of service due to warranty repairs a total of at least seventy (70) days.

14. Plaintiff has provided Manufacturer with direct notice and several opportunities to cure such defects.

15. Manufacturer directly participated in attempting to repair the truck's defects on at least one (1) occasion.

16. The truck's above-described defects have never been adequately repaired by Manufacturer.

17. The truck continues to emit an unhealthy smoke when operated.

18. The truck's repeated, dangerous engine failures could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the truck.

19. The truck remains in a defective and dangerous condition through no fault of Plaintiff.

20. The express written warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, for the purchase of the truck.

21. The truck has not been properly repaired under such express warranty and continues to be in a defective condition.

22. Manufacturer's inability or unwillingness to adequately repair the above-described defects is a breach of the express warranty.

23. The express warranty has failed of its essential purpose.

24. Plaintiff has been damaged as a result of Manufacturer's failure to comply with the express warranty.

25. All conditions precedent prior to bringing this action have occurred, have been performed, or have been waived.

WHEREFORE, Plaintiff prays that judgment be entered against Manufacturer:

A. For the difference in value of the truck as promised and as actually delivered;

B. For actual, incidental, and consequential damages;

C. For costs, interest and actual attorneys' fees pursuant to 15 U.S.C. 2310(d)(2); and

D. For such other relief this Court deems appropriate.

JURY TRIAL DEMAND

26. Plaintiff hereby demands trial by jury.

DATED: 4/25/11

Respectfully submitted,

Patrick J. Cremeens
Fla. Bar No. 0025848
The Law Office of Patrick J. Cremeens, P.L.
4707 W. Gandy Boulevard
Suite 8
Tampa, Florida 33611
Phone (813) 839-2000 / Fax (813) 839-3500

RETAIL BUYERS ORDER & INVOICE

HEINTZELMAN'S TRUCK CENTER, INC.

2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804

PHONE
(407) 298-1000
www@heintzelmans.com

INVOICE NO. [redacted]

DATE 10/15/09

SOCIAL SECURITY NO.
FEDERAL IDENTIFICATION NO.

PURCHASER'S NAME [redacted]

ADDRESS [redacted] (Street) ORLANDO (City) FL (State) [redacted] (Zip) ORANGE

PHONE _____ FAX _____ E-MAIL [redacted]

NEW	USED	DEMO
XX		

PURCHASER [redacted]
CO-PURCHASER
D.O.B.

PO NO. 50360.00

STOCK NO.	YR.	MAKE-MODEL-BODY TYPE	VIN
914065	09	FORD PK F250	[redacted]

COLOR:

#20220010 10 & 0 Brien
0 Rust Condition
Lori

		50360.00
FEDERAL EXCISE TAX		
FL LEAD ACID BATTERY FEE		3.00
FL WASTE TIRE FEE		5.00
COUNTY SURTAX		25.45
D.H. & P.		XXXXX
LICENSE & TITLE		450.00
ESTIMATED SALES TAX		2182.98
CASH PRICE	$	53825.13
ALLOWANCE $		14000.00
PAYOFF TO SUNTRUST $		6714.30
EQUITY $		7285.70
CASH DEP. WITH ORDER $		N.A.
CASH ON DEL. $		N.A.
TOTAL DOWN PAYMENT	$	7285.70
UNPAID BALANCE OF CASH PRICE	$	45739.43

METER MILEAGE READS 54

SOLD AS IS
NO WARRANTY
WRITTEN OR IMPLIED

X _____ (Customer)

X _____ (Salesman)

ACCT #:

PHYSICAL DESCRIPTION OF TRADE-IN

ODOMETER READS
U.T. MILEAGE 95764 ☐ reflects the amount of mileage in excess of its mechanical limits.

MAKE	YEAR	MODEL	TYPE	SERIAL NO
FORD	05	E-350	PU	1FTWW31P56E[redacted]

DOC STAMPS				161.00
BALANCE DUE				45900.43
CLAH				N.A.
TIME SALE CHARGES				N.A.
AMOUNT OF CONTRACT				45900.00

CONTRACT TO BE PAID TO FORD MOTOR CREDIT CO IN 60 INSTALLMENTS OF $ 765.00

ONE INSTALLMENT OF $ _____ FIRST INSTALLMENT DUE 11/15/09

107 45 @ 4.04

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS.

Date 16 OCT 09 (Signed) _____ (Purchaser/Firm)

HILL, CHRIS (Sales Representative) By _____ (Signature of Officer, Partner or Owner, with Title)

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Y _____

YLF _____ (SEE OVER) DATE

EXHIBIT A

4078510409 OBRIAN PAGE 02/19

EA11-003 000683LC

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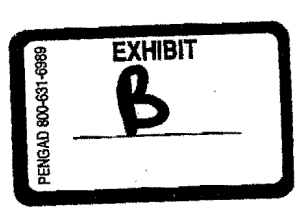

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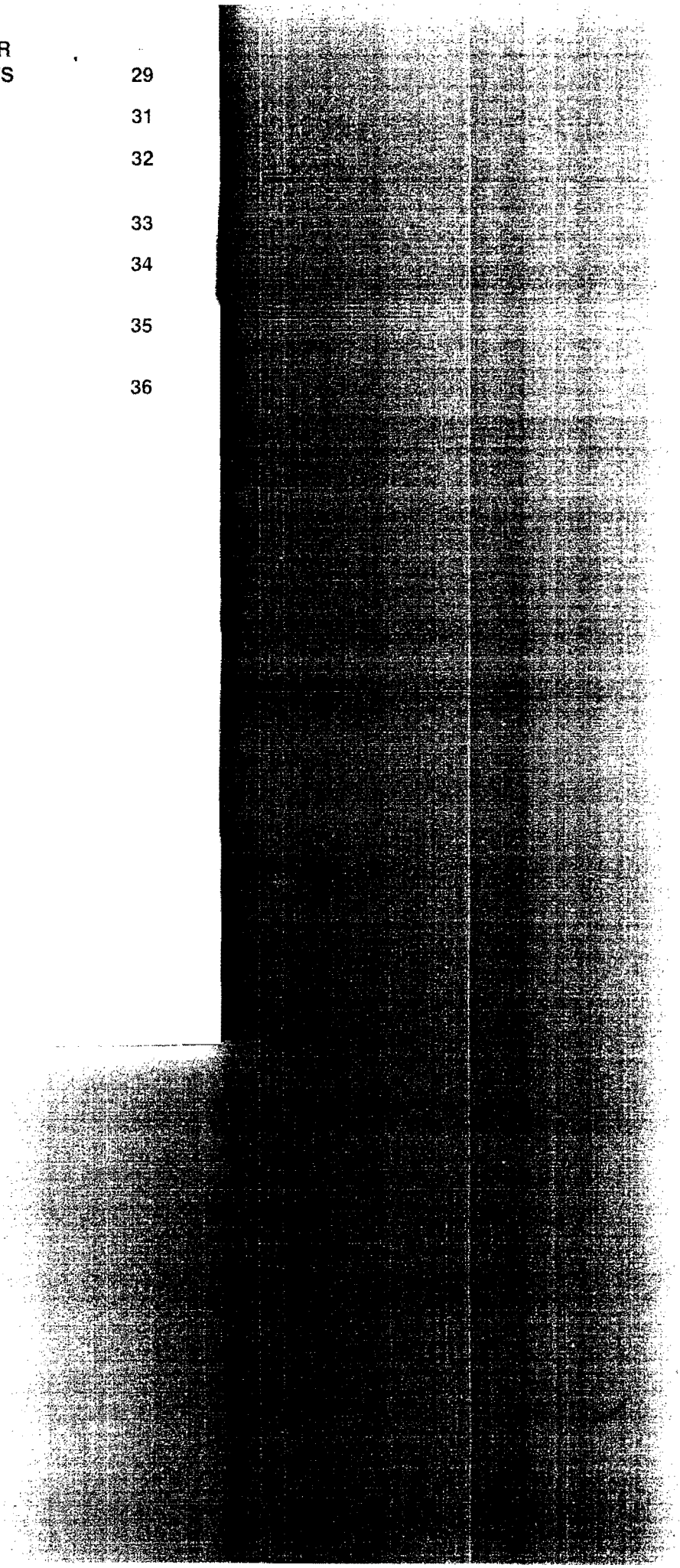


1 Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2009-model E-350 Livery Van equipped with the Livery Service Package or a 2009-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2009-model car or light truck. If you bought a previously owned 2009-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as

:cified in the Scheduled Maintenance Guide will invalidate warranty
'erage on parts affected by the lack of maintenance. Make sure that
eipts for completed maintenance work are retained with the vehicle
l confirmation of maintenance work is always entered in your
heduled Maintenance Guide.

ır Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury
to Care Service Center, has factory-trained technicians who can
'form the required maintenance using genuine Ford parts. The
ılership looks forward to meeting your every service need to maximize
ır satisfaction with your vehicle.

10 PAYS FOR WARRANTY REPAIRS?

ı will not be charged for repairs covered by any applicable warranty
ring the stated coverage periods, unless specifically stated elsewhere
this guide.

ne states have mandated alternate time coverage periods for parts of
ır vehicle (e.g. seatbelts).

ne states and/or local governments may require a tax on a portion of
rranty repairs. Where applicable law allows, the tax must be paid by
ı, the owner of the vehicle.

ring the Bumper to Bumper Warranty period, dealers may receive
tructions to provide no-cost, service-type improvements - not
ginally included in your Scheduled Maintenance Guide - intended to
rease your overall satisfaction with your vehicle.

metimes Ford may offer a special adjustment program to pay all or
rt of the cost of certain repairs beyond the terms of the applicable
rranty. Check with your dealer or call 1-800-392-3673 to learn whether
y adjustment program is applicable to your vehicle. Please have your
ıicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories. or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner Guide and Scheduled Maintenance Guide. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 27-30.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

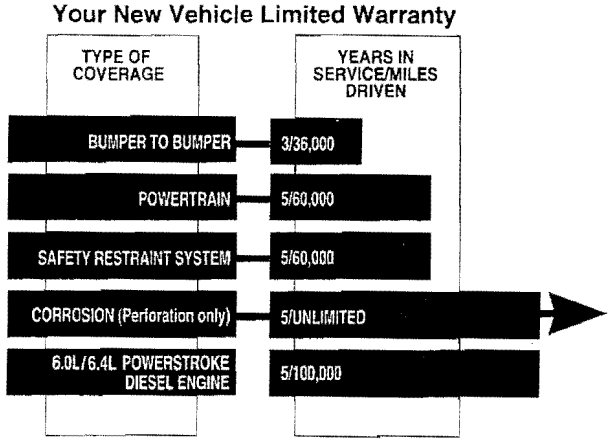
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 8-12)
➡ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

:hen authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the 6.0L/6.4L PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly (6.4L), turbocharger actuator (6.4L), powertrain control module, engine control module (6.4L), high pressure fuel injection pump assembly (6.4L), electronic driver unit, injectors,

injection pressure sensor, fuel rail pressure sensor (6.4L), high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor (6.4L), manifold pressure sensor (6.4L), intake air temperature sensor (6.4L), crankshaft position sensor (6.4L), camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-30.

Expedition Limousine Limited Warranty

If you have purchased or leased a 2009-model Expedition EL (equipped with the 17L Builder's Package) converted into a limousine by a Ford Qualified Vehicle Modifier, your Expedition EL is eligible for the Ford Limousine Limited Warranty coverage for three years or 100,000 miles, whichever occurs first. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty addendum card that was given to you when you took delivery of your 2009-model Expedition EL Limousine for details of the Ford Limousine Limited Warranty. See page 36 for additional details about the 17L Limousine Builder Package.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

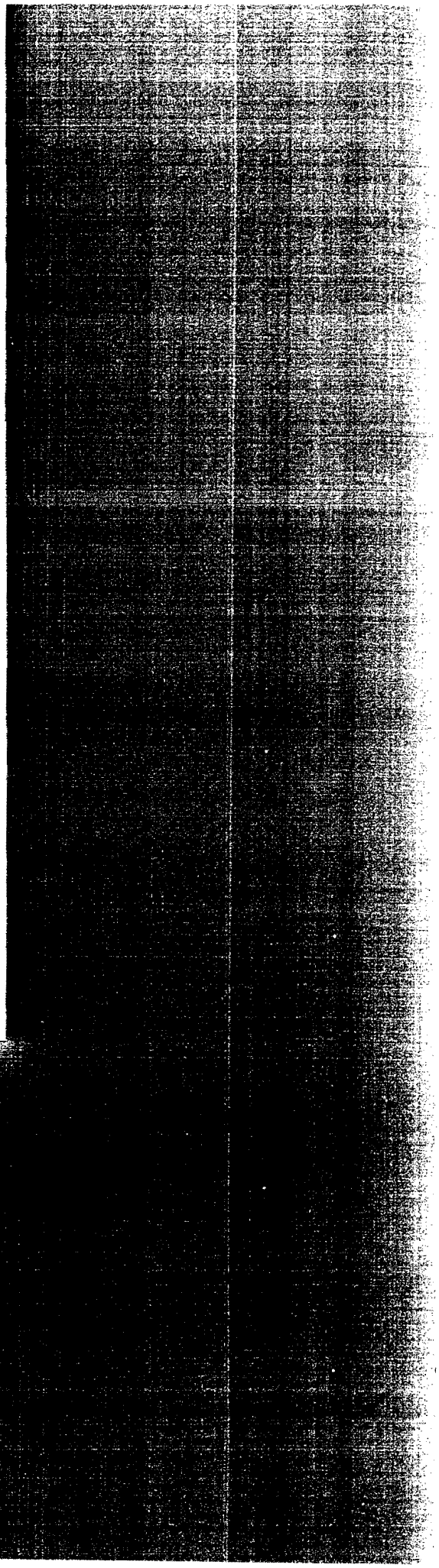
Where a vehicle has no factory-related defect, and is therefore not entitled to a warranty related repair, replacement or adjustment, it is Ford policy nonetheless to provide certain maintenance items, when necessary, free of charge during a limited period:

- wiper blade replacements will be provided during the first 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) will be provided during the first 12 months or 12,000 miles in service, whichever occurs first
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification



- the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted Expedition EL Limousines that are not equipped with the Limousine Builder's Package (17L) Option, or if the wheelbase is extended beyond 140 inches, or if the Gross Vehicle Weight Rating (GVWR) exceeds 9,900 pounds. See important information about Expedition EL limousine conversion (page 36).
- any other Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty. See important information about conversions (page 36)
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 35)

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurances in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

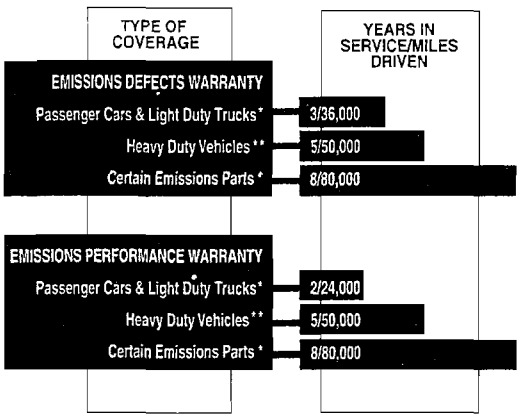
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

- **Emissions Defect Warranty** (page 18)
- **Emissions Performance Warranty** (page 19)
- **What is Covered?** (pages 20-21)
- **What is Not Covered?** (page 21)

EMISSIONS DEFECT WARRANTY COVERAGE

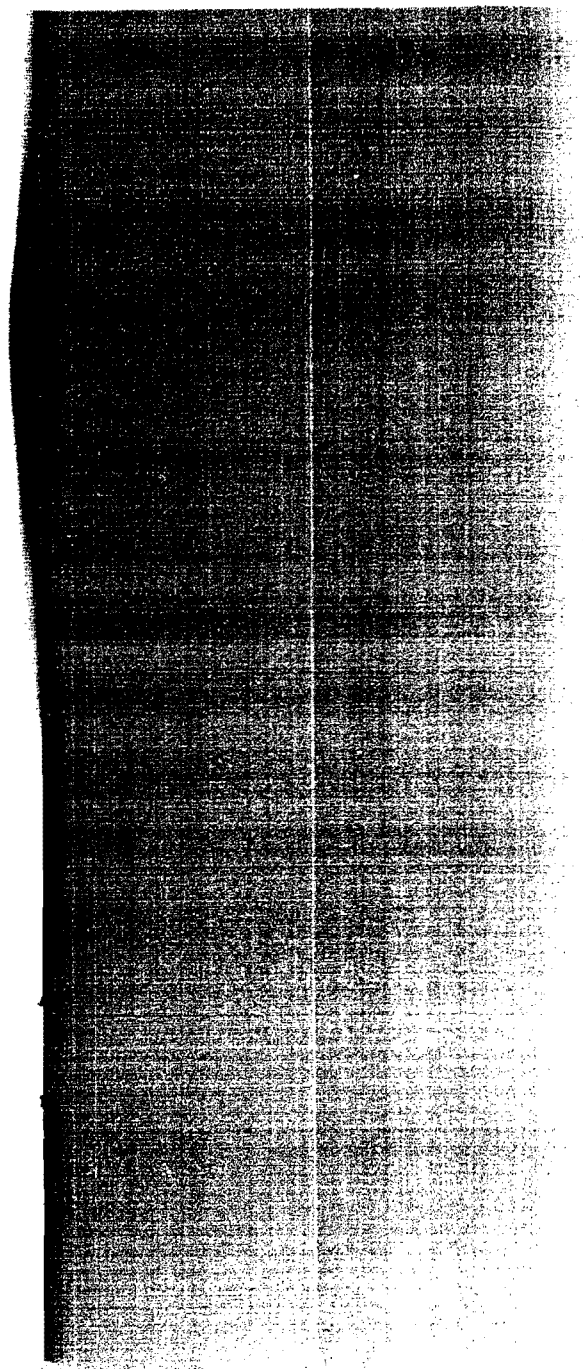
During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from defects in factory-supplied materials or workmanship that could prevent it from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of defective emissions-related parts listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic engine control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module.
  — 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.



EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emission control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

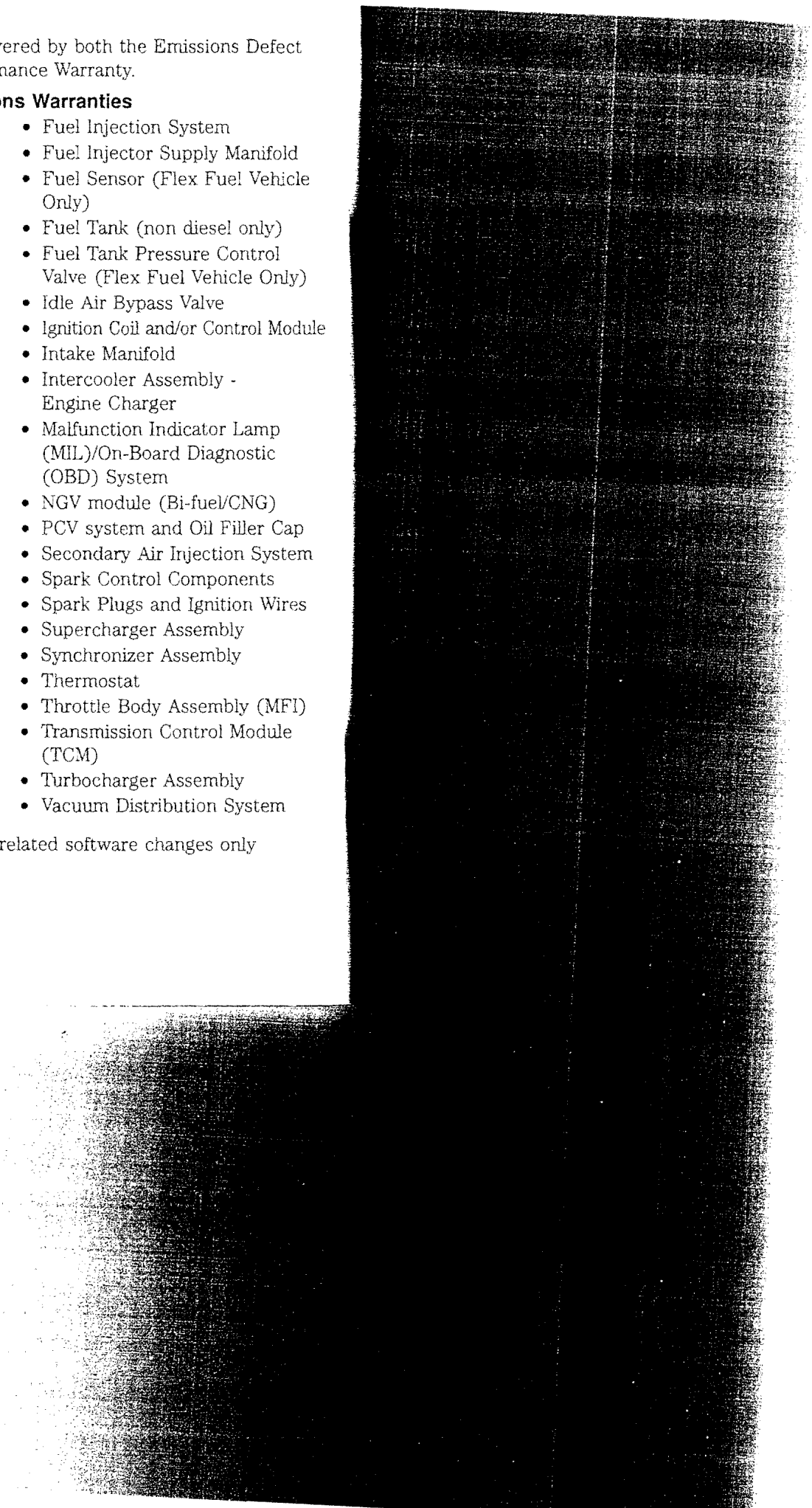
HAT IS COVERED?

)r your vehicle these parts are covered by both the Emissions Defect arranty and the Emissions Performance Warranty.

ist of Parts Covered by Emissions Warranties

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Attitude Compensation System
- Catalytic Converter (including Diesel Particulate Filter and Diesel Oxidation Catalyst)
- Cold Start Enrichment System
- Cold Start Fuel Injector (Flex Fuel Vehicle Only)
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Sensor (Flex Fuel Vehicle Only)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (Flex Fuel Vehicle Only)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- NGV module (Bi-fuel/CNG)
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Supercharger Assembly
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only



nportant Information About List of Parts

lso covered by the two emissions warranties are all emissions-related ulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, on-diesel fuel lines, sensors, and wiring harnesses that are used with omponents on the list of parts, above.

oncerning parts that should be replaced on a certain maintenance chedule: these parts remain under warranty until : (a) the first eplacement time that is specified in your **Owner Guide** and the **cheduled Maintenance Guide**; or (b) the time or mileage limits of ne Federal Defect and Performance Warranties (whichever occurs first). our Ford Motor Company dealer maintains a complete list of parts overed by emissions warranties. For more details about the specific arts covered by the Emissions Defect Warranty, contact your dealer.

VHAT IS NOT COVERED?

'ord Motor Company may deny you warranty coverage if your vehicle or part has failed because of abuse, neglect, improper maintenance, napproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

f you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you elieve to be violations of the terms of this warranty, you may contact:

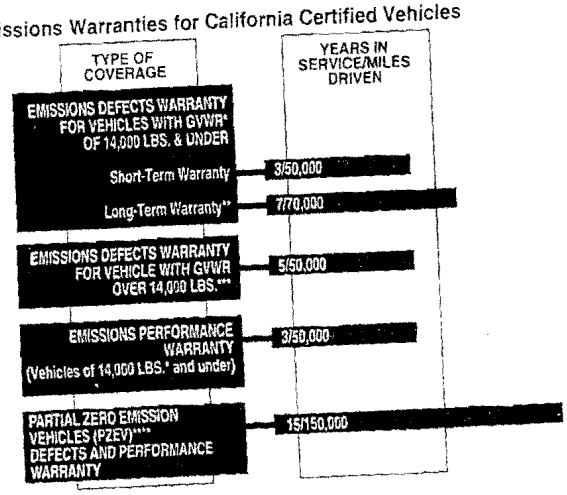
Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.
**** Refer to your Vehicle Emission Control Information Label for emissions certification information.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations,* and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

Other states adopting California emissions and warranty regulation:

- Passenger Car & Light-duty Trucks (up to 8,500 pounds GVWR) - California, Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emission standards, but not the California Emissions Warranty; the Federal Emissions Control Warranty applies to all non-PZEV vehicles in New York)
- Medium-Duty Vehicles (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Maine, Massachusetts, Oregon, Rhode Island, Vermont, and Washington
- Light Heavy-Duty Diesel Engine Vehicles (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, Massachusetts, and Pennsylvania

Vehicles Eligible for California PZEV Emission Warranty Coverage

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in California, Connecticut, Maine, Massachusetts, New Jersey, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

- **Defects Warranties** (pages 23-29)
- **Performance Warranty** (pages 23-25)
- **What Is Covered?** (pages 26-28)
- **What Is Not Covered?** (page 28)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2009-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include
or fuel-injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system DEFECTS WARRANTY.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

Owner's Warranty Responsibilities

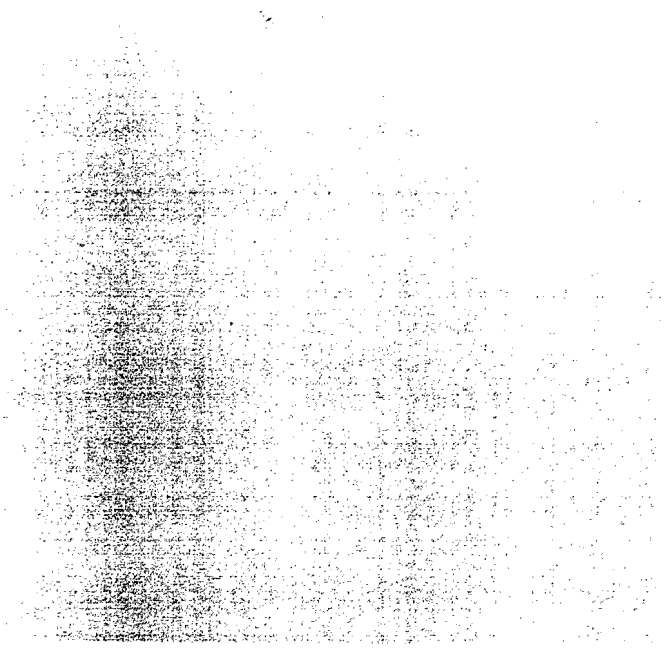
As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990



WHAT IS COVERED?

The parts on the following list are covered by the Defects Warranties.

List of Parts Covered by Defects Warranties

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter (including Diesel Particulate Filter and Diesel Oxidation Catalyst)
- Cold Start Enrichment System
- Cold Start Fuel Injector (Flex Fuel Vehicle Only)
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Sensor (Flex Fuel Vehicle Only)
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve (Flex Fuel Vehicle Only)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- NGV Module (Bi-fuel/CNG)
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Supercharger Assembly
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

COVERAGE FOR 2009-MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY

(Coverage for Up to 7 Years/70,000 Miles, Whichever First Occurs)

Focus, Fusion, Milan, Taurus, Taurus X, Sable, Escape (excl. Hybrid), Mariner (excl. Hybrid), Edge, Flex, Ranger, Explorer, Mountaineer, Sport Trac, Crown Victoria, Grand Marquis, Mustang, Econoline, Expedition, F-150, F-Series Super Duty, Motorhome

Part Name	Engine Size										
	2.0L	2.3L	2.5L	3.0L	3.5L	3.7L	4.0L	4.6L	5.4L	6.0L/6.4L	6.8L
ABS Module (Motorhome only)											X
Cam Timing Assembly	X			X	X		X(14)	X	X	X	X(1)
Camshaft Drive Assembly (Left-hand)							X(15)				
Camshaft Drive Assembly (Right-hand)							X(15)				
Camshaft Drive Assembly Kit-Left					X			X(16)	X(3)		
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X
Catalyst Inlet Pipe				X(5)	X(17)						
Charge Air Cooler									X(2)	X	
Crankshaft Vibration Damer Assembly									X(2)		
Dash Panel & Headlamp Junction Wiring		X	X	X(5)	X		X(18)	X(4)			
Diesel Oxidation Catalyst & Filter										X	
EGR Cooler/Assembly										X	
EGR Tube to Manifold Connector				X(5)					X(6)		
Electronic Engine Control Unit (ECU)	X	X	X	X	X	X	X	X	X	X	X
Engine Variable Timing Housing Assembly-Right				X(5)	X			X(16)	X(1)		
Engine Variable Timing Housing Assembly-Left					X(19)			X(14)	X(7)		
EVAP Vapor Storage Canister								X(14)	X(8)		
Exhaust Flex Pipe	X	X		X							
Exhaust Manifold Gasket				X(5)					X(6)		
Exhaust Manifold-Left					X(19)			X(9)	X(10)		X(1)
Exhaust Manifold-Right				X(5)	X(19)			X(20)	X(10)	X	X
Flat Exhaust Gasket				X(5)							
Fuel Injection Nozzle & Fuel Injector Control Module										X	
Fuel Injector Fuel Supply Manifold/Kit								X(11)	X(2)	X	X(11)
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X
Fuel Tank Sender & Pump Assembly		X(18)					X(2)	X(23)	X		
Fuel Tube Assembly							X(14)				
High Pressure Fuel Pump										X	
Hydraulic Fluid Pump Cover Kit										X	
Intake Manifold			X					X(24)	X	X	X
Output Shaft Speed (OSS) Sensor	Fusion/Milan with 6-Speed Automatic Transmission										
Positive Crankcase Ventilation (PCV) Valve				X(5)				X(11)	X(2)		X
Powertrain Control Wiring Harness				X(5)	X(21)		X	X(22)	X(12)	X	X
Solenoid Body Assembly							X	X(2)	X(13)	X	X
Supercharger & Throttle Body Spacer									X(2)		
Transmission Fluid Temperature Sensor	Fusion/Milan with 6-Speed Automatic Transmission										
Transmission Control Module		X(5)		X(5)	X(19)			X(14)			
Transmission Intermediate Speed Sensor		X(18)									
Turbine Shaft Speed Sensor Assembly		X(18)									
Turbocharger & Turbocharger Control Valve/Downpipe										X	

(1) F-Super Duty, Motorhome only; (2) Mustang only; (3) Expedition, F-150, F-Super Duty only; (4) Crown Victoria/Grand Marquis only; (5) Fusion/Milan only; (6) Expedition & Mustang only; (7) Expedition & F-150 only; (8) Expedition & F-Super Duty only; (9) F-150 & Mustang only; (10) Expedition, F-150, Mustang only; (11) Econoline only; (12) Econoline, F-Super Duty, Mustang only; (13) Econoline, F-Super Duty only; (14) Explorer, Mountaineer, Sport Trac; (15) Explorer, Mountaineer, Sport Trac, Ranger; (16) Mustang, Explorer, Mountaineer, Sport Trac; (17) Flex, Taurus, Sable Taurus X; (18) Ranger; (19) Edge, (20) Mustang, F-150, Explorer, Mountaineer, Sport Trac; (21) Flex, Taurus, Sable, Taurus X; (22) Econoline, F-150, Mustang, Explorer, Mountaineer, Sport Trac; (23) Crown Victoria, Grand Marquis, Mustang, Econoline, F-150; (24) Crown Victoria, Grand Marquis, Explorer, Mountaineer, Sport Trac

nportant Information about List of Parts

here may be additional coverage for these parts through the Bumper to umper, Powertrain, or Diesel Engine limited warranties. In any case, the arranty with the broadest coverage applies.

lso covered by this warranty are all emissions-related bulbs, hoses, lamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel ines, and wiring harnesses that are used with components on the list of arts above.

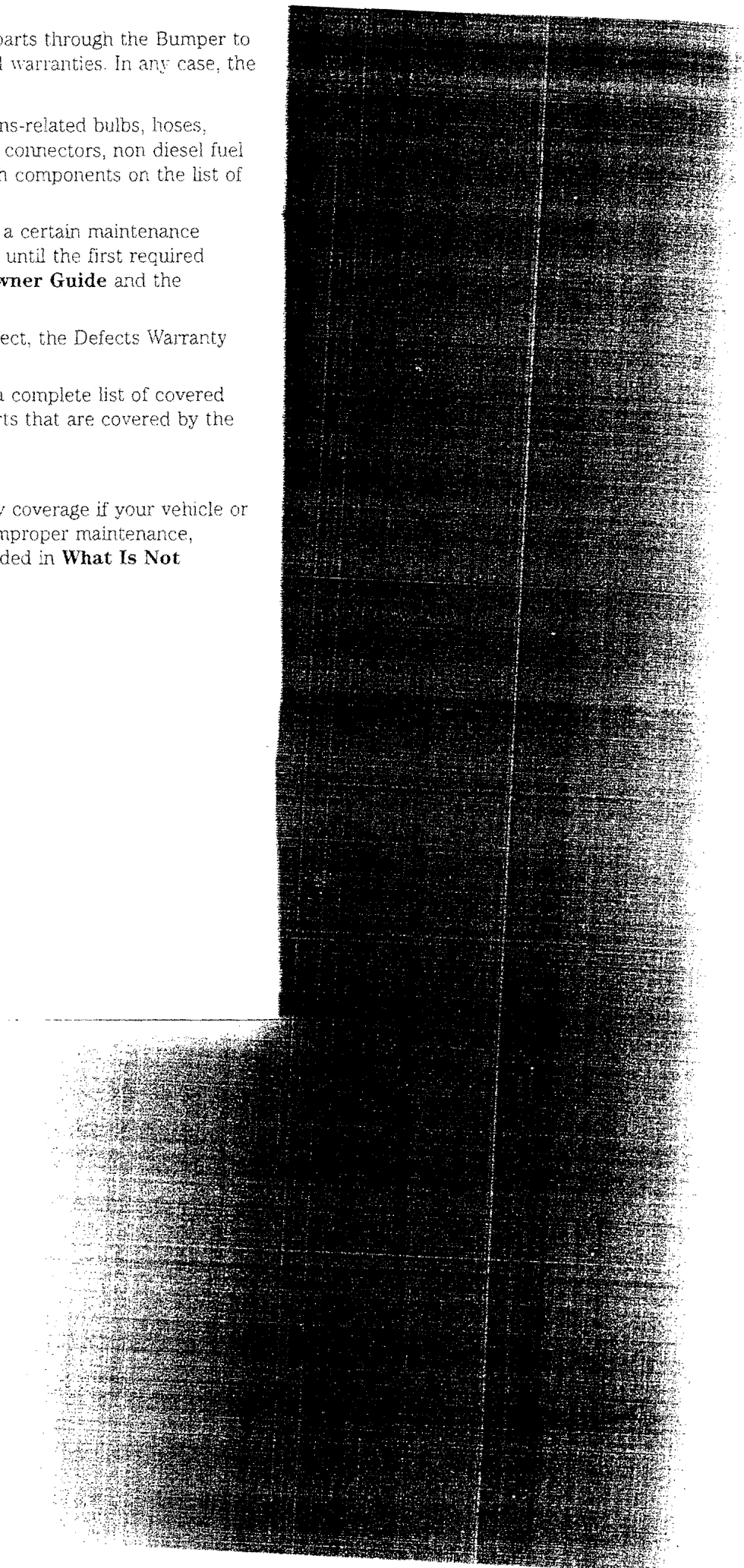
Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.



7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

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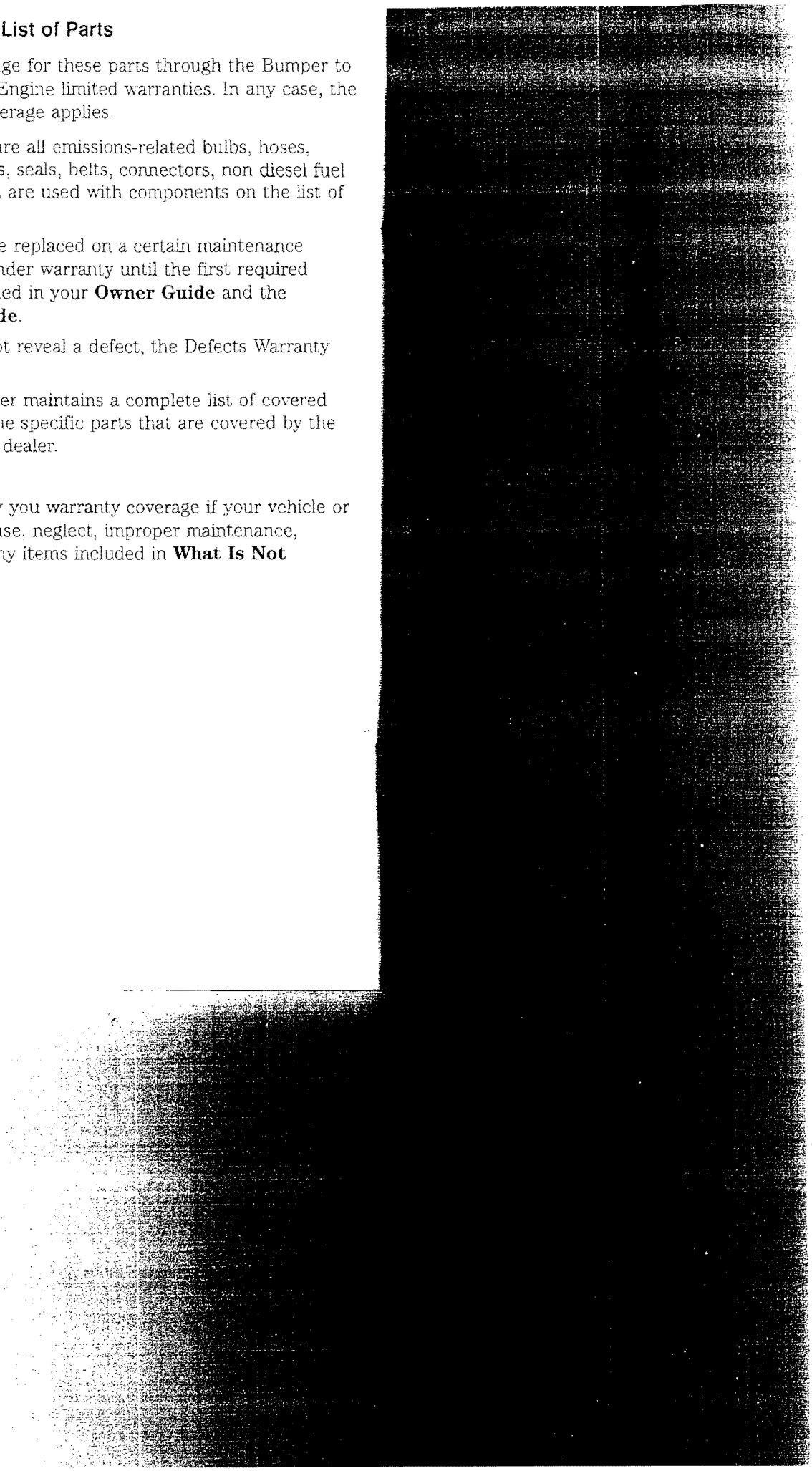

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WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

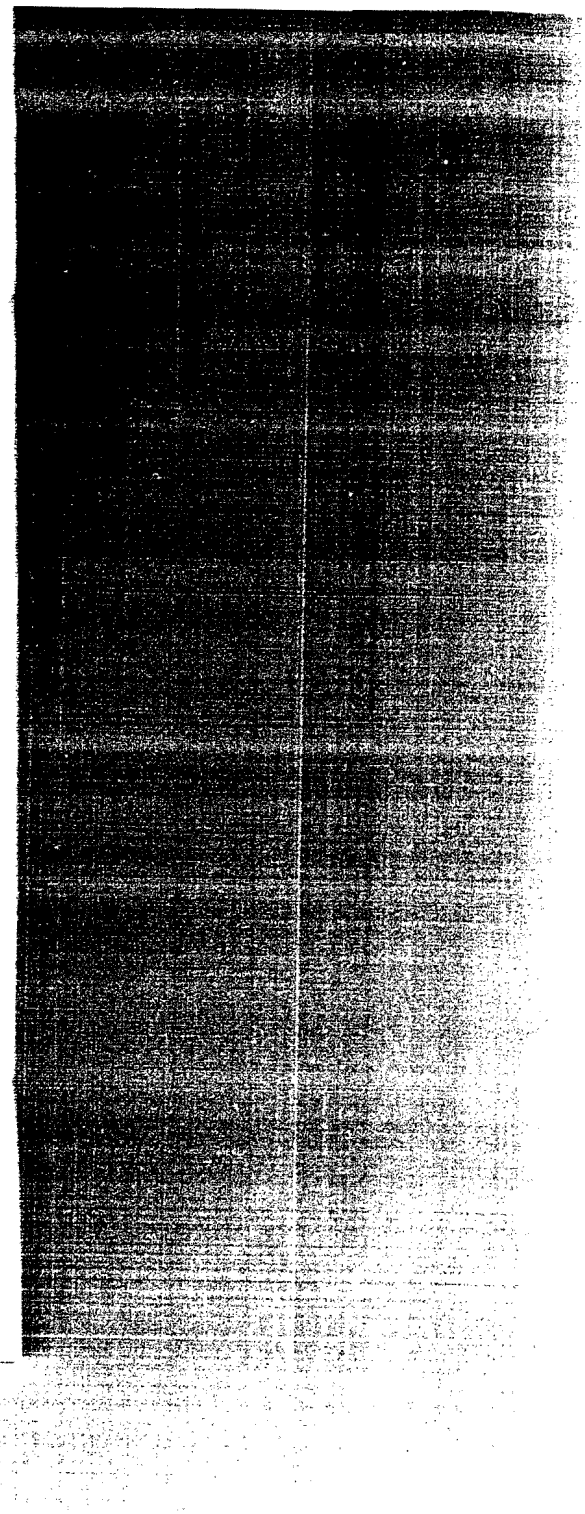
PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 33.



8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Extended Service Plan

IORE PROTECTION FOR YOUR VEHICLE

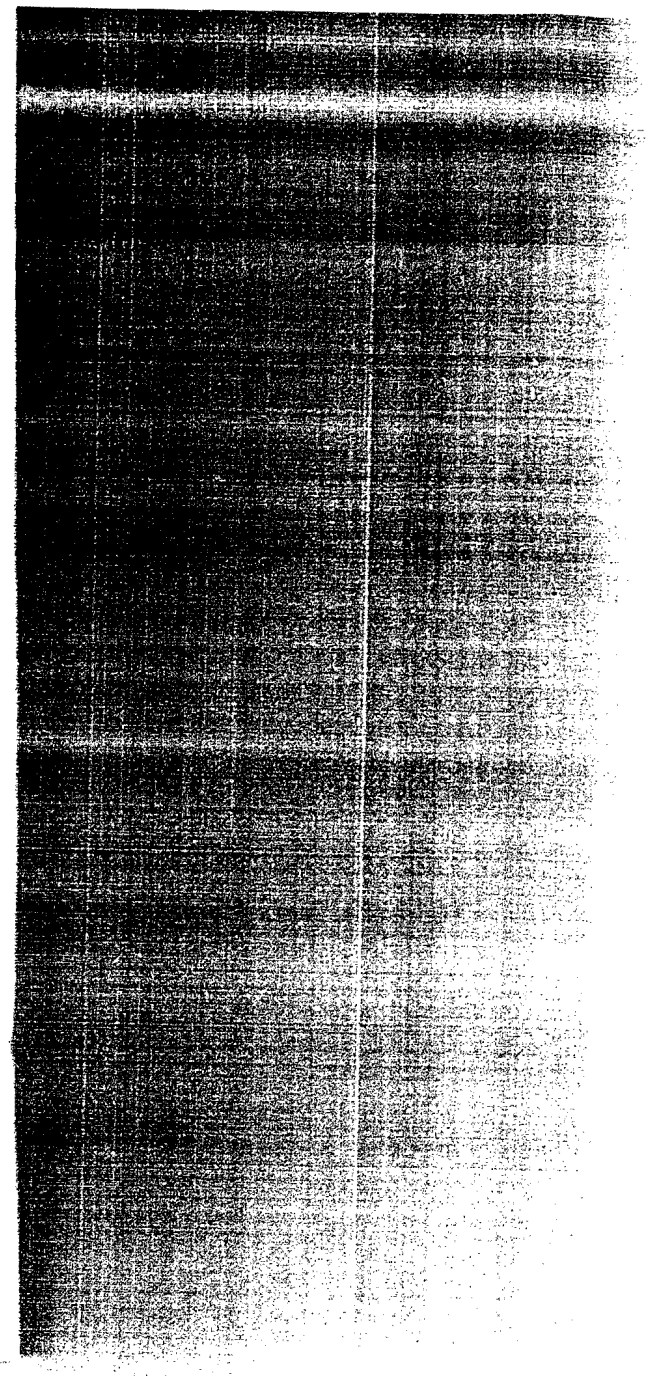
ou can get additional protection for your new car or light truck by urchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service ontracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper to Bumper Warranty expires.

ou may purchase Ford ESP from any Ford Motor Company dealer or isit our website at Ford-ESP.com. There are several Ford ESP plans vailable in various time, distance and deductible combinations. Each lan is tailored to fit your own driving needs, including reimbursement or towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection hroughout the United States and Canada, provided by a network of nore than 4,600 Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete letails about Ford ESP coverage.



10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibilty under Program Summary Guidelines.

You can get more information by callng BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1833

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

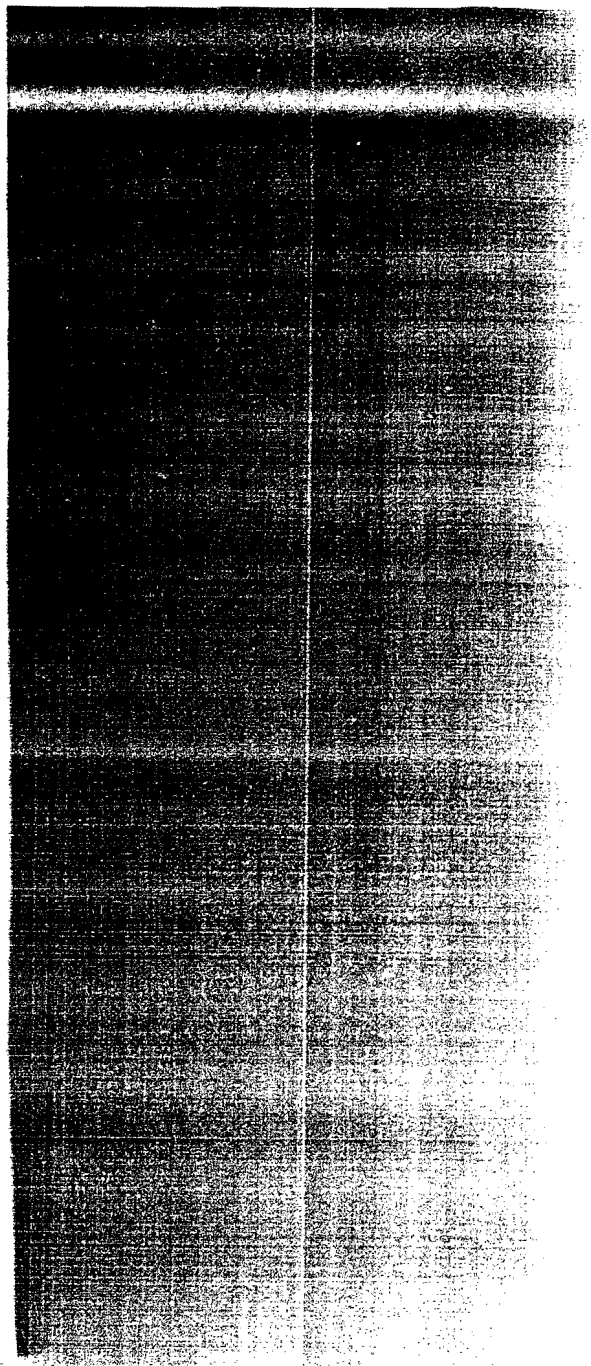
11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126



12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

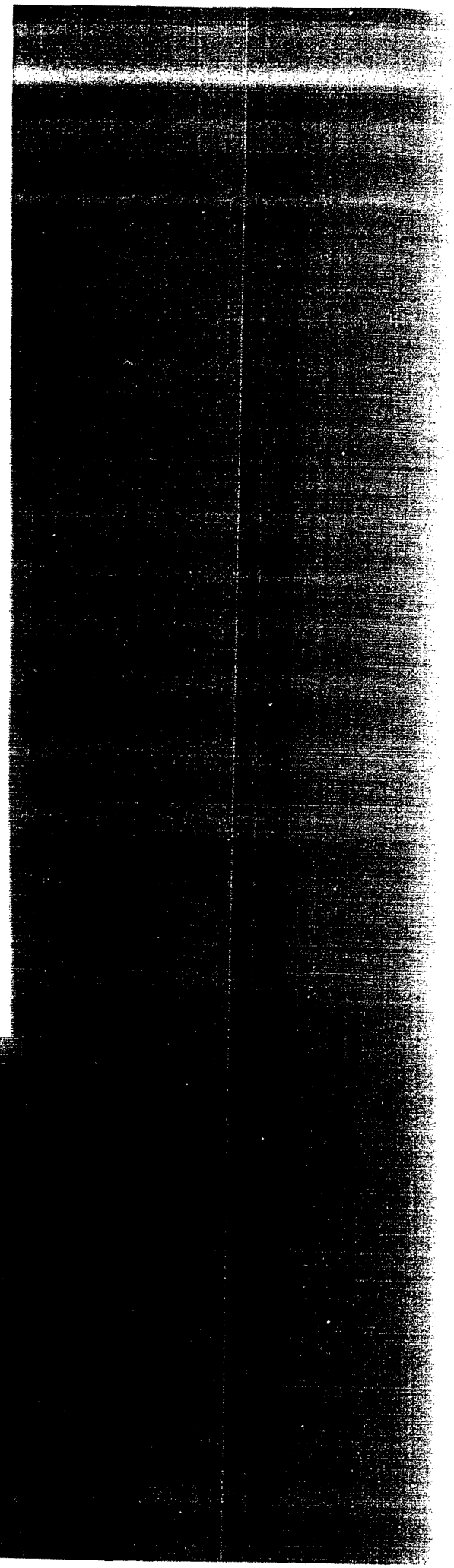
You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

13. Important information about Ford limousine conversions

Ford Motor Company authorizes only Ford Qualified Vehicle Modifiers (QVM's) to perform Ford Expedition EL conversions. To obtain a list of QVM's, visit our website at www.fleet.ford.com/limo or call 1-800-34-FLEET. Expedition EL is suitable for limousine conversion only if equipped with the proper Ford Limousine Builder's Package. The wheelbase on the Expedition EL with the Limousine Builder's Package (17L) may NOT be extended beyond 140" (258.89 total wheelbase) or in a manner that results in a Gross Vehicle Weight Rating (GVWR) exceeding 9,900 pounds.

If an Expedition EL Limousine is NOT equipped with the Limousine Builder's Package or it is equipped with the Limousine Builder's Package but it's wheelbase is extended beyond its limitations or if it's GVWR exceeds the weight limitations, then the New Vehicle Limited Warranty is voided, any Ford Extended Service Plan (ESP) contract is voided, applicable Emissions warranties may be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for emissions, warranty, recall, and in-use compliance).

Any other Ford or Mercury vehicle converted to a limousine will **void** the New Vehicle Limited Warranty.



Customer Number: [redacted] Invoice No: **304390**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 MV-00254
Phone (407) 298-1000

INVOICE
DUPLICATE 1
PAGE 1

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus:
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R7[redacted]		11684 11684	TR742

DEL DATE	PROD DATE	WARR EXP	PROMISED		RATE	PAYMENT	INV DATE
16OCT09	01JUN09		17:06 11MAR10		0.00	CASH	30SEP10

FLO OPENED	READY	OPTIONS: STK:914805 ENG:BBR TRN:448
08:34 11MAR10	15:44 10MAY10	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A D50 CUST STATES WRENCH LIGHT CAME ON AND ENGINE DIED HE RESTARTED IT AND IT RAN FOR APPROX 5 SECONDS THEN DIED AND NOW WILL NOT RESTART ONLY SPINS
CAUSE: 11684 HIGH PRESSURE FUEL PUMP, INJECTORS 2630 RAN CMDTCS FOUND P2291, KOEO P1000, KOEO INJ TEST PASS. CKED FUEL FOUND FUEL OK AND AT 6PSI.
6005E HARD START / NO START DIAGNOSTICS - DIESEL
ENGINE - DIAGNOSIS - L
3831 Smith,Kevin LIC#: 5336

[redacted] CTION (N/C)
[redacted] INJECTION (N/C)
[redacted] (N/C)
[redacted] FUEL SUPPLY (N/C)
[redacted] FUEL SUPPLY (N/C)
[redacted] BL (N/C)
[redacted] TER TO FUEL COO (N/C)
[redacted] TER TO FUEL PUM (N/C)
[redacted] (N/C)
[redacted] (N/C)
2 8C3Z*6N640*A GASKET (N/C)
4 *W302649* BOLT (N/C)
6 *W302494* NUT (N/C)
2 *W300003* BOLT (N/C)
2 8C3Z*8590*A SEAL (N/C)
1 8C3Z*8590*B SEAL (N/C)
3 VC*7*B ANTI-FREEZE (N/C)
1 XT*6*QSP FLUID - TRANSMISSION (N/C)
2 XT*5*QMC FLUID - TRANSMISSION (N/C)
2 *388898*S SEAL (N/C)
1 F75Z*9417*BB GASKET (N/C)
1 8C3Z*9276*A GASKET (N/C)

ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE

A standard charge for supplies and materials is made on each repair order. The amount of this charge will be 7% of the total labor charge. This will be shown in the lower right corner of repair order in the space provided. The

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorized any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

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

EXHIBIT Comp. C

PENGAD 800-631-6989

Customer Number: [redacted] Invoice No: **304390**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 MV-00254
Phone (407) 298-1000

INVOICE
DUPLICATE 1

[redacted]

Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	08	FORD F250	1FTSW21R78[redacted]		11684 11684	TR742

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		RATE	PAYMENT	INV. DAT
16OCT09	01JUN09		17:08 11MAR10		0.00	CASH	30SEP10

R.O. OPENED	READY	OPTIONS: STK:314805 ENG:88R TRN:448
06:34 11MAR10	15:44 10MAY10	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	1 3C3Z*6A831*AA GASKET - OIL FILTER							(N/C)
	1 8C3Z*9T514*C KIT - HARDWARE							(N/C)
	1 8C3Z*9G756*A SENSOR - FUEL INJECTOR PRESSUR							(N/C)
	-1 8C3Z*9A543*B CORE RETURN							(N/C)
	-0 8C3Z*9E527*A CORE RETURN							(N/C)
	1 PRDIFF SS 304390							(N/C)
	8C3Z9G756A							
	2 31545 PUSH NUT SPEED NUT 1/4							(N/C)
	8 *W303659* WASHER							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	[redacted]							(N/C)
	6005E3 KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL SELF-TEST - TEST - L							
	3831 Smith,Kevin LIC#: 5336							
	WFL							(N/C)
	6005E4 SCAN TOOL TEST - DATA LIST MONITORING - TEST - L							
	3831 Smith,Kevin LIC#: 5336							
	WFL							(N/C)
	6005E6 FUEL CONTAMINATION - CHECK - L							
	3831 Smith,Kevin LIC#: 5336							
	WFL							(N/C)
	6005E7 ELECTRIC FUEL PUMP PRESSURE TEST - L							

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

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

Customer Number: [redacted]

Invoice No: **304390**

INVOICE
DUPLICATE 1
PAGE 3

HEINTZELMAN'S TRUCK CENTER, Inc.
9474 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32824 MV-00254
Phone (407) 295-1000

[redacted]

Home: Bus: Cell: [redacted]
Email [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE #	MILEAGE IN / OUT	TAG
	08	FORD F250	1FTSW21R79E[redacted]		11684 11684	TR742

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16OCT09	01JUN09		17:06 11MAR10		0.00	CASH	30SEP10

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:98R TRN:448
06:34 11MAR10	15:44 10MAY10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
3831 Smith,Kevin LIC#: 5336			
WFL			(N/C)
6005E11 Bleed the High Pressure Fuel System			
3831 Smith,Kevin LIC#: 5336			
WFL			(N/C)
6005E14 MONITORP SENSOR NO START TEST			
3831 Smith,Kevin LIC#: 5336			
WFL			(N/C)
6005E45 DIESEL HARD START/NO START - DIAGNOSTIC			
[redacted]			(N/C)
[redacted]			(N/C)
[redacted]			(N/C)
[redacted]			(N/C)
6005PA 6.0L DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (6A642/6K682/6049/9A543/9P456) - L			
3831 Smith,Kevin LIC#: 5336			
WFL			(N/C)
6007B CAB ASSEMBLY - REMOVE AND INSTALL (1B24) - L			
3831 Smith,Kevin LIC#: 5336			
WFL			(N/C)
6007B47 PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L			
3831 Smith,Kevin LIC#: 5336			
WFL			(N/C)

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

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

Customer Number: [redacted]

Invoice No: **304390**

INVOICE
DUPLICATE 1
PAGE 4

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 MV-00254
Phone (407) 298-1000

[redacted]
BELLE ISLE, [redacted]
Home: Bus: Cell: [redacted]
[redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		11684 11684	TR742

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO	RATE	PAYMENT	INV DATE
18OCT09	01JUN09		17:06 11MAR10		0.00	CASH	30SEP10

RO OPENED	READY	OPTIONS: STK:914806 ENG:99R TRN:44B
08:34 11MAR10	15:44 10MAY10	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	6007B50 FUEL INJECTION PUMP SUPPLY TUBE - REPLACE (9C330) - L							
	3831 Smith,Kevin LIC#: 5336							
	WFL							(N/C)
	9249A FUEL CONDITIONING MODULE MANIFOLD SERVICE KIT - REPLACE (9B249) - L							
	3831 Smith,Kevin LIC#: 5336							
	WFL							(N/C)
	9002A FUEL TANK - REMOVE AND INSTALL							
	[redacted] AL - REPLACE							(N/C)
								(N/C)
	CLAIM TYPE:							
	AUTH CODE:							
	5336							
	SUBL SHELL INV 627141							
	WFL							(N/C)

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

,,,,11684 HIGH PRESSURE FUEL PUMP, INJECTORS 26.30 RAN CMDTCS FOUND
,,,,P2291, KOEO P1000, KOEO INJ TEST PASS. CKED FUEL FOUND FUEL OK AND AT
,,,,6PSI, CK INTAKE PASS. CRANKED VEH OVER MONITORED PIDS FOUND FRP WAS AT
,,,,90PSI KOEO AND WHILE CRANKING STAYED AT 90PSI. AFTER SEVERAL ATTEMPS OF
,,,,TRYING TO START, DID FIND PRESSURE TO JUMP UP TO 500PSI. UPDATED

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CUSTOMER SIGNATURE

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

Customer Copy

Customer Number: [redacted]

Invoice No: **304390**

INVOICE
DUPLICATE 1
PAGE 5

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 MV-00254
Phone (407) 298-1000

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		11684 11684	1R742

DEL DATE	PROM DATE	WARRY EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
16OCT09	01JUN09		17:06 11MAR10		0.00	CASH	30SEP10

R/O OPENED	READY	OPTIONS: STK:914809 ENG:99R TRN:448
06:34 11MAR10	15:44 10MAY10	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

,,,,PCM,TCM TO LATEST LEVEL.PREFORMED PIN PONIT TEST M INSTALLED BLEED TOOL
,,,,FOUND NO AIR IN THE SYSTEM. FOUND WHEN FUEL TABE RE-SET VEH STARTED AND
,,,,RAN BUT RAN ROUGH. RAN POWER BALANCE TEST FOUND #2,3,5 30-60 RPMS LOW.
,,,,RAN RELTATIVE COMP CK FOUND PASS. ALSO CKED FUEL CHARGE HARNESS FOUND
,,,,NO SHORTS OR HIGH RESISTANCE. CONTACTED FORD HOTLINE ID:103645939 THEY
,,,,RECOMEDED TO RUN A FUEL SYSTEM DEBRIS TEST. REMOVED VALVE COVERS AND
,,,,PRSFORMED TEST FOUND METAL IN THE FUEL SYSTEM AT FUEL RAILS. HOTLINE
,,,,SUBMIT FOR APPROVAL FOR COMPLETE FUEL SYSTEM REPLACMENT AND FLUSH.
,,,,CONTACTED FORD AUTH# REMOVED CAB ASSY, REPLACED HIGH PRESSURE FUEL
,,,,PUMP, [illegible] INJECTORS, [illegible] RAILS AND LINES, ALL [illegible] FUEL
,,,,LINES, [illegible] HOUSINGS AND REPLACED [illegible]
,,,,RETURN [illegible] LINES, AND FUEL [illegible]
,,,,REASSEMBLED, GAS [illegible] TABLE AND PRIMED FUEL SYSTEM WITH FUEL
,,,,BLEED FOR [illegible] FOUND VEH TO START AND RUN OK AND
,,,,[illegible] EEC TEST FOUND PASS [illegible] NEEDED
,,,,RO[illegible] OFF, STRIPPED CAB BOLTS, FLUSHING FUEL
,,,,LINES [illegible] ING LABOUR OPPS NEEDED FOR DIAG AND
,,,,REPAIR.

B QUALITY PARTS INSPECTION RECOMMENDED BY FORD

[illegible] RECOMMENDED BY FORD

[illegible] Sport Trac 4.0L SOHC VIN K 2006

C-L 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE $: 0.00

****

Attention!!!! New Service and Parts Hours

Service: Monday thru Friday 6am to 7pm.
Saturday 8am to 2pm.

Parts: Monday thru Friday 7am to 7pm.
Saturday 8am to 2pm.

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

CUSTOMER SIGNATURE

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

Customer Copy

Customer Number: [redacted]

Invoice No: **306492**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 298-1000

MV-00254

INVOICE

PAGE 1

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		17996 17996	TR522

DELIVERY DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
16OCT09	01JUN09		09:00 19JUN10		0.00	CC	22JUN10

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:99R TRN:448
09:31 18JUN10	15:33 22JUN10	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A D50 CUST STATES ENGINE OIL LEAKING
CAUSE: 17996 OIL LEAK DIAG, FOUND LEAK COMING FROM OIL DIP STICK TUBE
AT OIL PAN. REMOVED AND INSPECTED O RING, FOUND ORING ROLLED.
REPLACED O RI
6007D ENGINE OIL LEAKS - DIAGNOSIS - L
361 SCHLARF,SCOTT LIC#: 5730
WFL (N/C)
1 8C3Z*6753*A GASKET (N/C)
1 PM*1*B BRAKE CLEANER (N/C)
[illegible] AND REPLACE DIPSTICK ORING
[illegible] 5730
[illegible] (N/C)

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

,,,,1[illegible] COMING FROM OIL DIP STICK TUBE AT
,,,,OIL PAN. REMOVED AND INSPECTED O RING, FOUND ORING ROLLED. REPLACED O
,,,,RING. PRESSURE CLEAN ENGINE, TEST DRIVE, RETESTED FOR OIL LEAK, NO MORE
,,,,OIL LEAK AT THIS TIME.
****

B QUALITY CARE INSPECTION RECOMMENDED BY FORD
99P QUALITY CARE INSPECTION RECOMMENDED BY FORD
104 DRAGIEV,TODOR LIC#: 0446
C-L 0.00 0.00
LOF64 LUBE, OIL AND FILTER CHANGE ON 6.4 DIESEL
104 DRAGIEV,TODOR LIC#: 0446
CSS 34.37 34.37
1 FL*2016* KIT - ELEMENT & GASKET - OIL F 29.00 20.88 20.88
15 15W40 OIL 2.62 2.62 39.30

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CUSTOMER SIGNATURE

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

Customer Copy

Customer Number: [redacted]

Invoice No: **306492**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 295-1000

MV-00254

INVOICE

PAGE 2

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79[redacted]		17996 17996	TR522

DEL DATE	PROD DATE	MAIN EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
16OCT09	01JUN09		09:00 19JUN10		0.00	CC	22JUN10

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:99R TRN:448
09:31 18JUN10	15:33 22JUN10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
1 3C3Z*6734*AA GASKET	5.65	4.40	4.40

PARTS: 64.58 LABOR: 34.37 OTHER: 0.00 TOTAL LINE B: 98.95

,,,,17996 PERF Q C I,TECH 104 PERF LOF
****

CUSTOMER PAY Enviromental Chg FOR REPAIR ORDER 9.90

Attention!!!! New Service and Parts Hours

Service: Monday thru Friday 6am to 7pm.
Saturday 8am to 2pm.

Parts: Monday thru Friday [illegible]
Saturday 8am to 2pm.

Ford TRUCKS

STERLING TRUCKS

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 34.37
PARTS AMOUNT	$ 64.58
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 9.90
TOTAL CHARGES	$ 108.85
LESS INSURANCE	$ 0.00
SALES TAX	$ 7.08
PLEASE PAY THIS AMOUNT	$ 115.93

Customer Copy

Customer Number: [redacted]

Invoice No: **307159**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 298-1000

MV-00254

INVOICE

PAGE 1

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: Cell [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		20691 20691	TR799

16OCT09	01JUN09		07:30 23JUL10		0.00	CASH	27JUL10

R.O. OPENED	READY	OPTIONS: STK:914806 ENG:99R TRN:44B
07:23 22JUL10	16:18 27JUL10	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A D50 CUST STATES TURBO BUILDING NO BOOST
CAUSE: VERIFY CONCERN. P0404. PERFORMANCE DIAG SHEET.VERI FY BASE FUEL PRESSURE. 6 PSI AT FUEL COOLER. HIGH PRESSURE FUEL SYSTEM PASS. TEST DRIVE

6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL
ENGINE - DIAGNOSIS - L
458 WAGES,JONATHON LIC#: 3053
WFL (N/C)

1 PM*4*B BRAKE CLEANER (N/C)

[redacted] GAS RECIRCULAT (N/C)

[redacted] CHECK - TEST - L
[redacted] 3053
[redacted] (N/C)

[redacted] INJECTOR
[redacted] - L
[redacted] 3053
[redacted] (N/C)

[redacted] ER CHECK - TEST
[redacted] 3053
[redacted] (N/C)

[redacted]
458 WAGES,JONATHON LIC#: 3053
WFL (N/C)

6005F13 FUEL CONTAMINATION - CHECK - L
458 WAGES,JONATHON LIC#: 3053
WFL (N/C)

6005F18 FUEL PUMP PRESSURE - CHECK - L
458 WAGES,JONATHON LIC#: 3053
WFL (N/C)

6005F41 HIGH PRESSURE FUEL SYSTEM - TEST - L
458 WAGES,JONATHON LIC#: 3053
WFL (N/C)

12650D30 EGR VALVE AND OR GASKET - REMOVE AND

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CUSTOMER SIGNATURE

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

Customer Copy

Customer Number: [redacted]

Invoice No: **307159**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 298-1000

MV-00254

INVOICE

PAGE 2

[redacted]
BELLE ISLE, FL[redacted]
Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79[redacted]		20691 20691	TR799

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	[illegible]
16OCT09	01JUN09		07:30 23JUL10		0.00	CASH	27JUL10

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:SSR TRN:448
07:23 22JUL10	16:18 27JUL10	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

INSTALL OR REPLACE (9D448/9D475/9F452/9F483)
- L
458 WAGES,JONATHON LIC#: 3053
WFL (N/C)

FC: D42 42
PART#: 8C3Z*9D475*D
COUNT:
CLAIM TYPE:
AUTH CODE:

PARTS: [illegible] OTHER: 0.00 TOTAL [illegible] 0.00

,,,,[illegible] CONCERN. P0404. PERFORMANCE DIAG
,,,,[illegible] PSI AT FUEL [illegible] HIGH PRESSURE
,,,,[illegible] VEHICLE ONLY [illegible]
,,,,[illegible] CONTROLED AND STUCK OPEN AT ALL
,,,,[illegible] FOUND TO HAVE EXCESSIVE CARBON BUILDUP
,,,,[illegible] RECHECK. VEHICLE BOOST WITHIN SPEC.
,,,,[illegible]

B QUA[illegible] BY FORD
[illegible] QUALITY CARE INSPECTION RECOMMENDED BY FORD
458 WAGES,JONATHON LIC#: 3053
C-L 0.00 0.00

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

****

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Service: Monday thru Friday 6am to 7pm.
Saturday 8am to 2pm.

Parts: Monday thru Friday 7am to 7pm.
Saturday 8am to 2pm.

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

CUSTOMER SIGNATURE

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

Customer Copy

Customer Number: [redacted]

Invoice No: **308742**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 298-1000

MV-00254

INVOICE

PAGE 1

[redacted]
BELLE ISLE, FL[redacted]
Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		26122 26122	TR303

16OCT09	01JUN09		12:42 02OCT10		0.00	CASH	01OCT10

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:99R TRN:448
14:40 30SEP10	12:25 01OCT10	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A D50 C/S TRANS FEELS LIKE ITS HUNTING FOR A GEAR AT LOWER SPEEDS SEEMS
TO WORSE WHEN COLD OR SETTING FOR A WHILE
CAUSE: NPF
N-99 COULD NOT DUPLICATE CONCERN
3831 Smith,Kevin LIC#: 5336
C-L 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

,,,,26122 NPF 0.00 RAN CMDTCS ON TCM FOUND PASS. TEST DROVE VEH FOUND
,,,,VEH TO RUN OK AND SHIFT FINE. NO PROBLEM AT THIS TIME.
****
B QUALITY [illegible] BY FORD
[illegible] RECOMMENDED BY FORD
[illegible] 5336
[illegible] 0.00 0.00
PARTS: [illegible] OTHER: 0.00 TOTAL LINE B: 0.00

****
C** ADD D50 CUST STATE CHECK ENGINE LIGHT IS ON
CAUSE: RAN CMDTCS ON PCM FOUND P0404 KOEO P1000, KOEO INJ TEST PASS,
[illegible] 09- 16-08 PREFORMED TSB AND
UPDATE PCM/TCM/IC
091608A Reprogram The PCM/TCM/IC
3831 Smith,Kevin LIC#: 5336
WFL (N/C)
FC: D50 04
PART#: RECAL
COUNT:
CLAIM TYPE:
AUTH CODE:
5336
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

,,,,26122 TSB 09-16-08 0.50 RAN CMDTCS ON PCM FOUND P0404, KOEO P1000,

ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE

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LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorized any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

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

Customer Number: [redacted]

Invoice No: **308742**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 298-1000

MV-00254

INVOICE

PAGE 2

[redacted]
BELLE ISLE, FL[redacted]
Home: Bus: Cell: [redacted]
Email [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		26122 26122	TR303

DEL DATE	PROD DATE	WARR EXP	RECOVERED	PO NO	RATE	PAYMENT	INV DATE
15OCT09	01JUN08		12:42 02OCT10		0.00	CASH	01OCT10

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:98R TRN:448
14:40 30SEP10	12:25 01OCT10	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

,,,,KOEO INJ TEST PASS, KOER PASS. RAN OASIS FOUND TSB 09-16-08 PREFORMED
,,,,TSB AND UPDATE PCM,TCM,IC TO LATEST LEVEL. RE-TESTED FOUND VEH TO START
,,,,AND RUN OK AND HAVE POWER. RE-RAN EEC TEST FOUND PASS.

****

Attention!!!! New Service and Parts Hours

Service: Monday thru Friday 6am to 7pm.
Saturday 8am to 2pm.

Parts: Monday thru Friday 7am to 7pm.
Saturday 8am to 2pm.

Ford TRUCKS

STERLING TRUCKS

ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

CUSTOMER SIGNATURE

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

Customer Copy

X4012-200_1

Customer Number [redacted] Invoice No: 310842

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 MV-00254
Phone (407) 298-1000

PAGE 1

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		35915 35915	TR979

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16OCT09	01JUN09		07:36 20JAN11		0.00	CC	18JAN11

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:99R TRN:44B
14:04 17JAN11	16:22 18JAN11	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

A D50 CUST STATES THE CHECK ENGINE LIGHT COMES ON AT TIMES
B SEE LINE B FOR REPAIRS
3831 Smith,Kevin LIC#: 5336
C-L 0.00 0.00

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

,,,,35915 0.00 SEE LINE #B

****

B D50 CUST STATES ENGINE BLOWS GRAY SMOKE OUT TAILPIPE AND WHEN THIS HAPPENS IT WILL NOT ACCELERATE IF YOU EASE OFF ACCELERATOR THEN
[redacted] AND RUNS FINE
CAUSE: [redacted] P0069 FOUND, P0299, P2000, KOEO INJ TEST PASS, KOER P1000 [redacted] TEST DROVE VEH MONITORED-PIDS [redacted]
[redacted] DIAGNOSTICS - DIESEL
[redacted] DIAGNOSTICS
3831 Smith,Kevin LIC#: 5336
WFL (N/C)
[redacted] (N/C)
[redacted] KEY ON ENGINE KOEO - KOEO CHECK - TEST - L
[redacted] 3831 Smith,Kevin LIC#: 5336
WFL (N/C)

6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST -
L EXTRA TIME TO REPEAT FINAL QUICK TEST
3831 Smith,Kevin LIC#: 5336
WFL (N/C)

6005F2 KEY ON ENGINE OFF - KOEO INJECTOR
ELECTRICAL SELF-TEST - TEST - L
3831 Smith,Kevin LIC#: 5336
WFL (N/C)

6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST
- L
3831 Smith,Kevin LIC#: 5336
WFL (N/C)

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

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

02/10/2011 15:39 4078510409 OBRIAN PAGE 19/19

EA11-003 000735LC

Customer Number: [redacted]

Invoice No: **310842**

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804
Phone (407) 298-1000

MV-00254

INVOICE

PAGE 2

[redacted]
BELLE ISLE, FL[redacted]
Home: Bus: Cell: [redacted]
[redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F250	1FTSW21R79E[redacted]		35915 35915	TR979

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16OCT09	01JUN09		07:36 20JAN11		0.00	CC	18JAN11

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:99R TRN:448
14:04 17JAN11	16:22 18JAN11	

```
LINE OPCODE TECH TYPE HOURS                                  LIST      NET      TOTAL
     6005F45 DIESEL ENGINE PERFORMANCE - DIAGNOSTIC
          PIN POINT TEST - L
            3831 Smith,Kevin LIC#: 5336
                 WFL                                                                (N/C)
     12650D13 MANIFOLD ABSOLUTE PRESSURE SENSOR (MAP)
          - REPLACE (12A680/12B583/9F479/9S480) - L
            3831 Smith,Kevin LIC#: 5336
                 WFL                                                                (N/C)
    FC: D50 42
    PART#: 8C3Z*9F479*A
    COUNT:
    CLAIM TYPE:
    AUTH CODE:
    5
PARTS:      0.00 LABOR:      0.00 OTHER:      0.00  TOTAL LINE B:          0.00

,,,,35915 MAP SENSOR L40 RAN CMDTCS FOUND P0069, KOEO P1000, KOEO INJ
,,,,TEST PASS. KOEO P1000 RAN OASTS FOUND OK. TEST DROVE VEH MONITORED
,,,,PIDS VERIFIED CONCERN FOUND VEH BLOWS SMOKE ON ACCL AND FOUND AT KOEO
,,,,MAP SENSOR READING 7PSI AT KOEO. RAN PIN POINT TEST AU FOUND MAP SENSOR
,,,,FUALTS REPLACED MAP SENSOR. RE-TESTED FOUND AT KOEO MAP READING
,,,,14.3PSI. RE-TESTED FOUND VEH TO RUN OK AND HAVE POWER AND NOT BLOW
,,,,SMOKE. RE-RAN EEC TEST FOUND PASS.
          ***************************************************
C LUBE, OIL AND FILTER CHANGE ON 6.4 DIESEL
     LOF64 LUBE, OIL AND FILTER CHANGE ON 6.4 DIESEL
            3831 Smith,Kevin LIC#: 5336
                 CSS                                                  36.07     36.07
       1 FL*2016* KIT - ELEMENT & GASKET - OIL F          29.00      20.88     20.88
       15 15W40M OIL MC                                    2.80       2.80     42.00
PARTS:      62.88  LABOR:      36.07  OTHER:      0.00  TOTAL LINE C:          98.95

,,,,35915 0.60 LOF DONE
          ***************************************************
```

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

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

02/10/2011 15:39 4078510409 OBRIAN PAGE 18/19

EA11-003 000736LC

Customer [redacted]

Invoice No: 310842

INVOICE

PAGE 3

HEINTZELMAN'S TRUCK CENTER, Inc.
2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 MV-00254
Phone (407) 298-1000

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: Cell [redacted]
Email: [redacted]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F250	1FTSW21R79[redacted]		35915 35915	TR979

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O. NO.	RATE	PAYMENT	INV. DATE
16OCT09	01JUN09		07:36 20JAN11		0.00	CC	18JAN11

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:89R TRN:448
14:04 17JAN11	16:22 18JAN11	

LINE OPCODE TECH TYPE HOURS			LIST	NET	TOTAL
D REPLACE FUEL FILTERS ON 6.0/6.4/6.7 DIESEL ENGINE.					
FUEL60 REPLACE FUEL FILTERS ON 6.0/6.4/6.7 DIESEL ENGINE.					
3831 Smith,Kevin LIC#: 5336					
CSS				95.96	95.96
1 8C3Z*9N184*C ELEMENT			99.98	53.99	53.99
PARTS: 53.99 LABOR: 95.96 OTHER: 0.00 TOTAL LINE D:					149.95
,,,,35915 1.20 REPLACED FUEL FILTERS.					
E PERFORM COMPLETE TRANS FLUSH ON 6.4/6.7 DIESEL.					
FLUSH PERFORM COMPLETE TRANS FLUSH ON 6.4/6.7 DIESEL					
3831 Smith,Kevin LIC#: 5336					
CSS				51.40	51.40
1 TOOL TRANS FLUSH MACHINE			31.98	31.98	31.98
2 [redacted] TRANSMISSION			10.55	3.17	66.57
PARTS: 98.55 LABOR: 82.40 OTHER: 0.00 TOTAL LINE E:					249.95
,,,,35915 2.80 TRANS FLUSH DONE					
F QUALITY CARE INSPECTION RECOMMENDED BY FORD					
99P QUALITY CARE INSPECTION RECOMMENDED BY FORD					
3831 Smith,Kevin LIC#: 5336					
C-L				0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:					0.00
CUSTOMER PAY Enviromental Chg FOR REPAIR ORDER					30.00

4072560655

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CUSTOMER SIGNATURE

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

Customer Copy

02/10/2011 15:39 4078518409 OBRIAN PAGE 17/19

Customer Number: [redacted]

Invoice No: **310842**

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32804 **MV-00254**
Phone (407) 298-1000

PAGE 4

[redacted]
BELLE ISLE, FL [redacted]
Home: Bus: Cell: [redacted]
Email: [redacted]

SERVICE ADVISOR: **113 MARK DURRETT**

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F250	1FTSW21R79[redacted]		35915 35915	TR979

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16OCT09	01JUN09		07:36 20JAN11		0.00	CC	18JAN11

R.O. OPENED	READY	OPTIONS: STK:914805 ENG:09R TRN:44B
14:04 17JAN11	16:22 18JAN11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

Attention!!!! New Service and Parts Hours

Service: Monday thru Friday 6am to 7pm.
Saturday 8am to 2pm.

Parts: Monday thru Friday 7am to 7pm.
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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 283.43
PARTS AMOUNT	$ 215.42
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 30.00
TOTAL CHARGES	$ 528.85
LESS INSURANCE	$ 0.00
SALES TAX	$ 34.39
PLEASE PAY THIS AMOUNT	**$ 563.24**

Customer Copy

02/10/2011 15:39 4078510409 BRIAN PAGE 15/19

I. CAPTION

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
CIVIL DIVISION

SEAN O'BRIAN,
Plaintiff,

Case No.:

v.

FORD MOTOR COMPANY,
Defendant.
_____/

II. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

- [] Condominium
- [X] Contracts and indebtedness
- [] Eminent domain
- [] Auto negligence
- [] Negligence--other
  - [] Business governance
  - [] Business torts
  - [] Environmental/Toxic tort
  - [] Third party indemnification
  - [] Construction defect
  - [] Mass tort
  - [] Negligent security
  - [] Nursing home negligence
  - [] Premises liability--commercial
  - [] Premises liability--residential
- [] Products liability
- [] Real property/Mortgage foreclosure
  - [] Commercial foreclosure $0 - $50,000
  - [] Commercial foreclosure $50,001 - $249,999
  - [] Commercial foreclosure $250,000 or more
  - [] Homestead residential foreclosure $0--$50,000
  - [] Homestead residential foreclosure $50,001--$ 249,999
  - [] Homestead residential foreclosure $250,000 or more
  - [] Nonhomestead residential foreclosure $0 - $50,000
  - [] Nonhomestead residential foreclosure $50,001--$ 249,999
  - [] Nonhomestead residential foreclosure $250,000 or more
  - [] Other real property actions $0 - $50,000
  - [] Other real property actions $50,001 - $249,999
  - [] Other real property actions $250,000 or more
- [] Professional malpractice
  - [] Malpractice--business
  - [] Malpractice--medical
  - [] Malpractice--other professional
- [] Other
  - [] Antitrust/Trade regulation
  - [] Business transactions
  - [] Constitutional challenge--statute or ordinance
  - [] Constitutional challenge--proposed amendment
  - [] Corporate trusts
  - [] Discrimination--employment or other
  - [] Insurance claims
  - [] Intellectual property

foreclosure $50,001--$249,999
[] Homestead residential foreclosure $250,000 or more
[] Nonhomestead residential foreclosure $0--$50,000
[] Libel/Slander
[] Shareholder derivative action
[] Securities litigation
[] Trade secrets
[] Trust litigation

III. REMEDIES SOUGHT (check all that apply):
[X] monetary;
[] nonmonetary declaratory or injunctive relief;
[] punitive

IV. NUMBER OF CAUSES OF ACTION: [1]
(specify) 1. Breach of Express Warranty.

V. IS THIS CASE A CLASS ACTION LAWSUIT?
[] yes
[X] no

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?
[X] no
[] yes If "yes", list all related cases by name, case number, and court.

VII IS JURY TRIAL DEMANDED IN COMPLAINT?
[X] yes
[] no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature: _____ Fla. Bar #0025848
Attorney or party (Bar # if attorney)

Patrick J. Cremeens 4/25/11
(type or print name) Date

THE LAW OFFICE OF PATRICK J. CREMEENS, P.L.

Patrick J. Cremeens
4707 Gandy Boulevard
Suite 8
Tampa, Florida 33611
Phone (813) 839-2000
Fax (813) 839-3500
E-mail patrick@cremeenslaw.com
Web www.cremeenslaw.com

March 3, 2011

Via U.S. Mail
Ford Motor Company
c/o CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

Re: [redacted]
2009 Ford F-250
VIN: 1FTSW21R79E[redacted]

Dear Sir or Madam,

Please be advised that this law firm represents [redacted] regarding warranty claims for the above-referenced truck. We will refrain from filing suit in an effort to resolve this matter with Ford Motor Company prior to litigation.

On or about October 16, 2009, my client purchased this truck from Hentzelman's truck center in Orlando, Florida. See enclosed Retail Buyer's Order and Invoice. In order for Ford to evaluate this matter, the following is a detailed repair summary relative to the defects complained about by my client (also see enclosed copies of repair orders):

DATE	DAYS	MILE	RO#	COMPLAINT
6/18/10	5	17,996	306492	**Engine:** Customer states engine oil leaking. (Cause: oil leak diag, found leak coming from oil dip stick tube at oil pan. Removed and inspected o ring, found o ring rolled.)

7/22/10	6	20,691	307159	**Engine:** Customer states turbo building no boost. (Cause: verify concern. P0404. Performance diag sheet. Verify base fuel pressure. 6 PSI at fuel cooler. High pressure fuel system pass. test drive. EGR valve failed – 2.50.)
3/11/10	61	???	304390	**Engine:** Customer states wrench light came on and engine died. He restarted it and it ran for approx. 5 seconds then died and now will not restart only spins. (Cause: high pressure fuel pump, injectors 2630. Ran CMDTCS found P2291, KOEO P1000, KOEO inj. test pass. Checked fuel found fuel OK and at 6 PSI, ck intake pass. Cranked veh. over monitored PIDS found FRP was at 90 PSI KOEO and while cranking stayed at 90 PSI. After several attempts of trying to start, did find pressure to jump up to 500PSI, updated PCM, TCM to latest level, performed pin point test M installed bleed tool found no air in the system. Found when fuel tabe re-set veh. started and ran but ran rough. Ran power balance test found #2, 3, 5 30-60 RPMs low. Ran relative comp. ck found pass. also cked fuel charge harness found no shorts or high resistance. Contacted Ford hotline ID: 103645939 they recommended to run a fuel system debris test. Removed

Insurance Company Involved Pet S/M.

				valve covers and performed test found metal in the fuel system at fuel rails. Hotline submit for approval for complete fuel system replacement and flush. Contracted Ford auth# removed cab assy., replaced high pressure fuel pump, all 8 injectors, both fuel rails and lines, all flexible fuel lines flushed [illegible]).
9/30/10	2	26,122	308742	**Transmission**: Consumer states transmission feels like it's hunting for a gear at lower speeds, seems too worsen when cold or setting for awhile. (Could not duplicate concern.) **Engine:** Customer states check engine light is on. (Ran CMDTCS on PCM found P0404, KOEO, P1000, KOEO Inj. Test Pass, KOER Pass. Ran Oasis Found TSB 09-16-08. Performed TSB and updated PCM, TCM, IC.)
1/17/11	2	35,915	310842	**Engine:** Customer states check engine light comes on at times. (See line B for repairs.) **Engine:** Customer states engine blows gray smoke out tailpipe and when this happens it will not accelerate if you ease off accelerator then get back on it, I tclears up and runs fine. (Ran CMDTCS found P0069, KOEO, P1000, KOEO inj. test pass,

KOER P1000. Ran Oasis found OK. Test drove vehicle monitored PIDS. Verified concern.

As the above-summary demonstrates, this truck is plagued with major engine problems that obviously cannot be adequately repaired by Ford under the both the Ford bumper-to-bumper and powertrain warranties. The defects have significantly diminished the use, value, and safety of the truck.

Given these repair attempts, it is our position that my client can assert a cause of action against Ford under the Federal Magnuson Moss Warranty Act, 15 U.S.C. §2301 et seq., and the Florida UCC, Chapter 672, Florida Statutes. The limited written warranty provides that Ford, through its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is our further position that Ford's inability to repair this truck's chronic defect(s) after at least nine (9) attempts is a breach of the Ford express warranty under the aforementioned laws.

In the spirit of settlement and compromise, my client will agree to amicably resolve this matter if Ford will agree to repurchase this 2009 Ford F-250, pay off the remaining balance on the note, refund all purchase payments and other consideration given toward the truck, and pay all statutory attorneys' fees. Or, in the alternate given the subject truck's current defects, Ford may provide an appropriate lump-sum counter-offer that addresses the diminution of value of the truck and additional damages including loss of use, inconvenience, and attorneys' fees. If it is Ford's position that it has a Magnuson - Moss compliant arbitration right, please consider this correspondence a request to engage that process and forward this matter to the appropriate entity or individual for a non-binding determination as provided for under the law. Please respond within 30 days from the date of this letter or we will assume that you are not interested in an early resolution of this matter.

This letter and all of its contents are for settlement purposes only and may not be used in any proceeding for any purpose.

Very truly yours,

Patrick J. Cremeens, Esq.

enclosures ~ as indicated

CT Corporation

Service of Process Transmittal

03/10/2011
CT Log Number 518165791

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Florida**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	RE: [redacted], 2009 Ford-F-250, Vin: 1FTSW21R79EB14805 // To: Ford Motor Company
DOCUMENT(S) SERVED:	Letter, Attachment(s)
COURT/AGENCY:	None Specified Case # None Specified
NATURE OF ACTION:	Letter of Intent - Threatening Litigation - Related to 2009 Ford F-250- Engine defects that have significantly diminished the value and safety of the vehicle
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Plantation, FL
DATE AND HOUR OF SERVICE:	By Regular Mail on 03/10/2011 postmarked on 03/03/2011
JURISDICTION SERVED :	Florida
APPEARANCE OR ANSWER DUE:	Within 30 days
ATTORNEY(S) / SENDER(S):	Patrick J. Cremeens Patrick J. Cremeens, P.L. 4707 Gandy Boulevard Suite 8 Tampa, FL 33611 813-839-2000
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794519037355 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Donna Moch 1200 South Pine Island Road Plantation, FL 33324 954-473-5503

OFFICE OF THE GENERAL COUNSEL
11 MAR 14 A8:26
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

[redacted]

FL

LAW OFFICES OF STEVEN VEINGER, P.A.
CONSUMER PROTECTION ATTORNEYS

Steven Veinger
Mark P. Romano*
Steven G. Stancroff**
Steven Mikhov***

20801 Biscayne Blvd., Suite 304
Aventura FL 33180
Telephone (877) 575-3666
Facsimile (877) 575-9666
www.Lemon-Law.to

*Admitted in CA and MI only
**Admitted in MI and NC only
***Admitted in CA only

10 OCT 2:57

RECEIVED

October 1, 2010

Ford Motor Company FCSD - Consumers Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

10 OCT -5 A10:34

CONSUMER ... SECTION

Re: [redacted]
2010 Ford F-450
VIN 1FTXW4DR4AE[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Mr. [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Mr. [redacted] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of both the Florida Lemon Law and Magnuson-Moss Warranty Act. As such, Mr. [redacted] respectfully requests that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

LAW OFFICES OF STEVEN VEINGER, P.A.

Steven Veinger

Steven Veinger

SERVICE HOURS	
Mon - Fri	7:00 am - 6:00 pm
Sat	7:30 am - 3:30 pm
Sun	Closed

Paradise Ford
1360 WEST KING STREET
COCOA, FLORIDA 32922
(321) 632-2222
MV-39769

QualityCare Auto Service

The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s. 403. 718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s. 403. 7185].

Additional charges represents costs and profits to the motor repair facility for miscellaneous shop supplies and/or waste disposal.

Adv: 219 JIMMY D. BROADWELL	Tag: 0929	License: 1	1FTXW4DR4 AE[redacted]	Page: 1	Invoice: W63978

Customer Information

[redacted]
HOLLYWOOD, FL [redacted]
Email:
Home: [redacted]

[redacted]
HOLLYWOOD, FL [redacted]
Email:
Home [redacted]

Vehicle Information

Odometer in: 15479 Out: 15489	WAR W Final	10 FORD F-450 SD 4WD DRW CREW CAB
Begin: 04/24/10 Done: 04/28/10	Invoiced: 04/28/10 10:30 LT	

Customer Concern

Concern 51	CK VECH CRANKS AND WON'T START
Cause	HARD START NO START
Correction	REPLACED HP PUMP AND GEAR
51 - 1	HARD STRT NO START
51 - 2	HARD START NO START
51 - 3	HARD START NO START
51 - 4	HARD START NO START
51 - 5	HARD START NO START
51 - 6	HARD START NO START
51 - 7	HARD START NO START
51 - 8	HARD START NO START
51 - 9	HARD START NO START
Tech Notes	PERF ENG DIAG 1-16 KOEO P0087 P2291 WENT TO PINPOINT TEST M-ME14 I CHECKED FRP AND ONLY HAVE 1115.30 I THEN CHEK OIL GOOD. FUEL CLEAN AND FULL. REMOVED VALVE COVERS AND INSPECTED FOR LEAK AND NO LEAK FOUND. THEN CHEK LOW FUEL PRES AND GOOD 5PSI. THEN PRESSURE TESTED THE PUMP AND STILL ONLY HAD 1115.3 0 REMOVED CAD AND INSPECTED PUMP AND GEAR. FOUD THE GEAR WORN. AND THE HP PUMP DAMANGED. REPLACED HP PUMP AND GEAR.

Operation	Tech	Units	Amount
6005E	154	0.6	46.54
6005E2	154	0.1	7.76
6005E3	154	0.1	7.76
6005E4	154	0.1	7.76
6005E5	154	0.6	46.54
6005E6	154	0.2	15.51
6005E7	154	0.4	31.03
6005E8	154	0.3	23.27
6005E11	154	0.5	38.79
6005E12	154	1.5	116.36

Parts

Part Number	PO#	Note	Description	Qty	Sell	
FMC 8C3Z 6N640 A			GASKET	4	3.89	15.56
FMC 8C3Z 6N640 B			GASKET	2	3.92	7.84
FMC W302649			BOLT	8	4.44	35.52
FMC W302494			NUT	8	1.76	14.08
FMC 8C3Z 9A543 B			PUMP ASY - FUEL INJE	1	1082.88	1082.88
FMC W712878 S439		NSTK	BOLT	6	5.25	31.50

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.
Guarantee on parts & labor for 12 Mo./12,000 miles whichever comes first. Parts are new unless otherwise specified.

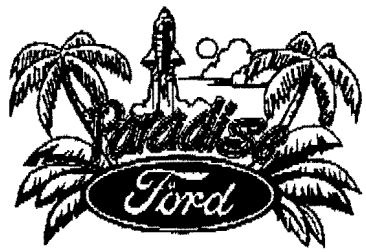
X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

UCS©2004

CUSTOMER

SERVICE HOURS	
Mon - Fri	7:00 am - 6:00 pm
Sat	7:30 am - 3:30 pm
Sun	Closed



1360 WEST KING STREET
COCOA, FLORIDA 32922
(321) 632-2222
MV-39769

QualityCare
Auto Service

The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s. 403. 718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [s. 403. 7185].

Additional charges represents costs and profits to the motor repair facility for miscellaneous shop supplies and/or waste disposal.

Adv: 219 JIMMY D. BROADWELL	Tag: 0929	License: 1	1FTXW4DR4 AE[redacted]	Page: 2	Invoice: W63978

Invoiced: 04/28/10 10:30:18 LT

10 FORD F-450 SD 4WD DRW CREW CAB

Parts	Part Number	PO#	Note	Description	Qty	Sell	
	FMC W712879 S439		NSTK	BOLT	2	5.25	10.50
	FMC 8C3Z 9F589 A		NSTK	GEAR	1	64.90	64.90
	FMC W302470		NSTK	HARDWARE - MISCELLAN	1	5.06	5.06
	FMC W302471 A		NSTK	*HARDWARE - MISCELLA	1	5.75	5.75
	FMC 8C3Z 9G805 B		NSTK	*COVER - FUEL PUMP	1	133.80	133.80
	FMC XT 5 QMC			FLUID - TRANSMISSION	3	5.75	17.25
	FMC XT 10 QLVC			OIL - AUTOMATIC TRAN	2	4.63	9.26
	FMC VC 7 B			ANTI-FREEZE	2	15.50	31.00
	Tech 154 MITCHELL, JAMES						
	CONCERN CD : D02 COND CODE : 42						
	FP- 8C3Z9A543B						
	Repair Type 01 Visit 1						
	Powertrain Codes: KOEO - P1111						
	KOEC - P0087 F2291						
	KOER - P1111						

Subtotal	
PARTS	1464.90
LABOR-MECHANICAL	341.32
TOTAL CHARGE FOR CONCERN	1806.22

Type: W

Concern 52	
Cause	
Correction	
52 - 1	
52 - 2	
52 - 3	
52 - 4	
52 - 5	
52 - 6	
52 - 7	

REF LINE 51				
CONT OF LINE 51				
CONT OF LINE 51				
REF LINE 51				
REF LINE 51				
REF LINE 51				
REF LINE 51				
REF LINE 51				
R&R CAB				
REPL PUMP				
Tech 154 MITCHELL, JAMES				
CONCERN CD : A99 COND CODE : 00				
Line Auth: SA 04/28/10 10:26				
Part Auth: 04/28/10 10:28				
Repair Type 01 Visit 1				

Operation	Tech	Units	Amount
6005E13	154	0.7	54.30
6005E14	154	0.1	7.76
6005E16	154	0.9	69.81
6005E17	154	2.9	224.95
6005E18	154	0.6	46.54
6005E19	154	0.4	31.03
6007B	154	6.1	473.18
6007B47	154	2.6	201.68

Subtotal

DISCLAIMER OF WARRANTIES

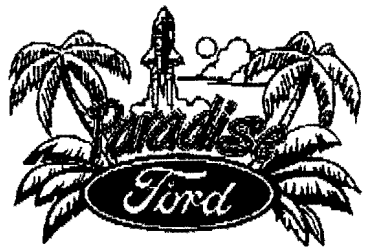
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.
Guarantee on parts & labor for 12 Mo./12,000 miles whichever comes first. Parts are new unless otherwise specified.

X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

UCS©2004

CUSTOMER



SERVICE HOURS	
Mon - Fri	7:00 am - 6:00 pm
Sat	7:30 am - 3:30 pm
Sun	Closed

Paradise Ford

1360 WEST KING STREET
COCOA, FLORIDA 32922
(321) 632-2222
MV-39769

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Auto Service

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Adv: 219 JIMMY D. BROADWELL	Tag: 0929	License: 1	1FTXW4DR4 AE[redacted]	Page: 3	Invoice: W63978

Invoiced: 04/28/10 10:30:18 LT	10 FORD F-450 SD 4WD DRW CREW CAB

Type: W	Line Flags: C51	LABOR-MECHANICAL	1109.25
		TOTAL CHARGE FOR CONCERN	1109.25

Summary of Charges for Invoice W63978		Payment Distribution for Invoice W63978	
PARTS	1464.90	TOTAL CHARGE	2915.47
LABOR-MECHANICAL	1450.57		
TOTAL CHARGE	2915.47	**FAC WARRANTY**	**2915.47**

If you have any questions - please see JIMMY D. BROADWELL

DISCLAIMER OF WARRANTIES

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Guarantee on parts & labor for 12 Mo./12,000 miles whichever comes first. Parts are new unless otherwise specified.

X

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

UCS©2004

CUSTOMER

LOT LOCATION:
CUSTOMER #: 75106

837171

INVOICE

DUPLICATE 1
PAGE 1

14501 West Sunrise Blvd, Sunrise, FL 33323
Phone: (954) 851-9110
FL.REG. # MV-05685

[redacted]
MIRIMAR, FL [redacted]
HOME:
BUS:
CONT [redacted]
CELL

SERVICE ADVISOR: 80413 EDWARD P GUARDIANI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD F450	1FTXW4DR4AE[redacted]		28141/28155	T3648

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11OCT09 IS 11OCT09 DD	10JUL09		17:30 20AUG10			CASH	31AUG10

R.O. OPENED	READY	OPTIONS: ENG:6.4_Liter
08:31 06AUG10	16:15 31AUG10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A C/S THE TRUCK WONT START. TOWED IN.			
10 DIESEL ENGINE			
37397 WF 1.00			(N/C)
1 8C3Z*9G805*B COVER - FUEL PUMP			(N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
28155 INSPECTED VEHICLE CRANK NO START IDS HOOK UP CODE P0091 VOLUME REGULATOR OPEN PIN TEST PERFORMED INJECTION PUMP REGULATOR OPEN FUSE 74 IN BJB BLOWN REPLACED PUMP AND FUSE AUTHORIZATION BY TECH HOT LINE WAS GIVEN ASSEMBLED VERIFIED REPAIR VEHICLE STARTS ROAD TESTED ALL OK HAS POWER			
**********			
B** R6 PERFORM DIESEL FUEL SERVICE WITH FUEL FILTER REPLACEMENT #1950			
CAUSE: PERFORM INTERNAL CLEANING OF DIESEL FUEL SYSTEM INCLUDING INJECTORS WITH FUEL FILTER REPLACEMENT, AND FUEL SUPPLY TREATMENT.			
R6 R6 PERFORM DIESEL FUEL SERVICE WITH FUEL FILTER REPLACEMENT #1950			
37397CUSWC 1.00		47.00	47.00
1 8C3Z*9N184*C ELEMENT	99.98	64.99	64.99
1 R1950 DEISEL INTAKE KT	52.32	41.86	41.86
PARTS: 106.85 LABOR: 47.00 OTHER: 0.00 TOTAL LINE B:			153.85
28155 SERVICE AS PER			
**********			
C** R28 CUSTOMER STATES PERFORM VALUE PLUS (DIESEL) OIL SERVICE R1260 AND OIL AND FILTER.			
CAUSE: DRAIN AND REPLACE OIL AND FILTER. FUEL SYSTEM TREATMENT AND WASHER SOLVENT.			
R28 R28 CUSTOMER STATES PERFORM VALUE PLUS (DIESEL) OIL SERVICE R1260 AND OIL AND FILTER.			
37397CUSWC 0.50		21.00	21.00
1 R1260 FUEL ADDITIVE 8 OZ	17.95	14.36	14.36
1 FL*2016* KIT - ELEMENT & GASKET - OIL F	29.00	18.85	18.85

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

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

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by the lack of maintenance.

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	

LOT LOCATION:
CUSTOMER #: 75106

837171

INVOICE

DUPLICATE 1
PAGE 2

SAWGRASS Ford
14601 West Sunrise Blvd, Sunrise, FL 33323
Phone: (954) 851-9110
FL.REG. # MV-05685

[redacted]
MIRIMAR, FL [redacted]
HOME: CONT[redacted]
BUS: CELL: [redacted]

SERVICE ADVISOR: 80413 EDWARD P GUARDIANI

COLOR	YEAR	MAKE/M[redacted]	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD F450	1FTXW4DR4AE[redacted]		28141/28155	T3648

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11OCT09 IS							
11OCT09 DE	10JUL09		17:30 20AUG10			CASH	31AUG10

R.O. OPENED	READY	OPTIONS: ENG:6.4_Liter
08:31 06AUG10	16:15 31AUG10	

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
15 XO*15W40*QSD OIL - ENGINE		3.92	2.55	38.25
1 NPN*1* FLUIDS		3.39	2.71	2.71
PARTS: 74.17 LABOR: 21.00 OTHER: 0.00	TOTAL LINE C:			95.17
28155 SERVICE AS PER				
**********				
D** ESP RENTAL				
CAUSE:				
45 SUBLET				
37397 WF 0.00				(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00	TOTAL LINE D:			0.00
**********				
CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER				2.94
COMPANY NAME P PREMIUM W/ROADSIDE				
COMPANY PHONE				
POLICY NUMBER 0968				
POLICY TERM 60				
EFFECTIVE DATE 11 OCT 2009				
DEDUCTIBLE 100.00				
MILEAGE LIMIT 75000				
BEGIN MILES				
END MILES				
COMPONENTS				

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

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

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	68.00
PARTS AMOUNT	181.02
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.94
TOTAL CHARGES	251.96
LESS INSURANCE	0.00
SALES TAX	15.11
PLEASE PAY THIS AMOUNT	267.07

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	ADZAO001 NHL			**Received:**	04/26/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F450 4X4 SD,CRWCAB ,4X4 ,1FTXW4DR4AE[redacted]			**Build Date:**	07/10/2009
Odometer :	15,479 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 04908 Sawgrass Ford			**Phone#:**	(954) 851-9110
City:	Sunrise	**State:**	Florida	**Country :**	USA

Originator: JAMES MITCHELL

Symptom: 6 03 3 93 DRVABL,CRANKS/NO STAR,START ENG TEMP ,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: SEEKS HPP

Fix: **Causal Component :**

Condition Code:

Hotliner: SPIENTON **Phone:** 313 317-6329 **Regn Cd:** S4 Miami

Engineering: ANTHONY MOORE **Phone:** 313 317-9332 **TAR:**

Dlr Contact: JAMES MITCHELL **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC: P0087 P2291

KOER:

Comments:

REPAIR 04/26/2010 08:30AM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: CRANK NO START VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE: NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: I CHAVE CHECKED THE FUEL PRESSURE AND MADE SURE THE FUEL SYSTEM IS CLEAN. I HAVE GOOD LOW PRESSURE BUT THE HIGH PRESSURE IS ONLY 1150.30PSI ENGINE CRANKING. THE OIL LEVEL IS GOOD AND FULL NOT OVER FULL. I DID THE PINPOINT TEST M-ME14 AND FOUND THE HP PUMP TO BE AT FAULT. QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: OIL IS FULL AND CLEAN AND ALSO THE FUEL IS CLEAN. QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: I HAD 5PSI KOEO AND WILE CRANKING THE FRP WAS ONLY 1150.30PSI. QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: THERE IS NO AIR IN THE FUEL SYSTEM. QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: NO DEBRIS IN THE FUEL SYSTEM I HAVE TAKEN A SAMPLE AND DID NOT FIND ANY DEBRIS QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER: .69V QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER: P0087 P2291 PARTS REQUESTED: 6.4 HP PUMP - USE SECONDARY P&A CODE: 03942 RO#: 63978 RO DATE: 04/24/2010 RO LINE#: 51 CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM 04/26/2010 08:30AM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
JAMES, PLEASE BE ADVISED THAT FRP KOEO SPECIFICATIONS ARE .49V-.51V.

FRP WAS LISTED AT .69V, THIS CONCERN WILL NEED TO BE ADDRESSED AND THE UNIT RE-TESTED, A BIAS SENSOR OR CIRCUIT CONCERN CAN CAUSE A LOW FRP CONDITION. IF THE UNIT STILL REQUIRES HPP REPLACEMENT AFTER CORRECTING THE ISSUE WITH FRP, PLEASE UPDATE THE FORMS LISTING THE RESULTS FROM PP TEST M AND ME. THANK YOU

REPAIR **04/26/2010 09:19AM ARON FITZPATRICK MSS - FCSD - TECH SVC HOTLINE**

TECHNICIAN: FRP KOEO IS 51V. WILE CRANKING THE FRP VOLTAGE WAS 69V.

RECOMM **04/26/2010 09:19AM ARON FITZPATRICK MSS - FCSD - TECH SVC HOTLINE**

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP. REFER TO THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM TARGET=_BLANK>WORKSHOP MANUAL FOR SERVICE INFORMATION. IF THE CAB CANNOT BE REMOVED, REFER TO THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C09.HTM TARGET=_BLANK>BODY ON PROCEDURE. MAKE SURE TO PERFORM THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM TARGET=_BLANK>LP FUEL SYSTEM BLEED AS WELL AS THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE: PAANS

REPAIR **08/27/2010 02:58PM TSHELBY2**

PLEASE DESCRIBE CUSTOMERS CONCERN: TOWED IN WONT START VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:INJECTION PUMP REGULATER SHORTED QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:OIL FULL OK FUEL SAMPLE

PASSED QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:5 PSI LOW SIDE QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:. QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:. QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:FUSE 74 BLOWN REPLACED SOON AS I NSETED BLOWS AGAIN DIS CONNECTED HARNESS AT GASKET CONNECTION REPLACED FUSE FUSE STAYS GOOD REMOVED CAB CHECKED FOR SHAFING HARNESS UNABEL TO SEE CHECKED WITH METER HARNESS GOOD CHECKED VOLUME CONTOROL SOLINOD HAS 5 OHMS RESISTENCE QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P0091 PARTS REQUESTED: 6.4 HP PUMP USE SECONDARY P&A CODE: 04908

---------- CONTACT ID:514302766 P&A CODE: 04908 DEALER NAME: SAWGRASS FORD TECH NAME: JONATHAN MONTESINO TITLE: T - TECHNICIAN CONTACT DATE: 8/27/2010 2:31:20 PM EMAIL: RO#: 837171 RO DATE: 8/20/2010 RO LINE #: A DEALER PHONE: 954-851-9110 VIN: 1FTXW4DR4AEA11665 VEHICLE: 2010 F-SERIES F-450 CREW CAB 4X4 ODOMETER: 28141 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 10/11/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 00000000 ENGINE BUILD DATE: 10/11/2009

RECOMM 08/27/2010 02:58PM TSHELBY2

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP. REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">WORKSHOP MANUAL FOR SERVICE INFORMATION. IF THE CAB CANNOT BE REMOVED, REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS

8O/~MUS~LEN/20/S8O34C09.HTM" TARGET="_BLANK">BODY ON PROCEDURE.
MAKE SURE TO PERFORM THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED
AS WELL AS THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED
ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE Download Options
FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE
REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT
REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE : PAAHX

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM 8-Oct-2010
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: FCWS686



CT Corporation

Service of Process Transmittal

05/31/2011
CT Log Number 518597080

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Michigan**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [redacted], Pltf. vs. Ford Motor Company, etc. and Albion Motors Ford Mercury, Inc., etc., Dfts.

DOCUMENT(S) SERVED: Summons and Return of Service Form, Complaint and Jury Demand, Exhibit(s), Labels

COURT/AGENCY: 3rd Circuit Court, Wayne County, MI
Case # 11005665NZ

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Failure to repair and/or correct defects - Pertaining to a 2009 Ford F-450, VIN 1FTXW43RX9EA25423 - Seeking a Declaratory Judgment, Rescission of Contract and Revocation of Acceptance

ON WHOM PROCESS WAS SERVED: The Corporation Company, Bingham Farms, MI

DATE AND HOUR OF SERVICE: By Process Server on 05/31/2011 at 10:27

JURISDICTION SERVED : Michigan

APPEARANCE OR ANSWER DUE: Within 21 days

ATTORNEY(S) / SENDER(S): Steven S. Toth
Consumer Legal Services, P.C.
30928 Ford Rd
Garden City, MI 48135-1803
734-261-4700

REMARKS: Please note: The court labels have been received, however, the labels will not be imaged. Consequently, the documents are being forwarded via hard copy.

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797153087191
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: The Corporation Company
PER: Stephanie Hendrickson
ADDRESS: 30600 Telegraph Road
Suite 2345
Bingham Farms, MI 48025-5720
TELEPHONE: 248-646-9033

OFFICE OF THE GENERAL COUNSEL
11 JUN -1 A11:43
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

MICHAEL ROBERTS,

Plaintiff,

NZ

v

FORD MOTOR COMPANY, a Delaware Corporation
and ALBION MOTORS FORD MERCURY, INC.,
a Michigan Corporation, Jointly and Severally,

Defendants.

_____/

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-44487
KATHERINE M. PITTEL P-68878
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

_____/

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

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendant as follows:

1. Plaintiff is a resident of the City of Homer, Calhoun 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 corporate headquarters in the City of Dearborn, Wayne County, Michigan.

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

4. On or about February 6, 2009, Plaintiff purchased a new 2009 Ford F-450, VIN 1FTXW43RX9EA25423 (hereinafter referred to as "2009 F-450"), 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 2009 F-450, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from the Manufacturer (a copy of the written warranty is in the possession of the Defendant).

6. Plaintiff has taken the 2009 F-450 to the Manufacturer's authorized agent/dealer on at least eleven (11) 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 2009 F-450 include the following:

Date	Mileage	Invoice #	Complaint
03/03/10	33,605	0374252	**DRIVEABILITY DEFECT:** Body panel/hinge squeak/rattle
07/19/10	40,710	0407101	**ENGINE DEFECT:** Check engine light trouble
07/19/10	44,700	40710	**ENGINE DEFECT:** Check engine light on, no power
10/08/10	52,637	14203001	**ENGINE DEFECT:** Poor performance, lacks power
11/02/10	46,215	0434091	**DRIVEABILITY DEFECT:** Brakes grab or lock up
11/19/10	55,038	04715551	**ENGINE DEFECT:** Engine hesitates/surges when accelerating; check engine light on, no power
01/27/11	60,818	180739	**ENGINE DEFECT:** Engine died 17 times
02/10/11	60,297	49405	**ENGINE DEFECT:** Stalls while driving, check engine light on
02/21/11	62,619	0461671	**ENGINE DEFECT:** Poor performance/lacks power; losers power intermittently
03/07/11	63,017	46507	**ENGINE DEFECT:** Loss of power and check engine light on
03/30/11	65,4689	07909703	**ENGINE DEFECT:** Re-calibrated powertrain control module and transmission control module

7. This cause of action arises out of Defendant's various breaches of warranties and violations of statutes as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000.00), exclusive of interest and costs, for which Plaintiff seeks

judgment against Defendant, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

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

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

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

12. The 2009 F-450 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

14. Plaintiff's purchase of the 2009 F-450 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 2009 F-450.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2009 F-450 free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2009 F-450 had defects and problems after Plaintiff purchased said vehicle as discussed above.

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

18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2009 F-450.

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

20. The Manufacturer and Seller have failed to adequately repair the 2009 F-450 and/or have not repaired the 2009 F-450 in a timely fashion, and the 2009 F-450 remains in a defective condition.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2009 F-450 defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 2009 F-450 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2009 F-450.

24. The Manufacturer and Seller induced Plaintiff's acceptance of the 2009 F-450 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2009 F-450 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. Plaintiff alleges that as of the date of revocation, the 2009 F-450 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to 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 the Defendant:

A. For damages occasioned by the breach of the express warranty;

B. 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.

C. For incidental, consequential and actual damages;

D. For costs, interest and attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

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

30. The 2009 F-450 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.

31. The 2009 F-450 was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2009 F-450 unmerchantable.

33. The Manufacturer and Seller have failed to adequately remedy the defects in the 2009 F-450; and the 2009 F-450 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against the Defendant:

A. For damages occasioned by the breach of the express warranty;

B. 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.

C. For incidental, consequential and actual damages;

D. For costs, interest and attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

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

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

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

36. The Manufacturer and Sellers are "suppliers" and "warrantors" as defined by the Warranty Act, 15 USC 2301(4) and (5).

37. The 2009 F-450 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

38. The 2009 F-450 was manufactured, sold and purchased after July 4, 1975.

39. The express warranty given by the Manufacturer and pertaining to the 2009 F-450 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

40. 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 the Defendant:

A. For damages occasioned by the breach of the express warranty;

B. 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.

C. For incidental, consequential and actual damages;

D. For costs, interest and attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

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

41. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully stated and realleged.

42. The above-described actions on the part of the Seller and Manufacturer constitutes 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 the Defendant:

A. For damages occasioned by the breach of the express warranty;

B. 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.

C. For incidental, consequential and actual damages;

D. For costs, interest and attorneys' fees;

E. To rescind the Contract; and

F. For such other relief this Court deems appropriate.

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

43. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 42 as though herein fully restated and realleged.

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

45. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA 445.902(d).

46. 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 2009 F-450 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 2009 F-450 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 2009 F-450, 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 failed to provide the promised benefits to Plaintiff with regard to the sale of the 2009 F-450 to Plaintiff.

(e) The Manufacturer and Seller have made representations of facts and/or statements of fact material to said transaction such that the Plaintiff reasonably believed the represented or suggested standard, quality, characteristics and uses of the 2009 F-450 to be other than they actually were.

47. 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 the Defendant for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT VI
REVOCATION OF ACCEPTANCE

48. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 47 as though herein fully restated and realleged.

49. Plaintiff accepted the 2009 F-450 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.

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

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

52. The nonconformities substantially impaired the value of the 2009 F-450 to the Plaintiff.

53. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2005 F-350 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

54. Manufacturer and Seller have nevertheless refused to accept return of the 2009 F-450 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

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

B. For a refund of the purchase price paid by Plaintiff for the 2009 F-450;

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 attorneys' fees;

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF CONTRACT

55. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 54 as though herein fully restated and realleged.

56. An express limited warranty accompanied the delivery of the 2009 F-450 to Plaintiff. The limited warranty provided the Manufacturer's and Seller's authorized dealers would

repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

57. The limited warranty, given by the Manufacturer and Seller, created a contractual relationship between the Manufacturer, Seller and Plaintiff.

58. The Manufacturer and Seller breached the express limited warranty contract in that it has 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 the Defendant:

A. Damages incurred by Plaintiff created by Defendant's breach of contract, including all monies paid for the purchase of the 2009 F-450;

B. For return of an amount equal to Plaintiff's downpayment and all payments made by Plaintiff on the 2009 F-450;

C. For incidental, consequential and actual damages;

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

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

F. To rescind the contract; and

F. Such other relief this Court deems appropriate.

COUNT VIII
RESCISSION OF CONTRACT

59. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 58 as though herein fully restated and realleged.

60. An express limited warranty accompanied the delivery of the 2009 F-450 to Plaintiff. The limited warranty provided the Manufacturer's and Seller's authorized dealers would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

61. The limited warranty, given by the Manufacturer and Seller created a contractual relationship between the Manufacturer, Seller and Plaintiff.

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

63. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

64. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against the Defendant:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment

contract, requiring the Defendant to pay off the balance of the contract and ordering Plaintiff to return the 2009 F-450 to the Defendants;

B. Damages incurred by Plaintiff created by Defendant's breach of contract, including all monies paid for the purchase of the 2009 F-450;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff on the 2009 F-450;

D. For incidental, consequential and actual damages;

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

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

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

65. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 64 as though fully restated and realleged.

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

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

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

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

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

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

(I) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

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

d) Providing a contract that has gross discrepancies between the oral representations of the facility and the written agreement covering the same transaction;

e) Making an untrue or misleading statement of a material fact;

f) Entering into a contract which attempts to abrogate, disclaim or disallow the legal rights, obligations, or remedies of a customer;

g) Failing to promptly restore to the person entitled whereto any payment when a contract was rescinded or otherwise terminated in accordance with the contract or by law;

h) Failing to perform promised repairs within a reasonable time;

i) Failing to honor an express warranty;

j) Replace a part with one that lacks merchantability or fitness, or represent that parts or components provided or repairs performed are of a particular standard or grade when in fact they are not.

k) Failing to disclose in written language which is clear as to the nature or scope of a warranty all material aspects and intent, including, but not limited to, what is warranted, who will honor the warranty, the duration of the warranty, obligations, if any, of the person to whom the warranty is extended, and exceptions and exclusions from the terms of the written warranty agreement.

69. 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 judgment against all Defendants:

A. For incidental, consequential, exemplary, statutory and actual damages;

B. Double damages pursuant to MCL 257.1336;

C. For costs and expenses, interest, and attorneys' fees pursuant to MCL 257.1336;

D. To rescind the contract; and

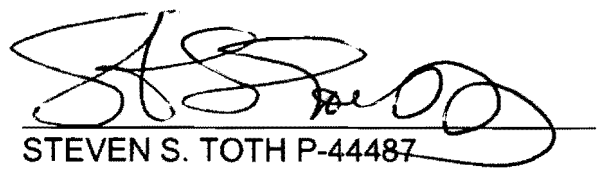
E. Such other relief this Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

STEVEN S. TOTH P-44487
KATHERINE M. PITTEL P-68878
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

Dated: May 3, 2011

APPLICATION FOR MICHIGAN TITLE — DEPARTMENT OF STATE
STATEMENT OF VEHICLE SALE

Purchase Date 2/6/2009 — Invoice/Stock No. ST130

Delivery Date 2/6/2009 — Invoice/Block No.

Dealer EATON MOTORS FORD MERCURY, INC.

Address EATON - P.O. BOX 218

City

County	State	Zip Code
	MICHIGAN	49224

Dealer License	Sales Tax License	Phone Number
	[illegible]-0132870	(517) 629-9111

Vehicle Sold: New ☐ Used ☐ Demo ☐ — Trade-In: Yes ☐ No ☒

Model Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year Make

Vehicle No.	Plate No.	Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

☐ A POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ A GOVERNMENT VEHICLE ☐ A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ TAXI ☐

ODOMETER MILEAGE

Odometer statement must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the odometer mileage statement.

5470 NO TENTHS

☐ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

Factory Installed Accessories ☐ Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

DISCLOSURE NO.

[illegible] agreement covering the terms of any Dealer Warranty or Service Contract between the Purchaser, any Representation on the product are those made by the [illegible] EATON MOTORS FORD MERCURY, INC. hereby expressly disclaims all [illegible] implied, including any implied Warranty of merchantability or fitness for [illegible] EATON MOTORS FORD MERCURY, INC. neither assumes nor authorizes [illegible] any liability in connection with the sale of this vehicle.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I FURTHER WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Dealer's Signature AGENT Title

WICKER

Expires on Month	Day	Year	Months	
09	15	2009	6	☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER

Year	Make	Body Style	Code	County
2009	FORD	PKUP		

Vehicle No.	Fee Category/Weight	License Fee
1FTXW13RX9EA25423		N/A

Driver License No./PIDs of All Owners/Lessees		Title
1) R162603115716 3)		15.00
2)	County of Residence CALHOUN	Title Late Fee N/A

Complete Names and Addresses of All Owners or Lessors

Michael Roberts
26645 J Drive South
Homer, MI 49245

Tax 3227.50
Transfer Fee 9.00
Total Trans. to #4 3250.00

Complete Names and Addresses of All Lessees

Full Rights to Survivor: Yes ☐ No ☒

Insurance Company	Policy No. or Binder No.
Farm Bureau	1-0557K46

First Secured Interest	chase auto finance	Filing Date
Address	p o box 901098	2/6/2009
City-State Zip	fort worth, tx 76101-2039	

Second Secured Interest	Filing Date
Address	
City-State Zip	

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		33,782.40
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		N/A
3. TOTAL TAXABLE PRICE		33,782.40
4. (Above total) SALES TAX - LICENSE - TITLE		3,250.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		N/A
6. TOTAL DELIVERED PRICE		37,032.40
7. CASH ON DEPOSIT		N/A
8. CASH DUE ON DELIVERY		N/A
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	N/A
11. TOTAL DOWN PAYMENT		N/A
12. UNPAID BALANCE TO BE FINANCED		37,032.96
13. INSURANCE CHARGE *		N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT		0.00

*** TYPE OF INSURANCE**

WARNING: This insurance is not PL/PD No Fault insurance required by Michigan law.

☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☐ GAP INSURANCE ☐

Temporary Registration No. Temporary Fee Charged Yes ☐ No ☐

Salesperson Vaughn Frentz

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for registration. I certify that my driver license is not suspended, revoked, or denied, am not a habitual offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

Date	X	2/6/09	
Date	X Michael C. Roberts	Date 2/6/09	
Date	X	Date	X
	Purchaser's/Lessor's Signature(s)		Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

Authority granted by P.A. 300 of 1949, as amended. **THIS FORM MUST BE TYPED ONLY**

EXHIBIT A

EA11-003 000778LC

Claim Detail Report

Model Year = 2009 **Claim Key** = 1125437

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/E-4 WHL T/H PART TIME DRIVE
Vehicle Line: T/F7-F-SERIES OVER 8500 GVW [99-10]
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FTXW43RX9EA25423

Claim Information

Document Number: 0374252
Repair Date: 03-MAR-2010
Distance: 33605
TIS: 14

Dealer Information

Dealer Name: ALBION MOTORS FORD, INC.
Dealer Code: 02769 - *
Address: 1411 NORTH EATON STREET
City: ALBION
State: MI Zip Code:49224
Country: USA Region Code: NA
Phone: (517)911-9111

Cust. Concern Code: B09 - BODY PANEL/HINGE SQUEAK/RATTLE
Condition Code: 01 - BROKEN/CRACKED
Technician Comment: FOUND RF BED BOLT ASSEMBLY BROKEN AT THE FRAME RAIL REPLACE BOLT AND RETEST
Customer Comment: CHECK AND ADVISE BED BOLT LOOSE

Labor Op Code	Labor Op Description
MT62900	

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	Part CPSC	Part Quantity
N	*	W714262	S900		010401	1
Y	8C3Z	9911215	A	PAN ASY FLOOR REAR	010401	0

EXHIBIT B

Claim Detail Report

Model Year = 2009 Claim Key = 1697372

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F7-F-SERIES OVER 8500 GVW [99-10]
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FTXW43RX9E[redacted]

Claim Information

Document Number: 0407101
Repair Date: 19-JUL-2010
Distance: 40710
TIS: 18

Dealer Information

Dealer Name ALBION MOTORS FORD, INC.
Dealer Code: 02769 - *
Address: 1411 NORTH EATON STREET
City: ALBION
State: MI Zip Code:49224
Country: USA Region Code: NA
Phone: (517)911-9111

Cust. Concern Code: E29 - CHECK ENGINE LIGHT TROUBLE
Condition Code: 42 - DOES NOT OPERATE PROPERLY
Technician Comment: PERFORM TEST DRIVE AND IDS KOEO TEST DATALOGGER PINPOINT TESTS TRACE WIRING AND REMOVE RH VALVE COVER GASKET CHECK WIRING OK REPLACE INOPERATIVE FUEL RAIL PRESSURE SENSOR BLEED HP FUEL AND CLEAR CODES AND ROAD TEST OK
Customer Comment: CHECK AND ADVISE CEL ON AND NO POWER

Labor Op Code	Labor Op Description
6005F	ENGINE PERFORMANCE DIAGNOSTICS - 7.3L DI TURBO EN DIAGNOSIS
6005F1	KEY ON ENGINE OFF - KOEO CHECK TEST
6005F41	
6584AR	GASKET - ROCKER ARM COVER REMOVE AND INSTALL OR REPLACE
MT9756	

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	CPSC	Part Quantity
N	8C3Z	6584	B	GASKET VALVE ROCKER	031001	1
Y	8C3Z	9G756	A	SNS ASY-FUL PRESS/TEMP	030008	1

Albion Motors
FORD-MERCURY, INC.

1411 N. Eaton St., P.O. Box 218
Albion, MI 49224-0218
Phone (517) 629-9111 or (517) 782-1600

Ford Mercury F-148541

Quick Lane TIRE & AUTO CENTER

R/O	VIN		DATE IN
40710	1FTXW43RX9F[redacted]	[redacted]	07/19/10
YEAR / MAKE / MODEL / COLOR			TIME IN
2009 FORD F450 STONE N		[redacted]	15:32
MILES IN / MILES OUT / FIRST USE / USC		Homer MI [redacted]	CLOSED 15:57 07/22/10
44700 / 44700 / 02/06/09 / MI			
SEE ALSO		H: ([redacted]	WRITER 6774 KIRK

****** Warranty Claim Repairs Remain Open ******

(1) CHECK AND ADVISE CEL ON NO POWER
CONFIRMED CONCERN PER DIAG AND PINPOINT TEST AND FORD HOTLINE ASSISTANCE FOUND RH FUEL RAIL PRESSURE SENSOR FAULTY REPLACED AND RETEST = OK
Warranty Claim Repair Type:R1 - 01
(16-2124 BEN DSL-M170815) A

Labor	T16		
8C3Z6584B	(GASKET - VALVE)	1	
8C3Z9G756A	(SENSOR FUEL)	1	
.....	(Warranty)	.....	

(2) CHANGE OIL AND FILTER USING 15 QUARTS OF NEW OIL AND NEW FILTER 6.0L DIESEL
(07-1248 JOHN T-) A

Labor	T07	5	12.50
3C3Z6731AA	(KIT - ELEMENT)	1	29.99
15w40 Motorcraft		15	34.50
Total Labor			12.50
Total Parts			29.99
Total Lubricants			34.50
Total Repair (QuickLane)			76.99

(3) REPLACE FUEL FILTERS
PER REQUEST REPLACED FUEL FILTERS = OK
(07-1248 JOHN T-) A

Labor	T07	5	42.50
FD4617	(ELEMENT)	1	69.95
Total Labor			42.50
Total Parts			69.95
Total Repair (QuickLane)			112.45

(4) PERFORM 27PT VEHICLE INSPECTION
(16-2124 BEN DSL-M170815) A

Q99P	T16	.00
Total Repair (QuickLane)		.00

CERTIFICATION
All repairs and parts listed were furnished in compliance with Michigan Anti-Repair Act (P.A. 300)
Company Authori[redacted]
X

DISCLAIMER OF
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of merchantability of fitness for a particular purpose and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

X _____ CUSTOMER SIGNATURE

W.C.	INT.		CUSTOMER
		Labor	55.00
		Parts	99.94
		Sublet	.00
		Shop Supplie	5.50
		Oil/Grease	34.50
		Sub Total	194.94
	.00	Tax	8.07
		Total (Cash)	203.01

Page 1 of 1 Job 40710

40710 Customer Copy

AUTOSOFT FORMS 1-877-427-4367

Claim Detail Report

Model Year = 2009 **Claim Key** = 1972357

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F7-F-SERIES OVER 8500 GVW [99-10]
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FTXW43RX9E[redacted]

Claim Information

Document Number: 14203001
Repair Date: 08-OCT-2010
Distance: 52637
TIS: 21

Dealer Information

Dealer Name EDDIE PREUITT FORD INC
Dealer Code: 05960 - *
Address: 710 HIGHWAY 31 NORTH
City: HARTSELLE
State: AL Zip Code:35640
Country: USA Region Code: NA
Phone: (256)257-2578

Cust. Concern Code: D42 - POOR PERFORMANCE/LACKS POWER
Condition Code: 42 - DOES NOT OPERATE PROPERLY
Technician Comment: RAN DIESEL PERFORMANCE TEST CODE P0194 FUEL RAIL PRESSURE INTERMITTENT; P2291 ICP LOW DURING CRANKING. 7PSI PASSED FOR LOW PRESSURE TEST & HIGH PRESSURE TEST INTERMITTENT. PASSED & FAILED. FAULTY FUEL RAIL PRESSURE SENSOR. NEC TO REMOVE RIGHT
Customer Comment: CUSTOMER STATES VEH HAS LOSS OF POWER CHECK ENGINE LIGHT FLASHES ON OFF

Labor Op Code	Labor Op Description
6005F	ENGINE PERFORMANCE DIAGNOSTICS - 7.3L DI TURBO EN DIAGNOSIS
6005F1X1	EXTRA TIME TO REPEAT FINAL QUICK TEST
6005F1	KEY ON ENGINE OFF KOEO CHECK TEST
6005F41	
6005F45	
6584AR	GASKET - ROCKER ARM COVER REMOVE AND INSTALL OR REPLACE
MT9756	

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	Part CPSC	Part Quantity
Y	8C3Z	9G756	A	SNS ASY-FUL PRESS/TEMP	030008	1

6584AR GASKET - ROCKER ARM COVER REMOVE AND INSTALL OR REPLACE
MT9D930

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	Part CPSC	Part Quantity
N	8C3Z	9D930	AA	WIRING ASY-FUEL CHG	030008	1
Y	7C3Z	8A616	F	CLUTCH ASY-FAN A/C	030306	1

Claim Detail Report

Model Year = 2009 **Claim Key** = 2057164

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/F-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F7-F-SERIES OVER 8500 GVW [99-10]
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FDXW43RX9E[redacted]

Claim Information

Document Number: 0434091
Repair Date: 02-NOV-2010
Distance: 46215
TIS: 22

Dealer Information

Dealer Name ALBION MOTORS FORD, INC.
Dealer Code: 02769 - *
Address: 1411 NORTH EATON STREET
City: ALBION
State: MI Zip Code:49224
Country: USA Region Code: NA
Phone: (517)911-9111

Cust. Concern Code: 1102 - BRAKES GRAB OR LOCK-UP
Condition Code: 69 - FROZEN/SEIZED/BINDING
Technician Comment: REFUND FOR CALIPER REPLACEMENT ON WEEKEND EMERGENCY REPAIRS
Customer Comment: REFUND FOR EMERGENCY PAID REPAIRS

Labor Op Code **Labor Op Description**

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	CPSC	Part Quantity
Y	*	2B120	*	CALIPER ASY FRONT BR	060302	0

Claim Detail Report

Model Year = 2009 **Claim Key** = 2145270

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F7 F SERIES OVER 8500 GVW [99-10]
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FTXW43RX9E[redacted]

Claim Information

Document Number: 04715551
Repair Date: 19-NOV-2010
Distance: 55038
TIS: 22

Dealer Information

Dealer Name FORD OF CLERMONT, INC
Dealer Code: 08951 - *
Address: 1101 EAST HIGHWAY 50
City: CLERMONT
State: FL Zip Code:34711
Country: USA Region Code: NA
Phone: (352)616-6161

Cust. Concern Code: D36 - ENGINE HESITATES/SURGES WHEN ACCELERATING
Condition Code: 42 - DOES NOT OPERATE PROPERLY
Technician Comment: TECH 113 RAN KOEO P2291, P0194, P0528, P120F. PERFORMED PINPOINT TEST AND FUEL RAIL PRESSURE SENSOR VOLTAGE WAS CHANGING WITH KOEO REMOVED VALVE COVERAND REPLACED UNDER VALVE COVER HARNESS, REINSTALLED PARTS AND REPLACED FAN CLUTCH PER PINPOINT TEST AND TEST DROVE RERAN KOEO PASS, COMPLETED
Customer Comment: CUSTOMER STATES INTERMENTENT NO POWER

Labor Op Code	Labor Op Description
6005E	HARD START / NO START DIAGNOSTICS - 7.3L DI TURBO DIAGNOSIS
6005E3	KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL SELF TEST
6005E4	NGS TESTER - DATA LIST MONITORING (9) TEST
6005E11	
6005E7	
6005E41	
6005E2	KEY ON ENGINE OFF - KOEO CHECK (6-7) TEST
6005E45	

Ford of CLERMONT
a Florida Corporation

1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIM: REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Serv. Tel: [redacted]	Tax: 9620	License: WICKER	1FTYW4 [redacted]	Page: 1	Invoice: W47155

Invoice to [redacted]

Driver/Owner Information

For Office Use

Vehicle Information

Odometer In: 19017 Out: 19048	Date: EXT WAR C W [redacted]	VN 4WD F-450 SD 4WD DRW CREW CAB
Begin: 11/19/10	Purch: 11/05/10	Invoiced: 11/22/10 17:12 KL	In-service: 11/06/09	Production: 11/ /05

Customer Concern

		Operation	Tech Units	Amount
Concern	CUSTOMER STATES INTERMITTENT NO POWER	W	1.3	0.0
Cause	TECH 113 RAN KOEO D2131, D2191, P0520, PINPOINT, PERFORMED PINPOINT TEST AND FUEL RAIL PRESSURE SENSOR VOLTAGE WAS CHANGING. PICK KOEO REMOVED VALVE COVER			
Correction	AND REPLACED UNDER VALVE COVER HARNESS, REINSTALLED PARTS AND REPLACED FAN CLUTCH PER PINPOINT TEST AND TEST DROVE. RAN KOEO PASS, COMP [illegible]			

Parts	Part Number	PO#	Note	Description	Qty	Use
EMC	[illegible]			WIRE ASY		
ORD	[illegible]			CLUTCH ASY - FAN	1	

Close & Pay By: 11/19/10 17:17

Repair Type: C, V, I, .

TOTAL CHARGE FOR CONCERN 0.00

Summary of Charges for Invoice W47155

Payment Distribution for Invoice W47155

Attention: The following invoices also exist
Us - CUSTOMER PAY

If you have any questions - please see KELLY S LISCIAN

CHARGE AUTHORIZED BY: X

CUSTOMER

EA11-003 000786LC

Ford of CLERMONT
a Florida Corporation

1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

ON BEHALF OF [illegible] HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. UNLESS OTHERWISE NOTED, ALL PARTS USED WERE NEW, GENUINE FORD PARTS AT THE TIME OF INSTALLATION. I UNDERSTAND THAT NO REVISION TO THE APPEARANCE OF THE VEHICLE OR COMPONENTS THAT MAY HAVE BEEN REMOVED OR REPLACED UNDER THIS CLAIM MAY BE MADE [illegible] WITHOUT AUTHORIZATION FROM FORD MOTOR COMPANY. SUCH REVISIONS MAY RESULT IN THE DENIAL OF THIS CLAIM AND/OR CHARGEBACK TO THE DEALER FOR ANY COSTS INCURRED BY FORD MOTOR COMPANY.

(DATE) (DEALER OFFICIAL AUTHORIZED TO AUTHORIZE REPAIRS) (TITLE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: [redacted]	Tag: 9020	Tech: WICKER	1FTXW43RX9[redacted]	Page: 1	Invoice: W47155
Invoice to: [redacted]		Driver/Owner: [redacted]			
Invoiced: 11/[illegible]/10 17:22:[illegible] KL		09 FORD F-450 SD 4WD DRW CREW CAB			

Shtl [illegible] Tech# 113 Start Time: 11/[illegible]/10 15:24 Stop Time: 11/22/10 17:20

Ln	Trans Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
*1	113	Begin: 11/22/10 12:52	End	11/22/10 16:43	3:51	3.9	

Last Page

CHARGE AUTHORIZED BY X

[illegible] CUSTOMER

CUSTOMER #: 2263125

180739

INVOICE

PAGE 1

TreadwellQ Parts Centers
TreadwellQ Ford
901 E. I-65 Service Rd. S
P.O. Drawer 160968
Mobile, Alabama 36616
(251) 478-3351

[redacted]
HOMER, MI 4[redacted]
HOME: CONT[redacted]
BUS: CELL[redacted]

SERVICE ADVISOR: 9033 LAWRENCE FRANKLIN PA

COLOR	YEAR	MA[redacted]	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD F450	1FTXW43RX9E[redacted]		60818/60818	T9773

[redacted]	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 27JAN11			CASH	31JAN11

R.O. OPENED	READY	OPTIONS:
17:57 27JAN11	08:28 31JAN11	ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A ENGINE DIED 17 TIMES
13 ENGINE DIESEL
2821 IPS (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	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

SERVICE INVOICE 90 XSOC

517 629 2260 Mill Town of Love

Ford of CLERMONT
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 141 KELLY S LISCIAK	Tag: 8247	License: WICKER	1FTXW43RX9E[redacted]	Page: 1	Invoice: W49405

[redacted]

Odometer In: 60297 Out: 60311	Dlst: FMT WAR C W Quota	09 FORD F-450 SD 4WD DRW CREW CAB
Begin: 02/10/11 Done: 02/18/11	Invoiced: 02/22/11 08:13 KL	Inservice: 02/06/09 Production: 11/18/08

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES STALLS WHILE DRIVING,CHECK ENGINE LIGHT ON	6003PA	113	0.3	24.09
Cause	TECH INSPECTED AND TESTED RAN KOEO P0194, P0120F, PERFORMED PINPOINT TEST M16 VISUAL INSPECTION EVERYTHING PASSED TEST DROVE VEHICLE MONITORED PID D				
Correction	DATA AND FOUND WHEN CONCERN HAPPENED HIGH PRESSURE FUEL WOULD DROP, VERIFIED LOW FUEL PSI GOOD AT 7, CALLED FSE AND FOUND POSSIBLE HIGH PRESSURE FUEL PUMP CONCERN PRESENT CHECKED FOR CONTAMINATION AT CYLINDER 1 FOUND PRESENT, RECEIVED APPROVAL TO REPLACED ALL 8 INJECTORS, HIGH PRESSURE FUEL PUMP,				
51 - 1	TIME TO R AND R CAB	6007B	113	6.1	489.77
51 - 2	TIME FOR HIGH PRESSURE PUMP	6007B47	113	2.6	208.75
51 - 3	R AND R INJECTORS	9527AT	113	5.3	425.54
51 - 4	REPLACE ORING	9527A2T	113	0.3	24.09
51 - 5	NO LTS IN FMC DEALER M TIME IS FOR THE FLEX LINES, FUEL COOLER AD PERFORMING AL TEST THAT WERE REQUIRED CALLED FSE AND HE WAS INVOLVED AS WAS THE ATTACHED FOR PRIOR APPROVAL	MT6005	113	5.2	417.51
Tech Notes	FLEX LINES, FUEL COOLER, REMOVED CAB AND PERFORMED REPAIR, CHECKED BEARING END PLAY ON TURBO GOOD, BLEED HIGH AND LOW PSI FUEL SYSTEM RESET PARAMETERS AND TEST DROVE VEHICLE COMPLETED				
Comment	APPROVAL CODE PAAAU				

Parts	Part Number		P0#	Note	Description	Qty	Sell	
				COG	IFUEL	10	3.52	35.20
	FMC	8C3Z 9A543 B			PUMP ASY - FUEL INJE	1	760.18	760.18
	FMC	8C3Z 9G803 B			COVER - FUEL PUMP	1	85.00	85.00
	FMC	8C3Z 9E527 A			KIT - FUEL INJECTION	8	204.04	1632.32
	FMC	W712870 S439			BOLT	8	2.63	21.04
	SPO	8C3Z 9T267 CA			MANIFOLD ASY - FUEL	1	269.00	269.00

CHARGE AUTHORIZED BY: X

UCSG2004

CUSTOMER

Ford of CLERMONT
a Florida Corporation

1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF REFERENCE DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE NOTED. 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 HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, REQUIRING OR WOULD RECEIVE IN PRINTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF FINISH. INFORMATION IF THE REPAIRING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

OWNER: LIENHOLD, PERSONAL MANAGER, OR AUTHORIZED PERSON DATE:

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 141 KELLY & LISCIAK	Tag: 8247	License: [redacted]	1FTXW43RX 9[redacted]	Page: 2	Invoice: W49405

Invoiced: 02/22/11 08:13:44 KL

09 FORD F-450 SD 4WD DRW CREW CAB

Parts	Part Number		PO#	Note	Description	Qty	Sell	
	SPO	8C3Z	9N103 B		COOLER ASY - FUEL	1	52.95	52.95
	SPO	8C3Z	9C330 B		TUBE - FUEL FILTER T	1	58.03	58.03
	SPO	8C3Z	9N104 B		TUBE - FUEL FILTER T	1	34.02	34.02
	SPO	8C3Z	9B337 A		PIPE - FUEL	1	51.77	51.77
	SPO	W303659			WASHER	12	0.59	7.08
	FMC	8C3Z	9T514 C		KIT - HARDWARE	1	53.69	53.69
	FMC	W712879 S439		21723	*BOLT	2	2.63	5.26

Parts: Count 98.00 Allowance: 1212.20

CONCERN CD : 050 COND CODE : 42

Line Auth: MF 02/18/11 18:46

Repair Type 01 Visit 1 Approval: 1- FAAAU

Type: W

Subtotal

PARTS	4242.54
GAS-OIL-GREASE	35.20
LAB-MECHANICAL	1589.75
TOTAL CHARGE FOR CONCERN	5867.49

PARTS	4242.54	TOTAL CHARGE	5867.49
GAS-OIL-GREASE	35.20		
LAB-MECHANICAL	1589.75	FACTORY WARRANTY	5867.49
TOTAL CHARGE	5867.49		

If you have any questions - please see KELLY & LISCIAK

Last Page

CHARGE AUTHORIZED BY: X

WCS02004

CUSTOMER

Claim Detail Report

Model Year = 2009 Claim Key = 2477634

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F7-F-SERIES OVER 8500 GVW [99-10]
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FTXW43RX9E[redacted]

Claim Information

Document Number: 0461671
Repair Date: 21-FEB-2011
Distance: 62619
TIS: 25

Dealer Information

Dealer Name: ALBION MOTORS FORD, INC.
Dealer Code: 02769 - *
Address: 1411 NORTH EATON STREET
City: ALBION
[redacted]
Country: USA Region Code: NA
Phone: (517)911-9111

Cust. Concern Code: D42 - POOR PERFORMANCE/LACKS POWER
Condition Code: 42 - DOES NOT OPERATE PROPERLY
Technician Comment: PERFORM TEST DRIVE AND IDS KOEO TEST DATALOGGER CALL HOTLINE TEST FRP CIRCUITS FROM PCM TO CYL HEAD CONNECTOR FOR SHORTS AND OPENS LOAD TEST CIRCUITS PASS FSE INVOLVED DATALOGGER TEST DRIVE. ADVISE TO REPLACE ENGINE HARNESS AND PCM REMOVE AND REPLACE ENGINE HARNESS AND PCM REPROGRAM TO LATEST CALIBRATION PER FORD IDS REFILL ALL FLUIDS AND TEST DRIVE AFTRER REPAIRS OK (ALL REPAIRS WERE AD
Customer Comment: CHECK AND ADVISE LOSE OF POWER INTER.

Labor Op Code	Labor Op Description
6005F45	
6005E2	KEY ON ENGINE OFF - KOEO CHECK (6-7) TEST
126501)	EEC - (QUICK TEST) DIAGNOSIS
19700A4	COMPRESSOR ASSEMBLY - AIR CONDITIONER REPLACE
8005A	RADIATOR ASSY. REMOVE AND INSTALL OR REPLACE
MT12637	

Ford Mercury

F-148541

Albion Motors
FORD-MERCURY, INC.

1411 N. Eaton St., P.O. Box 218
Albion, MI 49224-0218
Phone (517) 629-9111 or (517) 782-1600

Quick Lane
TIRE & AUTO CENTER

RO	VIN			DATE IN
46167	1FTXW43RX9E [redacted]			02/21/11
YEAR	MAKE	MODEL		TIME IN
2009	FORD	F450	STONE N	11:31
MILES IN	MILES OUT	FIRST USE	USE	CLOSED 11:15
62619	62619	02/06/09	MI	03/01/11
SEE ALSO				WRITER 42
				DAKOTA

(1) CHECK AND ADVISE LOSES POWER INTERMITTENTLY

INTERMITTENT CHECK ENGINE LIGHT	Labor	T16	
TEST DRIVE IDS KOEO TEST DATALOGGER CALL HOTL	8C3Z12B637AA	(WIRE ASY)	1
INE TEST FRP CIRCUITS FROM PCM TO CYL HEAD CO	8C3Z12A650EPG	(MODULE - ENGI)	1
NVERTOR FOR SHORTS AND OPENS LOAD TEST CIRCUI	Taxable Part Core	(Memo Only)	100.00
TS PASS (FSE INVOLVED, VISITED) ADVISED TO RE	8C3Z9E933A	(GASKET)	1
PLACE ENGINE HARNESS AND PCM PER FSE REMOVE A	8C3Z9E933B	(GASKET - EGR C)	1
ND REPLACE MAIN ENGINE HARNESS AND PCM REPROG	W301924	(HARDWARE - MIS)	10
RAM PCM TO LATEST CALIBRATION AND REFILL FLUI	8C3Z9J559A	(GASKET)	1
DS TEST DRIVE =OK			
Warranty Claim Repair Type:R1 - 01			
(16-2124 BEN DSL-M170815) A	.....(Warranty).....		

CERTIFICATION
All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (PA 300)
Company Authorized Representative
X

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

X
CUSTOMER SIGNATURE

	W C	INT		CUSTOMER
			Labor	.00
			Parts	.00
			Sublet	.00
			Shop Supplie	.00
			Oil/Grease	.00
			Sub Total	.00
		.00	Tax	.00
			Total	.00

Page 1 of 1 Job 46167

46167 Customer Copy

AUTOSOFT FORMS 1-877-437-4867

Ford Mercury

F-148541

Albion Motors
FORD-MERCURY, INC.

1411 N. Eaton St., P.O. Box 218
Albion, MI 49224-0218
Phone (517) 629-9111 or (517) 782-1600

Quick Lane
TIRE & AUTO CENTER

R/O	VIN		DATE IN
46507	1FTXW43RX9E[redacted]	[redacted]	03/07/11
YEAR / MAKE / MODEL / COLOR			TIME IN
2009 FORD F450 STONE N			[redacted]
[redacted] 63017 [redacted] 63017 02/06/09 [redacted] MI			CLOSED 15:29 03/10/11
S/E ALSO	H: ([redacted]		WRITER 1331 DAVE

(1) CHECK AND ADVISE LOSS OF POWER AND CEL ON
PERFORM TEST DRIVE AND VERIFIED CONCERN IDS K
OEO TEST VISUAL INSPECTION PERFORM DIAG KOER
TEST POWRR BALANCE, HP FUEL TEST, EGR TEST, F
AIL FUEL PRESSURE TEST, FSE INVOLVED FRP ERRA
TIC, REPLACE EGR VALVE AND MIXING BOWL RETEST
AFTER REPAIRS FRP STILL ERRATIC INSTALL EBP
AND TEST DRIVE STILL ERATIC, R&I RH VALVE CO
VER INSTALL FRP SENSOR AND UVC WIRE HARNESS C
LEAR CODES AND TEST DRIVE 70 MILES = STEADY
Warranty Claim Repair Type:R1 - 01
(16-2124 BEN DSL-M170815) A

Labor		T16	
8C3Z9J559A	(GASKET)		2
8C3Z9D475D	(VALVE - EXHAUS)		1
8C3Z9E461A	(HOUSING)		1
8C3Z9E933A	(GASKET)		1
8C3Z9D930AA	(WIRE ASY)		1
8C3Z9G756A	(SENSOR - FUEL)		1

.....(Warranty).....

(2) CHANGE OIL AND FILTER USING 15 QUARTS
OF NEW OIL AND NEW FILTER 6.0L DIESEL
(16-2124 BEN DSL-M170815) A

Labor		T16	5	12.50
3C3Z6731AA	(KIT - ELEMENT)		1	29.99
15w40 Motorcraft			15	41.25
FUEL 46507				45.00
Total Labor				12.50
Total Parts				29.99
Total Lubricants				41.25
Total Sublet				45.00
Total Repair (QuickLane).....				128.74

CERTIFICATION
All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (P.A. 300)
Company Authorized Representative:
X

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

X
CUSTOMER SIGNATURE

	W.C.	INT.	CUSTOMER
Labor			12.50
Parts			29.99
Sublet			45.00
Shop Supplie			2.00
Oil/Grease			41.25
Sub Total			130.74
Tax		.00	4.27
Total (Cash)			135.01

Page 1 of 1 Job 46507

46507 Customer Copy

AUTOSOFT FORMS 1-877-427-4367

Claim Detail Report

Model Year = 2009 **Claim Key** = 2515968

Vehicle Information

Model Year: 2009
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/DB-450 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F7 F SERIES OVER 8500 GVW (99-10)
Warranty Start Date: 06-FEB-2009
Production Date: 18-NOV-2008
VIN: 1FDXW43RX9E[redacted]

Claim Information

Document Number: 07909703
Repair Date: 30-MAR-2011
Distance: 65468
TIS: 27

Dealer Information

Dealer Name LA GRANGE FORD LINCOLN, LP
Dealer Code: 08242 *
Address: 1605 WEST TRAVIS STREET
City: LA GRANGE
State: TX Zip Code:78945
Country: USA Region Code: NA
Phone: (979)646-6461

Cust. Concern Code: * -
Condition Code: * - [N/A]
Technician Comment: RECALIBRATED POWERTRAIN CONTROL MODULE AND TRANSMISSION CONTROL MODULE PER 11B23 OWNERS NOTIFICATION.
Customer Comment: 11B23 POWERTRAIN CONTROL MODULE RECALIBRATION OWNERS NOTIFICATION.

Labor Op Code	Labor Op Description
11B23B	

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	Part CPSC	Part Quantity

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
KATHERINE M. PITTEL
TRAVIS L. SHACKELFORD[1]
CARL SCHWARTZ
1 - Also licensed in CT

CONSUMER LEGAL SERVICES, P.C.
ATTORNEYS AND COUNSELORS
www.LemonAuto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

OF COUNSEL
JOSEPH P. GARIN

May 3, 2011

Albion Motors Ford Mercury, Inc.
c/o William W. Vann
1411 N. Eaton St.
P.O. Box 218
Albion, MI 49224

RE: 2009 Ford F-450
VIN: 1FTXW43RX9E[redacted]

Dear Mr. Vann:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at Albion Motors Ford Mercury, Inc. on or about February 6, 2009. Mr. [redacted], pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2009 Ford F-450 and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

Mr. [redacted] intends to hold Albion Motors Ford Mercury, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

EXHIBIT C

Since the date Mr[redacted] took delivery, the vehicle has been in for repairs on at least eleven (11) different occasions.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. [redacted] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

Steven S. Toth, Esq.

SST/klw

CC: [redacted]

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [redacted] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	AGTAL012 NHL			**Received:**	07/20/2010
CCRG/EPRC:	[redacted]	**Reviewed Status:**		**Date:**	
Vehicle:	2009,F450 4X4 SD,CRWCAB ,4X4 ,1FTXW43RX9E[redacted]			**Build Date:**	11/18/2008
Odometer :	60,296 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 02769 Albion Motors Ford, Inc.			**Phone#:**	(517) 629-9111
City:	Albion	**State:**	Michigan	**Country :**	USA

Originator: BEN HARRINGTON
Symptom: 6 14 5 93 DRVABL,LOSS OF POWER ,ACCELERATION,ALL ENGINE TEMP
Status:
VFG: V44 POWERTRAIN MALFUNCTION
Additional Symptom: INTERMITTENT P0194/HPP REQ
Fix: Y **Causal Component :** WIRING ENG CNTRL SNS -- RPL
Condition Code:

Hotliner: RBAYNE2 **Phone:** 000 317-9373 **Regn Cd:** G2 Detroit
Engineering: **Phone:** **TAR:** CLD
Dlr Contact: BEN HARRINGTON **Phone:** 251 478-3351 **Title Cde:** T

KOEO:

KOEC: P0194 P120F P1335

KOER:

Comments:

REPAIR 07/20/2010 10:23AM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: TRUCK LOSES POWER, ML ILLUMNATES, VERY INTERMITTENT DIAGNOSTICS: IDS KOEO , KOER, TEST DRIVE DATALOGGER PARTS REPLACED:: NONE TECH QUESTION: ANY KNOWNS TO LOOK FOR BODY CONVERSION: NONE

RECOMM 07/20/2010 10:23AM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE
BEN, THE PROVIDED CODES (P0194/P120F) ARE OFTEN THE RESULT OF AN INTERNALLY FAULTED FRP SENSOR. CLOSELY INSPECT THE PASSENGER 15-WAY CONNECTOR FOR POTENTIAL PIN FIT/CONNECTION CONCERNS. IF NO FAULTS ARE IDENTIFIED, REMOVE THE PASSENGER VALVE COVER AND VISUALLY CHECK THE UVC FOR POSSIBLE FAULTS. IF NOTHING OBVIOUS, USE A 5 AMP BULB TO LOAD TEST THE CIRCUITS. IF THE LOAD/WIGGLE TEST FINDS NO CIRCUIT CONCERNS, REPLACE THE FRP SENSOR AND RETEST FOR THE CONCERN. BE ADVISED THE P0194/P120F CAN ALSO BE CAUSED BY AN INTERNAL HP FUEL PUMP FAULT. IF THE PREVIOUS TESTS AND FRP SENSOR REPLACEMENT DO NOT RESOLVE THE CONCERN, COMPLETE A CHECK OF THE FUEL SYSTEM FOR POSSIBLE AERATION. IF NO AERATION IS NOTED, COMPLETE THE DEBRIS CHECK PER STEP 28 OF THE HARD START/NO START DIAGNOSTIC PROCEDURE. IF CHECK FINDS NO DEBRIS, COMPLETE THE NECESSARY APPROVAL FORMS FOR HP FUEL PUMP REPLACEMENT. UPDATE THE FORM SHOULD FURTHER ASSISTANCE BE NEEDED.

ADD-ON 07/27/2010 03:49PM AMY MEINKEN MSS - FCSD - TECH SVC HOTLINE
TECH COMMENTS: CHECKED WIRNG AND REPLACED FRP SENSOR, TEST DROVE TRUCK AND RELEASED VEHICLE TO CUSTOMER

REPAIR 01/25/2011 08:50AM BRIAN MENTGEN MSS - FCSD - TECH SVC HOTLINE
TECH'S QUESTION: I HAVE NOT DUPLICATED CONCERN. I HAVE DRIVEN VEHICLE FOR 52 MILES AND 45 MINUTES, CHECKED 15 CONNECTOR FOR CHAFFING NON FOUND. DESCRIPTION OF VEHICLE CONCERN: AFTER DRIVERING FOR 45

MINUTES TRUCK LOOSES POWER CEL COMES ON THEN AFTER SHUTTING DOWN AND RESTARTING TRUCK RUN GOOD FOR ANOTHER 45 MINUTES DIAGNOSTICS ALREADY COMPLETED: SELF TEST, VISUAL INSPECTION PARTS REPLACED: HISTORY HAS 2 FRP SENSORS AND 1 UVC HARNESS DTC: P0194 IS VGT OPERATING CORRECTLY? YES PLEASE PROVIDE THE RESULTS OF THE BASE FUEL PRESSURE TEST. FOR 6.0L ENGINES, PLEASE USE THE DIESEL FUEL FLOW TESTER 310-193. FOR 6.4L ENGINES, PLEASE USE THE FUEL LINE ADAPTER 310-159. 7 PSI BODY CONVERSION: NONE

RECOMM 01/25/2011 08:50AM BRIAN MENTGEN MSS - FCSD - TECH SVC HOTLINE
AARON, IT APPEARS THE FRP SENSOR HAS BEEN REPLACED PER THE VEHICLES HISTORY. TRY TO DUPLICATE THE CODE, OR INDUCE A FRP_V FLUCTUATION BY FLEXING THE UVC HARNESS, AND REPLACE THE UVC HARNESS IF ANY CONCERNS ARE NOTICED. IF THE CONCERN CANNOT BE DUPLICATED, SINCE THE FRP SENSOR WAS REPLACED, RECOMMEND REPLACING THE UVC AND RETESTING.

AUDIT 01/25/2011 08:50AM BRIAN MENTGEN MSS - FCSD - TECH SVC HOTLINE
ODOMETER 44700 M CHANGED TO 60296 M BY BMENTGEN

REPAIR 01/25/2011 09:15AM DAVID STENDARDO MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: THE HARNESS HAS ALSO BEEN REPLACED

RECOMM 01/25/2011 09:15AM DAVID STENDARDO MSS - FCSD - TECH SVC HOTLINE
AARON, THE HOTLINE SEES THAT THE UVC HARNESS HAS ALREADY BEEN REPLACED, BUT THIS SHOULD BE CHECKED AGAIN TO ALLEVIATE A RECURRENCE. CLOSELY EXAMINE THE 15 PIN CONNECTOR ON THE R/S FOR SIGNS OF TERMINAL ISSUES OR WATER INTRUSION THAT COULD INFLUENCE THE CONCERN. CHECK THE HARNESS FROM THE 15 PIN CONNECTOR ALL THE WAY BACK TO THE PCM FOR SIGNS OF CHAFING AS WELL AS PIN FIT OR TERMINAL ISSUES AT THE PCM CONNECTOR. IF ADDITIONAL ASSISTANCE IS NEEDED, PLEASE CONTACT THE TECHNICAL HOTLINE BY PHONE TO DISCUSS THE CONCERN IN GREATER DETAIL.

ADD-ON 01/25/2011 09:15AM DAVID STENDARDO MSS - FCSD - TECH SVC HOTLINE
TAR ON NEXT CONTACT

REPAIR 01/26/2011 04:47PM JOHN HERDZIK(FSE) MSS - FCSD - REG - PITTSBURGH
AARON HAS INSPECTED THE 15 WAY CONNECTOR AND THERE WHERE NO LOOSE OR PUSHED OUT PINS AT THE CONNECTOR. AN AGGRESSIVE WIGGLE TEST WAS

PERFORMED WHILE MONITORING THE FRP VOLTAGE AND THE VOLTAGE WAS ALWAYS BETWEEN .49-.50 VOLTS. THE FRP SENSOR HAS BEEN REPLACED 2 TIMES AND THE UVC HARNESS ONCE.

RECOMM 01/26/2011 04:47PM JOHN HERDZIK(FSE) MSS - FCSD - REG - PITTSBURGH

AARON PLEASE PERFORM AN AGGRESSIVE WIGGLE TEST AGAIN ON THE FRP HARNESS WHILE MONITORING THE FRP VOLTAGE PID. IF THERE IS ANY CHANGE IN THE READING REPAIR THE SUSPECT PART OF THE HARNESS AND RETEST.

REPAIR 01/28/2011 11:11AM DONALD KERN MSS - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN: ENGINE STALLS DIAGNOSTICS: CHECKED FOR CODES AND INSPECTED WIRING AT VALVECOVE HARNESS. PARTS REPLACED:: NONE YET TECH QUESTION: IF YOU LOOK AT THE HISTORY THE SAME PROBLEM HAS BEEN WITH THIS TRUCK FOR QUITE SOME TIME. LOOKS LIKE FRP HAS BEEN REPLACED TWICE ALONG WITH THE UNDER VALVECOVER WIRING. THE EGR LOOKS LIKE IT MAY BE NEW AS WELL. I SEE A TSB 09-16-08 FOR RECALIBRATION FOR THE EGR CODE. I WILL CHECK CALIBRATION AFTER I HERE FROM YOU. SO FAR THE VEHICLE HAS DIED TWICE IN THE LAST 20 MIN BUT IT RESTARTED LIKE NORMAL. I PUSHED AND PULLED ON SOME OF THE WIRING WITH NO RESULTS. ANY IDEAS WHERE TO GO FIRST? GUY IS OF COURSE TRAVELING AND 1000 MILES FROM HOME. THANKS HAVE YOU MADE AN IDS RECORDING OF THE CONCERN? NO ARE THERE ANY WIRES CHAFFED AT ANY KNOWN LOCATIONS? NO HAVE YOU CHECKED FICM SYNC AND SYNC DURING THE CONCERN? (6.0L ONLY) YES BODY CONVERSION: STOCK

RECOMM 01/28/2011 11:11AM DONALD KERN MSS - FCSD - TECH SVC HOTLINE

RICHARD, AT THIS TIME IT IS VERY POSSIBLE EVERYONE OF THESE DTCS COULD CAUSE A STALL CONCERN WITH THIS VEHICLE. THE QUESTION IS WHICH ONE IS THE CAUSE. PLEASE PERFORM THE FOLLOWING TEST AND INSPECTIONS: - VERIFY THERE IS A CLEAN SUFFICENT FUEL SUPPLY. - PERFORM A LOW PRESURE FUEL SYSTEM TEST, 3-8PSI. - PERFORM THE HP FUEL SYSTEM TEST. - MONITOR THE FRP AT KOEO IT SHOULD BE .49-.51V. PLEASE MONITOR THESE PIDS WHILE THE CONCERN IS HAPPENING: - FRP VOLTAGE, FRP PSI, FRP DSD. - EGR VP, EGRVP DSD. - APP MODE, APP1, APP2, APP% PLEASE TRY TO MAKE A RECORDING OF THESE

PIDS DURING THE CONCERN SO THAT YOU CAN NARROW THE PROBLEM DOWN TO A CERTAIN COMPONTENT. PLEASE UPDATE THIS FORM WITH ALL OF YOUR TEST RESULTS IF FURTHER ASSISTANCE IS NEEDED. USE CONTACT ID 104329635.

AUDIT **01/28/2011 11:11AM DONALD KERN MSS - FCSD - TECH SVC HOTLINE**
DEALER 08951, , , USA CHANGED TO 06529, , , USA BY DKERN16

REPAIR **02/02/2011 12:08PM DONALD KERN MSS - FCSD - TECH SVC HOTLINE**
TECHNICIAN REPLY: CUST JUST RETURNED FROM TRIP WITH VEHICLE AND I RAN KOEO P0194 WAS PRESENT AND NOW P0120F WAS PRESENT NOT SURE IF THAT CAN CHANGE ANYTHING?

RECOMM **02/02/2011 12:08PM DONALD KERN MSS - FCSD - TECH SVC HOTLINE**
AARON, AT THIS TIME PLEASE INSTALL A FUEL PRESSURE GAGE ON THE LOW PRESSURE FUEL SYSTEM AND MONITOR THE LOW PRESSURE FUEL SYSTEM, THERE SHOULD BE 3-8 PSI. IF THE LOW PRESSURE FUEL SYSTEM FAILS PLEASE VERIFY THE FUEL FILTERS ARE NOT RESTRICTING FUEL FLOW. PLEASE MAKE SURE THERE IS ADEQUATE FUEL SUPPLY. IF THE LOW PRESSURE FUEL SYSTEM PASSES PLEASE GO TO PPT M16 AND FOLLOW THE DIRECTION. IF YOU ARE STILL UNABLE TO FIND THE CONCERN OF THIS VEHICLE PLEASE CALL THE TECHNICAL HOTLINE BY PHONE TO DISCUSS THE CONCERN IN GREATER DETAIL.

ADD-ON **02/07/2011 10:53AM KRIS MCCALL(FSE) MSS - FCSD - TSOM - ATLANTA**
TECHNICIAN AARON SULLIVAN FROM FORD OF CLERMONT (P&A CODE 08951) CONTACTED FSE SEEKING ADVICE ON CONCERN. FSE REVIEWED REPAIR HISTORY AND PREVIOUS REPORTS WITH DTC P0120F. FOUND IN MANY INSTANCES AFTER SIMILAR REPAIR ATTEMPTS THE FIX WAS HPP, IN REPORTS 9I2BV004, 9FDAV093, 9IIDV012. FSE ADVISED TO PERFORM DEBRIS CHECK, IF DEBRIS IS FOUND REPLACE ENTIRE HP SYSTEM, IF NOT JUST REPLACE HPP.

REPAIR **02/10/2011 04:27PM KLAW6**
PLEASE DESCRIBE CUSTOMERS CONCERN: VEHICLE LOOSES POWER CEL COMES ON VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: VEHICLE WILL LOOSE POWER SHUT TRUCK DOWN AND RESTART WILL BE OKAY FOR A FEW MINUTES THEN LOOSES POWER AGAIN WHEN THIS WOULD HAPPED HIGH PRESSURE FUEL PSI WAS AT ANY WHERE FROM 13 TO 18,000. ALSO WITH CONTAMINATION

PRESENT WHAT ELSE SHOULD BE REPLACED. I TALKED TO FSE KRIS MCCALL AND HE SAID TO GAIN APPROVAL FOR REPLACEMENT OF PUMP AND CHECK FOIR DEBRIS QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:INTERNALY COMING APART QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:OIL LEVEL WAS GOOD AND CONDITION GOOD, FUEL WAS GOOD FOUND DEBRIS PRESENT AT CYLINDER #1 PORT DURING TEST QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:6 PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:NO AIR PRESENT QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:FOUND DEBRIS AT CYLINDER #1 TEST PORT QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:VOLTAGE WAS AT .49V, WIGGLE TEST PASSED VISUAL INSPECTION PASSED REMOVED VALVE COVER FOR CLOSER INSPECTION PASSED QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P120F AND P0194 PARTS REQUESTED: 6.4 HP PUMP USE SECONDARY P&A CODE: 08951

---------- CONTACT ID:104359025 OASIS: 415491131 P&A CODE: 08951 DEALER NAME: FORD OF CLERMONT, INC TECH NAME: AARON SULLIVAN TITLE: T - TECHNICIAN CONTACT DATE: 2/10/2011 3:49:42 PM EMAIL: RO#: 48898 RO DATE: 01/24/2011 RO LINE #: 51 DEALER PHONE: 352-394-6161 VIN: 1FTXW43RX9EA25423 VEHICLE: 2009 F-SERIES F-450 CREW CAB 4X4 ODOMETER: 60244 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 02/06/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 9G042EA ENGINE BUILD DATE: 11/18/2008

RECOMM 02/10/2011 04:27PM KLAW6

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR

REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS.
REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/20/S8O34C05.HTM" TARGET="_BLANK">FUEL INJECTORS AND
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">HP PUMP. IN ADDITION,
IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL
FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT
FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE
FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN
THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH
THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED
AND THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED
ONCE THE REPAIR IS COMPLETE. APPROVAL CODE: PAA8T

REPAIR **02/18/2011 01:12PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE**
PLEASE DESCRIBE CUSTOMERS CONCERN: I PREVIOUSLY RECIEVED APPROVAL TO
PERFORMED A REPAIR UNDER RO 48898 APPROVAL CODE PAA8T. THE RO WAS
PREVIOUS CLOSED AND I DID NOT KNOW THAT IT WAS THE OLD ONE.
VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS
NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY:
QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:THIS IS THE
SAME VEHICLE SAME REPAIR JUST DIFFERENT RO I APPAULIGIZE FOR THE
CONFUSION. THANK YOU QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION
OF BOTH THE OIL AND FUEL. ANSWER:SEE PREVIOUS QUESTION: WHAT ARE
THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST
KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:SEE PREVIOUS QUESTION:
WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED
PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:SEE PREVIOUS

QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:SEE PREVIOUS QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:SEE PREVIOUS QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:SEE PREVIOUS PARTS REQUESTED: 6.4 HP PUMP USE SECONDARY P&A CODE: 08951

---------- CONTACT ID:104377422 OASIS: 512264981 P&A CODE: 08951 DEALER NAME: FORD OF CLERMONT, INC TECH NAME: AARON SULLIVAN TITLE: T - TECHNICIAN CONTACT DATE: 2/18/2011 12:27:17 PM EMAIL: RO#: 49405 RO DATE: 02/10/2011 RO LINE #: 51 DEALER PHONE: 352-394-6161 VIN: 1FTXW43RX9EA25423 VEHICLE: 2009 F-SERIES F-450 CREW CAB 4X4 ODOMETER: 60299 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 02/06/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 9G042EA ENGINE BUILD DATE: 11/18/2008

RECOMM **02/18/2011 01:12PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE**

AARON, IF THE PREVIOUS RO HAD ANY WARRANTY CLAIMS, OR RECORDS DO NOT INDICATE THAT THEY HAVE BEEN SUBMITTED.

THE PREVIOUS APPROVAL
CODE PAA8T, FOR RO 48898 HAS BEEN CLOSED.

THE NEW APPROVAL
CODE FOR RO 49405 IS PAAAU FOR REPLACEMENT OF THE HP PUMP AND 8 INJECTORS.

REPAIR **02/21/2011 12:21PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**

TECH'S QUESTION: CUSTOMER HAS HAD THIS ISSUE FOR SOME TIME AS SEEN ON WARRANTY HISTORY. I NEED A LITTLE HELP TO TRY TO RESOLVE THIS ISSUE. ANY KNOWN AREAS TO LOOK AT FOR FUEL PRESSURE WIRING CHAFFING AND OR POOR CONNECTIONS.? DESCRIPTION OF VEHICLE CONCERN: INTERMITTENT CHECK ENGINE LIGHT AND LACK OF POWER DIAGNOSTICS

ALREADY COMPLETED: IDS KOEO TEST, PARTS REPLACED: PAST REPAIRS HAVE HAD FUEL PRESSURE SENSOR AND WIRING UNDER VC REPLACED. DTC: P0194 BODY CONVERSION: NONE

RECOMM 02/21/2011 12:21PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE

THE ONLY COMMON AREAS FOR POOR PIN FIT OR WIRING ISSUES IS AT THE 15 WAY CONNECTOR OR AN ISSUE WITH THE UNDER VALVE COVER HARNESS. IT APPEARS THESE HAVE BEEN INSPECTED AND REPLACED PREVIOUSLY. RECOMMEND CHECKING WITH THE CUSTOMER TO SEE IF THE CONCERN SEEMS TO BE RELATED TO LOWER FUEL LEVELS IN THE VEHICLE. IF IT ONLY OCCURS UNDER 1/4 TANK, RECOMMEND CHECKING FOR PROPER SENDER OPERATION. IF IT IS READING INCORRECTLY, THE VEHICLE COULD BE RUNNING OUT OF FUEL OR AERATING CAUSING AN ERRATIC FRP READING. IF IT NOT RELATED TO FUEL LEVEL, RECOMMEND VERIFYING THERE IS NO AERATION IN THE LOW SIDE SUPPLY. ALSO INSTALL THE BLEED TOOL TO CHECK FOR AERATION IN THE HIGH SIDE RETURN. PLEASE CONTACT HOTLINE BY PHONE IF YOU NEED FURTHER ASSISTANCE.

REPAIR 02/21/2011 04:11PM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE

TECH CALLING WITH A REPEATED CUSTOMER CONCERN OF THE VEHICLE LOSING POWER AND ILLUMINATING THE MIL LAMP. TECH HAS RECORDED CODES P120F/P0194. OASIS INFORMATION INDICATES THE FAULT HAS REOCCURRED AFTER REPLACEMENT OF THE FRP SENSOR/UVC HARNESS/HP FUEL SYSTEM COMPONENTS. TECH SEEKING ASSISTANCE IN RESOLVING THE ONGOING CONCERN.

RECOMM 02/21/2011 04:11PM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE

ADVISED TO COMPLETE A LOAD/WIGGLE TEST OF THE ENGINE HARNESS CIRCUITS THAT ARE ASSOCIATED WITH THE FRP SENSOR. ADVISED TO MAKE NEEDED REPAIRS SHOULD AN OPEN OR RESISTANCE FAULT BE NOTED. TECH ADVISED TO COMPLETE THIS TEST COLD AND HOT AS THE FAULT IS NOTED TO OCCUR MAINLY WHEN HOT. TECH FURTHER ADVISED THAT FSE INVOLVEMENT WOULD BE INITIATED. WE'VE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU OR DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1) BUSINESS DAY. IF THE FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS

AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

TAR **02/21/2011 04:11PM RICK BAYNE MSS - FCSD - TECH SVC HOTLINE**
****NOTE TO FSE**** TAR INITIATED DUE TO AN ONGOING CUSTOMER CONCERN OF THE VEHICLE LACKING POWER WHEN HOT. TECH CONFIRMS THE CUSTOMER TO STATE THE FAULT HAS OCCURRED AFTER REPLACEMENT OF THE HP FUEL SYSTEM COMPONENTS/FRP SENSOR/UVC HARNESS. CURRENTLY, THE DEALER HAS BEEN ADVISED TO COMPLETE A LOAD/WIGGLE TEST OF THE ENGINE HARNESS CIRCUITS ASSOCIATED WITH THE FRP SENSOR. ASSIST THE DEALER WITH ROOT CAUSE DIAGNOSIS AND REPAIR. **PLEASE NOTE, THE VEHICLE WILL BE AT THE CURRENT DEALER UNTIL NEXT FRIDAY.** DAYS OUT OF SERVICE: CURRENTLY 3+ DAYS (SEE HISTORY FOR OTHER INFO REGARDING TIME OUT OF SERVICE) REPAIR ATTEMPTS: FRP SENSOR/UVC HARNESS/HP FUEL SYSTEM***

ADD-ON **02/21/2011 05:31PM DAVID STENDARDO MSS - FCSD - TECH SVC HOTLINE**
TAR APPROVED (TECH DIESEL CERTIFIED)

ADD-ON **02/23/2011 09:11PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT**
I VISITED THE DEALERSHIP. WE TEST DROVE THE VEHICLE. WE COULDNT DUPLICATE THE CONCERN. USING THE IDS I COULD CAUSE THE CUSTOMERS CONCERN BY ACTIVE COMMANDING THE FRP TO 1200 OR BELOW. I RECOMMENDED TO REPLACE THE ENGINE HARNESS AND THE PCM.

REPAIR **03/01/2011 11:56AM KEVIN LEWIS MSS - FCSD - TECH SVC HOTLINE**
TECHNICIAN REPLY: QUICK QUESTION ON THIS TRUCK NOT RELATED TO THIS ISSUE. IS THERE A WAY TO PROGRAM THE AUTO IDLE SHUT DOWN TO AN EXTENDED PERIOD OF TIME? I WENT INTO PROGRAMMABLE PARAMETERS BUT DID NOT SEE IT. THANKS.

RECOMM **03/01/2011 11:56AM KEVIN LEWIS MSS - FCSD - TECH SVC HOTLINE**
BEN, UNFORTUNATELY THE EXTENDED IDLE SHUT DOWN FEATURE DOES NOT OFFER THE OPTION OF ADJUSTING THE TIME TO SHUT DOWN.

ADD-ON **03/03/2011 09:23PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT**
I VISITED THE DEALERSHIP AND TEST DROVE THE VEHICLE WITH THE TECHNICIAN. WE WERE NOT ABLE TO DUPLICATE THE CONCERN. I COULD CONTROL THE FRP WITH THE IDS TO BELOW 10% AND THE VEHICLE WOULD ACT LIKE THE CUSTOMER DISCRIBED. DUE TO THE INTERMITENT NATURAL OF THIS ISSUE WE

REPLACED THE ENGINE HARNESS 12B637. THE VEHICLE IS NOW REPAIRED.

ADD-ON **03/03/2011 09:24PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT**

.

AUDIT **03/03/2011 09:24PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT**

TECH ASSIST REFERRAL HAS BEEN CLOSED

REPAIR **03/05/2011 12:46PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE**

DEALER IS CALLING TO DISCUSS REPEAT POWER LOSS CONCERN. THE ENGINE HARNESS WAS REPLACED AS PER FSE RECOMMENDATION. THE VEHICLE WAS DRIVEN AFTER THE REPAIR AND THE CONCERN COULD NOT BE DUPLICATED. THE CUSTOMER PICKED THE VEHICLE AND SET OUT ON A ROAD TRIP. AFTER SEVERAL MILES OF DRIVING THE POWER LOSS CONCERN WAS BACK WITH A P0194 AND P120F STORED IN THE PCM. TECH WAS ABLE TO DUPLICATE THE EVENT AND MAKE RECORDINGS. DURING THE EVENT THE FRP READING IS VERY ERRATIC FRP_DES IS 18,000 AND FRP_ACT IS 23,000. PVC AND VCV ARE ALSO VERY ERRATIC. PCV WILL BOUNCE FROM 39% TO 53% TO 60+% THEN BACK DOWN WHILE VCV BOUNCES FROM 11% TO 13% TO 28% THEN POWER COMES BACK.

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RECOMM **03/05/2011 12:46PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE**

BASED ON THE INFORMATION PROVIDED, IT IS LIKELY THAT WE HAVE A LOW PRESSURE FUEL VOLUME/FLOW CONCERN POSSIBLY CAUSED BY A FAULTY LOW PRESSURE PUMP. THE CLEAN SUFFICIENT FUEL TEST (STEP 10 IN THE HARD START/NO START SECTION OF THE ONLINE PC/ED) SHOULD BE PERFORMED TO HELP CONFIRM ANY SUCTION SIDE LEAKS AS WELL AS VOLUME CONCERNS AT THE HFCM. START A NEW IDS SESSION AND RESET THE ADAPTIVE TABLES AGAIN TO ALLEVIATE A SESSION/SCAN TOOL ERROR. REPLACE THE LOW PRESSURE FUEL PUMP AS NEEDED IF ANY CONCERNS ARE FOUND. IT IS ALSO RECOMMENDED TO FOLLOW UP WITH THE FSE WITH AN UPDATE FOR FURTHER ASSISTANCE. FEEL FREE TO RE-CONTACT THE HOTLINE FOR FURTHER REVIEW IF NEEDED.

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Requester: MMACKIN1 2-Jun-2011

EA11-003 000808LC

GCQIS Report Analysis

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Report 2 of 2

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Report Detail Section : View Details | Attachments: 0

Report# :	BDYBD001 NHL			**Received:**	04/25/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F450 4X4 SD,CRWCAB ,4X4 ,1FTXW43RX9E[redacted]			**Build Date:**	11/18/2008
Odometer :	67,625 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 02769 Albion Motors Ford, Inc.			**Phone#:**	(517) 629-9111
City:	Albion	**State:**	Michigan	**Country :**	USA

Originator: BEN HARRINGTON
Symptom: 4 03 4 99 ENGINE,EXHAUST SYSTEM,VISUAL SMOKE,NOT LISTED
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional Symptom: HIGH CCP/INJ REQ #1
Fix: **Causal Component :**
Condition Code:

Hotliner: SPIENTON **Phone:** 313 317-6329 **Regn Cd:** G2 Detroit
Engineering: **Phone:** **TAR:**
Dlr Contact: BEN HARRINGTON **Phone:** 517 629-9111 **Title Cde:** T

KOEO: P0301 P0263
KOEC:
KOER:

Comments:

REPAIR 04/25/2011 09:00AM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
INITIAL QUESTION: CRANKCASE PRESSURE IS EXCESSIVE, 16 , DISCONNECTED TURBO PIPING SO NO BOOST TO ENGINE AND PRESSURE DROPPED TO 5, DOES THIS INDICATE A TURBO ISSUE AND IF SO HOW WILL I DETERMINE WHICH ONE TO REPLACE OR REPLACE BOTH? THANKS BEN

RECOMM 04/25/2011 09:00AM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
INITIAL HOTLINE RECOMMENDATION: SPIENTON BEN, WITH THE TURBOCHARGERS ILLUMINATED FROM THE SYSTEM RESULTING IN CCP DROPPING, THIS IS TELLING US ONE OR POSSIBLY BOTH TURBO ASSEMBLIES ARE FAULTY. PLEASE PERFORM A VISUAL INSPECTION, CHECKING FOR FIN TO HOUSING CONTACT. IF NO CONTACT IS SEEN, PERFORM THE BEARING CLEARANCE CHECK AS OUTLINED IN THE ON-LINE WSM. IF STILL UNABLE TO ISOLATE THE COMPONENT OF CONCERN, REPLACE BOTH ASSEMBLIES. THANK YOU

REPAIR 05/06/2011 03:52PM KLAW6
PLEASE DESCRIBE CUSTOMERS CONCERN: CHECK AND ADVISE ENGINE AND SMOKED VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: AFTER INSPECTION SWAPD INJECTO TO CYLINDER 3 AND ALL READINGS FOLLOWED THE INJECTOR QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:INTERNAL FAILURS QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER:ALL CYLINDERS DROP 75 EPMS AND CYL 1 DROPPED 20RPMS QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER:ALL CYLINDERS AT ZERO QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:PERSCRIBED LEVEL AND CLEAN QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT

310-D009 (OR EQUIVALENT GAUGE)? ANSWER:6PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:NONE PRESENT QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:NO DEBRIS CLEAN AND FRESH QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P0263 P0301 QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER:CYL 1=12% REMAINING CYLINDERS STAYED AT ZERO QUESTION: WAS DTC P2269 PRESENT ON ARRIVAL OR DURING TESTING? ANSWER:NO QUESTION: IS THERE ANY EVIDENCE OF RUST IN THE SECONDARY FUEL FILTER HOUSING WITH THE FUEL FILTER REMOVED? ANSWER:NO PARTS REQUESTED: 1 INJECTOR(S) USE SECONDARY P&A CODE: 02769

---------- CONTACT ID:104550469 OASIS: 515234676 P&A CODE: 02769 DEALER NAME: ALBION MOTORS FORD, I TECH NAME: DAVID BUTTERS TITLE: SM - SERVICE MANAGER CONTACT DATE: 5/6/2011 3:24:49 PM EMAIL: DBUTTERS@AFORD.COM RO#: 47658 RO DATE: 04/21/2011 RO LINE #: 02 DEALER PHONE: 517-629-9111 VIN: 1FTXW43RX9EA25423 VEHICLE: 2009 F-SERIES F-450 CREW CAB 4X4 ODOMETER: 67625 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 02/06/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 9GD42EA ENGINE BUILD DATE: 11/18/2008

RECOMM 05/06/2011 03:52PM KLAW6

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF ONE FUEL INJECTOR (#1). REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM" TARGET="_BLANK">WORKSHOP MANUAL FOR SERVICE INFORMATION REGARDING THIS REPAIR, AND PERFORM THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED

ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE: PAAXX

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Requester: MMACKIN1

Report Summary

Server: FCWS686

Ford Proprietary, Private

2-Jun-2011

Retention: None



3c
LP
Erekin

WEISBERG & MEYERS, LLC

ATTORNEYS FOR CONSUMERS

(PLEASE DIRECT MAIL TO OUR CORPORATE OFFICE IN PHOENIX)
5025 NORTH CENTRAL AVE, #602
PHOENIX, ARIZONA 85012
503-376-6774
888-595-9111 (TOLL FREE)
866-565-1327 FACSIMILE
WWW.ATTORNEYSFORCONSUMERS.COM

EXTENSION: 215
E-MAIL:TTIEDMAN@ATTORNEYSFORCONSUMERS.COM

WRITER LICENSED IN:
COLORADO

April 7, 2011

Ms. Cherie Leich
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

RECEIVED
APR 13 2011

11 APR 12 A10:3

Re: [redacted] v. Ford Motor Company
Our Client: Frank Schwegel
Your Client: Ford Motor Company
2010 Ford F-350 4x4
VIN: 1FTWW3BBR6A[redacted]
Our File Number: C110001O3

Dear Sir/Madam:

Ford Motor Company was first given notice of this claim on or about March 3, 2011. Despite the passage of almost one month, we have not been able to settle. I would prefer to resolve this matter amicably without having to get the courts involved. This letter is just an attempt to see if we can reach a settlement agreement without any further expense than necessary, and to this end, we will delay our filing of this claim.

Best regards,

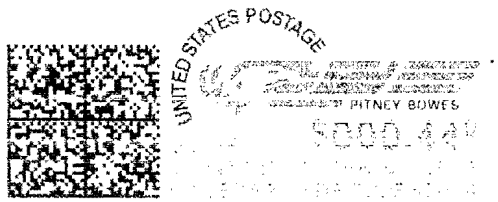
Tracey Tiedman

Tracey Tiedman
Attorney at Law

TT/jd

LITIGATION PRACTICE GROUP
11 APR 13 P5:32
OFFICE OF THE GENERAL COUNSEL

Weisberg & Meyers,LLC
5025 North Central Ave #602
Phoenix, AZ 85012



Ms. Cherie Leich
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

48121B6248 B062

WEISBERG & MEYERS,
ATTORNEYS FOR CONSUMERS
(PLEASE DIRECT MAIL TO OUR CORPORATE OFFICE IN
5025 NORTH CENTRAL AVE, #602
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503-376-6774
888-595-9111 (TOLL FREE)
866-565-1327 FACSIMILE
WWW.ATTORNEYSFORCONSUMERS.CC

EXTENSION: 215
E-MAIL:TTIEDMAN@ATTORNEYSFORCONSUMERS.COM

WRITI
COLORADO

Previous D037504

3 2P

April 25, 2011

Ms. Cherie Leich
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

RECEIVED
APR 29 2011

11 APR 28 AM 9:29

CONSUMER ... SECTION

Re: [redacted] v. Ford Motor Company
Our Client: Frank Schwegel
Your Client: Ford Motor Company
2010 Ford F-350 4x4
VIN: 1FTWW3BBR6AE[redacted]
Our File Number: C110001O3

Dear Sir/Madam:

Please allow this letter to serve as an additional follow-up to my previous correspondence regarding the above referenced matter. I would prefer to resolve this matter amicably without having to get the courts involved. Your failure to respond, however, has made this an impossible goal. If I do not hear from you within a timely manner I will assume you have no intention on attempting to resolve this matter and I will file a lawsuit. Again, we hope that this can be avoided.

Best regards,

Tracey Tiedman
Attorney at Law

TT/jd

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/28/2011	[redacted]	1FTWW3BR6AE[redacted]	2010 F-SERIES SUPER DUTY	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	739363220		
2/15/2011	[redacted]	1FTWW3BR6AE[redacted]	2010 F-SERIES SUPER DUTY	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	739363220		
2/15/2011	[redacted]	1FTWW3BR6AE[redacted]	2010 F-SERIES SUPER DUTY	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	739363220		
2/15/2011	[redacted]	1FTWW3BR6AE[redacted]	2010 F-SERIES SUPER DUTY	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	739363220		
11/18/2010	[redacted]	1FTWW3BR6AE[redacted]	2010 F-SERIES SUPER DUTY	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	739363220		

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All Action Details for Issue

Print

VIN: 1FTWW3BR6AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 739363220

Name: MR[redacted] Owner Status: Original WSD: 2010-04-16

Symptom Desc: FUEL ECONOMY COMPLAINT MODE ALL CONDITIONS

Primary Phone: [redacted]

Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK

Secondary Phone: [redacted]

Issue Type: 04 REGION Issue Status: CLOSED

Initial Customer Contact: 02/16/2011

Action: TIER II ESCALATION - MULTIPLE REPAIR

Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: US CONCERN CASE BASE

Odometer: 34600 MI Comm Type: PHONE

Analyst Name: ROBERTSON, BREANN Analyst: BROBE135

Action Date: 02/15/2011 Action Time: 10.43.05.065 Action Data: No

Comments CUSTOMER SAID: -MULTIPLE REPAIRS AND ISSUES SINCE PURCHASE-BAD FUEL ECONOMY-LOSS OF POWER-RADIO SHUTS OFF-DLR HAS MADE REPAIRS BUT STILL HAS NOT HELPED THE ISSUE-VEH HAS AN APPT THURSDAY FOR MORE DIAGNOSIS-AVAILABLE ANYTIME AND LEAVE V/M IF NECESSARYDEALER SAID: STEAMBOAT MOTORS, L.L.C. FORD CODE: 56V495 DEALER PROFILE 2310 LINCOLN AVENUESTEAMBOAT SPRINGS, CO 80487 TEL:(970) 879-8880FAX:(970) 879-5747CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-CSR ADVISED CUST HE WILL RECEIVE A CALL BACK BY THE EOB EST 2/17

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 34600 MI Comm Type: PHONE

Analyst Name: DEFILIPPO,REBECCA Analyst: RDEFILI4

Action Date: 02/16/2011 Action Time: 12.29.48.775 Action Data: Yes

Comments F R SCHWEGEL LTV 85, AWS MULTIPLE, NO ESP, NO RECALL, OBC TO CUST 970-819-2524 , SPOKE WITH MR SCHWEGEL, NO ANSWER, LEFT CONTACT INFO AND ADVISED OF FU FOR MONDAY THE 21ST AS CUST IS TAKING VEH IN FOR REPAIR ON THE 17TH.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-21-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 34600 MI Comm Type: PHONE

Analyst Name: DEFILIPPO,REBECCA Analyst: RDEFILI4

Action Date: 02/21/2011 Action Time: 15.51.41.826 Action Data: Yes

Comments 02-21-2011 CSM RJ X7778 OBC TO DEALER SPOKE WITH HEIDI, CUST DID NOT BRING VEH IN ON 17TH DUE TO STORM, OBC TO CUST, NO ANSWER, LEFT CONTACT INFORMATION AND DEALER REQUEST FOR VEH TO BE BROUGHT IN LAST PART OF THE WEEK. SET FU WITH CUST FOR 02-28-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-28-2011

TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 34600 MI Comm Type: PHONE
Analyst Name: DEFILIPPO,REBECCA Analyst: RDEFILI4
Action Date: 02/28/2011 Action Time: 14.38.39.174 Action Data: Yes

Comments 02-28-2011 CSM RJ X7778 OBC TO DEALER, SPOKE WITH ROD, DEALER STATES THERE IS NO REPAIR AND NOTHING THEY CAN DO RE THE BAD FUEL ECONOMY AND LOSS OF POWER ,AND STATES THE CUST IS SEEKING A BUYBACK. CSM HAS NOT BEEN ADVISED BY CUST OF THAT REQUEST. OBC TO CUST, 970-819-2524. SPOKE WITH MR SWEGEL, CUST STATES HE IS GOING IN TO DEALERSHIP ON 03-03-2011 TO HAVE THE RADIO REPLACED AND THE VEH IS GOING TO BE DIAGED FOR OTHER CONCERNS AT THAT TIME. CSM AND CUST AGREED TO FU ON REPAIR ON 03-14-2011 TO VERIFY REPAIR. OBC TO DEALER, SPOKE WITH ROD TO ADVISE CUST BELIEVES HE HAS AN APPOINT FOR THE RADIO ON THURS. SM AGREED TO MAKE SURE IT WAS SCHEDULED IF RADIO COMES IN. IF NOT SM WILL CONTACT CUST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-14-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 34600 MI Comm Type: PHONE
Analyst Name: DEFILIPPO,REBECCA Analyst: RDEFILI4
Action Date: 03/14/2011 Action Time: 16.41.43.684 Action Data: Yes

Comments 03-14-2011 CSM RJ X7778 OBC TO DEALER SPOKE WITH ROD, CD IS IN, GRILL IS NOT, DEALER970-879-1299 DID THE RECAL, DEALER CALLED CUST AND ADVISED TO SET APPT ANYTIME AFTER TUESDAY. OBC TO CUST, 970-819-2524 NO ANSWER, LEFT CONTACT INFO AND ADVISED FU FOR 03-21-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-21-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 34600 MI Comm Type: PHONE
Analyst Name: DEFILIPPO,REBECCA Analyst: RDEFILI4
Action Date: 03/21/2011 Action Time: 17.33.21.813 Action Data: Yes

Comments 03-21-2011 OBC TO DEALER, 970-879-8880 SPOKE WITH ROD. CUST HAS AN APPT FOR THURS. VEH SHOULD BE REPAIRED BY FRIDAY, OBC TO CUST, NO ANSWER, LEFT CONTACT INFO ADVISED OF APPT STATUS AND SET FU FOR 03-28-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-28-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN RESOLVED
Dealer: 01862 STEAMBOAT MOTORS, LLC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 34600 MI Comm Type: PHONE
Analyst Name: DEFILIPPO,REBECCA Analyst: RDEFILI4

Action Date: 03/28/2011 Action Time: 17.43.57.580 Action Data: Yes

Comments 03-28-2011 CSM RJ X7778 OBC TO DEALER, SPOKE WITH ROD, THIS VEH HAS BEEN REPAIRED AND PICKED UP. OBC TO CUST, NO ANSWER, ADVISED CONTACT INFO AND ADVISED CLOSING CONCERN.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	85
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	Y
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

Print

VIN: 1FTWW3BR6AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 739363220
Name: MR[redacted] Owner Status: Original WSD: 2010-04-16
Symptom Desc: LOSS OF POWER CRUISE Primary Phone: [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 34600 MI Comm Type: PHONE
Analyst Name: ROBERTSON, BREANN Analyst: BROBE135
Action Date: 02/15/2011 Action Time: 10.48.27.812 Action Data: No

Comments CUSTOMER SAID: (NEEDED TO DOCUMENT NEXT SYPTOM CODE WHICH WAS NOT HIGHLIGHTED)-MULTIPLE REPAIRS AND ISSUES SINCE PURCHASE-BAD FUEL ECONOMY-LOSS OF POWER-RADIO SHUTS OFF-DLR HAS MADE REPAIRS BUT STILL HAS NOT HELPED THE ISSUE-VEH HAS AN APPT THURSDAY FOR MORE DIAGNOSIS-AVAILABLE ANYTIME AND LEAVE V/M IF NECESSARYCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-CSR ADVISED CUST HE WILL RECEIVE A CALL BACK BY THE EOB EST 2/17

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All Action Details for Issue

Print

VIN: 1FTWW3BR6AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 739363220
Name: MR[redacted] Owner Status: Original WSD: 2010-04-16
Symptom Desc: ENTERTAINMENT FUNCTION RADIO 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: 34600 MI Comm Type: PHONE
Analyst Name: ROBERTSON, BREANN Analyst: BROBE135
Action Date: 02/15/2011 Action Time: 10.47.43.271 Action Data: No

Comments CUSTOMER SAID: (NEEDED TO DOCUMENT NEXT SYPTOM CODE WHICH WAS NOT HIGHLIGHTED)-MULTIPLE REPAIRS AND ISSUES SINCE PURCHASE-BAD FUEL ECONOMY-LOSS OF POWER-RADIO SHUTS OFF-DLR HAS MADE REPAIRS BUT STILL HAS NOT HELPED THE ISSUE-VEH HAS AN APPT THURSDAY FOR MORE DIAGNOSIS-AVAILABLE ANYTIME AND LEAVE V/M IF NECESSARYCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-CSR ADVISED CUST HE WILL RECEIVE A CALL BACK BY THE EOB EST 2/17

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All Action Details for Issue

Print

VIN: 1FTWW3BR6AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 739363220
Name: MR[redacted] Owner Status: Original WSD: 2010-04-16
Symptom Desc: Primary Phone: [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ESP OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 34600 MI Comm Type: PHONE
Analyst Name: ROBERTSON, BREANN Analyst: BROBE135
Action Date: 02/15/2011 Action Time: 10.43.49.299 Action Data: Yes

Comments CRC ADVISED: -NO FLAG-DID NOT MARKET

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
ESP OFFER ACTIONS:	NO TRANSFER - CUSTOMER NOT INTERESTED

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	AKJBM017 NHL			**Received:**	11/10/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F350 4X4,CRW CAB,PICKUP ,1FTWW3BR6AE[redacted]			**Build Date:**	10/22/2009
Odometer :	24,364 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	6 SPD M6HD	**Axle:**		**A/C:**	YES
Dealer:	USA 01862 Steamboat Motors, LLC			**Phone#:**	(970) 879-1299
City:	Steamboat Spring	**State:**	Colorado	**Country :**	USA

Originator: SETH KETTERER

Symptom: 6 14 6 93 DRVABL,LOSS OF POWER ,AT CRUISE,ALL ENGINE TEMP

Status:

VFG: V44 POWERTRAIN MALFUNCTION

Additional Symptom: REQ HP PUMP AND 8 INJECTORS

Fix: **Causal Component :**

Condition Code:

Hotliner: MMILL368 **Phone:** 000 000-0000 **Regn Cd:** W4 Denver

Engineering: **Phone:** **TAR:**

Dlr Contact: SETH KETTERER **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC: P0263 P0266

KOER:

Comments:

REPAIR 11/10/2010 02:01PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE PLEASE DESCRIBE CUSTOMERS CONCERN: LACKS POWER RUNS ROUGH VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: FOUND MEATAL IN THE SECONDARY FILTER HOUSING, HAVE HAD SEVERAL OTHERS LIKE THIS AND PUMP AND INJECTOR REPLACEMENT HAS ALWAYS FIXED THEM. I AM AWARE OF THE PROBLEM WITH CYL 2 SO I PERFORMED MANUAL COMPRESSION TEST ON THAT BANK AND IT PASSED. QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:PUMP FAILURE, MEATAL IN FUEL QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER:CYL 1 AND 2 LOW QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER:ALL CYL ALL THE WAY UP QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:OIL IS GOOD, FUEL HAS SHINY MEATAL FLAKES IN IT QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:8 PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:NO AIR QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:MEATAL QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:NO CHANGES QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P0263, P0266 QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER:CYL 1 -14, CYL 2 -19, CYL 3 2, CYL 4 1, CYL 5 2, CYL6 -2, CYL 7 3, CYL 8

-1 QUESTION: WAS DTC P2269 PRESENT ON ARRIVAL OR DURING TESTING? ANSWER:NO QUESTION: IS THERE ANY EVIDENCE OF RUST IN THE SECONDARY FUEL FILTER HOUSING WITH THE FUEL FILTER REMOVED? ANSWER:NO PARTS REQUESTED: 6.4 HP PUMP8 INJECTOR(S) USE SECONDARY P&A CODE: 01862

---------- CONTACT ID:104167272 OASIS: 312531453 P&A CODE: 01862 DEALER NAME: STEAMBOAT MOTORS, LLC TECH NAME: SETH KETTERER TITLE: T - TECHNICIAN CONTACT DATE: 11/10/2010 12:54:41 PM EMAIL: RO#: 113504 RO DATE: 11/03/2010 RO LINE #: 1 DEALER PHONE: 970-879-8880 VIN: 1FTWW3BR6AEA74503 VEHICLE: 2010 F-SERIES F-350 CREW CAB 4X4 ODOMETER: 24364 ENGINE: 6.4L TC DIESEL V8 TRANS: ZF M6HD-W 6-SPEED CLAIM TYPE: DIESEL PARTS WARRANTY START DATE: 04/16/2010 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 0677659 ENGINE BUILD DATE: 10-22-2009

RECOMM 11/10/2010 02:01PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM TARGET=_BLANK>FUEL INJECTORS, AND HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM TARGET=_BLANK>HP PUMP. IT IS NECESSARY TO REPLACE THE FUEL COOLER (9N103), BOTH FUEL RAILS, AND BOTH FUEL FILTERS IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES, THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS, THE SECONDARY FUEL FILTER HOUSING, AND HFCM UNTIL THEY ARE FREE OF ANY CONTAMINATION. IN ADDITION, FLUSH THE FLEXIBLE LOW PRESSURE LINES ON TOP OF THE ENGINE (SECONDARY-TO-HP PUMP (9C330), HP PUMP-TO-COOLER (9B337), AND COOLER-TO-SECONDARY (9N104)). INSPECT FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN AS NECESSARY. MAKE SURE TO PERFORM BOTH THE

HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM TARGET=_BLANK>LP FUEL SYSTEM BLEED AND THE
HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE.

DUE TO THE SENSITIVITY OF THE SYSTEM;
DO NOT UN-PACKAGE OR INSTALL ANY HIGH PRESSURE FUEL SYSTEM COMPONENTS IN ADVANCE. PLEASE WAIT UNTIL ALL OF THE COMPONENTS THAT ARE REQUIRED TO COMPLETE THE REPAIR HAVE ARRIVED, BEFORE PERFORMING ANY INSTALLATION.

Download Options

IF THERE IS A CONCERN WITH PARTS AVAILABILITY;
SUBMIT THE ORDER AS EMERGENCY PART ORDER STATUS (D99), WHICH IS REFERRED TO A DIRECT SHIP SUPPLIER. PAAB9

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June 17, 2011

Via Certified U.S. Mail
Return Receipt Requested

RECEIVED
JUN 24 2011

11 JUN 23 AM 9:31

Ford Motor Company
16800 Executive Plaza Drive
Dearborn, MI 48126

Re: Consumer: [redacted]
Contract date: August 18, 2009
Subject Vehicle: 2009 Ford F-250
VIN: 1FTSW21RX9E[redacted]

Please take notice of the following:

This letter serves as notice, pursuant to California Civil Code section 1782(a) on behalf of the above noted consumer, of the misrepresentations, and deceptive acts and practices concerning the sale and subsequent warranty and repair service of the subject vehicle and also serves as a written notice and request for a buyback.

Summary of Relevant Facts

On August 18, 2009, [redacted] ("Consumer" or "[redacted]") purchased a barely used 2009 Ford F-250, VIN: 1FTSW21RX9E[redacted] ("Vehicle" or "truck") from Norcar ("Dealer") in Auburn, California. The Vehicle was sold with the balance of a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile drivetrain, and 5 year/100,000 mile diesel engine warranty.

From the time of purchase until the current the truck has suffered ongoing problems, including but not limited to:

Problems	Date	Odo	Days	RO#
Engine - Customer states engine has a loss of power. Do TSB 08-25-01. DO performance diagnosis. White smoke coming from exhaust when accelerating. Replace charge air cooler assembly. Test drive. See Job b. SPW. After installing intercooler, intercooler is leaking. Replaced CAC assembly.	06/07/10	7,194	5	215962 Future Ford of Sac

Engine - *2nd Repair Attempt* - Customer states check for one of the turbo tubes keeps blowing off. The low side CAC tube was leaking. The tube was replaced.	12/22/10	11,488	6	231305 Future Ford of Sac
Engine - *3rd Repair Attempt* - Customer states the engine is leaking coolant. Leaving spots on ground overnight. Completed inspection and see attached. We found the radiator tank leaking. Need to replace and inspect thermostat. We removed the failed leaking radiator assembly and then removed thermostat assembly due to code P00B7. Cleaned and inspected sealing surface. Installed the replaced thermostat and replaced radiator. Replaced all needed seals and gaskets. Topped off cooling system and road tested. ***On the inspection check sheet the tech checked "Oil and/or fluid leaks" and hand wrote "Possible Bedplate". Engine Recall - Complete recall #11B-23 related to powertrain control module recalibration. Completed update as needed and re-inspect. We found diagnostic code P00B7 related to coolant temp. Inspect the thermostat and found that it needs to be replaced. See Job B for coolant leak repair. Cleaned all codes after repair. Road tested and re-inspected ok. Normal operation and no codes.	04/22/11	14,208	8	240447 Future Ford of Sac
Engine - *4th Repair Attempt* - Customer states there was a loud pop occurred and vehicle lost power. Found failed hot side CAC tube. Tested boost and within specs. Cleared P0401 code and checked fuel pressure.	05/09/11	14,296	1	370434 Auburn Ford
Transmission - Customer states when going up steep grade, started leaking trans fluid from front of trans. See Inv.#371387. **Engine** - *5th Repair Attempt* - Customer states engine is leaking oil. Removed and replaced trans rear main seal and plate gasket. Reassembled and road tested. While on road test wrench light came on. See line #C. While on the road test, after repairs, the wrench light came on. Per hotline request removed cab and exhaust. Replaced high pressure pump as per hotline. Re-assembled all and cleared codes. Ok after repair.	06/01/11	14,946	11	371131 Auburn Ford

Transmission - *2nd Repair Attempt* - Customer states when going up steep grade, started leaking trans fluid from front of trans. Verified trans leaked from vent. Trans possibly overfilled. Checked and level overfull. Checked oasis and found SSM 21724 applies. Performed SSM and reset level. Retested ok.	06/09/11	14,946	1	371387 Auburn Ford
A/C - Customer states AC blows warm air. Evacuated AC system and replaced AC condenser assembly. Recharged 78kg. Retested ok. Hi pressure 200PSI and low 25PSI 38 degrees at center vent.	06/14/11	15,016	2	371496 Auburn Ford

There have been at least **5 engine repair attempts less than 15,000 miles** yet this truck continues to suffer a lack of power; oil and fuel leaks; and extremely poor fuel economy.

The problems with this truck started on almost day one. The power loss has been constant and severe, and the engine issues have led several times to the CAC tube blowing off while towing. When this happens, Justin and his passengers are stranded until the tube can be replaced. On one occasion this occurred in Pismo Beach, and Justin was stuck by the side of the freeway, unable to be towed because he had his trailer with him, and 90 miles away from the nearest dealership. Ford Customer Service was informed of this situation, but to date has not provided any recourse.

The fuel economy is horrible – 10-11 MPG normally, and an unacceptable 6.5 MPG when towing. Since the truck was purchased in part to tow a fifth wheel trailer, and Justin currently owns a 24' trailer, this constitutes a severe impairment of use.

Justin bought the truck for its fuel economy, reliability, power, tow capacity, and resale. He chose the Ford over the competition because it was advertised as being the most reliable and having the most torque and horsepower with the largest rated tow capacity. He chose a diesel because they are known to have better fuel economy and reliability. Unfortunately, it only worked well for a very short time after purchase. Now it is an unreliable truck, which has a lack of power, CAC tube that blows off when towing, and constant oil and fuel leaks. All of this has left Justin robbed of the "Ford Truck" experience he paid for.

Instead of getting what he paid for Justin is now stuck unable to use the truck as much as he'd like because he reasonably fears it will suffer from the problems listed above and even completely break down leaving him and his family and friends stranded. Not to mention he can't tow with it since the truck severely lacks power and he's reasonably afraid to get stuck. There can be no denying the problems with the truck have substantially impaired its use, value, and safety.

The problems suffered by this truck are not Justin's fault. The truck has no modifications to its engine, and only a 6' lift and larger tires. Justin owns and operates Norcar, a business which, in addition to performing upgrades and equipment installations on diesel trucks for local Ford dealers, also services their engines. Furthermore, he has owned several diesels personally, including a '06 King Ranch F250 which did not suffer anything like the problems with this truck. Clearly and default, the blame lies with Ford.

The servicing dealers are Ford's agents in the capacity each performs warranty repairs on behalf of and for Ford. It is clear that Ford has failed to assist its dealers in fixing this truck and therefore is unable to fix or repair the truck to conform it to the warranty. So far the repair attempts have been unsuccessful and have focused on the symptoms and not the problems.

The problems suffered by the truck are defects in a top of the line vehicle in its class. Consumer could have purchased any number of high end pickup trucks in this premium diesel class including a comparably equipped Chevrolet Silverado or GMC Sierra with a Duramax diesel or the Dodge Ram with the Cummins turbo diesel, none of which have engine or transmission problems in numbers anywhere near what this Vehicle has suffered.

Simply, Consumer is paying top dollar and is reasonably entitled to expect great service and a reliable and strong diesel truck capable of acting as safe and reliable transportation. Clearly, the problems suffered are defects and not acceptable in this Vehicle's class.

Ford's "**2009 The New F-Series Super Duty F-250/F-350/F-450 Pickups**" brochure clearly states on page 2:

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- **Best-in-Class Conventional Towing**
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Justin paid for these things. He sure would have liked to get what he paid for!

With 5 times in to the Ford dealer in just 15,000 miles enough is enough. This truck is a lemon and needs to be bought back.

California's lemon law makes clear this Vehicle is a lemon.

> **It should be presumed that a reasonable number of attempts have been made to conform a new motor Vehicle to the applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the Vehicle, whichever occurs first, one or more of the following occurs:**

(1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the Vehicle is driven and the nonconformity has been subject to repair two or more times. . . .

(2) The same nonconformity has been subject to repair four or more times. . . [Or]

(3) The Vehicle is out of service by reason of repair of nonconformities. . . for a cumulative total of 30 calendar days since delivery of the Vehicle to the buyer.
California Civil Code § 1793.22 (b)(1), (b)(2), and (b)(3)

In the first 18 months and 18,000 miles Consumer had the Vehicle Ford has been given **at least 2 repair attempts to fix the engine** yet the problems remain! There can be no doubt Ford is fully aware of these ongoing problems. The engine problems substantially impair the use, value, and safety of the truck.

Under more than one theory the Vehicle is clearly a "lemon." California Civil Code § 1793.4 makes clear Ford's liability and reads in relevant part as follows:

§ 1793.4. Commencement of service and repair within reasonable time; tender of conforming goods within 30 days; extension of time

Where an option is exercised in favor of service and repair under Section 1793.3, such service and repair must be commenced within a reasonable time, and, unless the buyer agrees in writing to the contrary, goods conforming to the applicable express warranties shall be tendered within 30 days. . . .

California Civil Code § 1793.2 makes clear Ford's liability and reads in relevant part as follows:

§ 1793.2. Consumer goods manufacturers; express warranties; service and repair facilities

(a) Every manufacturer of Consumer goods sold in this state and for which the manufacturer has made an express warranty shall:

(1)(A) Maintain in this state sufficient service and repair facilities reasonably close to all areas where Consumers goods are sold to carry out the terms of those warranties. . .

(b) Where those service and repair facilities are maintained in this state and service or repair of the goods is necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time. . . . within 30 days.

(d)(2) ***. . . if the manufacturer or its representative in this state is unable to service or repair a new motor Vehicle. . . to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new***

motor Vehicle. . . or promptly make restitution to the buyer. . . However, the buyer shall be free to elect restitution in lieu of replacement. . . . (Emphasis added)

Under Civil Code § 1793.2(d)(2), Ford must buy back the Vehicle and offer Consumer a refund or replacement. Consumer hereby revokes acceptance of the Vehicle, rescinds the contract, and demands to be given a refund along with restitution of all money paid toward the Vehicle, repairs, rental, towing, and upgrades. Under Civil Code § 1794(a) Consumer is entitled to restitution of all consideration given.

Ford's willful refusal to conform the Vehicle to the warranty subjects it to civil penalties.

Ford has had numerous opportunities to conform the Vehicle to the new motor vehicle warranty accompanying its purchase. For good reason Consumer has a shaken faith in Vehicle and in Ford's ability and willingness to repair it under warranty.

Ford has committed numerous violations of law, including but not limited to:

Summary of Applicable Law

Under California's **Consumers Legal Remedies Act**, Civil Code §§ 1770, *et seq.*, the following statutory violations have occurred:

(1) Representing that goods or services have characteristics, or qualities which they do not have.

(2) Representing that the Vehicle and services were of a particular standard, quality, and grade when they were not.

(3) Represented that transactions conferred or involved rights, remedies, and obligations which they did not have or involve.

(4) Representing that the subject of a transaction had been supplied in accordance with a previous representation when it had not.

(5) Passing off goods and services as those of another.

(6) False advertising.

Under the **Song-Beverly Consumer Warranty Act** (California Civil Code §§ 1791 et. Seq. and the **Magnuson-Moss Warranty Act** (15 U.S.C. §§ 2301 et. Seq.) the following violations have occurred the following violations have occurred::

(1) Failure to fully and clearly disclose warranty terms and conditions at or before the time of purchase;

(2) Failure to conform Vehicle to the terms of warranty;

(3) Failure to service Vehicle under warranty;

(4) Failure to honor the terms of warranty since manufacturer has refused to offer to repurchase or replace Vehicle under said warranty.

(5) Breach of extended service contract for failure to repair during contracted for time period of coverage.

Ford committed **Fraud** by knowingly allowing the truck to be sold to Consumers with the engine problems mentioned above, without disclosing the same, and again each time it failed to repair the same yet told Consumers it was repaired.

Ford also committed **False Advertising and Fraud** when the Vehicle failed to live up to being "Built Ford Tough", or that "Quality is Job 1..." and is clearly unable to perform as advertised and specified in the manual, brochure, at the selling and servicing dealers, and on television.

Settlement Demand

On behalf of Consumer, I respectfully request that you rectify the above-described problems with the Vehicle by buying it back and giving him a complete refund (or replacement at his option) including restitution of the full amount of his damages, including but not limited to: all out of pocket expenses; all money paid toward the Vehicle; all upgrades to the Vehicle; all rental and/or towing expenses; and all incidental and consequential damages. Finally, you would also need to pay reasonable attorneys fees of $3000.00 (includes estimated "wrap up" fees).

An itemized demand will be provided upon request.

Please do not contact the Mr. Silkwood or any member of his family. All communications concerning this matter should be directed to the undersigned.

Please note that if legal action proves necessary, the attorney fees incurred by my client, for which you may be legally liable, may increase. In particular, under more than one of the various causes of action we intend to pursue, if Consumer wins any amount of damages in any court proceeding, he may be deemed "prevailing party" and entitled to all of his damages, interest on the same, and possibly civil penalties.

Please consider this demand open until 15 days after your receipt of this notice. Unfortunately, if Ford has not by then agreed to settle this matter as stated above I will have no alternative but to file suit. As always, I sincerely hope we can resolve this matter to both your satisfaction and that of my client.

Sincerely,

LAW OFFICES OF JON JACOBS

Maren Ahnberg
cc: client

3031 Stanford Ranch Rd. #2-150
Rocklin, CA 95765

www.lemonbuyback.com
www.notsotoyou.com

LAW OFFICES OF JON JACOBS

Your Local Lemon Law Attorney Protecting Buyers' Rights
Local (916) 663-6400 Fax (916) 663-6500
Toll Free (866) NO FEE TO YOU

June 20, 2011

VIA FACSIMILE ONLY
(866) 646-0515
8 Total Pages

Eileen Pawelek
Settlement Specialist
Ford Motor Company
3 Parklane Boulevard
Parklane Towers West, Suite 150
Dearborn, MI 48126-2568

Re:	Consumer:	[redacted]
	Contract date:	August 18, 2009
	Subject Vehicle:	2009 Ford F-250
	VIN:	1FTSW21RX9E[redacted]

Dear Ms. Pawelek:

Attached you will find a copy of the notice and demand being mailed out to Ford today. The repair history of the vehicle makes clear it's a lemon and that my client is legally entitled to a refund or replacement.

Respectfully, 5 engine repair attempts in just 15,000 miles makes clear this truck is a lemon and should be bought back.

Unfortunately, if a buyback offer for a refund or replacement and Refund Worksheet are not received in my office within 15 days the Complaint in this case will get filed.

Please call me to discuss this matter. It is my hope Ford will choose to resolve this matter as soon as possible and without the expense and delay of litigation. My goal is to get things settled as quickly as possible.

Please call with any questions. Thank you.

Sincerely,

LAW OFFICES OF JON JACOBS

Maren Ahnberg

Enclosures: cc notice/demand

OFFICE OF THE GENERAL COUNSEL
11 JUN 20 P6:26
LITIGATION PRACTICE GROUP

3031 Stanford Ranch Rd. #2-150
Rocklin, CA 95765

www.lemonbuyback.com
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Local (916) 663-6400 Fax (916) 663-6500
Toll Free (866) NO FEE TO YOU

June 17, 2011

Via Certified U.S. Mail
Return Receipt Requested

Ford Motor Company
16800 Executive Plaza Drive
Dearborn, MI 48126

Re:	Consumer:	[redacted]
	Contract date:	August 18, 2009
	Subject Vehicle:	2009 Ford F-250
	VIN:	1FTSW21RX9E[redacted]

Please take notice of the following:

This letter serves as notice, pursuant to California Civil Code section 1782(a) on behalf of the above noted consumer, of the misrepresentations, and deceptive acts and practices concerning the sale and subsequent warranty and repair service of the subject vehicle and also serves as a written notice and request for a buyback.

Summary of Relevant Facts

On August 18, 2009, Justin Silkwood ("Consumer" or "Justin") purchased a barely used 2009 Ford F-250, VIN: 1FTSW21RX9E[redacted] ("Vehicle" or "truck") from Norcar ("Dealer") in Auburn, California. The Vehicle was sold with the balance of a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile drivetrain, and 5 year/100,000 mile diesel engine warranty.

From the time of purchase until the current the truck has suffered ongoing problems, including but not limited to:

Problems	Date	Odo	Days	RO#
Engine - Customer states engine has a loss of power. Do TSB 08-25-01. DO performance diagnosis. White smoke coming from exhaust when accelerating. Replace charge air cooler assembly. Test drive. See Job b. SPW. After installing intercooler, intercooler is leaking. Replaced CAC assembly.	06/07/10	7,194	5	215962 Future Ford of Sac

Engine - *2nd Repair Attempt* - Customer states check for one of the turbo tubes keeps blowing off. The low side CAC tube was leaking. The tube was replaced.	12/22/10	11,488	6	231305 Future Ford of Sac
Engine - *3rd Repair Attempt* - Customer states the engine is leaking coolant. Leaving spots on ground overnight. Completed inspection and see attached. We found the radiator tank leaking. Need to replace and inspect thermostat. We removed the failed leaking radiator assembly and then removed thermostat assembly due to code P00B7. Cleaned and inspected sealing surface. Installed the replaced thermostat and replaced radiator. Replaced all needed seals and gaskets. Topped off cooling system and road tested. ***On the inspection check sheet the tech checked "Oil and/or fluid leaks" and hand wrote "Possible Bedplate". Engine Recall - Complete recall #11B-23 related to powertrain control module recalibration. Completed update as needed and re-inspect. We found diagnostic code P00B7 related to coolant temp. Inspect the thermostat and found that it needs to be replaced. See Job B for coolant leak repair. Cleaned all codes after repair. Road tested and re-inspected ok. Normal operation and no codes.	04/22/11	14,208	8	240447 Future Ford of Sac
Engine - *4th Repair Attempt* - Customer states there was a loud pop occurred and vehicle lost power. Found failed hot side CAC tube. Tested boost and within specs. Cleared P0401 code and checked fuel pressure.	05/09/11	14,296	1	370434 Auburn Ford
Transmission - Customer states when going up steep grade, started leaking trans fluid from front of trans. See Inv.#371387. **Engine** - *5th Repair Attempt* - Customer states engine is leaking oil. Removed and replaced trans rear main seal and plate gasket. Reassembled and road tested. While on road test wrench light came on. See line #C. While on the road test, after repairs, the wrench light came on. Per hotline request removed cab and exhaust. Replaced high pressure pump as per hotline. Re-assembled all and cleared codes. Ok after repair.	06/01/11	14,946	11	371131 Auburn Ford

Transmission - *2nd Repair Attempt* - Customer states when going up steep grade, started leaking trans fluid from front of trans. Verified trans leaked from vent. Trans possibly overfilled. Checked and level overfull. Checked oasis and found SSM 21724 applies. Performed SSM and reset level. Retested ok.	06/09/11	14,946	1	371387 Auburn Ford
A/C - Customer states AC blows warm air. Evacuated AC system and replaced AC condenser assembly. Recharged 78kg. Retested ok. Hi pressure 200PSI and low 25PSI 38 degrees at center vent.	06/14/11	15,016	2	371496 Auburn Ford

There have been at least **5 engine repair attempts less than 15,000 miles** yet this truck continues to suffer a lack of power; oil and fuel leaks; and extremely poor fuel economy.

The problems with this truck started on almost day one. The power loss has been constant and severe, and the engine issues have led several times to the CAC tube blowing off while towing. When this happens, Justin and his passengers are stranded until the tube can be replaced. On one occasion this occurred in Pismo Beach, and Justin was stuck by the side of the freeway, unable to be towed because he had his trailer with him, and 90 miles away from the nearest dealership. Ford Customer Service was informed of this situation, but to date has not provided any recourse.

The fuel economy is horrible – 10-11 MPG normally, and an unacceptable 6.5 MPG when towing. Since the truck was purchased in part to tow a fifth wheel trailer, and Justin currently owns a 24' trailer, this constitutes a severe impairment of use.

Justin bought the truck for its fuel economy, reliability, power, tow capacity, and resale. He chose the Ford over the competition because it was advertised as being the most reliable and having the most torque and horsepower with the largest rated tow capacity. He chose a diesel because they are known to have better fuel economy and reliability. Unfortunately, it only worked well for a very short time after purchase. Now it is an unreliable truck, which has a lack of power, CAC tube that blows off when towing, and constant oil and fuel leaks. All of this has left Justin robbed of the "Ford Truck" experience he paid for.

Instead of getting what he paid for Justin is now stuck unable to use the truck as much as he'd like because he reasonably fears it will suffer from the problems listed above and even completely break down leaving him and his family and friends stranded. Not to mention he can't tow with it since the truck severely lacks power and he's reasonably afraid to get stuck. There can be no denying the problems with the truck have substantially impaired its use, value, and safety.

The problems suffered by this truck are not Justin's fault. The truck has no modifications to its engine, and only a 6' lift and larger tires. Justin owns and operates Norcar, a business which, in addition to performing upgrades and equipment installations on diesel trucks for local Ford dealers, also services their engines. Furthermore, he has owned several diesels personally, including a '06 King Ranch F250 which did not suffer anything like the problems with this truck. Clearly and default, the blame lies with Ford.

The servicing dealers are Ford's agents in the capacity each performs warranty repairs on behalf of and for Ford. It is clear that Ford has failed to assist its dealers in fixing this truck and therefore is unable to fix or repair the truck to conform it to the warranty. So far the repair attempts have been unsuccessful and have focused on the symptoms and not the problems.

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Ford committed **Fraud** by knowingly allowing the truck to be sold to Consumers with the engine problems mentioned above, without disclosing the same, and again each time it failed to repair the same yet told Consumers it was repaired.

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Settlement Demand

On behalf of Consumer, I respectfully request that you rectify the above-described problems with the Vehicle by buying it back and giving him a complete refund (or replacement at his option) including restitution of the full amount of his damages, including but not limited to: all out of pocket expenses; all money paid toward the Vehicle; all upgrades to the Vehicle; all rental and/or towing expenses; and all incidental and consequential damages. Finally, you would also need to pay reasonable attorneys fees of $3000.00 (includes estimated "wrap up" fees).

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Sincerely,

LAW OFFICES OF JON JACOBS

Maren Ahnberg
cc: client



Copy TO Glen Polk

Friday, July 15,2011

Mr. Polk My Name is [redacted] and we have met only once in the past year, I purchase a 2010 Ford F350 In march of 2010, My Sales man was Gary Anderson and My Finance was Colt and it was that conversation that I had with him that really sold me on buying from Glen Polk autoplex,That being said I have a request to ask you and to listen to my story I have about this F350,

My Polk I'm asking for your help in this matter and would like your dealership to buy this truck back due to major repairs, I know this is a unusual request but I have tried all my avenues and don't know where else to turn for help since Ford Motor Company is not willing to help me with this issue on buying this truck back under the lemon Law. Mr. Polk here is my story since the first day which is march 30, 2010 when I purchased the truck left the dealership going home in Sanger went to turn the a/c on and nothing happens, will after an hr I called Gary and he told me to bring it back to the dealer which I did and after a few hrs it was the filter in the fire wall that had to be changed out, First Repair.72 miles.

On May 19,2010 Getting back from Vacation the truck was parked for a week when to start the truck I t was hard to start but when it did it sound like a jet plane, I thought it was the turbo had gone out after getting it to your service the hole in side had to be taken out that meant seats and carpet to find a electrical short some module that controls airbags and turbo, they RR carpet and seats , Down time 4 days, miles 7626. Second Repair.

July 7,2010 was driving thru Waxahachie Tx, Truck lost all power with white smoke coming out the tail pipe so I pulled over and was losing coolant truck did not show over heating nor did the check engine light come on, So on the side of highway of 287 had to wait another 4 hrs for a wrecker to show up towed to Lewisville Ford and the found that the cooler had to be replaced alone with the dpf filter. Down time 7 days, 24,123 miles, Third Repair.

May 2011 Just fueled up in Joplin, Mo got on the highway and lost all power, Had to be towed to Fletcher Ford In Joplin Mo after checking it out the High Pressure Fuel Pump is out that meant taking the cab off for repair. Down Time 7 Day, miles 55040. Fourth Repair.

Since this repair the truck got 5mpg this is not good and very expensive called Fletcher ford about the issue on fuel they told me that the fuel pump had to have time to break in like a new engine??

Well on July 1st of 2011 service engine light comes on lost all power runs rough and feels like the transmission is slipping, got it to Glen Polk Service and find out that it has a broke wire and sensor is not plug in , rear end is leaking and change gasket. Bad repair work, Down Time 4 days, miles 65,865, Fifth repair.

July 12,2011 in Sikeston Mo no warning not over heating it just lost all coolant , got it to Sikeston Motor company and they said that the engine cover needs to be replaced ok had to get a rent a car to get home which is 525 miles away and then have to drive back up there to pick it up. So Down Time is 9 days .Miles 70.000 Sixth Repair.

Mr. Polk I'm Pleading with you to help me get out of this truck I Remember back in March of 2010 Colt said that Glen Polk Had the best Customer Service in the State OF Texas I'm Hope and Praying this is True. I Still Owe $49,000 on this truck since back on the F250 that did not work for me so I had to roll that truck in to this note, Please Mr. Polk can you help me with getting out of this truck with the way it keeps breaking down when it gets out of warranty I will not be able to have it Fixed, I should not be have all of these issues with this Ford Truck,

I really Hope you will conceder helping me on this.

Sincerely.

[redacted]

Sanger, Texas [redacted]

i

TX
SO.

Premier Legal Center, A.P.C.

2550 5th avenue, 9th Floor
San Diego, California 92013
Toll Free: (877) 441-4441
Fax: (619) 235-3300

RECEIVED
AUG 16 2011

August 11, 2011

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

Re: [redacted] v. Ford Motor Company
2010 Ford F-350
VIN: 1FTWW3DR7AE[redacted] (the "Vehicle")

OGC LIT 2011AUG16 PM6:23

Ford Motor Company :

My firm has been retained to represent [redacted] with respect to a claim against you. Please direct all communications concerning this matter to me.

On March 30, 2010 my client purchased the above referenced Vehicle from Glen Polk Autoplex in Gainesville, Texas for approximately $44,700. The product did not conform to the warranties and representations made by Ford and its dealers and the applicable warranties have been breached.

The Vehicle has experienced major problems with power loss, excess smoke, coolant loss, low mileage, and other operational issues. The Vehicle been repaired at least 7 times plus routine services (over 35 days in the shop), and still has defects. The Vehicle's repair history is supported by the attached invoice detail reflecting significant engine and other operational repairs. In addition, please refer to my client's letter to Glen Polk Auotplex, which describes the repair history in detail.

The vehicle experience significant unresolved problems; three repairs in July 2011. The unresolved problems present significant operational problems and my client is reluctant to drive the vehicle. He has spent over $1,000 in out of pocket costs, just to get access to repair service. The problems remain unresolved.

A summary of the repair history follows:

Date	Days	Problem and Repair
5/4/11	7	power loss, check engine light, replace high pressure fuel pump
7/7/10	6	hard start, replace EGR sensor coolant loss, excess smoke, replace EGR cooler, DOC and DPF assemblies
7/12/11	7	coolant loss, replace front cover
7/21/11	2	power loss, no start, towed, replace fan clutch

It is my contention that Ford failed to tender the Vehicle free of defects and its failure to repair the defective Vehicle constitutes a breach of the written and implied warranties covering the Vehicle and is a violation of the MMWA to which Plaintiff is entitled to recover: (1) his damages under 15 U.S.C. §2310(d)(1) or (2) a full refund under 15, U.S.C. §2304(a)(4). My client has performed all things agreed and required of him under the purchase agreement and warranty, except as may have been excused or prevented by the conduct of Ford.

In addition to the protection federal law affords them, my client contends that Ford also violated the State Lemon Laws.

As a direct and proximate result of Ford's violation of it's obligations under federal and state law, my client has suffered the following damages:

A. Cost of repair;
B. Diminished value of the Vehicle;
C. Out of pocket expenses;
D. Loss of use and income; and
E. Attorney's Fees

Based on the foregoing, my client demands that Ford rescind the transaction by which my client purchased the Vehicle. Upon your agreement to cancel the transaction, my client will return the Vehicle to you in exchange for a full refund of the money paid for this Vehicle, less a reasonable charge for his use of the Vehicle. Alternatively, my client will accept a $30,000 cash settlement in full and final satisfaction of this claim.

My client has also incurred reasonable and necessary attorney's fees in the pursuit of this claim stated in this letter. The amount of fees and costs incurred as of the date of this letter is $4,000.00, paid in addition to any cash settlement or repurchase, for total of $34,000.00.

Under the contract of employment I have with our client, my firm has been assigned an interest in the claim against you.

OFFER OF SETTLEMENT

The purpose of this letter is to encourage you to resolve my client's claim in a fair and equitable manner without the need of further legal action. In the event you fail to take advantage of this offer of settlement, I will have no alternative but to recommend to my client that a lawsuit be filed against you under the Magnuson-Moss-Warranty Act and the DTPA. In this lawsuit, rather than seeking only the amount of compensation I am asking of you at this time, I will seek to recover the full measure of damages to which our client is legally entitled as well as our client's expenses and attorney's fees as allowed by law.

If you are interested in resolving this matter without the necessity of litigation, please contact me with sufficient time to resolve the dispute within thirty (30) days of your receipt of this letter. Thank you for your attention to this letter.

Very truly yours,

Steven L. Marchbanks

BBB AUTO LINE

September 7, 2011

[redacted]
SANGER TX [redacted]

Re: FRD1123987 Swilling vs Ford Motor Corporation 1FTWW3DR7AE[redacted]

Dear Mr [redacted]

As you have indicated that you do not wish to pursue your claim with the BBB AUTO LINE program at this time, your case has been closed.

If you decide to pursue your case in the future, we will need to determine your eligibility for BBB AUTO LINE on your vehicle's new age and mileage and the eligibility requirements at that time.

If you have any questions, please feel free to contact me at 800.955.5100.

Sincerely,

Brian Drouin at Extension 385

CC: Bob Gray

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

September 7, 2011

[redacted]
SANGER TX [redacted]

Re: FRD1123987 Swilling vs Ford Motor Corporation 1FTWW3DR7AE[redacted]

Dear Mr [redacted]

We have made two attempts to contact you by telephone to discuss your case. We need to hear from you before we can proceed. Please call the BBB as soon as possible at 800.955.5100.

The BBB AUTO LINE program operates in accordance with federal regulations that require us to complete each case within 40 days. Your help is necessary in order to move ahead. If we do not hear from you **within seven days** from the date on this letter, we will have to close your case.

If your case is closed, and you later decide to pursue your case through the BBB AUTO LINE program, a new case will be opened. If a new case is filed, we will make a new eligibility determination based on the manufacturer Program Summary guidelines in effect at that time.

We look forward to helping you in the resolution of your claim and await your call.

Sincerely,

Brian Drouin at Extension 385

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1123987
Customer Name: [redacted]
VIN: 1FTWW3DR7AE[redacted]

Start Date: 08/05/11
State: TX
Probable Hearing Location: Fort Worth

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To: Completed by: _____ Date: ___/___/___
BBB AUTO LINE Future contact: _____
Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

August 5, 2011

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1123987 [redacted] vs Ford Motor Corporation 1FTWW3DR7AE [redacted]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form* (*CCF*), and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Brian Drouin at Extension 385

DMV

VEHICLE REGISTRATION RENEWAL NOTICE

IF YOU NO LONGER OWN THIS VEHICLE PLEASE COMPLETE THE VTR 346 FORM AVAILABLE ON OUR WEB SITE AT: TxDMV.gov.

new online @ www.texas.gov. Check this site or contact
ur local County Tax Office for a list of participating counties.

VEHICLE INFORMATION

.ICENSE PLATE NUMBER	[redacted]
/EHICLE IDENT. NO.	1FTWW3DR7AE[redacted]
/EAR/MAKE/BODY STYLE	2010/FORD/PK
CURRENT EXP. MON YR	MAR 2011
OTAL FEE DUE (in person).....	$ 98.09
= MAILED.....	99.09

Send bottom part of form, proof of insurance, and correct fee to your county tax office in the enclosed envelope. Make check or money order payable to your local tax assessor-collector. Allow 15 days for processing by mail. Driver's license number required on checks.

FOR QUESTIONS CALL YOUR LOCAL TAX ASSESSOR-COLLECTOR: 940-349-3510

YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUND TRANSFER.

STOMER COPY

▲KEEP TOP SECTION FOR YOUR RECORDS▲

▼MAIL SECTION BELOW FOR CONVENIENT PROCESSING▼

AFTER RENEWED, THIS REGISTRATION WILL EXPIRE THE LAST DAY OF: MAR 2012

VEHICLE INFORMATION

EH. CLASS.	TRK<=1
EH. IDENT. NO.	1FTWW3DR7AE[redacted]
R/MAKE/BODY STYLE	2010/FORD/PK
UEL TYPE	DIESEL
MPTY WEIGHT	7800
ARRYING CAPACITY	2000
ROSS WEIGHT/TONNAGE	9800/1.00
NIT NO.	
OTAL FEE	$ 98.09
F MAILED	99.09

VEHICLE OWNER NAME(S) & ADDRESS:

[redacted]
SANGER, TX [redacted]

LICENSE NO. [redacted]
TRUCK PLT

ISSUE THE 2012 WINDSHIELD STICKER

SEND THIS PART OF FORM, PROOF OF INSURANCE, & CORRECT FEE TO:

ENEWAL RECIPIENT NAME AND ADDRESS:

[redacted]
SANGER, TX [redacted]

STEVE MOSSMAN
DENTON CNTY TAX ASSESSOR-COL
1505 E MCKINNEY
PO BOX 90204
DENTON, TX 76202-5204

TEXAS REGISTRATION RECEIPT
AFTER VALIDATION,
THIS RECEIPT MUST BE CARRIED IN ALL COMMERCIAL VEHICLES.

TxDMV VEHICLE TITLES AND REGISTRATION DIVISION

MARK "X" FOR ADDRESS CHANGE

A 01 ◄ NUMBER IN BOX DENOTES PLATE AGE

[redacted]

1FTWW3DR7AE[redacted]

[redacted]

LICENSE NO.	[redacted]
PLT TRUCK PLT	
REGIS. EXP. MON YR	MAR 2012
VEH/REG CL	TRK<=1/TRUCK-LESS/EQL. 1 TON
PLATE TYPE/STICKER TYPE	TKP/WS
YEAR/MAKE/BODY STYLE	2010/FORD/PK
VEHICLE IDENT. NO.	1FTWW3DR7AE[redacted]
FUEL TYPE	DIESEL
EMPTY WT./CARRYING CAP.	7800/2000
GROSS WEIGHT/TONNAGE	9800/1.00
REGISTRATION FEE	$ 86.59
LOCAL FEE	11.50
TOTAL-FEE	$ 98.09
IF MAILED	99.09

★★★UPDATE ADDRESSES HERE★★★

OWNERS ADDRESS:

RENEWAL RECIPIENT ADDRESS:

VEHICLE OWNER:

[redacted]

ATE PRINTED: 10/15/2010PM VER: 08 5 040175

EA11-003 000853LC

CHRYSLER-DODGE-JEEP
4330 North I-35
Gainesville, Texas 76240
940-665-3461

36509

GLENN POLK AutoPlex

CHRYSLER Jeep

AR 3/29/10

FORD-MERCURY
4320 North I-35
Gainesville, Texas 76240
940-668-8770

PURCHASER [redacted] SALESMAN GARY E OSBORN DATE 03/26/10

ADDRESS [redacted] CITY SANGER STATE TX ZIP CODE [redacted]

HOME PHONE [redacted] BUSINESS PHONE [redacted]

DESCRIPTION OF SALE UNIT

STOCK NO.	N/U	YEAR	MAKE	MODEL
100219	NEW	2010	FORD TRUCK	F350 CC LARIAT4X4

BODY STYLE	COLOR	MILEAGE
4DR	RED CLEARCOAT	21

VEHICLE IDENTIFICATION NO. 1FTWW3DR7AE[redacted] LICENSE NO.

USED CAR TRADE-IN

TRADE-IN NO. ONE: YEAR 2010 | MAKE & BODY STYLE FORD TRUCK F250 CC LARIAT | MILEAGE 21874 | COLOR BLACK
VEHICLE IDENTIFICATION NO. 1FT[redacted] LICENSE NO. [redacted]

TRADE-IN NO. TWO: YEAR | MAKE & BODY STYLE | MILEAGE N/A | COLOR
VEHICLE IDENTIFICATION NO. | LICENSE NO.

PAY OFF: BALANCE OWED TO SUNTRUST BANK | ACCOUNT NO.
ADDRESS
AMOUNT QUOTED 54503.66 | GOOD UNTIL 04/05/2010 | ☐ CHECK | DATE 03/26/10
QUOTED BY | TO | PHONE | CK NO.
INST. GIVEN TO | BY | ☐ DRAFT | DATE 03/26/10

LIENHOLDER AND DRAFTING:
NAME FORD MOTOR CREDIT CO. ☐ LIEN ONLY ☐ DRAFT ONLY ☐ LIEN AND DRAFT
ADDRESS P.O. BOX 105704
ATTN: | AMOUNT | PHONE
THRU
ADDRESS P.O. BOX 105704 ATLANTA GA 30348-5704

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

NOTICE TO USED CAR PURCHASER

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle: (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied; and (2) [redacted] a written Certificate of Title prepared by the State [redacted] ation from its official records, all of the information in [redacted] ion of Sale Unit in this order.

SELLER'S SIGNATURE [redacted] PURCHASER'S SIGNATURE [redacted]
DATE 03/26/10 2ND PURCHASER'S SIGNATURE [redacted]

PRICE OF UNIT	$	50150.00
LESS REBATE		6000.00
		N/A
		N/A
		N/A
		N/A
SUB-TOTAL	$	44150.00
LESS TRADE-IN ALLOWANCE	$	40000.00
SUB-TOTAL	$	4150.00
STATE TAX	$	259.38
V.I.T.	$	93.16
LICENSE / TRANSFER	$	100.59
INSPECTION $ 23.75 TITLE $ 28.00	$	51.75
DOCUMENTARY FEE	$	50.00
SUB-TOTAL	$	4704.88
ADD. BALANCE OWED ON TRADE-IN	$	54503.66
LESS CASH WITH ORDER	$	1500.00
UNPAID BALANCE	$	57708.54
GAP	$	1505.82
ADDITIONAL PROTECTION	$	N/A
EXTENDED SERVICE AGREEMENT	$	N/A
	$	N/A
BALANCE DUE PLUS CLEAR TITLE IF APPLICABLE	$	59214.36

DEALER'S INVENTORY TAX

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

EA11-003 000854LC

SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

BUYER [redacted]	SELLER/CREDITOR GLENN POLK FORD MERCURY
ADDRESS	ADDRESS 4320 NORTH I-35
CITY SANGER STATE TX ZIP [redacted]	CITY GAINESVILLE STATE TX ZIP 76240
PHONE [redacted]	PHONE (940)668-8770

CO-BUYER [redacted]	
ADDRESS	
CITY SANGER STATE TX ZIP [redacted]	
PHONE [redacted]	

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

VEHICLE IDENTIFICATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		USE FOR WHICH PURCHASED
2010	FORD TRUCK	F350 CC LA	1FTWW3DR7AE[redacted]	☒ NEW ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ USED	☒ PERSONAL, FAMILY, OR HOUSEHOLD ☐ BUSINESS OR COMMERCIAL ☐ AGRICULTURAL

Trade-in: Make FORD TRUCK Model F250 CC LARIAT4X4
Year 2010 VIN 1FTSW2BR4AE[redacted] License No. [redacted]

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00
5.49 %	$ 10582.44	$ 59214.36	$ 69796.80	$ 69796.80

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 969.40	Monthly beginning 05/10/2010
		Or as follows

Late Charge: If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.

Prepayment. If you pay all that you owe early, you will not have to pay a penalty.

Security Interest. We will have a security interest in the vehicle being purchased.

Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes, _____)
SALES TAX $ 259.38 N/A $ N/A
N/A $ N/A and N/A $ N/A $ 50409.38 (1)

2 Total Downpayment = (If negative, enter "0" and see Line 4A below)

Gross Trade-In	$ 40000.00
– Pay Off Made By Seller	$ 54503.66
= Net Trade In	$ -14503.66
+ Cash	$ 1500.00
+ Mfrs. Rebate	$ 6000.00
+ Other (describe) N/A	$ N/A
Total Downpayment	$ 0.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 50409.38 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts.)
DISTRICT BANK 7003.66

PROPERTY INSURANCE. You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

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

Optional Credit Life and Credit Disability Insurance

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

☐ Credit Life, one buyer	$ N/A	Term N/A
☐ Credit Life, both buyers	$ N/A	Term N/A
☐ Credit Disability, one buyer	$ N/A	Term N/A
☐ Credit Disability, both buyers	$ N/A	Term N/A

N/A
(Insurance Company)
N/A
(Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

X

A Net trade-in payoff to SUNTRUST BANK $ 7003.66

B Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life $ N/A

Disability $ N/A $ N/A

C Other Optional Insurance Paid to Insurance Company or Companies $ 1505.82

D Official Fees Paid to Government Agencies

1) to N/A for N/A $ N/A

2) to STATE OF TX for RD & BRIDGE FEE $ 10.00

3) to N/A for N/A $ N/A

E Dealer's Inventory Tax (If Not Included in Cash Price) $ 93.16

F Sales Tax (If Not Included in Cash Price) $ N/A

G Other Taxes (If Not Included in Cash Price) $ N/A

H Government License and/or Registration Fees

LIC=$85.59 /ETAG=$5.00 $ 90.59

I Government Certificate of Title Fees $ 28.00

J Government Vehicle Inspection Fees $ 23.75

K Deputy Service Fee Paid to Dealer $ N/A

L Documentary Fee (Cargo Documental) $ 50.00

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EL RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

M Other Charges (Seller must identify who is paid and describe purpose.)

to State for Plate Transfer Fee $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf $ 8804.98 (4)

5 Amount Financed (3 + 4) $ 59214.36 (5)

X [redacted] Date 03/26/10
Buyer's signature

X [redacted] Date 03/26/10
Co-Buyer's signature

Optional Insurance Coverages

The optional insurance described below is not required to obtain credit. It will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these optional insurance coverages will not be a factor in the credit approval process.

Coverage	Term in Months	Premium
GAP*	72	$ 1505.82
N/A	N/A	$ N/A
N/A	N/A	$ N/A

*If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner.

AMERICAN NATL GAP INS
(Insurance Company)

N/A
(Home Office Address)

You want the optional coverages for which premiums are included above.

X [redacted] Date 03/26/10
Buyer's signature

X [redacted] Date 03/26/10
Co-Buyer's signature

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

CONSUMER CREDIT COMMISSIONER NOTICE

To contact FORD MOTOR CREDIT CO. about this account, call _____. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; www.occc.state.tx.us, and can be contacted relative to any inquiries or complaints.

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.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer X [redacted]

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

Buyer Signs X [redacted] Date 03/26/10 Co-Buyer Signs [redacted] Date 03/26/10

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Date _____ Address _____

Seller signs GLENN POLK FORD MERCURY Date 03/26/10 By X _____ Title FIN DIR

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to FORD MOTOR CREDIT CO. (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller GLENN POLK FORD MERCURY By _____ Title FIN DIR

LAW FORM NO. 553-TX-ARB 9/09 U.S. PATENT NO. D464,782
©2009 The Reynolds and Reynolds Company TO ORDER: www.rsource.com; 1-800-344-0008; fax 1-800-531-9056
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

DEALER COPY

AMERICAN NATIONAL PROPERTY & CASUALTY COMPANY
Credit Insurance Division, P.O. Box 9007
League City, Texas 77574-9007
1-800-899-6502

GAP 1259160
Policy Number

GAP INSURANCE POLICY APPLICATION

Dealer Name and Address

Dealer Name:	Dealer Code:
GLENN POLK FORD MERCURY	22042
Address: 4320 NORTH I-35	
City: GAINESVILLE State: TX Zip: 76240	Phone: (940)668-8770

Premium $	1505.82
MSRP, If Purchased/Leased New $	N/A
Average Retail, If Used Vehicle $	N/A
Original Loan/Lease Amount $	59214.36

Customer (Borrower/Lessee)

[redacted]
SANGER TX [redacted]
Phone: [redacted]

VEHICLE

Make: FORD TRUCK
Model: F350 CC LART Year: 2010
Vehicle Identification Number (VIN): 1FTWW30R7AE[redacted]

Loan/Lease Information

Lender/Lessor:
FORD MOTOR CREDIT CO.
Address:
P.O. BOX 105704
City: ATLANTA State: GA Zip: 30348-5704 Phone:

Type of Financing

☐ Loan ☐ Lease ☐ Loan with Balloon Pmt.
Loan/Lease Term (Months): 72
Loan/Lease Policy Effective Date (Month/Day/Year): 03/26/2010 12:01 A.M. Standard Time

Administrator

Name: American National Insurance Company
Address: Credit Insurance Division, P.O. Box 9007
City: League City, State: Texas Zip: 77574-9007 Phone: 800-899-6502

Policy Term Limits

Minimum Term:
Installment Loans – 24 months
Leases – 24 months
Balloon Loan – 24 months

Maximum Term:
Installment Loans – 84 months
Leases – 84 months
Balloon Loan – 84 months

Policy Coverage Limits

Maximum Limit of Liability: $25,000.00

Loan/Lease Limit: 150% of MSRP

GAP CANCELLATION RECEIPT

I request cancellation of this coverage and accept receipt of the unearned portion of my premium effective at 12:01 AM at my address on the date shown below. I understand that: 1. in the event my debt is not paid off, my signature is required below to cancel coverage; 2. the creditor may have the option of applying the refund due to reduce my debt; 3. after cancellation, I must still make all the scheduled debt payments; and 4. my debt will not be covered by GAP coverage after the date of cancellation.

Date of Cancellation _____

GAP Premium Refund _____

Borrower/Lessee Signature: [redacted] Date: 03/26/2010

GAPA-01-GEN CREDITOR'S CANCELLATION COPY Revised 11/03

Standard Claims List For Model Year 2010

Detailed Vehicle Specification

Table

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SUFF	CCC	CD	DIST (Miles)
1FTWW3DR7AF[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	1	7H10	120303	F6RZ	19E561	AA	C02	28	72
AWS Claim Key:	268496	Trx Code:	I	Labor Hrs:	1.2																
Dlr Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD		Ph:	940-6688770	St:TX	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:30-MAR-2010		Doc #:30445401					
Cust Comments:	CUSTOMER STATES THAT A C IS NOT BLOWING COLD AIR AND AIR SOUNDS TRAPPED IN DASH																				
Tech Comments:	INSPECTED FOUND AC COMPRESSOR SHORT CYCLING DISCHARGE AIR TE MP 65 DEGREE F.RECOVERED AC .77 KG REFR.RECOVERED SYSTEM CHA RGE OK,EVAC NO LEAKS DETECTED.RECHARGE SYSTEM STILL SHORT CY CLING SWITCH OPENING AT 35 PSI.REPLACED CYCLING SWITCH RETES TED CYCLES OFF AT 43 DEGREES.																				
1FTWW3DR7AF[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	1	6Y05	000001	*	MAINT *		A99	82	5708
AWS Claim Key:	345190	Trx Code:	0968S	Labor Hrs:	1.2																
Dlr Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD		Ph:	940-6688770	St:TX	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:20-APR-2010		Doc #:30492501					
Cust Comments:	COMPLETE DIESEL OIL AND FILTER CHANGE. CHECK ALL FLUIDS, BELTS AND HOSES. CHECK TIRE PRESSURE, TIRE WEAR AND AIR FILTER.																				
Tech Comments:	COMPLETED DIESEL OIL AND FILTER CHANGE																				
1FTWW3DR7AF[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	2	6R09	012005	AC3Z	14B321	A	E29	28	7626
AWS Claim Key:	351465	Trx Code:	I	Labor Hrs:	5																
Dlr Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD		Ph:	940-6688770	St:TX	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:19-MAY-2010		Doc #:30561301					
Cust Comments:	CUSTOMER STATES TRUCK HAS NO POWER, ALL LIGHTS ON DASH ARE ON, AND IT IS HARD TO START. HE HAS TO TURN KEY A FEW TIMES INSPECT VERIFY MIL ON,WRENCH LITE ON,AIR BAG LITE ON.EEC TES T CODES																				
Tech Comments:	HS CAN NETWORK.RECONNECTED ABOVE MODULES DISCONNECT C237 ABL E TO COMMUNICATE WITH PCM,TCM,ABS TURBO ACTUATER.RECONNECT C 237 RETEST NO COMMUNICATION WITH RCM ONLY.RR FRONT SEATS AND CARPET INSPT.C310B NPF.INSPT.VDB05 WH AND VDB04 WH BU FROM C 237 TO C212 NPF.CONTACT HOTLINE SUSPECT RCM.REPL.RCM RETST P ASS REINSTALL CARPET AND FRONT SEATS.																				
1FTWW3DR7AF[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	2	6Y20	000000	*	TAP3 *		A99	82	7626
AWS Claim Key:	604118	Trx Code:	TAP3	Labor Hrs:	0																
Dlr Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD		Ph:	940-6688770	St:TX	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:19-MAY-2010		Doc #:30561303					
Cust Comments:	CUSTOMER NEEDED A LOANER.																				
Tech Comments:	CUSTOMER HAD VEHICLE IN OUR SHOP FOR WARRANTY REPAIRS AND NEEDED A LOANER.																				
1FTWW3DR7AF[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	3	6Y05	000001	*	MAINT *		A99	82	14782
AWS Claim Key:	593644	Trx Code:	0968S	Labor Hrs:	1.6																
Dlr Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD		Ph:	940-6688770	St:TX	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:11-JUN-2010		Doc #:30621301					
Cust Comments:	COMPLETE DIESEL OIL AND FILTER CHANGE. CHECK ALL FLUIDS, BELTS AND HOSES. CHECK TIRE PRESSURE, TIRE WEAR AND AIR FILTER.																				
Tech Comments:	COMPLETED DIESEL OIL AND FILTER CHANGE																				
1FTWW3DR7AF[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	4	1H03	030804	8C3Z	9F464	E	L87	42	24123
AWS Claim Key:	883078	Trx Code:	S07	Labor Hrs:	7.1																
Dlr Cd-Sub Cd:	07967 - *	Name:	FORD COUNTRY OF LEWISVILLE		Ph:	972-2212900	St:TX	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:07-JUL-2010		Doc #:690875B					
Cust Comments:	CUSTOMER STATES ENGINE IS USING COOLANT AND BLOWING WHITE SMOKE OUT OF TAIOL PIPE																				

									2009	2010										
AWS Claim Key:	2616091	Trx Code:	RAV	Labor Hrs:	0.6															
Dir Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD	Ph:	940-6688770	St:TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:01-JUL-2011	Doc #:00728503								
Cust Comments:	CHECK FOR LEAK IN REAR END																			
Tech Comments:	CHECK AND FOUND OIL LEAK AT THE TOP OF THE RE AR DIFF.COVER.REMOVED COVER AND RESEALED NO O THER LEAKS FOUND.																			
1FTWW3DR7AE[redacted]	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-DEC-2009	26-MAR-2010	152510	USA	16	6Y20	000000	*	TAP3	*	A99	82	65865
AWS Claim Key:	2608899	Trx Code:	TAP3	Labor Hrs:	0															
Dir Cd-Sub Cd:	00779 - *	Name:	GLENN POLK FORD	Ph:	940-6688770	St:TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:01-JUL-2011	Doc #:00728504								
Cust Comments:	RENTAL ESP																			
Tech Comments:	CUSTOMER NEEDED A LOANER WHILE VEHICLE WAS IN OUR SHOP FOR PAYMENT.																			

Tech Comments:	LEAKS EXTERNAL FOUND GAGE LEAKING DOWN TIME TO RR BOTH EGR COOLER TO INSTALL TEST PLATES TO TEST FOUND AFTER LONG TESTTING FOUND HORIZANTAL COOLER LEAKING REPLACE COOLER AND ALL GASKETS SEALS FOR REPAIRE I TIME USE REPLACE COOLER O RINGS COLLAPSED REFILL COOLANT RE TEST NOT LEAKING DOWN REPLACE BOTH DOC AND DPF ASY DO TO COOLANT IN EXHAUST CONTAMINATED REPLACE GASKET FOR DOC

1FTWW3DR7AF[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC-2009 26-MAR-2010 152510 USA 4 2G02 031403 8C3Z 12B591 D D42 42 24123

AWS Claim Key:	852748	**Trx Code:**	S07	**Labor Hrs:**	1.4								
Dlr Cd-Sub Cd:	07967 - *	**Name:**	FORD COUNTRY OF LEWISVILLE	**Ph:**	972-2212900	**St:**	TX	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	07-JUL-2010	**Doc #:**	690875A
Cust Comments:	CUSTOMER STATES ENGINE LOST ALL POWER WHILE DRIVING, STARTED SMOKING OUT OF TAILPIPE,ENGINE LIGHT CAME ON, ENGINE STALLED OUT & WOULD NOT RESTART, TURN KEY AND NOTHING HAPPENS TOWED I												
Tech Comments:	TIME TO RUN PINPOINT TEST READING MINES 40 TIME TO REPLACE EGT SENSOR OUT OF RANG CLEARD CODES ROAD TEST VERIFY REPAIRE FOUND 3 EGT SENSOR OUT OF RANG												

1FTWW3DR7AF[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC-2009 26-MAR-2010 152510 USA 4 6Y20 000000 * TAPI * A99 82 24123

AWS Claim Key:	836680	**Trx Code:**	TAPI	**Labor Hrs:**	0								
Dlr Cd-Sub Cd:	07967 - *	**Name:**	FORD COUNTRY OF LEWISVILLE	**Ph:**	972-2212900	**St:**	TX	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	07-JUL-2010	**Doc #:**	690875C
Cust Comments:	SUBMITTING FOR TAP LOANER												
Tech Comments:	TAP RENTAL												

1FTWW3DR7AE[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC-2009 26-MAR-2010 152510 USA 5 6Y05 000001 * MAINT * A99 82 30913

AWS Claim Key:	852749	**Trx Code:**	0968S	**Labor Hrs:**	2.4								
Dlr Cd-Sub Cd:	07967 - *	**Name:**	FORD COUNTRY OF LEWISVILLE	**Ph:**	972-2212900	**St:**	TX	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	24-JUL-2010	**Doc #:**	692129A
Cust Comments:	CUSTOMER STATES: 30000 MILES (48000 KMS) NORMAL SCHEDULED MAINTENANCE OIL AND FILTER CHANGE INSPECT AN FILTER AND REPLACE IF NEEDED PERFORM MULTI POINT INSPECTION												
Tech Comments:	CHANGED DIESEL OIL AND OIL FILTER REPLACED AIR FILTER AND PREFORMED MULTIPOINT INSPECTION												

1FTWW3DR7AE[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC-2009 26-MAR-2010 152510 USA 14 6Y20 000000 * TAPI * A99 82 55040

AWS Claim Key:	2343708	**Trx Code:**	TAPI	**Labor Hrs:**	0								
Dlr Cd-Sub Cd:	05759 - *	**Name:**	FRANK FLETCHER FORD LINCOLN	**Ph:**	417-6235660	**St:**	MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	04-MAY-2011	**Doc #:**	105488B
Cust Comments:	C/S NEEDS RENTAL CAR WHILE CAR IS IN THE SHOP												
Tech Comments:	RENTAL VEHICLE FOR CUSTOMER FOR 5 DAYS												

4

1FTWW3DR7AF[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC-2009 26-MAR-2010 152510 USA 14 2E03 030008 8C3Z 9A543 B D42 42 55040

AWS Claim Key:	2329851	**Trx Code:**	B72	**Labor Hrs:**	9.1								
Dlr Cd-Sub Cd:	05759 - *	**Name:**	FRANK FLETCHER FORD LINCOLN	**Ph:**	417-6235660	**St:**	MO	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	04-MAY-2011	**Doc #:**	105488A
Cust Comments:	C/S AFTER FILLING UP LOSS OF POWER GOT WORSE!												
Tech Comments:	DIAG LIGHT ON IDLES OKAY KOEO PASS KOER PASS P0088FUEL CAP/SYSTEM TOO HIGH PENDING P0088 VISUAL INSP OKAY CHECKED OASIS FOUND TSB 11 4 22 REPLACE HIGH PRES FUEL PUMP CLEAR ALL DTCS RESET FUEL ADAPTIVE TABLES ROAD TEST DROVE OUT GOOD LOEO KOER PASS NO FURTHER FAULTS DETECTED RE ROAD TEST AND NO FURTHER FAULTS FOUND DROVE OUT GREAT												

1FTWW3DR7AE[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC-2009 26-MAR-2010 152510 USA 16 2D02 030805 5C3Z 12224 A D42 42 65865

AWS Claim Key:	2601488	**Trx Code:**	B72	**Labor Hrs:**	1.3								
Dlr Cd-Sub Cd:	00779 - *	**Name:**	GLENN POLK FORD	**Ph:**	940-6688770	**St:**	TX	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**	01-JUL-2011	**Doc #:**	00728502
Cust Comments:	CUSTOMER STATES WRENCH LIGHT IS ON, RUNS ROUGH, NOPOWER, TRANS IS SLIPPING												
Tech Comments:	PERFORMED KOEO KOER SELF TEST RETRIEVED P0098 P0472 PPT G FOR P0098 G1 YES,G5 DURING PPT F OUND THATTHE VT/OY CIRCUIT VE740 WIRE AT CON NECTOR C129 W AS PULLED OUT BROKEN.REPAIRED WI RE RETEST P0098 GONE.PERFORMED PPT X FOR P047 2.X1 YES,X2 YES,X3 YES,REDUPLICATE CONCERN BY WIGGLING HARNESS AT THE SENSOR.REPLACED THE E BP CONNECTOR RETEST P0472 DOES NOT RETURN.ALL EEC SYSTEM PASS.												

5

1FTWW3DR7AE[redacted] T/F7 F T/BC T/CD T/E A1 T/BE T/QL 01-DEC- 26-MAR- 152510 USA 16 5A10 050201 * 4035 * L88 63 65865

110804

690875

INVOICE

FORD COUNTRY OF LEWISVILLE
1144 N. Stemmons Freeway
Lewisville, TX 75067
(972) 221-2900

[redacted]
SANGER, TX
HOME: [redacted] BUS:
CELL:

PAGE 1

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

CO	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED	10 FORD F350 PICKUP	1FTWW3DR7AE[redacted]		24123/24154	T5492

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26MAR10 IS	01DEC09		17:00 12JUL10		105.00	CASH	12JUL10

R.O. OPENED	READY
07:50 07JUL10	15:59 12JUL10

OPTIONS: ENG:6.4L TRN:TORQSHIFT AXL:3L

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUSTOMER STATES ENGINE LOST ALL POWER WHILE DRIVING, STARTED SMOKING OUT OF TAILPIPE,ENGINE LIGHT CAME ON, ENGINE STALLED OUT & WOULD NOT RESTART, TURN KEY AND NOTHING HAPPENS---TOWED IN---ADVISE						
	CAUSE: TIME TO RUN PINPOINT TEST READING MINES 40 TIME TO REPLACE EGT SENSOR OUT OF RANG CLEARD CODES ROAD TEST VERIFY REPAIRE FOUND 3 EGT SENSOR						
	6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL ENGINE - DIAGNOSIS - L						
		4339	WF	0.40			(N/C)
	6005F1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L						
		4339	WF	0.10			(N/C)
	6005F2 KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL SELF-TEST - TEST - L						
		4339	WF	0.10			(N/C)
	6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST - L						
		4339	WF	0.10			(N/C)
	6005F45 DIESEL ENGINE PERFORMANCE - DIAGNOSTIC PIN POINT TEST - L						
		4339	WF	0.30			(N/C)
	6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST						
		4339	WF	0.10			(N/C)
	12650D68B SENSOR - EXHAUST GAS TEMPERATURE - DIESEL PARTICULATE FILTER (DPF) - REPLACE (12B591) - L						
		4339	WF	0.30			(N/C)
	1 8C3Z*12B591*D SENSOR - EXHAUST GAS - TEMPERA						(N/C)
	FC: D42 42						
	PART#: 8C3Z*12B591*D						
	COUNT:						
	CLAIM TYPE:						
	AUTH CODE:						

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE FOR COMPLETE WARRANTY INFORMATION.

NOTICE OF WORKER'S LIEN
PURSUANT TO TEXAS PROPERTY CODE s. 70.001

The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid.

SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed $_____, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAP ©2008 ADP (07/07) SERVICE INVOICE TYPE 2

CUSTOMER COPY

110804 690875 *INVOICE*

FORD COUNTRY OF LEWISVILLE
1144 N. Stemmons Freeway
Lewisville, TX 75067
(972) 221-2900

[redacted]
SANGER, TX
HOME [redacted] US:
CELL

PAGE 2

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		24123/24154	T5492

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	TAXES	PAYMENT	INV. DATE
26MAR10 IS	01DEC09		17:00 12JUL10		105.00	CASH	12JUL10

R.O. OPENED	READY	OPTIONS:
07:50 07JUL10	15:59 12JUL10	ENG:6.4L TRN:TORQSHIFT AXL:3L

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

2199

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

24154 12B591 TIME TO VERIFY COMPLANT TIME TO RUN NO START HARD START
DIAG CK PIDS FOUND CODES P242C TIME TO RUN PINPOINT TEST READING MINES
40 TIME TO REPLACE EGT SENSOR OUT OF RANG CLEARD CODES ROAD TEST VERIFY
REPAIRE FOUND 3 EGT SENSOR OUT OF RANG
****
B** CUSTOMER STATES ENGINE IS USING COOLANT AND BLOWING WHITE SMOKE OUT OF TAIOL PIPE
CAUSE: LEAKS EXTERNAL FOUND GAGE LEAKING DOWN TIME TO RR BOTH EGR COOLER TO INSTALL TEST PLATES TO TEST FOUND AFTER LONG TESTTING FOUND HORIZANTA
8005D COOLING SYSTEM PRESSURE TEST - DIAGNOSIS (8005) - L
4339 WF 0.40
3 VC*7*B ANTI-FREEZE (N/C)
1 8C3Z*9F464*E COOLER - EGR (N/C)
1 8C3Z*6N640*B GASKET (N/C)
1 8C3Z*8507*B GASKET - WATER PUMP (N/C)
1 8C3Z*9E933*B GASKET - EGR COOLER (N/C)
1 8C3Z*9E933*A GASKET (N/C)
2 *W300050* NUT - HEX. - FLANGED (N/C)
2 *W302633* STUD (N/C)
1 8C3Z*8287*K CLAMP - HOSE (N/C)
1 BC3Z*8590*PA SEAL (N/C)
1 8C3Z*8590*B SEAL (N/C)
1 9C3Z*5H221*B FILTER ASY - DIESEL PARTICLE (N/C)
1 7C3Z*5H247*B KIT - EXHAUST SYSTEM MOUNTINGS (N/C)
1 9C3Z*5H267*B CATALYST ASY (N/C)
9456AH EGR COOLER ASSEMBLY - REMOVE AND INSTALL OR REPLACE (9F464/9P456) - L
4339 WF 5.70
5221A FILTER - DIESEL PARTICULATE - REPLACE (N/C)

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE FOR COMPLETE WARRANTY INFORMATION.

NOTICE OF WORKER'S LIEN
PURSUANT TO TEXAS PROPERTY CODE s. 70.001
The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed $_____, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DealerCAR ©2006 ADP (07/07) SERVICE INVOICE TYPE 2

CUSTOMER COPY

110804 690875 *INVOICE*

FORD COUNTRY OF LEWISVILLE
1144 N. Stemmons Freeway
Lewisville, TX 76067
(972) 221-2900

[redacted]
SANGER, TX [redacted]
[redacted]S:

PAGE 3

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		24123/24154	T5492

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	[redacted]	PAYMENT	INV. DATE
26MAR10 IS	01DEC09		17:00 12JUL10		105.00	CASH	12JUL10

R.O. OPENED	READY	OPTIONS: ENG:6.4L TRN:TORQSHIFT AXL:3L
07:50 07JUL10	15:59 12JUL10	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	(5H221/5H270) - L						
		4339	WF	1.00			
	5241A GASKETS - EXHAUST SYSTEM - REPLACE						(N/C)
	(5B266/5C226/5C250/5E241/5H247/9450) - L						
		4339	WF	0.80			(N/C)

FC: L87 42
PART#: 8C3Z*9F464*E
COUNT:
CLAIM TYPE:
AUTH CODE:
2199

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

24154 9F464 TIME TO VERIFY COMPLANT TIME TO PRESSURE TEST COOLING SYSTEM 18 PSI CK FOR LEAKS FOUND NO LEAKS EXTERNAL FOUND GAGE LEAKING DOWN TIME TO RR BOTH EGR COOLER TO INSTALL TEST PLATES TO TEST FOUND AFTER LONG TESTTING FOUND HORIZANTAL COOLER LEAKING REPLACE COOLER AND ALL GASKETS SEALS FOR REPAIRE I TIME USE REPLACE COOLER O RINGS COLLAPSED REFILL COOLANT RE TEST NOT LEAKING DOWN REPLACE BOTH DOC AND DPF ASY DO TO COOLANT IN EXHAUST CONTAMINATED REPLACE GASKET FOR DOC CLEARD CODES RE SET DPF ROAD TESTFOUND NO LEAKS ALL OK AT THIS TIME
****
C** SUBMITTING FOR TAP LOANER
CAUSE: TAP RENTAL

	TAP SUBMITTING FOR TAP LOANER						
		9999	WF	0.00			(N/C)

FC: A99 82
PART#: TAP1
COUNT:
CLAIM TYPE:
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE FOR COMPLETE WARRANTY INFORMATION.

NOTICE OF WORKER'S LIEN
PURSUANT TO TEXAS PROPERTY CODE s. 70.001
The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed $_____, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DealerCAR ©2008 ADP (07/07) SERVICE INVOICE TYPE 2

CUSTOMER COPY

110804 690875

INVOICE

FORD COUNTRY OF LEWISVILLE
1144 N. Stemmons Freeway
Lewisville, TX 75067
(972) 221-2900

[redacted]
SANGER, TX
HOME: [redacted] BUS:
CELL:

PAGE 4

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		24123/24154	T5492

DEL. DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26MAR10	01DEC09		17:00 12JUL10		105.00	CASH	12JUL10

R.O. OPENED	READY	OPTIONS: ENG:6.4L TRN:TORQSHIFT AXL:3L
07:50 07JUL10	15:59 12JUL10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
D DIESEL FUEL FILTERS 6.0+6.4+6.7L--$139.95			
DFF6 DIESEL FUEL FILTERS 6.0+6.4+6.7L--$139.95			
4339 CQ 1.30		93.45	93.45
1 8C3Z*9N184*C ELEMENT	71.65	46.50	46.50
PARTS: 46.50 LABOR: 93.45 OTHER: 0.00		TOTAL LINE D:	139.95
24154 1.3 FUEL FILTERS			
**********			
E** ATW REPORT CARD			
99P ATW REPORT CARD			
4339 CP 0.00		0.00	0.00
GBK BRAKE CONDITION CHECKED AND OK			
4339 CP 0.00		0.00	0.00
GTIRE TIRE CONDITIONS CHECKED AND OK			
4339 CP 0.00		0.00	0.00
GBATT CHECKED BATTERY CONDITION AND OK			
4339 CP 0.00		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00		TOTAL LINE E:	0.00
24154 NC ALL GREEN			
**********			
CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER			9.35
NO COMMENTS 7/12/10 3:57			
**********			
* WE ARE "BLUE OVAL CERTIFIED" *			
*			
COOLING SYSTEM FLUSH-----$99.95			
* ASK ABOUT "TIRE SPECIALS" GOING ON NOW *			
* NOW OPEN ALL DAY SATURDAY 8:00A TO 5:00P *			
**********			

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE FOR COMPLETE WARRANTY INFORMATION.

NOTICE OF WORKER'S LIEN
PURSUANT TO TEXAS PROPERTY CODE s. 70.001

The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed $_____, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	93.45
PARTS AMOUNT	46.50
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	9.35
TOTAL CHARGES	149.30
LESS INSURANCE	0.00
SALES TAX	4.47
PLEASE PAY THIS AMOUNT	153.77

DealerCAR ©2006 ADP (07/07) SERVICE INVOICE TYPE 2 - SI2C - TEXAS - 9698013

CUSTOMER COPY

110804 692129

INVOICE

FORD COUNTRY OF LEWISVILLE
1144 N. Stemmons Freeway
Lewisville, TX 75067
(972) 221-2900

PAGE 1

[redacted]
SANGER, TX [redacted]
HOME [redacted]:
CELL

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		30913/30913	T9987

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26MAR10 IS	01DEC09		WAIT 24JUL10		105.00	CASH	24JUL10

R.O. OPENED	READY	OPTIONS: ENG:6.4L TRN:TORQSHIFT AXL:3L
13:32 24JUL10	14:19 24JUL10	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES: 30000 MILES (48000 KMS) - NORMAL SCHEDULED MAINTENANCE - OIL AND FILTER CHANGE INSPECT AN FILTER AND REPLACE IF NEEDED PERFORM MULTI-POINT INSPECTION			
CAUSE: CHANGED DIESEL OIL AND OIL FILTER REPLACED AIR FILTER AND PREFORMED MULTIPOINT INSPECTION			
MB30000 30000 MILES (48000 KMS) - NORMAL SCHEDULED MAINTENANCE - L			
4623WQCM8 2.20			(N/C)
1 3C3Z*6731*AA KIT - ELEMENT & GASKET - OIL F			(N/C)
15 XO*15W40*QSD OIL - ENGINE			(N/C)
1 7C3Z*9601*B ELEMENT ASY - AIR CLEANER			(N/C)
MULTI MULTIPOINT INPSECTION FOR QCM MAINTENANCE			
4623WQCM8 0.20			(N/C)
FC: A99 82			
PART#: MAINT			
COUNT:			
CLAIM TYPE: QCM			
AUTH CODE:			
0395			

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

30913 CHANGED DIESEL OIL AND OIL FILTER REPLACED AIR FILTER AND PREFORMED MULTIPOINT INSPECTION

****

B CUSTOMER STATES: 27 POINT AROUND THE WHEEL INSPECTION			
99P CUSTOMER STATES: 27 POINT AROUND THE WHEEL INSPECTION			
4623 IR 0.00			(N/C)
GBK BRAKE CONDITION CHECKED AND OK			
4623 IR 0.00			(N/C)
GTIRE TIRE CONDITIONS CHECKED AND OK			
4623 IR 0.00			(N/C)
GBATT CHECKED BATTERY CONDITION AND OK			
4623 IR 0.00			(N/C)

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE FOR COMPLETE WARRANTY INFORMATION.

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PURSUANT TO TEXAS PROPERTY CODE s. 70.001

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SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed $_____, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

DealerCAP ©2008 ADP (07/07) SERVICE INVOICE TYPE 2 - SI2C - TEXAS - 9898013

110804

692129

INVOICE

FORD COUNTRY OF LEWISVILLE
1144 N. Stemmons Freeway
Lewisville, TX 75067
(972) 221-2900

[redacted]
SANGER, TX [redacted]
HOME: [redacted] BUS:
CELL: [redacted]

PAGE 2

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		30913/30913	T9987

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
26MAR10 IS	01DEC09		WAIT 24JUL10		105.00	CASH	24JUL10

R.O. OPENED	READY	OPTIONS:
13:32 24JUL10	14:19 24JUL10	ENG:6.4L TRN:TORQSHIFT AXL:3L

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

30913 ALL GREEN.

****

NO COMMENTS 7-24-10 2:12PM

```
*********************************************
*        WE ARE "BLUE OVAL CERTIFIED"       *
*                                           *
COOLING SYSTEM FLUSH-----$99.95
*   ASK ABOUT "TIRE SPECIALS" GOING ON NOW  *
* NOW OPEN ALL DAY SATURDAY 8:00A TO 5:00P  *
*********************************************
```

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE FOR COMPLETE WARRANTY INFORMATION.

NOTICE OF WORKER'S LIEN
PURSUANT TO TEXAS PROPERTY CODE s. 70.001

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SHOP SUPPLY COSTS: We have added a charge equal to _____% of the total cost of labor and parts, not to exceed $_____, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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CUSTOMER COPY

CUSTOMER #: 517609

105488

INVOICE

PAGE 1

FRANK FLETCHER

LINCOLN MERCURY

3015 TURKEY CREEK BLVD.
JOPLIN, MISSOURI 64801
PHONE: (417) 623-5660 · FAX: (417) 623-1934
www.fletcherauto.com

[redacted]
SANGER, TX [redacted]
HOME:
BUS:
CONT: [redacted]
CELL:

SERVICE ADVISOR: 3235 JOSH MITCHELL

COLOR	YEAR	MAKE/	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD F-350	1FTWW3DR7AE[redacted]		55040/55040	T0691

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01APR11 DD			17:00 10MAY11		0.00	CASH	10MAY11

R.O. OPENED	READY	OPTIONS:
14:09 04MAY11	13:27 10MAY11	ENG:6.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	DIAGNOSE/CUST STATES LOSS OF POWER AND CHECK ENGINE LIGHT/CUST ALSO STATES THAT IT GOT WORSE AFTER FILLINF FUEL TANK UP							
	CAUSE: CHECK CODES FOUND P0088 FOUND TSB 11-4-22 REPLACE HIGH PRESURE PUMP FOR FUEL CLEAR ALL CODES AND RE SET FUEL ADABTIVE TABLES AND RECHECK							
	110422A TSB 11-4-22 CHECK DTC REPLACE HPP AND PRIOR APROVAL							
	3109 W							
	1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION							(N/C)
	1 8C3Z*9G805*B COVER - FUEL PUMP							(N/C)
	2 8C3Z*6N640*B GASKET							(N/C)
	4 8C3Z*6N640*A GASKET							(N/C)
	8 *W715132*S439K BOLT							(N/C)
	3 XL*14* FLUID - POWER ASSISTED STEERIN							(N/C)
	3 VC*7*B ANTI-FREEZE							(N/C)
	FC: D42 42							
	PART#: 8C3Z*9A543*B							
	COUNT:							
	CLAIM TYPE:							
	AUTH CODE:							
	1832							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:		0.00
B**	RENTAL							
	CAUSE: ENTERPRISE RENTAL							
	RENTAL FIVE DAYS OF RENTAL							
	999 W							
	FC: A99 82 PART#: COUNT:							(N/C)
	CLAIM TYPE:							
	AUTH CODE:							
	SUBL RENTAL							
	W							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:		(N/C) 0.00

PAID BY- CHK
CASH
CCARD

WARR/ESP/AP
INT PER
CASHIER TV DATE
MEMO 5-10-11

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

ENVIRONMENTAL COMPLIANCE CHARGE

Maintaining and repairing you car inevitably involves the use of chemicals and generation of waste (solvents, oils, caustics, lead, asbestos, etc.) that must be stored, managed and disposed of in strict compliance with federal, state and local environmental regulations. We support these regulations and also believe our customers do too because they help ensure a safer, healthier environment for everyone. Complying with these regulations increase the cost of service. Ordinarily, increase costs simply result in an increased hourly labor charge. This dealership has decided in lieu of raising its labor rate, to list a compliance charge on appropriate service bills because we believe our customer would be interested to know they are helping to pay for a cleaner environment.

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

DISCLAIMER OR WARRANTIES

AS IS - THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MECHANTABILITY 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 PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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	

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CUSTOMER COPY

CUSTOMER #: 517609

105488

INVOICE

PAGE 2

FRANK FLETCHER

LINCOLN MERCURY

3015 TURKEY CREEK BLVD.
JOPLIN, MISSOURI 64801
PHONE: (417) 623-5660 · FAX: (417) 623-1934
www.fletcherauto.com

[redacted]
SANGER, TX [redacted]
HOME:
BUS:
CONT:
CELL: [redacted]

SERVICE ADVISOR: 3235 JOSH MITCHELL

COLOR	YEAR	MAKE/	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD F-350	1FTWW3DR7AE[redacted]		55040/55040	T0691

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01APR11 DD			17:00 10MAY11		0.00	CASH	10MAY11

R.O. OPENED	READY	OPTIONS:
14:09 04MAY11	13:27 10MAY11	ENG:6.4 Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
C** RENTAL			
NC SEE LINE B			
999 C		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
**********			
D** MOTOR HOMES OR DIESEL LUBE OIL FILTER CHANGE 03			
NC CUST DID NOT HAVE TIME FOR CHANGE			
999 C		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
**********			

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

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CUSTOMER SIGNATURE

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

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER COPY

Sikeston Motor Co., Inc.

1030 S. Main - P.O. Box 728 • Sikeston, Missouri 63801
Phone 573-471-1255 • Email: sikmtrco@sbmu.net • Web: sikestonmotorco.com

LINCOLN AMERICAN LUXURY

RO	VIN			DATE IN
L7084	1FTWW3DR7AE[redacted]	[redacted]		07/12/11
YEAR	MAKE	MODEL	COLOR	TIME IN
:010	FORD	F350 SUPER	RED O	13:09
MILES IN	MILES OUT	FIRST USE	LIC.	CLOSED 16:13
70804	70804	00/00/00	TX	07/18/11
SEE ALSO		SANGER TX [redacted]		WRITER 4572 SCOTT
		H:[redacted]) -		

) CUSTOMER STATES HAS ANTIFREEZE LEAK AND NO POWER
CK FOUND FRONT COVER LEAKING R&R WITH NEW FRONT COVER CK OK

Warranty Claim Repair Type:R1 - 01

(51-7551 GENE-) A

Labor		T51
W301924	(HARDWARE - MIS)	5
W302448	(SEAL)	1
8C3Z6019C	(COVER)	1
8C3Z6020D	(KIT - ENGINE I)	1
8C3Z6619C	(GASKET)	1
8C3Z8255A	(GASKET)	1
8C3Z8287D	(CLAMP - HOSE)	1
8C3Z8287K	(CLAMP - HOSE)	1
8C3Z8507B	(GASKET - WATER)	1
8C3Z9E933A	(GASKET)	1
8C3Z9E933B	(GASKET - EGR C)	1
W303639	(BOLT)	4
WA14SBA	(STRAP - WIRING)	1
VC7B	(ANTI-FREEZE)	3
.....	(Warranty)	

Next Service NOV '11 Lube-Oil-Filter

DISCLAIMER OF WARRANTIES

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

X CUSTOMER SIGNATURE

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

Page 1 of 1 Job 17084

17084 Customer Copy

AUTOSOFT FORMS 1-877-427-4567

EA11-003 000869LC

[redacted]

JOPLIN, MISSOURI 64801
PHONE: (417) 623-5680 · FAX: (417) 623-1934
www.fletcherauto.com

SANGER, TX [redacted] PAGE 1
HOME: CONT: [redacted]
BUS: CELL: [redacted] SERVICE ADVISOR: 3235 JOSH MITCHELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD F-350	1FTWW3DR7AE[redacted]		55040/55040	T0691

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	RO NO.	RATE	PAYMENT	INV. DATE
01APR11 DD			17:00 10MAY11		0.00	CASH	10MAY11

R.O. OPENED	READY	OPTIONS: ENG:6.4_Liter
14:09 04MAY11	13:27 10MAY11	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A DIAGNOSE/CUST STATES LOSS OF POWER AND CHECK ENGINE LIGHT/CUST ALSO STATES THAT IT GOT WORSE AFTER FILLINF FUEL TANK UP
CAUSE: CHECK CODES FOUND P0088 FOUND TSB 11-4-22 REPLACE HIGH PRESURE PUMP FOR FUEL CLEAR ALL CODES AND RE SET FUEL ADABTIVE TABLES AND RECHECK
110422A TSB 11-4-22 CHECK DTC REPLACE HPP AND PRIOR APROVAL
3109 W (N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION (N/C)
1 8C3Z*9G805*B COVER - FUEL PUMP (N/C)
2 8C3Z*6N640*B GASKET (N/C)
4 8C3Z*6N640*A GASKET (N/C)
8 *W715132*S439K BOLT (N/C)
3 XL*14* FLUID - POWER ASSISTED STEERIN (N/C)
3 VC*7*B ANTI-FREEZE (N/C)
FC: D42 42
PART#: 8C3Z*9A543*B
COUNT:
CLAIM TYPE:
AUTH CODE:
1832

PAID BY- CHK CASH CCARD
WARR SP/AR INT PER CASHIER MEMO
DATE 5-10-11

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

****

B** RENTAL
CAUSE: ENTERPRISE RENTAL
RENTAL FIVE DAYS OF RENTAL
999 W (N/C)
FC: A99 82 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:

SUBL RENTAL
W (N/C)

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

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

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

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CUSTOMER SIGNATURE

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

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XS12C

CUSTOMER COPY

CUSTOMER #: 23303

110991

INVOICE

PEGUES-HURST MOTOR CO.
200 Spur 63 · P.O. Box 3686
Longview, Texas 75606 · Ph: 903-758-6211

[redacted]
SANGER, TX
HOME: [redacted] CONT:N/A
BUS: CELL:

PAGE 1

BlueOval Certified

SERVICE ADVISOR: 231 RICH CRUM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		72908/72908	T3840

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23MAR10 DD			18:00 22JUL11			CASH	22JUL11

R.O. OPENED	READY	OPTIONS:
06:39 21JUL11	14:12 22JUL11	ENG:6.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CK FOR LOST ALL POWER----ENG SHUT DOWN----WILL NOT RESTART----TOWED----ADVISE
CAUSE: PERFORMANCE TEST P480P528 P703 PINPOINT TEST FOUND BAD FAN CLUTCH PRESURE TEST COOLENT SYS FOUND HEATER TUBE ON TOP OF RIGHT SIDE OF ENG
S19 DIESEL REPAIRS
121 WF 0.00
1 8C3Z*8592*K CONNECTION-WATER OUTLET (N/C)
1 7C3Z*8A616*F CLUTCH ASY - FAN (N/C)
3 VC*7*B ANTI-FREEZE (N/C)
FC: PART#: COUNT: (N/C)
CLAIM TYPE:
AUTH CODE:
2399
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

72908 PERFORMANCE TEST P480P528 P703 PINPOINT TEST FOUND BAD FAN CLUTCH PRESURE TEST COOLENT SYS FOUND HEATER TUBE ON TOP OF RIGHT SIDE OF ENG BROKEN REPLACE TUBE AND RETEST ROAD TEST CK PIDS OK NOTE HAD TO RR FT OF ENG AND TOP OF ENG FOR ACCESS TO TUBE

****

B REPORT CARD INSPECTION
99P REPORT CARD INSPECTION
121 CP 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 0.00 TOTAL LINE B: 0.00

72908 DONE

****

C RECALL 11B23
CAUSE: NO UPDATE NEEDED
REC RECALL
121 WF 0.00
FC: PART#: COUNT: (N/C)
CLAIM TYPE:

Pegues Hurst Motor Company
The Ford Store Since 1915

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

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

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

CUSTOMER SIGNATURE

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

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CUSTOMER COPY

CUSTOMER #: 23303

110991

INVOICE

PEGUES-HURST MOTOR CO.
200 Spur 63 · P.O. Box 3686
Longview, Texas 75606 · Ph: 903-758-6211

[redacted]
SANGER, TX
HOME [redacted] CONT:N/A
BUS: CELL:

PAGE 1

Blue Oval Certified Ford

SERVICE ADVISOR: 231 RICH CRUM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		72908/72908	T3840

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23MAR10 DD			18:00 22JUL11			CASH	22JUL11

R.O. OPENED	READY	OPTIONS:
06:39 21JUL11	14:12 22JUL11	ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CK FOR LOST ALL POWER----ENG SHUT DOWN----WILL NOT
RESTART----TOWED----ADVISE
CAUSE: PERFORMANCE TEST P480P528 P703 PINPOINT TEST FOUND BAD FAN
CLUTCH PRESURE TEST COOLENT SYS FOUND HEATER TUBE ON TOP OF
RIGHT SIDE OF ENG
S19 DIESEL REPAIRS
121 WF 0.00
1 8C3Z*8592*K CONNECTION - WATER OUTLET (N/C)
1 7C3Z*8A616*F CLUTCH ASY - FAN (N/C)
3 VC*7*B ANTI-FREEZE (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2399
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

72908 PERFORMANCE TEST P480P528 P703 PINPOINT TEST FOUND BAD FAN
CLUTCH PRESURE TEST COOLENT SYS FOUND HEATER TUBE ON TOP OF RIGHT SIDE
OF ENG BROKEN REPLACE TUBE AND RETEST ROAD TEST CH PIDS OK NOTE HAD TO
RR FT OF ENG AND TOP OF ENG FOR ACCESS TO TUBE
****

B REPORT CARD INSPECTION
99P REPORT CARD INSPECTION
121 CP 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00 0.00

72908 DONE
****

C RECALL 11B23
CAUSE: NO UPDATE NEEDED
REC RECALL
121 WF 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:

Hurst Motor Company
The Ford Store Since 1915

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

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CUSTOMER SIGNATURE

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

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER COPY

EA11-003 000872LC

CUSTOMER #: 23303

110991

INVOICE

PEGUES-HURST MOTOR CO.
200 Spur 63 · P.O. Box 3686
Longview, Texas 75606 · Ph: 903-758-6211

[redacted]
SANGER, TX
HOME: [redacted] CONT:N/A
BUS: CELL:

BlueOval Certified Ford

SERVICE ADVISOR: 231 RICH CRUM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD F350 PICKUP	1FTWW3DR7AE[redacted]		72908/72908	T3840

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23MAR10 DD			18:00 22JUL11			CASH	22JUL11

R.O. OPENED	READY	OPTIONS:
06:39 21JUL11	14:12 22JUL11	ENG:6.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

AUTH CODE:
2399

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

72908 NO UPDATE NEEDED

****

D Moved to: 110991C Line: A
SPO Moved to: 110991C Line: A
199 CP 0.00

Pegues Hurst Motor Company

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

****

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#:110991C ***
D Moved to: 110991C Line: A

Ford
The Ford Store Since 1915

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

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	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

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XG12C

CUSTOMER COPY

SERVICE INVOICE

Sikeston Motor Co., Inc.

1030 S. Main - P.O. Box 728 • Sikeston, Missouri 63801
Phone 573-471-1255 • Email: sikmtrco@sbmu.net • Web: sikestonmotorco.com

LINCOLN AMERICAN LUXURY

R/O	VIN			DATE IN
17084	1FTWW3DR7AE [redacted]	[redacted]		07/12/11
YEAR	MAKE	MODEL	COLOR	TIME IN
2010	FORD	F350 SUPER	RED O	13:09
MILES IN	MILES OUT	FIRST USE	LIC.	CLOSED 16:13
70804	70804	00/00/00	TX	07/18/11
SEE ALSO		SANGER TX [redacted]		WRITER 4572 SCOTT
		H [redacted] ( ) -		

(1) CUSTOMER STATES HAS ANTIFREEZE LEAK AND NO POWER
CK FOUND FRONT COVER LEAKING R&R WITH NEW FRONT COVER CK OK

Warranty Claim Repair Type:R1 - 01

(51-7551 GENE-) A

Labor		T51
W301924	(HARDWARE - MIS)	5
W302448	(SEAL)	1
8C3Z6019C	(COVER)	1
8C3Z6020D	(KIT - ENGINE I)	1
8C3Z6619C	(GASKET)	1
8C3Z8255A	(GASKET)	1
8C3Z8287D	(CLAMP - HOSE)	1
8C3Z8287K	(CLAMP - HOSE)	1
8C3Z8507B	(GASKET - WATER)	1
8C3Z9E933A	(GASKET)	1
8C3Z9E933B	(GASKET - EGR C)	1
W303639	(BOLT)	4
WA14SBA	(STRAP - WIRING)	1
VC7B	(ANTI-FREEZE)	3
.....	(Warranty)	

Ford

LINCOLN AMERICAN LUXURY

Next Service NOV '11 Lube-Oil-Filter

DISCLAIMER OF WARRANTIES

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

X CUSTOMER SIGNATURE

	W/C	INT.		CUSTOMER
			Labor	.00
			Parts	.00
			Sublet	.00
			Shop Supplie	.00
			Oil/Grease	.00
			Sub Total	.00
		.00	Tax	.00
			Total	.00

Page 1 of 1 Job 17084

17084 Customer Copy

AUTOSOFT FORMS 1-877-427-4567

EA11-003 000874LC

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Customer Relationship Director,

My Name is [redacted] I purchased a 2010 Ford F350 in March of 2010. My Sales man was Gary Anderson at Glen Polk Ford in Gainesville TX, Glen Polk Autoplex VIN # 1FTWW3DR7AE[redacted] Ford Case # 0592461880

I am requesting a little of your time to please read this letter. I need your help in this matter and would like Ford Motor Company to buy this truck back due to all the major repairs it has been through in such a short time for one of the most expensive trucks on the market. I know this is a unusual request but I have tried all my avenues I've have called Glen Polk Dealership and talked to Shawn Polk(VP), Jeff Miller (Service Manger) I have talk to Ford Customer Service Agents,(Ashley July2010)and (Ashley in June 2011)and (Latoya in July 2011) and (Summer in July 2011)and don't know where else to turn for help since Ford Customer Service is Not Helping me in this Matter on buying this truck back under the Lemon Law.

Here is my story : (1st Event) Day One 3/30/10 bought truck, left dealership, heading home turn the a/c on and nothing happens. Called Dealership and Gary told me to bring it back to the dealer which I did and after a few hrs. They replaced the cycling switch, First Repair.72 miles. (Down Time 2 HRs)

(2nd Event) On May 19, 2010 Truck did not startup right off. When it finally started it sounded very loud and bad, the truck had no power and all lights are on in the dash. Another trip to Ford Service Dept. The RCM Module went out that meant taking all the carpet and seats from the cab to fine a short, Down time 4 days, miles 7626. Second Repair. Never looked the same since...creaks and rattles, Seatbelts not tight, Interior not the same as new....and this is a 2010 MRSP 54,350....

(3rd Event)July 7, 2010 was driving thru Waxahachie, Tx, Truck lost all power with white smoke coming out the tail pipe and was losing coolant, truck did not show over heating nor did the check engine light come on, this was in the middle of Hwy 287 where there is a lot of Semi-Truck traffic. I almost got hit several times as this was on the downside of an overpass. I lost power so fast prior to rolling to the side of the road. **Thanks for Ford Roadside Assistance I only had to wait 4 hrs** for a wrecker to show up and they towed to Lewisville Ford. They found leaks on the EGR cooler which had to be replaced along with the DPF filter. Down time 7 days, 24,123 miles, Third Repair. Safety is questioned on this truck now as power failure is happening.

(4th Event)May 4, 2011 Just fueled up in Joplin, Mo, got on the highway and lost all power, Had to be towed to Fletcher Ford in Joplin Mo. After their determination they decided that it was the High Pressure Fuel Pump, As I am sure you know this meant Taking the Cab off to do the repair. Since they had a hard time getting a finish date I had to stay in a hotel for two days before finally finding a car rental to get home and drive 550 miles back home and 550 back to pick up the truck so that I can get mine. . Down Time 7 Days, miles 55040. Fourth Repair. Since this repair the truck got 5mpg this is not good and very expensive called Fletcher ford about the issue on fuel they told me that the fuel pump had to have time to break in like a new engine. I question this one as I can't believe a F350 running unloaded gets 5mph.

(5th Event) June 29, 2011 Sanger, TX Service engine light comes on lost all power runs rough and feels like the transmission is slipping, called Ford Roadside they got it towed to Sam Pak Ford Lewisville, TX, they kept it two days as they couldn't get to it DOWN Time 2 days no work done on truck, Ford Roadside moved it from Lewisville late afternoon of 6/30/11 to Glen Polk so they could work on it. Diagnosis was that it has a broke wire and sensor is not plug in, rear end is leaking and gasket bad. Bad repair work from previous service dept. Down Time 5 days, miles 65,865. Fifth repair.

(6th Event)July 12, 2011 in Sikeston Mo. No warning not over heating it just lost all coolant got it to Sikeston Motor company and they would check it out the next day. Diagnosis: the engine cover needs to be replaced. Had to be put in hotel again until rental car was available as this was at least a week or so. 525 miles away from home and then have to drive back up there to pick it up. Down Time is 9 days .Miles 71,804 Sixth Repair.

(7th Event) July 22,2011 Just left dealership, went to visit family in Indiana, coming home thru Longview , Tx engine was not over heating just lost all power on the dash says (reduce engine power) truck stalls and nursed it to side of freeway. 9pm call Ford Roadside Assistance in 100degree heat for a wrecker and talk to Samantha gave her my location, after 30 min on the phone with her she finely found where I was at (I20 and FM 42 Longview Tx) having trouble finding me a wrecker. **Thanks again to Ford Roadside Asst. At 11pm, 2 hours later** with being on the side of a busy hwy and in heat I called her back and she advised she can't find a wrecker to come to get me, She thinks I'm still in Mo, I then told her I would call My own wrecker which I called London's wrecker in Longview they were there in 10 min and I was at Pegues-Hurst Motor in Longview by midnight. Another night in a hotel. So I called Ford Roadside back to tell them where the truck was and talk to (Charlotte) Gave her the location where the truck was, that Morning talk to (Rich) at the Dealership said it would be that afternoon before they could look at it so it got me another rental and I drove home 195 Miles back home then 195 back to pick up the truck. Rich called me that evening and said the in line coolant hose had rupture and that the coolant fan had to be replace, Down Time 3 Days Mileage72908. Again stuck on the side of the hwy in the middle of the night - Dependability and Safety Issue.

Again the moral of the story is this truck is a safety issue and an accident waiting to happen. With it losing power at any given moment you just pray you are close to the side of the road or you are stuck. It is not dependable and with my wife occasionally driving the truck if she broke down in the middle of the highway she would freak out. This truck is UNSAFE. As many times it has been torn apart and put back together again it is not the same, the seatbelts don't keep you tight, and the interior is not perfect like a new truck should be because they had to gut the inside. Let alone the engine being taken apart all the times it has. It doesn't run like a new truck and Lord knows what isn't currently connected. This truck really needs to be under the MRSP buyback plan. I am sure anyone one of your employees would love to have this truck for their family to drive.

Awaiting your response. Thank you for your time.

Cordially,

[redacted]

Sanger, Texas [redacted]

Friday, July 15,2011

Mr. Polk My Name Is [redacted] and we have met only once in the past year, I purchase a 2010 Ford F350 In march of 2010, My Sales man was Gary Anderson and My Finance was Colt and it was that conversation that I had with him that really sold me on buying from Glen Polk autoplex,That being said I have a request to ask you and to listen to my story I have about this F350,

My Polk I'm asking for your help in this matter and would like your dealership to buy this truck back due to major repairs, I know this is a unusual request but I have tried all my avenues and don't know where else to turn for help since Ford Motor Company is not willing to help me with this issue on buying this truck back under the lemon Law. Mr. Polk here is my story since the first day which is march 30, 2010 when I purchased the truck left the dealership going home in Sanger went to turn the a/c on and nothing happens, will after an hr I called Gary and he told me to bring it back to the dealer which I did and after a few hrs it was the filter in the fire wall that had to be changed out, First Repair.72 miles.

On May 19,2010 Getting back from Vacation the truck was parked for a week when to start the truck I t was hard to start but when it did it sound like a jet plane, I thought it was the turbo had gone out after getting it to your service the hole in side had to be taken out that meant seats and carpet to find a electrical short some module that controls airbags and turbo, they RR carpet and seats , Down time 4 days, miles 7626. Second Repair.

July 7,2010 was driving thru Waxahachie Tx, Truck lost all power with white smoke coming out the tail pipe so I pulled over and was losing coolant truck did not show over heating nor did the check engine light come on, So on the side of highway of 287 had to wait another 4 hrs for a wrecker to show up towed to Lewisville Ford and the found that the cooler had to be replaced alone with the dpf filter. Down time 7 days, 24,123 miles, Third Repair.

May 2011 Just fueled up in Joplin, Mo got on the highway and lost all power, Had to be towed to Fletcher Ford in Joplin Mo after checking it out the High Pressure Fuel Pump is out that meant taking the cab off for repair. Down Time 7 Day, miles 55040. Fourth Repair.

Since this repair the truck got 5mpg this is not good and very expensive called Flecther ford about the issue on fuel they told me that the fuel pump had to have time to break in like a new engine??

Well on July 1st of 2011 service engine light comes on lost all power runs rough and feels like the transmission is slipping, got it to Glen Polk Service and find out that it has a broke wire and sencor is not plug in , rear end is leaking and change gasket. Bad repair work, Down Time 4 days, miles 65,865, Fifth repair.

July 12,2011 in Sikeston Mo no warning not over heating it just lost all coolant , got it to Sikeston Motor company and they said that the engine cover needs to be replaced ok had to get a rent a car to get home which is 525 miles away and then have to drive back up there to pick it up. So Down Time is 9 days .Miles 70.000 Sixth Repair.

Mr. Polk I'm Pleading with you to help me get out of this truck I Remember back in March of 2010 Colt said that Glen Polk Had the best Customer Service in the State OF Texas I'm Hope and Praying this is True. I Still Owe $49,000 on this truck since back on the F250 that did not work for me so I had to roll that truck in to this note, Please Mr. Polk can you help me with getting out of this truck with the way it keeps breaking down when it gets out of warranty I will not be able to have it Fixed, I should not be have all of these issues with this Ford Truck,

I really Hope you will conceder helping me on this.

Sincerely.

[redacted]

Sanger, Texas [redacted]

BBB AUTO LINE
Customer Claim Form

Case number: FRD1123987
Contact Date: 07/24/11
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed). AUG 05 2011

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]
Mailing address: [redacted]
City: Sanger State: TX Zip code: [redacted]
Day phone [redacted] Evening phone: Cell phone:
Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-350 Year: 2010 Current mileage: 0 / 72,000
Name(s) that appears on the vehicle title: [redacted]
Selling dealer/city/state: , , TX SAme
Primary Servicing dealer/city/state: GLENN POLK FORD-MERCURY, GAINESVILLE TX
Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no
Purchase/lease date: 3/26/10 Mileage at purchase/lease:
First repair attempt date: 3-30-2010 First repair attempt mileage: 0 72
How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:
Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I Want Ford Motor Company to Buy Back This Truck.. MRSP

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FTW W3D R7AE [redacted]
Lienholder/Leasing Company Ford Motor Credit **Phone Number** 800 727 7000
Account Number [redacted]

CCF

EA11-003 000878LC

SECTION 4: VEHICLE PROBLEMS (List primary problem first) Case Number: FRD1123987

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
A/C - Heat Will NOT Blow	Glen Polk	1	3/30/2010 - 72 miles, 3 days 3	NO
Truck has NO Power	Glen Polk	4	5/2010 - 7626 4 DAYS	NO
NO Power, Blows White Smoke, loosing Coolant	Lewisville Ford	7	5/2010 - 24,123 7 DAYS	Yes & NO
NO Power, Engine died	Fletcher, Ford Joplin, MO	8	5/2011 55,040 8 DAYS	Yes.
NO Power, Engine died	Glen Polk	1	7/2011 65865 4 DAYS	Yes
NO Power, loss of Coolant Engine died	Sikeston Motor	1	7/2011 70,000 9 DAYS	Yes
NO Power, leaking fluids Engine died	Pegues-Hunt Ford	1	7/2011 72,908 2 days	Yes

Total days out of service for all problems: 34.5

Signature of Titled Owner(s) [redacted] Date 7-30-11

Printed Name of Titled Owner [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1123987
Contact Date: 07/24/11
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: Sanger State: TX Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: F-350 Year: 2010 Current mileage: 0

Name(s) that appears on the vehicle title: Rocky Swilling

Selling dealer/city/state: , , TX

Primary Servicing dealer/city/state: GLENN POLK FORD-MERCURY, GAINESVILLE TX

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number**_____

Account Number _____

CCF
EA11-003 000880LC

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Texas

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

- Currently registered in Texas; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), not including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Ford will also refund sales tax, original title fees, original registration fees, and reasonable towing, rental, and other incidental costs directly incurred because of the claimed defect.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for reasonable towing, rental, and other incidental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

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Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

EA11-003 000886LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name[redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: CLIMATE CTRL. LACK OF HEAT MAN HEATER/AC Primary Phone: [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Pho[redacted]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: OPEN

Action: OPEN - PENDING ELIGIBILITY
Dealer: 00779 GLENN POLKFORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 72000 MI Comm Type: MAIL
Analyst Name: GRESS,JEFF Analyst: J-GRESS1
Action Date: 08/05/2011 Action Time: 16.05.17.197 Action Data: No

Comments NEW CASE: FRD1123987. PROBLEMS: A/C -HEAT WILL NOT BLOW,TRUCK HAS NO POWER,BLOWS WHITE SMOKE,LOOSING COOLANT,ENGINE DIED,LEAKING FLUIDS.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 00779 GLENN POLKFORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 72000 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 08/05/2011 Action Time: 16.05.18.038 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 00779 GLENN POLKFORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 72000 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 08/09/2011 Action Time: 11.51.36.502 Action Data: No

Comments NEW BBB CASE OPENED FRIDAY 8-5--INITIAL REPORT REQUESTS SENT 8-9-2011-SM'S AT THE FIVE DEALERS IN AWS--TFOAM OPENED FOR REPORT OF FSE ACTIVITY----IBC FROM SM GODDARD AT FORD COUNTRY OF LEWISVILLE ADVISING THAT AN EXECUTIVE LIASON (EL) CASE SHOWS THAT EL OFFERED TO REPURCHASE THE VEHICLE AND THE CUSTOMER HAS AGREED---OBC TO BBB--CUSTOMER WILL BE CONTACTED AND THIS AGREEMENT CONFIRMED--IF CUSTOMER IS AGREEABLE, BBB CASE WILL BE CLOSED

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 00779 GLENN POLKFORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 72000 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 08/15/2011 Action Time: 16.45.40.427 Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM SIKESTON MOTORS---THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	08-15-2011

EA11-003 000887LC

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 00779 GLENN POLKFORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 72000 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 08/16/2011

Action Time: 11.33.01.289

Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM FLETCHER FORD---THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	08-16-2011

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 00779 GLENN POLKFORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 72000 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 08/16/2011

Action Time: 11.35.10.892

Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM FLETCHER FORD---THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	08-16-2011

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 00779 GLENN POLKFORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 72000 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 08/18/2011

Action Time: 11.53.10.212

Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM PEGUES HURST MOTOR CO. ---THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	08-18-2011

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EA11-003 000888LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name[redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [redacted]
Reason Desc: EXECUTIVE LIAISON - EXECUTIVE REFERRAL Secondary Pho[redacted]
Issue Type: 12 EXECUTIVE LIAISON Issue Status: CLOSED

Action: CASE ASSIGNED
Dealer:
Origin Desc: EXECUTIVE LIAISON
Odometer: 73000 MI
Comm Type: INBOUND CUSTOMER MAIL
Analyst Name: TANSIL-MARSHALL (RTANSIL),ROBIN
Analyst: RTANSIL
Action Date: 07/29/2011
Action Time: 16.52.55.849
Action Data: Yes

Comments CASE ASSIGNED.

Data Element Name	Data Value
DATE RECEIVED	07-29-2011
DATE ASSIGNED	08-01-2011
ASSIGNED BY	RTANSIL
CLOSING DUE? (YES/NO)	YES
SOURCE	TONEY FREDERIEK
ASSIGNED TO	LARLEDGE

Action: OUTBOUND CALL TO DEALERSHIP
Dealer:
Origin Desc: EXECUTIVE LIAISON
Odometer: 73000 MI
Comm Type: PHONE
Analyst Name: ARLEDGE LYNN
Analyst: LARLEDGE
Action Date: 08/02/2011
Action Time: 16.55.12.348
Action Data: No

Comments **EXECUTIVE OFFICES 8/2/2011****EXECUTIVE REFERRAL - TONEY****CUSTMOER SAYS HE HAS EXPERIENCED SEVERAL ISSUES WITH HIS VEHICLE SINCE PURCHASE. THE CUSTOMER IS SEEKING A REPLACEMENT OF THE VEHICLE. **EL CONTACTED THE DEALERSHIP AND LEFT A MSG REQUESTING A CALL BACK.

Action: DECISION - OFFER RAV
Dealer:
Origin Desc: EXECUTIVE LIAISON
Odometer: 73000 MI
Comm Type: PHONE
Analyst Name: ARLEDGE LYNN
Analyst: LARLEDGE
Action Date: 08/08/2011
Action Time: 14.03.04.694
Action Data: Yes

Comments **EXECUTIVE OFFICES 8/8/2011****CUSTOMER SAYS HIS VEHICLE FREQUENTLY EXPERIENCES A LOSS OF POWER. **EL CONTACTED THE CUSTOMER AND DETERMINED THE VEHICLE IS CURRENTLY BACK IN THE DEALERSHIP. PER DIRECTION, EL OFFERED TO A REPLACEMENT TO THE CUSTOMER. **THE CUSTOMER ACCEPTED THE OFFER AND THANKED EL. EL TO COVER ADDITIONAL TOWING COST FOR THE RECENT REPAIR. **EL UPLOADED RAV. **EL TO FOLLOW-UP WITH THE CUSTOMER AS APPROPRIATE.**NO FURTHER ACTION REQUIRED AT THIS TIME.

Data Element Name	Data Value
TRADE OR REIMBURSEMENT:	50000

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RETAIL OR LEASE	RETIAL
TIME/MILEAGE CHARGE(S):	16000
OFFER EXPIRATION DATE:	08-08-2011

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EA11-003 000890LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name:[redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: Primary Phone: [redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Pho[redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADD ATTACHMENT TO ISSUE
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR
Odometer: 69000 MI Comm Type: INBOUND CUSTOMER MAIL
Analyst Name: WILLIS, CHRISTOPHER Analyst: CWILL647
Action Date: 08/01/2011 Action Time: 08.40.05.015 Action Data: No

Comments CUSTOMER SAID: LTR POSTMARKED 7-20-2011; **PRE-DATES ASSIGNMENT TO EXEC LIAISON, AFTER COMPLETED REPAIRS**-CUST REQUESTS BUYBACK AFTER COMMENTING OF MULTIPLE VEH ISSUES W/ POWER LOSS, ETC., AND REPAIRS. CUST DOESN'T FEEL CONFIDENT OR SAFE IN VEH.DEALER SAID: SIKESTON MOTOR COMPANYCRC ADVISED: ADD ATTACHMENT TO ISSUE ONLY, AS CASE ADDRESSED BY REGION W/ COMPLETED REPAIRS, THEN 7-29-2011 WAS ASSIGNED PER HISTORICS IN EXEC LIAISON DEPT.

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EA11-003 000891LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name [redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: LOSS OF POWER CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FIN ASSIST - EXTENUATING **Secondary Phor**
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 07/12/2011

Action: TIER II ESCALATION - LOANER RENTAL
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: BIGELOW, BRANDIE **Analyst:** BBIGELO4
Action Date: 05/05/2011 **Action Time:** 10.14.38.189 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	SPOUSE

Comments CUSTOMER SAID: ROCKY SWILLING HUSBAND2142746123**CUST IS OUT OF STATE WITH THE VEH **MULTIPLE REPAIRS **THE HIGH PRESSURE FUEL PUMP WENT OUT **VEH LOSS OF POWER AND STOPPED **VEH IS IN THE SHOP AGIAN **CUST TRYING TO GET A PICK UP TO GET HOME **CUST LOOKING TO SEE FORD MOTOR COMPANY CAN GET RENTAL AND **CUST NEEDS A VEH TO TAKE HIM AND HIS SON HOME AND TO TOW HIS TRAILER **CUST IS 300 MLS FROM HOMEDEALER SAID: FRANK FLETCHER FORD LINCOLN MERCURY3015 TURKEY CREEK BLVD.JOPLIN, MO 64801TEL:(417) 623-5660CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN ASSIST YOU.

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/05/2011 **Action Time:** 10.24.44.970 **Action Data:** Yes

Comments =CSM ASHLEY EXT: 7769 =IBC FROM TIER ONE AGENT BRANDIE =EXTENUATING CIRCUMSTANCE =TOOK CALL LIVED =SPOKE TO CUST ROCKY SWILLING =STATES HE IS GOING TO BE GOING TO ENTERPRISE HIMSELF AND GETTING A RENTAL TRUCK TO BE ABLE TO TOW HIS TRAILOR HOME AND BRING HIS SON HOME =STATES HE IS TIRED OF ALL THE ISSUES HE HAS HAD WITH THIS VEH =STATES SOME THING NEEDS TO BE DONE REGARDING GETTING IT REPLACED =CSM ADVISED WE CANNOT REPLACE THE VEH AT THIS TIME AS IT DOES NOT QUALIFY WE ARE HERE TO REPAIR THE VEH NOT REPLACE IT =CSM ADVISED WE CAN REIMBURSE HIM FOR THE RENTAL UP TO $1500 ANY THING OVER WOULD BE THERE RESPONSIBILITY =STATES OK THANK YOU =STATES THE DLR SAID THE VEH SHOULD BE COMPLETED IN ABOUT A WEEK AS THEY NEED TO PULL THE CAB OFF THE VEH =CSM ADVISED I WOULD LIKE THE OPPORTUNITY TO CONTACT THE DLR AND GET INFO FROM THEM =CSM ADVISED I WILL F/U 5-9-11 BY 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-09-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

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Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/09/2011 **Action Time:** 14.57.52.319 **Action Data:** Yes

Comments =CSM ASHLEY EXT: 7769 =OBC TO DLR 417-623-5660 =SPOKE TO S/M MARK =STATES THE VEH HAS BEEN DIAG AND NEED TO REPLACE THE HIGH PRESSURE OIL PUMP AND SHOULD BE DONE TOMORROW AS LONG AS EVERY THING GOES RIGHT =STATES THE REPAIR IS COVERED UNDER WARRANTY =CSM ADVISED THAT WE WILL BE REIMBURSING THE CUST FOR THE RENTAL ONCE I GET A RENTAL BILL I WILL NOTIFY YOU FOR A NEW RO AND LINE # FOR REIMBURSEMENT =STATES OK =OBC TO CUST [redacted] =CSM ADVISED THAT THE DLR NEEDS TO REPLACED THE HIGH PRESSURE OIL PUMP IN WHICH SHOULD BE DONE TOMORROW AS LONG AS EVERY THING GOES RIGHT =CSM ADVISED THAT ONCE THEY GET THE RENTAL BILL TO PLEASE FAX THAT TO ME SO WE CAN GET HIM REIMBURSED FOR IT =CSM ADVISED THAT THE REPAIR IS COVERED UNDER WARRANTY =CSM ADVISED I WILL F/U 5-11-11 BY 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-11-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/10/2011 **Action Time:** 10.10.55.170 **Action Data:** No

Comments =CSM ASHLEY EXT: 7769 =IBC FROM CUST =TOOK CALL LIVE =STATES HE WAS JUST AT THE DLR AND THEY SAID THEY ARE NOT DOING ANYTHING WITH THE OIL PUMP IT'S THE FUEL PUMP =STATES ITS NOT LOOKING LIKE THE VEH IS GOING TO BE DONE TODAY EITHER =STATES THE CAB IS STILL OFF THE VEH =STATES HE WOULD ALSO LIKE TO SPEAK TO ME ABOUT THE HISTORY OF THE VEH =STATES HE WONDERING IF YOU HAVE SEEN THE HISTORY OF THE VEH =CSM ADVISED THAT IS CORRECT =STATES YOU GUYS ASKED WHAT I WANT FORD TO DO FOR ME AND HE NEEDS SOMETHING DONE WITH THE WARRANTY AS YOU GUYS WILL NOT BUYBACK/REPLACE THE VEH =CSM ADVISED THAT THE ONLY WAY WE CAN PROVIDE AN ESP IS IF HE WAS TO CANCEL THE ESP HE HAS ON THE VEH CURRENTLY =CSM ADVISED WE CAN PROVIDE EITHER THE EXTRA CARE USED ESP FOR 3/36 WITH $100 DED FROM DATE AND MILEAGE UPLOADED OR THE DIESEL CARE ESP 7/200 WITH $0 DED FROM ORIGINAL WSD AND 0 MILES THAT COVERS 13 MAJOR DIESEL ENGINE COMPONENTS =STATES HE WILL LOOK INTO IT ONLINE AND SEE WHICH WARRANTY HE WOULD LIKE =CSM ADVISED OK AND JUST REMEMBER WE CANNOT PROVIDE IT TO YOU UNTIL YOU CANCEL YOUR CURRENT ESP YOU HAVE ON THE VEH =STATES OK UNDERSTANDABLE AND HE WILL HE GET A FULL REFUND =CSM ADVISED NOT A FULL REFUND BUT I BELIEVE A PRORATED ONE =STATES OK AND WHO WOULD I CONTACT TO CANCEL IT =CSM ADVISED THE ESP ADMIN HOTLINE AND MAKE SURE YOU CONTACT THE DLR YOU PURCHASED IT FROM AS WELL =STATES OK HE WILL THANK YOU =STATES THE MECHANIC MADE A FEW REMARKS ABOUT HIM DRIVING THE VEH BACK HOME WHICH IS ABOUT 400 MILES AWAY FROM HOME =STATES THAT COMMENT WORRYS HIM BECAUSE HE WILL BE LEAVING THIS AFTERNOON IN HIS VEH AND DRIVE ABOUT 1700 MILES =CSM ADVISED WELL IF SOMETHING HAPPENS TO BRING IT TO A DLR IN THE AREA AND CONTACT US BACK BUT WE HOPE NOTHING HAPPENS WHEN HE IS TRAVELING =STATES ALSO JOSH SAID THEY ARE TAKING CARE OF THE BILL =CSM ADVISED NO WORRIES I WILL GET IT TAKEN CARE OF WITH THE DLR AND FIND OUT WHOSE PAYING FOR IT EITHER WAY HE WILL NOT BE CHARGED =STATES OK THANK YOU

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/11/2011 **Action Time:** 13.24.54.797 **Action Data:** No

Comments =CSM ASHLEY EXT: 7769 =OBC TO DLR 417-623-5660 =SPOKE TO S/M MARK =CSM INQUIRING IF THE VEH REPAIRED AND PICKED UP AND IF THEY HAVE THE RENTAL BILL =STATES THE VEH IS DONE AND GONE AND DOES NOT HAVE THE RENTAL BILL YET =CSM ADVISED THAT I DID GET A MESSAGE FROM THE CUST

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STATING THAT HE IS HAVING ISSUES WITH THE VEH AGAIN ALREADY IM NOT QUIT SURE WHATS GOING ON BUT I WILL BE CALLING HIM TO FIND OUT =CSM ADIVSED HE WONT BE ABLE TO BRING IT BACK BECAUSE HE IS ABOUT 300 MILES AWAY ALREADY BUT JUST WANTED TO INFORM YOU =STATES OK THANK YOU

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/11/2011 **Action Time:** 15.20.08.312 **Action Data:** Yes

Comments =CSM ASHLEY EXT: 7769 =OBC TO CUST ROCKY SWILLING 214-274-6123 =CSM ADVISED THAT THE ONLY ESP'S THAT WOULD QUALIFY TO BE PROVIDED AT NO COST DUE TO AGE AND MILEAGE ON THE VEH IS EITHER THE EXTRA CARE USED 3/36 WITH $100 DED OR DIESEL CARE 7/200 ESP WITH $0 DED AGAIN ONLY IF THEY CANCEL THE PREMIUM CARE ESP THEY HAVE ON THE VEH =STATES YOUR ASKING ME TO DOWN GRADE ON ESP =CSM ADVISED NO HE DOES NOT HAVE TO IT'S AN OPTION HE IS NOT OBLIGATED TO DO THAT ITS HIS CHOICE =STATES HE NEEDS TO SPEAK TO SOME THAT CAN AUTHORIZE SOMETHING BETTER =CSM ADVISED THERE IS NO ONE ELSE HERE THAT HE CAN SPEAK TO THAT WOULD BE OFFER HIM ANY THING DIFFERENT AS WE ARE ALL PROVIDED WITH THE SAME RESOURCES AND POLICIES =CSM ADVISED I UNDERSTAND THE VEH HAD BEEN REPAIRED AND PICKED UP FROM FRANK FLETCHER FORD IN WHICH YOU ARE NOW CURRENTLY ABOUT 300 MILES AWAY FROM AND HAVING ISSUES WITH THE VEH =CSM INQUIRING WHAT ISSUES THEY ARE EXPERIENCING =STATES THE RIGHT SIDE OF HIS STEREO SYSTEM DOES NOT WORK, SYNC DOES NOT WORK TO CHARGE HIS PHONE WITH =STATES HE CALLED THE DLR AND THEY SAID IT HAD NOTHING TO DO WITH WHAT THEY DID =STATES HE SAW WITH HIS OWN EYES =STATES HE IS ALSO GETTING LOWER MPG =CSM ADVISED THAT WOULD BE A WORKMANSHIP HE HAS TO TAKE UP WITH THE DLR =STATES HE WANTS THIS VEH BOUGHT BACK AND HE KNOWS YOU WONT DO THAT =CSM ADVISED THAT IS CORRECT =STATES HE WANTS A BETTER ESP OFFER AND THE ESP HE HAS ON THE VEH THAT WAS PROVIDED TO ME LAST TIME FOR 100K MILES INSTEAD OF 75K MILES =CSM ADVISED I WILL SEE WHAT I CAN DO =CSM ADVISED I WILL F/U 5-13-11 BY 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-13-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: ESCALATED HANDLING REQUIRED - OTHER (EXPLAIN IN COMMENTS)
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** DEALER
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: MARK SEEL **Analyst:** M-SEELA4
Action Date: 05/11/2011 **Action Time:** 18.36.22.040 **Action Data:** No

Comments TALK WITH CUST CUST HAS ISSUES ELECTRICLY WITH ONESIDE OF SPEAKERS AND USB PORT NOT SURE IF RELATED TO WORK WITH ENGINE REPAIR TOLD CUST HAVE LOOKED AT AND NOTIFY ME AS OF REPAIR

Action: CONCERN ADDRESSED
Dealer: 05759 FRANK FLETCHER FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55000 MI **Comm Type:** PHONE
Analyst Name: SPARACINO,ASHLEY **Analyst:** ASPARACI
Action Date: 05/13/2011 **Action Time:** 10.17.22.689 **Action Data:** Yes

Comments =CSM ASHLEY EXT: 7769 =OBC TO CUST [redacted] NO ANSWER =LEFT MESSAGE =CSM ADVISED THAT WE ARE ABLE TO UPGRADE HIS PREMIUM CARE ESP TO 5/100 WITH STANDARD $100 DED =CSM ADVISED I ALSO UNDERSTAND HE HAS CONTACT MARK THE S/M AT FRANK FLETCHER REGARDING THE CONCERN WITH HIS VEH IN WHICH HE ADVISED TO HAVE YOU GET IT LOOKED AT BY ANOTHER FORD DLR AND NOTIFY HIM WITH THE REPAIRS =CSM ADVISED AT THIS TIME TO PLEASE CONTINUE WORKING WITH THE S/M MARK =CSM ADVISED IF THEY HAVE ANY FUTURE CONCERNS OR QUESTIONS TO CONTACT US BACK AND THE DLR =CASE CLOSED

EA11-003 000894LC

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	97
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: TIER II ESCALATION - REPAIR
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** US CONCERN CASE BASE
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 07/12/2011 **Action Time:** 13.17.18.835 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -SEVENTH TIME BROKEN DOWN IN THE LAST FOUR MONTHS -OUT OF STATE -LOST ALL POWER -JUST GOT OUT OF THE DLRSHIP -WATER COMING OUT OF THE WATER PUMP -NEEDS ANOTHER TRUCK -CUST IS PULLING A TRAILER -550 MILES FROM HOMESIKESTON MOTOR COMPANY1030 S MAINSIKESTON MO 63801(573) 471-1255CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN ASSIST YOU.C/W [redacted]

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0
	N
	N
	N
	Y
	N
	N
	N
	N
	N

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/12/2011 **Action Time:** 13.41.26.067 **Action Data:** Yes

Comments CSM SOMMERX7768=== INBOUND CALL FROM TIER ONE CUST IS STRANDED ON SIDE OF ROAD TRYING TO GET VEH TO DLR === CUST ASKED FOR LOANER HE CAN TOW TRAILER HOME W/ == ADVISED CUST RENTAL IS NOT A PROBLEM BUT HE WILL NOT BE ABLE TO TOW DUE TO LIABILITY === CUST STATED OK I

EA11-003 000895LC

UNDERSTAND === ADVISED I WILL CALL DLR AND SET RENTAL UP == CALLED DLR SPOKE W/ SCOTT S/M EXPLAINED SITUATION AND I WILL PAY FOR RENTAL === DLR STATED OK NO PROBLEM === CALLED CUST BACK [redacted] = EXPLAINED DLR WILL HAVE RENTAL SET UP FOR HIM EXPLAINED I WILL GIVE DLR TIME TO DIAG VEH AND HIM A CHANCE TO SETTLE IN HOTEL AND CALL HIM TOMORROW==

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-13-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/13/2011 **Action Time:** 11.34.27.673 **Action Data:** Yes

Comments CSM SOMMERX7768== INBOUND CALL FROM CUST === STATING HE NEEDS TO GET HIS TRAILER HOMW == DOES NOT KNOW WHETHER HE SHOULD STAY OR GO HOME (FATHER IS IN HOSPITAL) === ADVISED CUST IF HE CAN LEAVE HIS MOTORHOME /TRAILER AT THE DLR AND GO HOME AND BE W/ HIS FAMILY AND LET ME WORRY ABOUT HIS TRUCK === CUST STATED HE WILL SEE IF HE CAN LEAVE HIS TRAILER AT DLR == ADVISED CUST OK LET ME CALL DLR AND MAKE SURE THEY ARE LOOKING AT YOUR TRUCK == CALLED DLR SPOKE W/ SCOTT S/M ADVISED THEY ARE LOOKING AT TRUCK THIS MORN HOPEING TO HAVE A DIAG BY NOON === AS SOON AS THEY GET A COMPLETE DIAG THEY WILL CALL ME === CALLED CUST BACK 214-274-6123===EXPLAINED DLR CONVERSATION DLR IS TRYING TO HAVE COMPLETE DIAG BY NOON == CUST STATED OK HE HAS VERY LIMITED RESOURCES CANT FIND ANYONE TO RENT HIM A TRUCK TO TOW W/ === ADVISED CUST HE MAY HAVE TO LEAVE TRAILER HOWEVER SCOTT S/M ADVISED IF HE NEEDED TO IT WOULD NOT BE A PROBLEM NOR IN THEIR WAY == CUST STATED OK === HE WILL CALL ME LATER TODAY ==

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-13-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/13/2011 **Action Time:** 11.35.27.190 **Action Data:** Yes

Comments CSM SOMMERX7768== SET WRONG DATE 07-15-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-15-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/14/2011 **Action Time:** 09.35.34.818 **Action Data:** Yes

Wants Replacement

Comments ==CSM SOMMERX7768== INBOUND CALL FROM CUST REQUESTING CALL BACK == CALLED CUST == CUST VERY UPSET THIS IS TAKING SO LONG == ADVISED CUST DLR IS DOING EVERYTHING THEY CAN THEY HAVE A COMPLETE DIAG AND HAVE PARTS ON ORDER WILL HAVE TRUCK REPAIRED BY NEXT WEEK=== CUST STATED HE WANTS TRUCK REPLACED=== ADVISED CUST IF DLR REPAIRES THIS TRUCK FMC WILL NOT MEET THAT REQUEST=== CUST STATED WELL BUMP MY WARRANTY UP=== ADVISED CUST HE HAS 5/100 I CAN NOT

EA11-003 000896LC

BUMP THAT WARRANTY UP THATS THE HIGHEST THAT WARRANTY GOES THAT FMC OFFERS=== CUST STATED HE MAY HAVE TO PERSUE OTHER AVENUES TO GET THIS TAKEN CARE OF === ADVISED CUST HE HAS THAT RIGHT AS A CONSUMER HOWEVER WE WILL REPAIR VEH AS NEEDED === CUST STATED OK === AGENT WILL F/U NEXT WEEK W/ CUST

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-20-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/20/2011 **Action Time:** 17.29.11.563 **Action Data:** Yes

Comments CSM SOMMER X7768=== OBC TO DLR SCOTT S/M ADVISED VEH IS REPAIRED AND BACK W/ CUST == OBC TO CUST [redacted] ADVISED I REVIEWED HIS RECEIPTS AND FMC CAN REIMBURSE HIM ONE RECIEPT FOR GAS $68.34== BOTH HOTEL NIGHTS $113.38 THAT IS 181.72=== CUST STATED HE WAS OUT AROUND 400.00 FOR GAS AND FORD IS NOT LOOKING AT THAT === ADVISED CUST FMC IS TRYING TO COMPENSATE HIM FOR HIS INCONVENIENCE AND PLEASE UNDERSTAND FMC IS OBLIGATED TO PAY 0$ == HOWEVER WE ARE REIMBURSING HIM AS A GOOD WILL == CUST STATED OK FINE WHATEVER YOU CAN DO === ADVISED I WILL CALL DLR AND PROVIDE INFO SO CHECK CAN BE SENT TO HIM ========= OBC TO DLR SPOKE W/ S/A DEAN PROVIDED RO 17084==LINE 02== ADVISED WE ARE REIMBURSING CUST $182.00 == M02RV==

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	96
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	182.00
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORDS'S SHARE OF REPAIR COST-P11 ($)	182.00
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/22/2011 **Action Time:** 13.44.33.665 **Action Data:** No

Comments CSM SOMMERX7768== PROVIDED DLR W/ NEW CODE M027H

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 69000 MI **Comm Type:** PHONE
Analyst Name: VINSON,SOMMER **Analyst:** SVINSON5
Action Date: 07/29/2011 **Action Time:** 16.23.57.397 **Action Data:** No

EA11-003 000897LC

Comments CSM SOMMERX7768== INBOUND CALL FROM DLR SCOTT S/M ASKING FOR CODE FOR RENTAL == NEVER GOT PAID== RO 17474 === LINE 01 == RENTAL BILL 273.64 === 274.00 === P11 M03KR

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EA11-003 000898LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name: [redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [redacted]
Reason Desc: MISC INQUIRY - GENERAL/OTHER Secondary Pho[redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 07/21/2011

Action: FIELD - OPEN REGION ISSUE
Dealer: 02530 PEGUES-HURST MOTOR COMPANY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55200 MI Comm Type: PHONE
Analyst Name: VINSON,SOMMER Analyst: SVINSON5
Action Date: 07/21/2011 Action Time: 10.40.59.360 Action Data: No

Comments CSM SOMMERX7768---INBOUND CALL FROM CUST STATED HE IS BROKE DOWN AGAIN VERY UPSET W/ FORD, VEH LOST ALL POWER AND TRUCK LOCKED UP == STATED FORD WILL TAKE THIS TRUCK BACK ONE WAY OR THE OTHER

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02530 PEGUES-HURST MOTOR COMPANY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55200 MI Comm Type: PHONE
Analyst Name: VINSON,SOMMER Analyst: SVINSON5
Action Date: 07/21/2011 Action Time: 10.43.30.936 Action Data: No

Comments --CSM SOMMERX7768== CUST ADVISED DLR HAS HIM IN A RENTAL AND CUST NEEDS TO BE CONTACTED SOON HE IS NOT HOME==ADVISED CUST I WILL ASSIGN CORRECT DLR TO HIS PROFILE & HAVE THAT AGENT WORK FURTHER W/ HIM

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02530 PEGUES-HURST MOTOR COMPANY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55200 MI Comm Type: PHONE
Analyst Name: JONES,LATOYA Analyst: LJONE358
Action Date: 07/22/2011 Action Time: 14.42.15.009 Action Data: No

Comments CSM LATOYA X7785LIVE IBC FROM CUSTOMER ADVISING THAT HE IS LOOKING FOR THE SERVICE REP THAT IS HANDLING HIS CASE. CSM ADVISED AND EXPLAINED TO CUSTOMER THAT HE WAS ADVISED THE CUSTOMER SERVICE MANAGER OF HURST MOTOR COMPNAY WOULD BE CONTACTING HIM BEFORE 5:00PM EST TODAY. CUST ADVISED THAT H IS LOOKING FOR A DISPUTE RESOLUTION FORM. CSM ADVISED CUST THAT THEE IS NO SUCH DOCUMENT THAT CSM HAS TO PROVIDE. CUST INQUIRED OF A BUYBACK/REPLACEMENT FROM FORD. CSM ADVISED WOULD NOT BE ABLE TO HONOR THAT REQUEST, ANYU FURTHER PURSUIT WOULD BE ACCORDING TO YOUR RESOURCES AND THE INFORMATION OUTLINED IN THE OWNERS MANAUAL OF YOUR VEHICLECSM INQUIRED OF THE CURRENT STATUS OF HIS VEHICLECSUT ADVISED VEH IS REPAIRED BUT HE CALLED ROADSIDE ASSISTANCE FOR A TOW AT 12 AT NIGHT AND WAITED UNTIL 2AM IN THE MORNING TO BE PICKED UP AND ROADSIDE COULD NOT FIND HIM. HE THEN HAD TO PAY FOR HIS OWN TOW AND IS SEEKING THE BILL PAID FOR BY FORD CUST ADVISED HE CANNOT AFFORD TO PAY THE BILLCSM ADVISED CUSTOMER THAT IT HAS ALREADY BEEN DOCUMENTED BY THE CRC THAT CUSTOMER NEXT STEPS ARE TO PLEASE CONTACT ROADSIDE AT 800-241-3673 AND/OR MAIL RECEIPTS TOFORD ROADSIDE ASSISTANCEATTN: CLAIMS P.O. BOX 9145 MEDFORD, MA 02155PLEASE ALLOW UP TO 8 WEEKS FOR REIMBURSEMENT.CSM APOLOGIZED TO CUSTOMER FOR WHAT HE EXPERIENCED AND ADVISED THAT HIS CSM WOULD BE CONTACTING HIM THIS AFTERNOON BEFORE 5:00PM EST

EA11-003 000899LC

Action: CONCERN ADDRESSED
Dealer: 02530 PEGUES-HURST MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 55200 MI **Comm Type:** PHONE
Analyst Name: POTTER,GUY **Analyst:** GPOTTE14
Action Date: 07/22/2011 **Action Time:** 16.14.15.195 **Action Data:** Yes

Comments -IBC FROM THE DLRSP-SPOKE TO DOUG S/M-S/M STATES REPAIRS HAVE BEEN COMPLETED AND THE VEH HAS BEEN RELEASED TO THE CUST-S/M STATES THERE IS A TOW BIL CHARGE OF $80 AND S/M STATES HE WILL SUBMIT TO FORD FOR A REIMBURSEMENT-NO FURTHER ACTION REQUIRED FROM CSM-CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	96
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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EA11-003 000900LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name:[redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: Primary Phone: [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phor
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER
Dealer:
Odometer: 55000 MI
Analyst Name: BIGELOW, BRANDIE
Action Date: 05/05/2011
Comm Type: PHONE
Analyst: BBIGELO4
Action Time: 09.58.47.787
Origin Desc: MANUAL - PHONE CSR
Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	SPOUSE

Comments CUSTOMER SAID: **NO FLAG NO OFFER

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

Action: PUBLIC-PRIVATE OFFER
Dealer:
Odometer: 69000 MI
Analyst Name: KYLES, SHARA
Action Date: 07/12/2011
Comm Type: PHONE
Analyst: SKYLES2
Action Time: 13.24.14.363
Origin Desc: MANUAL - PHONE CSR
Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	SPOUSE

Comments CUSTOMER SAID: **NO OFFER **CUST HAS MANY VEH ISSUES

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

Action: PUBLIC-PRIVATE OFFER
Dealer:
Odometer: 70000 MI
Analyst Name: KYLES, SHARA
Action Date: 07/21/2011
Comm Type: PHONE
Analyst: SKYLES2
Action Time: 11.31.55.832
Origin Desc: MANUAL - PHONE CSR
Action Data: Yes

Comments CUSTOMER SAID: **CUST REQUESTING BUYBACK **NO OFFER

Data Element Name	Data Value
GENERAL REASON FOR CRC	

EA11-003 000901LC

CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

Action: PUBLIC-PRIVATE OFFER
Dealer:
Odometer: 70000 MI
Analyst Name: KOONS, THOMAS
Action Date: 07/22/2011
Comm Type: PHONE
Analyst: TKOONS
Action Time: 11.40.14.330
Origin Desc: MANUAL - PHONE CSR
Action Data: Yes

Comments CRC ADVISED: PUBLIC PRIVATE OFFER/ESPDUE TO AGENTS PROFESSIONAL JUDGMENT NO OFFER WAS MADE TO CUSTOMER BASED ON NATURE OF CALL AND PROBLEM IDENTIFIED AND/OR THAT CUSTOMER WAS UPSET/ANGRY/NEEDED ROADSIDE.

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	COVERAGE QUESTION - WARRANTY/RECALL/ESP
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

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EA11-003 000902LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name: [redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: LOSS OF POWER ACCELERATION Primary Phone: [redacted]
Reason Desc: CLP - OUT - FIN ASSIST - OBC Secondary Pho
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TOWING - NO ASSISTANCE - ESP
Dealer: 02530 PEGUES-HURST MOTOR COMPANY Origin Desc: US CONCERN CASE BASE
Odometer: 70000 MI Comm Type: PHONE
Analyst Name: RANCK, TINA Analyst: TRANCK1
Action Date: 07/22/2011 Action Time: 11.32.25.739 Action Data: Yes

Comments CUSTOMER SAID: = BROKEN DOWN MULTIPLE TIMES=CUST SAYS DLRSHIP HAS VEH READY TODAY AND HE LIVES 200/300 MILES AWAY=WANTS TO CLEAR THE TOWING BILL WAIVED OR PAID SO CUST CAN PICK UP VEH.=CUST WANTS TOWING BILL TAKEN CARE OF TODAY BEFORE HE LEAVES FOR DLRSP=THE HIGH PRESSURE FUEL PUMP WENT OUT **VEH LOSS OF POWER AND STOPPED **VEH IS IN THE SHOP AGAINDEALER SAID: PEGUES - HURST MOTOR CO200 SPUR 63LONGVIEW TX 75601(903) 232-2529CRC ADVISED: "PLEASE CONTACT ROADSIDE AT 800-241-3673 AND/OR MAIL RECEIPTS TOFORD ROADSIDE ASSISTANCEATTN: CLAIMS P.O. BOX 9145 MEDFORD, MA 02155PLEASE ALLOW UP TO 8 WEEKS FOR REIMBURSEMENT. "=CRC ADV OF ABOVE=CRC PLACE OBC TO CUST AFTER HANG UP=CRC ADV WIFE, MS[redacted]F ABOVE AND TRANSFERRED TO ROADSIDE

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

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EA11-003 000903LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - GENERAL/OTHER **Secondary Pho**
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: REFERRED BY DEALER
Dealer: 02530 PEGUES-HURST MOTOR COMPANY **Origin Desc:** MANUAL - PHONE CSR
Odometer: 70000 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 07/21/2011 **Action Time:** 11.32.41.021 **Action Data:** No

Comments CRC ADVISED: PEGUES - HURST MOTOR CO200 SPUR 63LONGVIEW TX 75601(903) 232-2529

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EA11-003 000904LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name:[redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: **Primary Phone:**[redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Pho**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Buyback Request

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 70000 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 07/21/2011 **Action Time:** 11.30.09.866 **Action Data:** No

Comments CUSTOMER SAID: -IBC FROM CUST-BROKEN DOWN 7 TIMES -HAD TO BE TAKEN APART -REQUESTING A BUYBACK -VEH BROKE DOWN IN TEXAS -TRUCK SHUT DOWN -WAS ADVISED COULDN'T FIND A TOW TRUCK FROM ROADSIDE ASSISTANCEGLENN POLK FORD MERCURY4320 N I-35GAINESVILLE TX 76240(800) 315-4647CRC ADVISED: CSR ADVISED AS PER OBC TO CSM SOMMEROBC TO SOMMER -ADVISED CSM GUY WILL BE HANDLING THE CASE FROM HERE -ADVISED GUY IS AWARE OF THE DETAILS AND ADVISED TO UPDATE THE CASE - ADVISED CUST THAT HE WILL CONTACT HER BY EOB TOMORROW CUST REQUESTING FOR CSM TO WORK WITH HUSBAND[redacted]

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EA11-003 000905LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name [redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: Primary Phone: [redacted]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Pho[redacted]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 69000 MI Comm Type: PHONE
Analyst Name: KYLES, SHARA Analyst: SKYLES2
Action Date: 07/12/2011 Action Time: 13.07.28.851 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	SPOUSE

Comments CUSTOMER PROFILE UPDATE

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 70000 MI Comm Type: PHONE
Analyst Name: KYLES, SHARA Analyst: SKYLES2
Action Date: 07/21/2011 Action Time: 11.14.34.123 Action Data: No

Comments CUSTOMER PROFILE UPDATE

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EA11-003 000906LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - HANGUPS **Secondary Pho**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: HANG-UP
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 70000 MI **Comm Type:** PHONE
Analyst Name: GELIN, JAMES **Analyst:** JGELIN
Action Date: 07/21/2011 **Action Time:** 10.58.27.142 **Action Data:** No

Comments CUSTOMER SAID: [redacted]BROKE DOWN LATE LAST NIGHT AND THE TRUCK AT LONG VIEW TEXAS- CAR IS CURRENTLY AT PEGUES - HURST MOTOR CO200 SPUR 63LONGVIEW TX 75601(903) 232-2529 - TECH HAVE NOT LOOK AT IT YET TO DIAGNOSIS PROBLEM- CAR HAS HAD MULTIPLE ISSUES AND IS CURRENTLY AT DEALERSHIP- 2010 F350 WITH 70,000MILES- REQUESTING A FORD TAKE THE CAR BACK- CUST HUNG UP CALLCRC ADVISED: CRC ADMITTED TO CALL CUST BACK BUT NO ANSWER[redacted]

Request Buy Back

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EA11-003 000907LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION **Secondary Pho**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** US CONCERN CASE BASE
Odometer: 70000 MI **Comm Type:** PHONE
Analyst Name: KISSOON, RANJIT **Analyst:** RKISSOON
Action Date: 07/13/2011 **Action Time:** 13.42.55.861 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	SPOUSE

Comments CUSTOMER SAID: - VEH AT THE DLR - CSM SUMMER- VEH BROKE DOWN OUT OF TOWN- VEH STILL HAS NOT BEEN DIAG - DLR ADV WAITING ON THE OKAY FROM THE CSM- BEEN TRYING TO CONTACT CSM BUT KEEP GETTING HER V/M- TRTYING TO GET MY TRAILER HOME- NOT COMFORTABLE WITH LEAVING THE TRAILER AT THE DLRDEALER SAID: SIKESTON MOTOR COMPANY1030 S MAINSIKESTON MO 63801(573) 471-1255CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)---ADV CUST DLR CAN NOT ISSUE A RENTAL TO TOW THE TRAILER DUE TO A LIABILITY ISSUE---AS PER HISTORICS- ADV CUST DLR TRYING TO GET THE VEH DIAG TODAY SO THEY CAN REPAIR THE VEH- ADV CUST S/M ADV WORKING TO GET VEH IN JUST HAVE OTHER THINGS SCHEDULED BEFORE------OBC TO DLR- SPOKE TO SCOTT S/M- ADV DOING THE BEST I CAN TO GET THE VEH DIAG- DOING ALL I CAN DO - IF HE CAN TAKE THE VEH TO ANOTHER DLR GO WITH THAT - DLR VERIFIED IT IS AN ANTIFREEZE LEAK- HAVE OTHER THINGS SCHEDULED THAT I HAVE TO GET DONE - HOPING TO GET VEH TAKEN CARE OF TODAY

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08084 SIKESTON MOTOR COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70000 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/13/2011 **Action Time:** 14.38.48.210 **Action Data:** No

Comments CSM LATOYA X7785LIVE IBC FROM CUSTOMER SEEKIGN ASSISTANCECSM ADVISED CUSTOMER TO CONTINUE WORKING WITH CSM SUMMER WHO MANAGES THIS REGION. CSM TRNASFERRED TO CSM SOMMER EXT

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EA11-003 000908LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880
Name[redacted] Owner Status: Original WSD: 2010-03-26
Symptom Desc: LOSS OF POWER CRUISE Primary Phone: [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phon[redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 07/01/2011

Action: TIER II ESCALATION - MR - FINANCIAL ASSIST FOR REPAIR
Dealer: 07967 FORD COUNTRY OF LEWISVILLE Origin Desc: US CONCERN CASE BASE
Odometer: 65000 MI Comm Type: PHONE
Analyst Name: WHITING, RICHARD Analyst: RWHITIN3
Action Date: 06/30/2011 Action Time: 12.04.50.998 Action Data: Yes

Comments CUSTOMER SAID: [redacted]UST STATES THAT THE TRUCK HAS NOT BEEN BEEN RIGHT SINCE IT LEFT THE PREVIOUS SERVICING DLR-CUST STATES THAT HE WAS TOLD BY CSM ASHLEY THAT IF THE TRUCK BROKE DOWN THAT FORD WOULD PAY THE DLR HE WENT TO AND CHARGE THE PREVIOUS DLR FOR THE REPAIR-CUST IS BROKE DOWN AGAIN AND SAYS THE ENGINE WAS POORLY PUT BACK TOGETHER BY THE PREVIOUS DLR-CUST WANTS TO GET TEH REPAIR TAKEN CARE OF WITHOUT PAYING ANYTHING OUT OF POCKETDEALER SAID: FORD COUNTRY OF LEWISVILLE1144 N. STEMMONS FREEWAYLEWISVILLE TX 75067(888) 300-943CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-[redacted]

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 07967 FORD COUNTRY OF LEWISVILLE Origin Desc: DEALER
Odometer: 65865 MI Comm Type: VISIT
Analyst Name: JOHN GODDARD Analyst: J-GODDA1
Action Date: 06/30/2011 Action Time: 15.08.03.034 Action Data: No

Comments VEHICLE DROPPED OFF TODAY AND CUSTOMER GOT RENTAL CAR....MULTIPLE CONCERNS---PROBABLY WILL NOT HIT SHOP TILL TUESDAY AT SOONEST...

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65865 MI Comm Type: PHONE
Analyst Name: JONES,LATOYA Analyst: LJONE358
Action Date: 07/01/2011 Action Time: 11.53.22.532 Action Data: Yes

Comments CSM LATOYA X7785INITIAL CASE REVIEW SHOWSCUST LTV 96NO OTHER VEH ON FILEUSA 2010 NEW 60/75,000 PREMIUMCARE W/ROADSIDE USA 2010 NEW 36/30K PREM MAINT(M&W)10K INTERVALNEW 60/100000 PREMIUMCARE W/ROADSIDE ALL ON FILEPREVIOUS HOTLINE CONTACTOBC TO CUSTOMER AND ADVISED OF ROLE CASE AND CONTACTCUST ADVISED VEH BROKE DOWN IN JOPLIN AND HE HAD A HIGH PRESSURE FUEL PUMP REPLACEMENTCUST ADVISED HE WAS GETTING 4 OR 5 MILES A GALLONCUST CAME BACK IN TOOWN MONDAY AND VEH LOST POWERCHECK ENGINE LIGHT WAS COMING ON AND OFFNOW THE TRANSMISSION IS SLIPPING AND VEH IS OVER HEATINGPREVIOUS DLRSHIP WAS FLETCHER FORDCUST ADVISED REAR AXLE IS LEAKING AND THERE ARE SEVERAL WEORKMANSHIP ISSUES WITH THE WORK DONE AT FLETCHERCUST ADVISED HE IS HAVING NOTHING BUT TROUBLE WITH THIS TRUCKCUST IS VERY UPSETCUST JUST HUNG UP WITH JOHN GODDARDCUST ADVISED DLR IS NOT GOING TO GET TO HIS TRUCK FOR ANOTHER WEEKCUST ADVISED HE IS TRYING TO GET AHOLD OF SOMEONE AT BILL UTTER TO GET THEM SOONERCUST ADVISED HE

EA11-003 000909LC

DOES NOT UNDERSTAND WHY FORD COUNTRY CANNOT PUT HIM AT THE FRONT OF THE LINE.CSM ADVISED CUSTOMER THAT IF THE DEALERSHIP WAS WORKING ON HIS VEHICLE THEY WOULD NOT PUSH HIS REPAIRS BACK BECAUSE SOMEONE ELSE WITH MORE IMPORTANT REPAIRS CAME INCSM ADVISED THAT CUST WOULD BE VERY UPSET IF THAT HAPPENED, CUST UNDERSTANDSCSM ADVISED THAT DLR WILL GET TO VEH AS SOON AS POSSIBLE WHICH ETA IS NEXT TUESDAY/WEDNESDAYCUST ADVISED HE WILL CAL AROUND TO OTHER DEALERSHIPS AND SEE IF THEY CAN GET TO HIS VEHICLE SOONER. CSM ADVISED OF CONTACT INFORMATIONFOLLOW UP TUESDAY 7/5 BEFORE 5:00

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-05-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DUPLICATE CASE
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65865 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/01/2011 **Action Time:** 12.31.34.740 **Action Data:** No

Comments OPEN 04 REGION CASE FOR THIS CUSTOMER CONCERNS. PLEASE REVIEW HISTORICALS

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65865 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/01/2011 **Action Time:** 12.34.09.109 **Action Data:** No

Comments CLOSED WRONG CASE. MEANT TO CLOSE THE DUPLICATE

Action: TRANSFER ISSUE
Dealer: 00779 GLENN POLKFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65865 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/01/2011 **Action Time:** 12.36.27.185 **Action Data:** No

Comments CSM LATOYA X7785CUST PURCHASED VEH FROM GLEBN POLK AND GLEN POLK HAS AGREED TO TRANSFER TAKE A LOOK AT THE CUSTOMERS VEHICLE THIS AFTERNOON. ROADSIDE IS TOWING THE CUSTOMERS VEHICLE AND SHOULD HAVE A DIAGNOSIS ON THE VEHICLE BY THIS AFTERNOON

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00779 GLENN POLKFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65865 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/05/2011 **Action Time:** 09.58.50.037 **Action Data:** Yes

Comments CSM LATOYA X7785LIVE IBC FROM CUSTOMER ADVISING LOOKING FOR INFORMATION REGARDING HIS REPAIRSOBC TO DLR AND CUSTOMER VEH HAS BEEN REPAIREDDLR IS SUBMITTING RENTAL RECEIPTS UNDR ESP AND REPAIRS ARE COVERED UNDER ESP ALSOOBC TO CUST AT SECONDARY NUMBER. LVM ADVISING AND RESET FOLLOW UP FOR THURSDAY 7/7 BEFORE 5:00PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-07-2011
TIME OF FOLLOW UP (HH:MM):	17:00

EA11-003 000910LC

Action: CONCERN RESOLVED
Dealer: 00779 GLENN POLKFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65865 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/07/2011 **Action Time:** 11.53.36.375 **Action Data:** Yes

Comments CSM LATOYA X7785OBC TO DLR AND WAS ADVISED VEH HAS BEEN REPARIED AND CUSTOMER HAS PICKED UPOBC TO CUST AND CUST DID NOT ANSWERCSM LEFT MESSAGE ADVISING CALLING TRO CONFIRM REPAIRSHOULD YOU HAVE ANY OTHER CONCERNS OR FEEDBACK FEEL FREE TO GIVE CSM A CALLNO FUIRTHER ACTION

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	96
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name:[redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: INDICATOR CHECK ENGINE **Primary Phone:**
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phor**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 65000 MI

Comm Type: INBOUND CUSTOMER EMAIL

Analyst Name: ALJI PALINGCOD (APALINGC)

Analyst: APALINGC

Action Date: 07/01/2011

Action Time: 22.25.04.387

Action Data: No

Comments CUSTOMER SAID: 1-5TWXU8-VEH IS 15 MONTHS OLD AND HAD 7 MAJOR REPAIRS -VEH IS IN THE SHOP AGAIN-NEED SOME HELP ON THIS ISSUE-AGAIN, THE CHECK ENGINE LIGHT CAME ON-VEH HAS NO POWER AND GETTING 4MPG SINCE 5/11/2011-DLRSHP REPLACE THE FUEL PUMP-TRANSMISSION IS SLIPPING AND REAR SEALS ARE LEAKING-ASKING FMC TO GET THE VEH BACK-SEEKING ASSISTANCE**********FORD COUNTRY OF LEWISVILLE1144 N. STEMMONS FREEWAYLEWISVILLE TX 75067(888) 300-943CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.--PLEASE CHECK CCST DOCUMENTATION--CSM FOLLOW UP ON 07-05-2011 --ADVISED CUST TO STAY IN CONTACT WITH THE CSM(UNABLE TO ATTACH)

Asking For Buyback

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EA11-003 000912LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name:[redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: LOSS OF POWER ACCELERATION **Primary Phone:**[redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phor**[redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 07/01/2011

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** US CONCERN CASE BASE
Odometer: 65000 MI **Comm Type:** PHONE
Analyst Name: LUKASIK, MELISSA **Analyst:** MLUKASI2
Action Date: 07/01/2011 **Action Time:** 11.45.46.893 **Action Data:** Yes

Comments CUSTOMER SAID: - THE CUST STATES THE CURRENT CONCERN IS THE SEVENTH MAJOR ISSUE THAT HE HAS HAD WITH THE VEH-- CURRENTLY THE VEH IS AT THE DLR FOR THE CONCERN- CUST WAS TRYING TO SPEAK WITH THE SM BECAUSE THERE IS A BACK UP THAT WILL KEEP THE DIAGNOSIS BACK UP FOR SEVEN DAYS.---------- SYMP: THE ISSUE STARTED IN MAY, AN AT THAT TIME THE DLR REPLACED THE FUEL PUMP, ONCE THE REPAIR WAS COMPLETED THE VEH HASNT WORKED CORRECTLY- CUST STATES THAT THE TRANSMISSION IS SLIPPING (ACCEL), CHECK ENGINE IS INTERMITANTLY FLASHING (SINCE TUES THE LIGHT HAS BEEN ON CONTINOUSLY), THERE IS A LOSS OF POWER, AND THERE IS A PROBLEM WITH THE REAR AXLE- CUST FOUND GREASE COMING FROM THE REAR AXLE OF THE VEH.----------= AT THIS TIME THE CUST IS SEEKING TO HAVE THE VEH ADDRESSED IN A MORE TIMELY FASHION**********C/W INFO:- NAME: ROCKY SWILLING-- RELATIONS: HUSB- TELE: 214/274/6123DEALER SAID: FORD COUNTRY OF LEWISVILLE1144 N. STEMMONS FREEWAYLEWISVILLE TX 75067(888) 300-943CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE---------- REVIEW THE CONCERNS WITH FLOOR WALKER KEVIN GARRET AND BASED OFF THE INFORMATION LISTED IN AWS WE DETERMINED THAT THE CASE SHOULD BE ESSCLATED AS A CUST PERCIEVES SINCE THERE IS DOCUMENTATION OF PRIOR REPAIRS RELATING TO THE SAME SYMPTOMS- AT THIS TIME THE CONNECTION TO THE CUST WAS LOST, AND THE CRC MADE ATTEMPT TO CONTACT THE CUST BACK TO PROVIDE FINAL RESOLUTION BUT WAS ONLY ABLE TO MAKE CONTACT TO THE V/M SYSTEM- WILL MAKE ADDITIONAL ATTEMPTS TO PROVIDE THE RESOLUTION

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: TRANSFER ISSUE
Dealer: 00779 GLENN POLKFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65000 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/01/2011 **Action Time:** 12.33.12.300 **Action Data:** No

Comments CSM LATOYA X7785CUST PURCHASED VEH FROM GLEBN POLK AND GLEN POLK HAS AGREED TO TRANSFER TAKE A LOOK AT THE CUSTOMERS VEHICLE THIS AFTERNOON. ROADSIDE IS TOWING THE CUSTOMERS VEHICLE AND SHOULD HAVE A DIAGNOSIS ON THE VEHICLE BY THIS AFTERNOON

Action: DUPLICATE CASE
Dealer: 00779 GLENN POLKFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 65000 MI **Comm Type:** PHONE
Analyst Name: JONES,LATOYA **Analyst:** LJONE358
Action Date: 07/01/2011 **Action Time:** 12.34.53.344 **Action Data:** No

Comments CSM IS ACTIVELY WORKING THIS CASE ALREADY VIA AN OPEN 04 REGION CASE. CLOSING AS

EA11-003 000913LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880

Name: [redacted] Owner Status: Original WSD: 2010-03-26

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Primary Phone: [redacted]

Issue Type: 01 INQUIRY Issue Status: CLOSED Secondary Pho [redacted]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 65000 MI Comm Type: PHONE Origin Desc: US CONCERN CASE BASE

Analyst Name: EATON, THERESA Analyst: TEATON17

Action Date: 06/30/2011 Action Time: 17.51.15.572 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	SPOUSE

Comments CUSTOMER SAID: -CUST CALLED IN ASKING ABOUT WHICH REP IS ASSIGNED TO HIS CASE-CUST HAD JUST SPOKEN WITH S/A FROM DLR AND WAS TOLD THEY WON'T DIAG THE VEH UNTIL GIVEN THE CLEARANCE TO DO SO FROM FORD-CUST TRYING TO FIND OUT WHAT'S GOING TO BE DONE-CUST WAS TOLD THE VEH CANNOT BE SEEN UNTIL AT LEAST THE END OF NEXT WEEK, WHICH IS TOO LONG FOR THE CUST TO WAITCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADV CUST ABOVE

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EA11-003 000914LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: CLIMATE CONTROL NOISE **Primary Phone:** [redacted]
Reason Desc: RAV - OTHER **Secondary Phon**
Issue Type: 08 RAV **Issue Status:** CLOSED

Action: ESP PREMIUM CARE PLAN

Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 24000 MI **Comm Type:** MAIL
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 07/19/2010 **Action Time:** 20.00.15.696 **Action Data:** No

Comments prem 60 75000 100ded

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EA11-003 000915LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880
Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-26
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS **Secondary Pho** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 07/08/2010

Action: TIER II ESCALATION - BUYBACK
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** US CONCERN CASE BASE
Odometer: 24000 MI **Comm Type:** PHONE
Analyst Name: MCMANUS PATRICIA **Analyst:** PMCMANU6
Action Date: 07/07/2010 **Action Time:** 16.27.25.460 **Action Data:** No

Caller Information If Different From Vehicle Owner:

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

Buy back Request

Comments CUSTOMER SAID: -CUST DROVE VEH OFF PARKING LOT AC WENT OUT WHEN HE BOUGHT-HIGH PITCHED NOISE ON TURBO AFTER SITTING FOR 6 DAYS-VEH JUST STOPPED ON FREEWAY-BURNING SMELL LIKE OIL OR SIMILAR-CUST LOOKING FOR BUYBACK, CUST FEELS THERE WILL BE A LOT OF PROBLEMSDEALER SAID: FORD COUNTRY OF LEWISVILLE1144 N. STEMMONS FREEWAYLEWISVILLE, TX 75067TEL:(888) 300-9434CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.-VEH AT DLR-BEST CONTACT NUMBER[redacted]-ANYTIME IS FINE TO CONTACT

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/08/2010 **Action Time:** 08.38.23.535 **Action Data:** No

Comments - AWS SHOWS ONE REPAIR FOR AC CONCERN AND ONE REPAIR FOR RCM REPLACEMENT. AC REPAIR COMPLETED 03-30-2010, RCM REPLACEMENT COMPLETED- 5-19-2010- HOLTINE REPORT # AESB4014 ADVISING TO REPLACE RCM. NO OTHER REPAIRS LISTED ON FILE. PER SM EMAIL FROM JOHN GODDARD-CURRENT ISSUE IS A COOLANT LEAK IN EGR AREA AND HAVE TO TEAR DOWN TO FINDISSUE-- WE ARE WORKING TO FIND OUT CAUSE.. THIS IS A NEW ISSUE TO THIS TRUCK.NO ESP OR RECALL ON FILE. -

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/08/2010 **Action Time:** 11.15.50.136 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2144979820	OTHER

EA11-003 000916LC

Buyback Request

Comments CCS KATHY X 7034 OBC TO CUSTOMER-[redacted]CONFIRMED WITH CUSTOMER CURRENT CONCERNS WITH VEHICLE, ADVISED PER DLRSHP DIAG WILL BE COMPLETED TOMORROW AM= CUSTOMER DISCUSSED PRIOR VEH AND CONCERNS,. ADVISED I WAS THE ONE WORKING WITH THEM,. ADDRESSED CUSTOMERS REQUEST FOR A BUYBACK- DENIED REQUEST- ADVISED WE WILL HONOR WARRANTY AND REPAIR VEHICLE. CUSTOMER ASKS IF WARRANTY ADJUSTS WHEN CONCERN IS PRESENT ADVISED IT DOES NOT REMAINS 5-100. ADVISED WILL FU TOMORROW BY 5PM CST

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-09-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/09/2010 **Action Time:** 10.45.46.751 **Action Data:** No

Comments SMALL COOLANT LEAK IN EGR COOLER.....COOLANT DAMAGE IN DOC AND DPF CONVERTERS AND REAR EGT IS OUT OF RANGE.....REPLACING ALL....HOPE TO HAVE DONE BY MONDAY...

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/09/2010 **Action Time:** 11.26.31.806 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	OTHER

Comments CCS KATHY X 7034- OBC TO CUSTOMER- CONFIRMED CONCERNS WITH VEHCLE. ADVISED ETA ON REPAIRS MONDAY - CUST EXPRESSED LOSS OF CONFIDENCE IN VEH DUE TO PRIOR CONCERNS- OFFERED 5-75 PREM CARE- EXPLAINED IF HE FEELS ADDITONAL COVERAGE IS NEEDED ON DIESEL HE CAN PURCHASE THE DIESELPLAN- EXPLAINED TIMELINE AND ELIGIBILITY ON THE 2 PLANS- CUSTOMER WILL LOOK INTO THAT ACCEPTS MY OFFER FOR THE PREM CARE 5-75- ADVISED FU MONDAY

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-12-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/12/2010 **Action Time:** 15.44.24.629 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ROCKY		SWILLING	2142746123	OTHER

Comments CCS KATHY X 7034 OBC TO DLRSHP - VEH REPAIRS COMPELTED- VEH BEING TEST DRIVEN- LM ON

EA11-003 000917LC

VM ADVISING DLRSHP WILL BE IN CONTACT TODAY FU SET FOR WEDNESDAY 07-14

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-14-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI
Comm Type: PHONE
Analyst Name: WASHINGTON,KIMBERLY
Analyst: KWASHI33
Action Date: 07/14/2010
Action Time: 13.38.18.340
Action Data: No

Comments KIM EXT 7719--OBC TO FORD COUNTRY, SPOKE WITH RECEPTIONIST AND SHE WAS FOWARDING THE MSG TO AN ADVISOR DUE TO THE MANAGER BEING OUT OF THE OFFICE.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI
Comm Type: PHONE
Analyst Name: WASHINGTON,KIMBERLY
Analyst: KWASHI33
Action Date: 07/14/2010
Action Time: 15.14.17.432
Action Data: No

Comments KIM EXT 7719-- OBC TO SA (RON), 2ND ATTEMPT, WAITING ON A CB REGARDING SUPER DUTY. FU WITH SA 7/15/2010.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07967 FORD COUNTRY OF LEWISVILLE
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI
Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN
Analyst: KJOHN195
Action Date: 07/14/2010
Action Time: 16.21.02.880
Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
			2144979820	OTHER

Comments PER SA RON- CUSTOMER PICKED UP 2 DAYS AGO- ALL IS FINE- OBC TO CUST- LM ON VM FU FOR FRIDAY- UPLOADED ESP

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-16-2010
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CONCERN RESOLVED
Dealer: 07967 FORD COUNTRY OF LEWISVILLE
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 24000 MI
Comm Type: PHONE
Analyst Name: HEANEY,KYLE
Analyst: KHEANEY1
Action Date: 07/16/2010
Action Time: 14.25.09.523
Action Data: Yes

EA11-003 000918LC

Comments ESP USED CONCERN RESOLVED CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	99
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

EA11-003 000919LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 592461880

Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-26

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

Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED **Secondary Pho** [redacted]

Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SUPERVISOR REQUEST LIVE CLOSE

Dealer: **Origin Desc:** MANUAL - PHONE CSR

Odometer: 1 MI **Comm Type:** PHONE

Analyst Name: BROWN (KBROW315),KAREN **Analyst:** KBROW315

Action Date: 07/08/2010 **Action Time:** 14.44.54.207 **Action Data:** No

Comments CRC ADVISED: [[CAST KAREN TOOK CALL LIVE]]*CUST SEEKING A BUYBACK *ADV CUST HE IS WORKING WITH CCST AND THEY ARE AT A REGIONAL LEVEL*ADV CUST HE WOULD NEED TO CONTINUE WORKING WITH THAT DEPT*PROVIDED CUST WITH KATHY'S PHONE NUMBER AND EXT XFERED OVER [[ESCALATION CLOSED]]

Buyback Request

Ford Confidential

EA11-003 000920LC

All Action Details for Issue

Print

VIN: 1FTWW3DR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880

Name: [redacted] Owner Status: Original WSD: 2010-03-26

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Primary Phone: [redacted]

Secondary Pho [redacted]

Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE - TOW - WHEEL LIFT
Dealer:
Odometer: 010000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 07/07/2010 Action Time: 20.32.30.744

Origin Desc: COACHNET - CAC

Action Data: No

Comments 10,000 MILES - TOW TO SERVICE - STALLED WHILE DRIV

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer:
Odometer: 023000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 07/07/2010 Action Time: 22.14.29.879

Origin Desc: CROSS COUNTRY MOTOR CLUB

Action Data: No

Comments DISPATCH REQUESTED

Ford Confidential

EA11-003 000921LC

EA11-003 000922LC

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 3

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	AESB4014 NHL			**Received:**	05/19/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F350 4X4 ,F350 ,CRWCAB ,PICKUP ,1FTWW3DR7AE[redacted]			**Build Date:**	12/01/2009
Odometer :	7,626 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 00779 Glenn Polk Ford			**Phone#:**	(940) 668-8770
City:	Gainesville	**State:**	Texas	**Country :**	USA

Originator: JEFF MILLER

Symptom: 2 27 4 00 AID/INFO,WNG IND/MESS/C,AIRBAG,UNKNOWN

Status:

VFG: V17 ELECTRICAL ASSESSORIES

Additional Symptom: AIRBAG LAMP ON

Fix: **Causal Component :**

Condition Code:

Hotliner: FSHEPHE2	**Phone:** 000 317-6305	**Regn Cd:** C1 Dallas
Engineering:	**Phone:**	**TAR:**
Dlr Contact: JEFF MILLER	**Phone:** 940 668-8770	**Title Cde:** T

EA11-003 000923LC

KOEO:
KOEC:
KOER:

Comments:

REPAIR 05/19/2010 03:30PM FRED SHEPHERD MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES HAS NO POWER, ALL LIGHTS ON DASH ARE ON IT. HAS TO CYCLE KEY A FEW TIMES TO CRANK AND START. DIAGNOSTICS: VERIFIED AIRBAG LIGHT ON, MIL ON, WRENCH LIGHT ON,CODES U0073-20, U0100:00-2A,U0151:00-2B,U0151-60,U0100-20,U0151-FF,U0073-FF,2263-FF.SELF TEST U0100:00-2A,U0151:00-2B,U0100-20-IC,U0151-60-IC PRESENT. ABS, PCM, RCM FAIL STANDARD MODULES PRESENT. INSPECTED C145 NO PRBLEM FOUND DISCONNECTED C237 RETEST NETWORK TO TRY AND ISOLATE CONCERN PCM, ABS, TCM, TURBO ACTUATOR NOW COMMUNICATING. RECONNECTED C237 AND RETESTED NETWORK ALL MODULES EXCEPT RCM COMMUNICATING. NO COMMUNICTION WITH RCM. R&R BOTH FRONT SEATS AND CENTER SEAT FOR ACCESS TO RCM . RETESTED NETWORK NOW HAVE COMMUNICATION WITH RCM. REMOVE CARPET TO INSPECT HARNESS HAVE TRACED VDB05/WH AND VDBO4/WH-BU FROM C237 TO C212 NO PROBLEM FOUND WITH HARNESS. UNABLE TO RECREATE LACK OF COMMUNICATION. ALL MODULES NOW PASS. PARTS REPLACED:: NONE TECH QUESTION: IS CONCERN IN HARNESS OR RCM MODULE OR BOTH ? CAN THIS CONCERN BE VERIFIED? NO PLEASE LIST ANY PIDS THAT ARE OUT OF RANGE BODY CONVERSION: NONE

RECOMM 05/19/2010 03:30PM FRED SHEPHERD MSS - FCSD - TECH SVC HOTLINE
HI JEFF, WE ARE NOT AWARE OF ANY WIRING OR RCM CONCERNS ON THIS VEHICLE. BOTH COULD CAUSE THE CONCERN YOU HAVE DESCRIBED HOWEVER, IF YOU HAD A CIRCUIT CONCERN, DISCONNECTING AND RECONNECTING THE RCM WOULD NOT HAVE RESOLVED THE COMMUNICATION ISSUE WITH THE OTHER MODULES ON THE NETWORK. IT IS POSSIBLE THERE COULD BE A TERMINAL CONCERN AT C310B. IF ALL TERMINALS AND CONNECTIONS TEST OK, SUSPECT AN INTERNAL RCM CONCERN AND REPLACE THE RCM. IF YOU NEED ADDITIONAL ASSISTANCE,

EA11-003 000924LC

PLEASE LET US KNOW. THANKS.

AUDIT **07/02/2011 10:57AM**

SYMPTOM 1 04 4 98 CHANGED TO 2 27 4 00 BY CS012093

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Requester: DALBANIC

Report Summary

Server: ECCWS686

Ford Proprietary, Private

19-Aug-2011

Retention: None

EA11-003 000925LC

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

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Report Detail Section : View Details | Attachments: 0

Report# :	AGHD5004 NHL			**Received:**	07/08/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F350 4X4 ,F350 ,CRWCAB ,PICKUP ,1FTWW3DR7AE[redacted]			**Build Date:**	12/01/2009
Odometer :	24,123 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 07967 Ford Country of Lewisville			**Phone#:**	(972) 221-2900
City:	Lewisville	**State:**	Texas	**Country :**	USA

Originator: THOMAS WILKIE

Symptom: 4 40 1 02 ST/RN/MV,STARTING,NO CRANK,ALWAYS

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: NO CRANK/COOLANT LOSS

Fix: N **Causal Component :**

Condition Code:

Hotliner: ZSOVA **Phone:** 313 322-1845 **Regn Cd:** C1 Dallas

Engineering: **Phone:** **TAR:**

Dlr Contact: THOMAS WILKIE **Phone:** 972 880-1694 **Title Cde:** SF

EA11-003 000926LC

KOEO:
KOEC: P242C
KOER:

Comments:

REPAIR 07/08/2010 02:19PM ZAK SOVA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: WILL NOT CRANK AND LOOSING COOLANT DIAGNOSTICS: EEC TEST PARTS REPLACED:: REAR EGT SENSOR TECH QUESTION: NEED INFO IS COOLANT BOTTLE FULL? NO PLEASE LIST ANY AFTERMARKET ADD-ONS POSSIBLY RESTRICTING AIR FLOW. NONE IS THEIR ANY COOLANT COMING OUT OF THE DEGAS BOTTLE? NO BODY CONVERSION: STOCK

RECOMM 07/08/2010 02:19PM ZAK SOVA MSS - FCSD - TECH SVC HOTLINE
THOMAS, TRY TO BAR THE ENGINE OVER BY HAND. IF THE ENGINE WILL NOT ROTATE, REMOVE THE GLOW PLUGS AND TRY TO BAR THE ENGINE OVER(POSSIBLY HYDRO-LOCKED). IF THERE IS COOLANT IN THE CYLINDERS, REMOVE THE EBP TUBE TO CHECK FOR COOLANT IN THE EXHAUST PIPE. IF COOLANT IS PRESENT, REMOVE AND BENCH TEST THE EGR COOLERS FOR LEAKS. IF YOU CAN BAR THE ENGINE OVER BY HAND, THE PCM MAY NOT ALLOW CRANKING DUE TO THE PREVIOUS P242C. WHEN THERE IS A EGT SENSOR OR CIRCUIT FAULT, THE PCM WILL PREVENT STARTING FOR APPROX 1HR. SOMETIMES THE TIMER WILL NOT RESET CORRECTLY AND NEEDS TO BE RESET MANUALLY. PLACE THE KEY IN THE RUN POSITION AND JUMP THE STARTER. THE ENGINE SHOULD CRANK AND START. NOW THE ENGINE SHOULD CRANK USING THE KEY.

REPAIR 07/08/2010 03:00PM COREY HAUTZINGER(FSE MSS - FCSD - REG - SEATTLE
THE CUSTOMER STATES THEY WERE DRIVING DOWN THE ROAD WHEN ALL OF THE SUDDEN WHITE SMOKE STARTED BILLOWING OUT OF THE EXHAUST AND THE TRUCK SHUT DOWN. THE COOLANT IS LOW AND THERE ARE WHITE DEPOSITS IN THE EXHAUST. THE EGR COOLERS HAVE BEEN BENCH TESTED OFF THE VEHICLE AND THEY PASS. OIL LEVEL IS GOOD AND THERE IS NO FLUID IN THE CAC. THE ENGINE RUNS FINE AT THIS TIME. THE EGT TEMP SENSOR WAS REPLACED TO REPAIR THE P242C CODE. WHEN THE SENSOR WAS REMOVED IT WAS FOUND TO BE

EA11-003 000927LC

COVERED IN WHITE RESIDUE.

RECOMM **07/08/2010 03:00PM COREY HAUTZINGER(FSE MSS - FCSD - REG - SEATTLE**

DUNK TEST THE EGR COOLERS IN A LARGE ENOUGH CONTAINER TO ALLOW THE COOLER TO BE ROTATED. BE SURE TO PERFORM THE TEST FOR AT LEASE 15 MINUTES CONCENTRATING ON THE HORIZONTAL COOLER AS IT IS THE MOST LIKELY ONE TO FAIL. IF NO CONCERNS FOUND TEST THE COOLERS HOT ON THE TRUCK BY GETTING THE ENGINE TO OPERATING TEMPERATURE THEN COMMAND THE EGR VALVE OPEN FOR 10 MINUTES. SHUT THE VEHICLE DOWN, PRESSURE TEST THE COOLING SYSTEM THEN REMOVE THE EBP TUBE TO CHECK THE EBP PORT FOR COOLANT. COOLANT IN THE EBP PORT IS AN INDICATION OF A LEAKING EGR COOLER. REPLACE THE LEAKING COOLER(S) AS NECESSARY THEN RETEST.

TECH/C **07/13/2010 03:45PM SURVEY ENTRY MSS - FCSD - TECH SVC HOTLINE**

TECH COMMENTS: HAVE NOT YET GIVE BACK TO CUSTOMER

AUDIT **07/02/2011 10:58AM**

SYMPTOM 6 01 3 93 CHANGED TO 4 40 1 02 BY CS012093

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Requester: DALBANIC
Report Summary
Server: ECCWS686

Ford Proprietary, Private

19-Aug-2011
Retention: None

EA11-003 000928LC

GCQIS Report Analysis

Report Summary

Report 3 of 3

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	BEQD8003 NHL			**Received:**	05/17/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F350 4X4 ,F350 ,CRWCAB ,PICKUP ,1FTWW3DR7AE[redacted]			**Build Date:**	12/01/2009
Odometer :	55,040 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 05759 Frank Fletcher Ford Lincoln			**Phone#:**	(417) 623-5660
City:	Joplin	**State:**	Missouri	**Country :**	USA

Originator: JOEL FORD
Symptom: 5 54 2 02 DRV PERF,LACK/LOSS PWR ,ACCEL,ALWAYS
Status:
VFG: V52 DRIVEABILITY
Additional Symptom: HPP DTC P0088
Fix: **Causal Component :**
Condition Code:

Hotliner: SPIENTON	**Phone:** 313 317-6329	**Regn Cd:** C4 Kansas City
Engineering:	**Phone:**	**TAR:**
Dlr Contact: JOEL FORD	**Phone:** 000 000-0000	**Title Cde:** SF

EA11-003 000929LC

KOEO: P0088
KOEC:
KOER:

Comments:

REPAIR 05/17/2011 03:54PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: LOSS OF POWER AND ENGINE LIGHT ON VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE: NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: PERFORMED TSB 11-4-22 AND DID NOT NOT KNOW I HAD TO HAVE APPROVAL FOR A TSB SO RO IS GETTING REJECTED SO CAN I PLEASE HAVE A APPROVAL # ????DO I HAVE TO HAVE A APPROVAL # FOR TSB??????????? TRUCK IS FIXED !!!!!!!!!!!!!! QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: HIGH PRES FUEL PUMP QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: GOOD QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: GOOD QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: NO QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: CLEAN QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER: OKAY QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER: POO88 PARTS REQUESTED: 6.4 HP PUMP - USE SECONDARY P&A CODE: 05759 RO#: 105488 RO DATE: 05/04/2011 RO LINE#: A CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM **05/17/2011 03:54PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE**
JOEL, COMPONENT APPROVAL IS STILL REQUIRED WHEN REPLACING THE HPP UNDER TSB 11-4-22. BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP. REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS

EA11-003 000930LC

8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">WORKSHOP MANUAL FOR
SERVICE INFORMATION. IF THE CAB CANNOT BE REMOVED, REFER TO THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/20/S8O34C09.HTM" TARGET="_BLANK">BODY ON PROCEDURE.
MAKE SURE TO PERFORM THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED
AS WELL AS THE
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS
8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED
ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE
FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE
REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT
REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE: PAAFN

AUDIT **07/02/2011 11:06AM**
SYMPTOM 6 14 5 93 CHANGED TO 5 54 2 02 BY CS012093

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Requester: DALBANIC 19-Aug-2011
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCWS686



CT Corporation

Service of Process Transmittal

06/10/2011
CT Log Number 518660076

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Notice(s), Attachment(s), Stipulation Form(s), Discovery Conference Form, Complaint, Exhibit(s), Cover Sheet, Cover Sheet Addendum and Statement
COURT/AGENCY:	Los Angeles County, Superior Court, Hill Street, CA Case # BC462046
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Breach of Warranty - 2009 Ford F550, VIN 1FDAX56R69E[redacted] - Vehicle stalled out while driving, battery light is on all the time, and batteries go dead when driving, front end shakes over bumps, parking brake doesn't hold well
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 06/10/2011 at 15:56
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Daniel S. Imber Imber & Bershin, LLP 9454 Wilshire Boulevard, Penthouse Beverly Hills, CA 90212 310.248.4884
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797197225062 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OFFICE OF THE GENERAL COUNSEL
11 JUN 14 P1:11
LITIGATION PRACTICE GROUP

Page 1 of 1 / MP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 to 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
GAGIK TRDATYAN d/b/a PLU TOWING

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 20 2011

John A. Clarke, Executive Officer/Clerk
By A. LaFLEUR-CLAYTON, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Los Angeles Superior Court
111 N. Hill Street
Los Angeles, CA 90012
Central District

CASE NUMBER:
(Número del Caso):
BC462046

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Imber & Bershin, LLP 310-248-4884
Daniel S. Imber
9454 Wilshire Boulevard, PH, Beverly Hills, CA 90212

DATE: *(Fecha)* JOHN A. CLARKE, Clerk, by *(Secretario)* AMBER LaFLEUR-CLAYTON, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]
MAY 20 2011

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☒ by personal delivery on *(date):* 6/10/11 2:48 pm

SUMMONS

American LegalNet, Inc.
www.FormsWorkflow.com

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CASE
Case Number _____ BC462046

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3©). There is additional information on the reverse side of this form.

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Carolyn B. Kuhl	1	534		Hon. Holly E. Kendig	42	416	
	Hon. J. Stephen Czuleger	3	224		Hon. Mel Red Recana	45	529	
	Hon. Luis A. Lavin	13	630		Hon. Debre Katz Weintraub	47	507	
	Hon. Terry A. Green	14	300		Hon. Elizabeth Allen White	48	506	
	Hon. Richard Fruin	15	307		Hon. Deirdre Hill	49	509	
	Hon. Rita Miller	16	306		Hon. John Shepard Wiley Jr.	50	508	
	Hon. Richard E. Rico	17	309		Hon. Abraham Khan	51	511	
	Hon. Rex Heeseman	19	311		Hon. Susan Bryant-Deason	52	510	X
	Hon. Kevin C. Brazile	20	310		Hon. John P. Shook	53	513	
	Hon. Zaven V. Sinanian	23	315		Hon. Ernest M. Hiroshige	54	512	
	Hon. Robert L. Hess	24	314		Hon. Malcolm H. Mackey	55	515	
	Hon. Mary Ann Murphy	25	317		Hon. Michael Johnson	56	514	
	Hon. James R. Dunn	26	316		Hon. Ralph W. Dau	57	517	
	Hon. Yvette M. Palazuelos	28	318		Hon. Rolf M. Treu	58	516	
	Pending Assignment	30	400		Hon. David L. Minning	61	632	
	Hon. Alan S. Rosenfield	31	407		Hon. Michael L. Stern	62	600	
	Hon. Mary H. Strobel	32	406		Hon. Kenneth R. Freeman	64	601	
	Hon. Charles F. Palmer	33	409		Hon. Mark Mooney	68	617	
	Hon. Amy D. Hogue	34	408		Hon. Ramona See	69	621	
	Hon. Daniel Buckley	35	411		Hon. Soussan G. Bruguera	71	729	
	Hon. Gregory Alarcon	36	410		Hon. Ruth Ann Kwan	72	731	
	Hon. Joanne O'Donnell	37	413		Hon. Teresa Sanchez-Gordon	74	735	
	Hon. Maureen Duffy-Lewis	38	412		Hon. Willliam F. Fahey	78	730	
	Hon. Michael C. Solner	39	415		**Hon. Emilie H. Elias***	**324**	**CCW**	
	Hon. Michelle R. Rosenblatt	40	414		other			
	Hon. Ronald M. Sohigian	41	417					

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S.Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the Outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

By _____, Deputy Clerk

EA11-003 000934LC

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (**Civil only**).

What Is ADR:
Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:
In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate
Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate
Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:
In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate
Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate
If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:
In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate
Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:
Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

Party Select Panel	The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged $150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
Random Select Panel	The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
Private Neutral	The market rate for private neutrals can range from $300-$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

[illegible]	[illegible]	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

EA11-003 000937LC

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

LACBA

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆Los Angeles County Bar Association Litigation Section◆

◆ Los Angeles County Bar Association Labor and Employment Law Section◆

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lasuperiorcourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

_____ JUDICIAL OFFICER

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 20 2011

John A. Clarke, Executive Officer/Clerk
By _____, Deputy
A.E. LaFLEUR-CLAYTON

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Fax: (818) 594-0852

Attorneys for Plaintiff GAGIK TRDATYAN D/B/A PLU TOWING

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BC462046

GAGIK TRDATYAN D/B/A PLU TOWING; Plaintiff, vs. FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 to 50, inclusive, Defendants.	Case No.: COMPLAINT: 1. BREACH OF WRITTEN CONTRACT; 2. REVOCATION OF ACCEPTANCE; 3. RESCISSION; 4. BREACH OF EXPRESS WARRANTY; 5. BREACH OF IMPLIED WARRANTY OF MERCHANTIBILITY; UNLIMITED JURISDICTION [Amount demanded exceeds $25,000] **JURY TRIAL DEMANDED**

PLAINTIFF GAGIK TRDATYAN D/B/A PLU TOWING hereby alleges and complains as follows:

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GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is an individual, residing in the City of Valencia, County of Los Angeles, in the State of California.

2. Defendant FORD MOTOR COMPANY (hereinafter referred to as "Ford"), is a Delaware Corporation authorized to do business in the State of California and at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford motor vehicles and related equipment, and was doing business in the City of Los Angeles, County of Los Angeles, California.

3. Lee-Smith, Inc., (hereinafter referred to as "Seller"), is a corporation, doing business in the County of Los Angeles, State of California, and, at all times relevant herein, a Manufacturer-authorized agent engaged in the business of selling/leasing and servicing and repairing Manufacturer's vehicles.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1through 50, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to set forth their true names and capacities when they have ascertained them. Further, Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiff as herein alleged.

5. On or about June 5, 2009, Plaintiff purchased a new 2009 Ford F550, VIN 1FDAX56R69EA41683, (hereinafter referred to as "Vehicle"), from Seller which was manufactured by Ford. A true and correct copy of the Sales Agreement is attached as **Exhibit "A"** and incorporated herein by this reference.

6. Along with the purchase of the Vehicle, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Ford and Seller.

7. Plaintiff has taken the Vehicle to the Ford's authorized agents/dealers, including Seller, on at least seven (4) separate occasions resulting in the Vehicle being out of service by

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reason of repair of nonconformities for over thirty (30) days. True and correct copies of the Repair Orders are attached as **Exhibit "B"** and incorporated herein by this reference. By way of example, and not by way of limitation, the defects and/or nonconformities with Plaintiffs' Vehicle include the following:

DATE	DAYS	MILEAGE	ORDER#	COMPLAINT
06/19/10	5	100	322535	Vehicle stalled out while driving and battery light is on all the time.
06/02/10	10	18,534	93193	Check engine light on, lacks power when at normal temp.
07/09/10	5	20,884	95022	Batteries go dead when driving, front end shakes over bumps, parking brake doesn't hold well
09/07/10	16	25,483	97999	Engine lacks power, check engine light on, uneven rear brake wear
01/13/11	n/a	33,483	005540	Replace hi pressure pump, replace hi pressure gasket, replace 8 injectors, flush fuel tank and lines, replace fuel filters

8. This action arises out of Defendants' misrepresentations, various breaches of warranties, and violations of statutes hereinafter alleged.

9. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages including interests, costs, and actual attorney's fees.

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FIRST CAUSE OF ACTION

(Breach of Written Contract Against All Defendants)

10. Plaintiff realleges each and every paragraph (1-9) and incorporate them by this reference as through fully set forth herein.

11. An express limited warranty of 2 years/unlimited miles from Ford accompanied the delivery of the Vehicle to Plaintiff. The Ford warranty also included 3 years/unlimited miles of Corrosion coverage. The limited warranties provided that Ford and Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

12. The limited warranties, given by Ford and adopted by the Seller when the Seller serviced and repaired the Vehicle created a contractual relationship between Ford, Seller and Plaintiff.

13. Ford and Seller have breached the expressed limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, failing to do so within the limited warranty coverage period, and within a reasonable time.

14. As a direct result of the acts and/or omissions of Defendants, and each of them, Plaintiff is entitled to the following: (1) A declaration that they receive a replacement Vehicle, or restitution of the amount actually paid or payable under the contract, at Plaintiff's option; (2) Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the Vehicle; (3) Return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants; (4) For incidental, consequential, exemplary and actual damages; (5) Costs and expenses, including actual attorneys' fees reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief the Court deems appropriate.

SECOND CAUSE OF ACTION

(Revocation of Acceptance Against All Defendants)

15. Plaintiff realleges each and every paragraph (1-14) and incorporate them by this reference as though fully set forth herein.

16. Plaintiff accepted the Vehicle without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the Vehicle by the difficulty of discovery of the above defects.

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

18. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be timely and/or reasonably cured.

19. The nonconformities substantially impaired the value of the Vehicle to the Plaintiff. Plaintiff has been deprived of the use of the Vehicle for more than thirty (30) days.

20. Plaintiff had previously notified Ford and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to California Commercial Code §2608 and demanded the refund of Plaintiff's purchase price for the Vehicle and out-of-pocket expenses.

21. Ford and Seller have nevertheless refused to accept return of the Vehicle and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

22. As a direct result of the Ford's and/or Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against Ford, declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance, for a refund of the purchase price paid by Plaintiff for the Vehicle, for cancellation of Plaintiff's retail installment contract and for payment in full to the creditor on the balance of the installment contract, for consequential, incidental and actual damages, costs, expenses, and prejudgment interest at the legal rate, and such other relief the Court deems appropriate.

THIRD CAUSE OF ACTION

(Rescission Against All Defendants)

23. Plaintiff realleges each and every paragraph (1-22) and incorporate them by this reference as though fully set forth herein.

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24. An express limited warranty covering 2 years of use from Ford, accompanied the delivery of the Vehicle to Plaintiff. The limited warranty provided the Ford and/or the Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

25. The limited warranties, given by Ford and adopted by the Seller when the Seller serviced and repaired the Vehicle created a contractual relationship between the Ford/Seller and Plaintiff.

26. Ford and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranties, have failed to do the same within the limited warranties' coverage periods, and within a reasonable time.

27. The acts and/or omissions of Ford and Seller have resulted in a failure of consideration justifying the rescission of the contract.

28. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, are not restored.

29. As a direct result of Ford's and/or Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to a judgment and the following relief against all Defendants:

(1) Rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiffs, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the Vehicle to the Defendants; (2) Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid equal for the purchase of the Vehicle; (3) Return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants; (4) For incidental, consequential, exemplary and actual damages; (5) Costs and expenses; (6) Prejudgment interest at the legal rate; and (7) such other relief the Court deems appropriate.

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FOURTH CAUSE OF ACTION

(Breach of Express Warranty Against All Defendants)

30. Plaintiff realleges each and every paragraph (1-29) and incorporate them by this reference as though fully set forth herein.

31. Each Plaintiff is a "Buyer" under the California Commercial Code §2103 (a).

32. Ford and Seller are "Merchants" under the California Commercial Code §2104 (1).

33. The Vehicle constitutes "Goods" under the California Commercial Code §2105.

34. This is a "Transaction in Goods," to which California Commercial Code §2102, 2105 are applicable.

35. Plaintiff's purchase of the Vehicle was accompanied by express warranties, written and otherwise, offered by Ford and Seller. Whereby said warranties were part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Ford/Seller for its purchase of the Vehicle.

36. In the express warranties, Ford warranted if any defects were discovered within certain periods of time (up to 24 months), Ford and/or Seller would provide repair of the Vehicle free of charge of Plaintiff under specific terms as stated in the express warranty.

37. In fact, Plaintiff discovered the Vehicle had defects and problems after Plaintiff purchased the Vehicle as discussed above.

38. Plaintiff notified Ford and/or Seller of the aforementioned defects.

39. Plaintiff has provided the Seller and/or Ford with sufficient opportunities to repair or replace the Vehicle.

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

41. Ford and/or Seller have failed to adequately repair the Vehicle and/or have not repaired the Vehicle in a timely fashion, and the Vehicle remains in defective condition.

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42. Even though the express warranties provided to Plaintiff limited Plaintiff's remedy to repair and/or adjustment of defective parts, the warranties failed of their essential purpose pursuant to California Commercial Code §2719 (2); and/or the above remedy is not the exclusive remedy under California Commercial Code §§2719 (1) (b).

43. The Vehicle continues to contain defects which substantially impair the value of the Vehicle to the Plaintiff.

44. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the Vehicle.

45. Ford and/or Seller induced Plaintiff's acceptance of the Vehicle by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

46. As a result of its many defects, the Plaintiff has lost faith and confidence in the Vehicle and the Plaintiff cannot reasonably rely upon the Vehicle for the ordinary purpose of sale, efficient and safe transportation and use of the Vehicle in recreational settings.

47. 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 Vehicle 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.

48. Ford and/or Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to California Commercial Code §§2313, 2711, 2714 and 2715.

49. As a direct result of Ford's and/or Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against Ford declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance, or a refund of the purchase price paid by Plaintiff for the Vehicle, for cancellation of Plaintiff's retail installment contract and payment in full of the balance of the

installment contract by Ford and/or Seller, for incidental, consequential, and actual damages, for costs, expenses, prejudgment interest at the legal rate, and for such other relief the Court deems appropriate.

FIFTH CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability Against All Defendants)

50. Plaintiff realleges each and every paragraph (1-49) and incorporates them by this reference as though fully set forth herein.

51. The Seller and/or Ford is a "Merchant" with respect to Vehicles under the California Commercial Code §2104 (1).

52. The Vehicle was subject to implied warranties of merchantability under California Commercial Code §2314, running from Ford and the Seller to the benefit of Plaintiff.

53. The Vehicle was not fit for the ordinary purpose for which such goods are used.

54. The defects and problems herein above described rendered the Vehicle unmerchantable.

55. The Seller and/or Ford failed to adequately remedy the defects in the Vehicle; and the Vehicle continues to be in an unmerchantable condition at the time of revocation.

56. As a direct result of the Seller's and/or Ford's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against Seller and/or Ford declaring acceptance has been properly revoked and for damages incurred in revoking acceptance, for damages occasioned by the breach of the implied warranty, for a refund of the purchase price paid by Plaintiff for the Vehicle, for cancellation of Plaintiff's installment contract and payment in full by Seller and/or Ford of the balance of the installment contract, for consequential, incidental, and actual damages, costs, expenses, prejudgment interest at the legal rate, and such other relief as the Court deems appropriate.

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WHEREFORE, Plaintiff prays for judgment against all Defendants and each of them, as follows:

AS TO THE FIRST, SECOND, THIRD, FOURTH AND FIFTH CAUSES OF ACTION

A. For Actual damages incurred by Plaintiff created by Defendants' acts and/or omissions in an amount to be proved at trial;

B. For incidental damages in an amount to be proved at trial;

C. For consequential damages in an amount to be proved at trial;

D. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants and/or to other parties under the installment contract for purchase;

E. For an order of Restitution;

F. For an order of Restitution re: the purchase agreement and retail installment contract requiring Defendants and each of them refund all monies paid by Plaintiff, and additionally terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the Subject Vehicle to the Defendants;

G. For costs of suit and expenses;

H. For pre-judgment interest at the legal rate; and

I. Such other relief the Court deems appropriate.

DATED: April 19, 2011

IMBER & BERSHIN, LLP

Daniel S. Imber, Esq.
Attorneys for Plaintiff
GAGIK TRDATYAN D/B/A PLU TOWING

EA11-003 000956LC

NAVISTAR FINANCIAL

Navistar Financial Corporation

COMMERCIAL LOAN AND SECURITY AGREEMENT (FOR NEW OR USED MOTOR VEHICLES AND EQUIPMENT)

65566200000097563

Agreement Date: 6/5/2009

The undersigned Borrower hereby applies to Navistar Financial Corporation ("Lender") for a loan of the Unpaid Balance shown below, on the following terms and conditions, in connection with the purchase from seller of the equipment described below (the "Goods"). Borrower hereby acknowledges delivery, inspection and acceptance of the Goods, represents that the Goods are being purchased for a business or commercial purpose and authorizes disbursement of loan proceeds to seller in payment for the Goods or other obligations of Borrower.

SELLER INFORMATION:

SELLER NUMBER: 655662-000
Lee-Smith, inc.
Chattanooga, TN
APPROVAL 01547915

BORROWER INFORMATION:

[redacted]
Glendale CA [redacted]
COUNTY: Los Angeles

SSN#/TAX-ID
XXX-XX-XXXX
CUSTOMER # [redacted]

DESCRIPTION OF EQUIPMENT

VEHICLE	NEW	MANUFACTURER	MODEL	SERIAL NUMBER	EQUIPMENT TYPE	UNIT PRICE	UNIT NUMBER
2009	New	Ford Div., Ford Motor Co	F550	1FDAX56R69E[redacted]		$68,508.33	

OTHER EQUIPMENT

2009	VULCAN	810	[redacted]

DESCRIPTION OF TRADE-IN

VEHICLE	MANUFACTURER	MODEL	SERIAL NUMBER	BODY TYPE	GROSS	LESS AMOUNT	TRADE-IN

INSURANCE COVERAGE

NO LIABILITY INSURANCE

PHYSICAL DAMAGE:

Physical Damage Insurance satisfactory to Lender is required. The Borrower may choose the person through which the insurance is to be obtained or provide such insurance through an existing policy subject to Lender's right to refuse to accept any such insurer for any reasonable cause.
If Physical Damage Insurance is included in this Agreement, the cost of insurance shall be as set forth in item 6a and the following coverage is provided for a term of months from the date of delivery.

Deductible Other Than Collision (Specified Perils, Comprehensive or Fire, Theft and Combined Additional Coverage, as per attached insurance application.)

Deductible Collision

Name of Physical Damage Insurance Company — Agent Name/Phone

Texas Residents Only: If physical damage insurance is obtained through the Lender and placed with a county mutual insurance company, the premium or rate of charge is not fixed or approved by the Texas State Board of Insurance.

CREDIT LIFE INSURANCE IS NOT REQUIRED.

If a charge is included in 6b it is understood that credit life insurance is requested in this Agreement and the Borrower signing below is the insured. Borrower hereby acknowledges receipt of a certificate containing the terms of such insurance through Agent:

Name of Credit Life Insurance Company — Agent Name/Phone

SALE ANALYSIS

1. CASH PRICE	$68,508.33
2. SALES AND OTHER TAXES	$6,342.11
3. CASH PRICE + TAX (1 + 2)	$74,850.44
4. a. CASH DOWN PAYMENT	$15,500.00
b. TRADE-IN (NET ALLOWANCE)	$0.00
TOTAL DOWN PAYMENT (a + b)	$15,500.00
5. UNPAID BALANCE OF CASH PRICE (3 LESS 4)	$59,350.44
6 a. PHYSICAL DAMAGE	$0.00
b. CREDIT LIFE INSURANCE	$0.00
c. TITLE AND OFFICIAL FEES	$1,300.00
d. DOCUMENTATION FEE	$55.00
e. OPTIONAL SERVICE/EXTENDED WARRANTY	$0.00
f. OTHER	$10.50
TOTAL OTHER CHARGES (Total of 6a to 6f)	$1,365.50
7. PRINCIPAL BALANCE (5 + 6)	$60,715.94
8.INTEREST CHARGES	$16,668.46
9. TOTAL PAYMENTS (7 + 8)	$77,384.40
10. DEFERRED PAYMENT PRICE (3 + 6 + 8)	$92,884.40

11. Payment Schedule - Borrower agrees to pay the Lender the TOTAL PAYMENTS (Item 9 above) as set forth below and payable on the same day of each successive month until paid in full:

# of Payments	Amount of Payment	Beginning	# of Payments	Amount of Payment	Beginning	# of Payments	Amount of Payment	Beginning
60	$1,289.74	7/5/2009						

FOR USE IN SOUTH CAROLINA ONLY: WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: BORROWER HEREBY EXPRESSLY AGREES THAT, SHOULD THE LENDER BE ENTITLED TO POSSESSION OF THE GOODS DESCRIBED ABOVE OR ITS PROCEEDS UNDER THE TERMS OF THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH (INCLUDING ANY FURTHER EXTENSIONS, RENEWALS, ETC.) BORROWER WAIVES ITS RIGHT TO NOTICE AND AN OPPORTUNITY TO BE HEARD PRIOR TO REPOSSESSION OF THE GOODS BY THE LENDER.

FOR USE IN TEXAS ONLY: TO CONTACT NAVISTAR FINANCIAL CORPORATION ABOUT THIS ACCOUNT CALL (630) 753-4000. THIS AGREEMENT MAY BE SUBJECT IN WHOLE OR IN PART TO TEXAS LAW WHICH IS ENFORCED BY THE CONSUMER CREDIT COMMISSIONER, 2601 NORTH LAMAR, AUSTIN, TEXAS 78705-4207; (800) 538-1579; WWW.OCCC.STATE.TX.US; AND CAN BE CONTACTED RELATIVE TO ANY INQUIRES OR COMPLAINTS.

NOTICE TO BORROWER: 1. Do not sign this Agreement before you read it or if it contains blank spaces. 2. You are entitled to a completely filled-in copy of the Agreement when you sign it. 3. You have the right: (a) to pay off in advance the full amount due which will include interest due up to the date of your next regularly scheduled payment, and to obtain a refund of any remaining interest which is calculated on a 30 over 360 day basis, unless another method is required by law; (b) to redeem the Goods if repossessed by default; (c) to require, under certain conditions, a resale of the Goods if repossessed. 4. If you desire to pay off in advance the full amount due, the amount of refund you are entitled to, if any, will be furnished upon request.

ADDITIONAL PROVISIONS

LATE PAYMENTS: In addition to promising to pay the "Total Payments" as set forth above, Borrower promises to pay past due interest accrued from maturity on each installment in default more than 10 days at the highest rate permitted by law. Borrower also agrees to pay all expenses actually incurred, including attorneys' fees and costs, in collecting any amount payable under this Agreement, all to the extent allowed by law.

PARTIES: As used herein, "Borrower" shall include all persons or entities who sign as "Borrower(s)." "Lender" shall mean Navistar Financial Corporation, its successors and assigns. "Affiliates" shall include all entities directly or indirectly controlling or controlled by, or under common control with Lender including but not limited to; Navistar Leasing Services Corporation and Navistar Leasing Company. Upon notice of assignment, Borrower agrees to make payments hereunder directly to assignee. Assignee shall be entitled to all rights of Lender free from any defense, set-off or counterclaim by the Borrower against the Lender, except as required by law. Seller shall not be the agent of Lender for transmission of payments or otherwise.

NO WARRANTIES BY LENDER: Borrower agrees that Lender is neither the seller nor the manufacturer of the Goods, and has not made and does not make any representation, warranty or covenant with respect to the Goods, either express or implied, written or oral, including but not limited to any representation, warranty or covenant with respect to condition, quality, safety, durability, merchantability, or fitness for a particular purpose. Borrower selected the Goods and hereby agrees that any and all claims that Borrower has or may in the future have against the seller and/or manufacturer shall not be asserted as an offset against Lender, including but not limited to any claims in product liability.

USE OF PROPERTY: Borrower shall hold and use the Goods at its risk and expense with respect to loss or damages, and taxes and charges of every kind; shall take proper care of the Goods and shall not abuse or misuse the same; shall not sell, assign or transfer its interest in the Goods or remove the Goods from the jurisdiction in which they now reside without the prior written consent of Lender; shall not use the Goods for any illegal purpose and shall not attach any of the Goods to any real estate or to any other property in such a manner as to become a part thereof. If Borrower fails to pay said taxes and said charges, Lender may, at its election, either do so and charge same to Borrower or treat such failure as a breach of condition of this agreement. Any amount so paid by the Lender shall become a part of the indebtedness secured hereunder.

PHYSICAL DAMAGE INSURANCE: If a cost for physical damage insurance is included in the Agreement, Borrower hereby assigns to Lender the right to cancel such insurance. If any insurance included in this Agreement is cancelled, whether by request of the Borrower or the Lender, or action of the Insurance Company, Lender is hereby authorized on behalf of Borrower to receive any unearned premium refund. If no cost of physical damage insurance is included in this Agreement, Borrower agrees to promptly insure the Goods at its own expense with a company acceptable to the Lender against loss by fire, theft and collision for the period of the term of this Agreement and in such amounts and upon such terms as are acceptable to Lender. Borrower specifically covenants to name Lender as loss payee as its interest may appear. Lender may, in its sole discretion, apply any proceeds of insurance received by it to any indebtedness owed by Borrower to Lender or its Affiliates.

PLACEMENT OF PHYSICAL DAMAGE INSURANCE: Unless Borrower provides Lender with evidence of the insurance coverage required by this Agreement, Lender may, but will not be obligated to, purchase insurance at Borrower's expense to protect Lender's interest in the Goods. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Goods. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained other insurance as required by the Agreement. If Lender purchases insurance for the Goods, Borrower will be responsible for the costs of such insurance including interest and any other charge Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Borrower's outstanding balance due and owing Lender under the Agreement. The cost of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

SECURITY INTEREST: In order to secure performance and payment of the loans made by Lender to Borrower and all of Borrower's obligations and indebtedness hereunder and of all other amounts due or to become due hereunder and to secure each and every other obligation or indebtedness of every kind and description and howsoever arising, now or hereafter owing by Borrower to Lender or its Affiliates, Lender hereby retains, and Borrower hereby grants, a purchase money security interest under the Uniform Commercial Code in and to the Goods described above, together with all replacements, repairs and accessions thereto and cash and the non-cash proceeds (including insurance proceeds) thereof. The security interest hereby granted is a separate, independent security interest that is in addition to, and not in substitution for, any and all security interests heretofore or hereafter granted by Borrower to Lender. This Agreement is not an amendment to or modification of, or a waiver or release by Lender of, any term, provision or condition of any other agreement between Borrower and Lender. Further, Lender hereby retains and Borrower hereby grants a security interest in the proceeds of any physical damage, credit life and or disability insurance for which a charge is stated above or which is supplied by Borrower, and if a charge for any such insurance has been included in this Agreement, a security interest in the refund of any unearned premiums in the event such insurance is terminated or canceled for any reason. Borrower will not grant any other security interest in and to the Goods described above, without the prior written consent of Lender. Borrower shall cause, or cooperate with Lender in causing, Lender's security interest in the Goods to become properly perfected under state law through filing of a financing statement or notation on appropriate perfection documents.

DEFAULT: For use in all states except Louisiana. Time is of the essence hereof and if Borrower defaults in any one of the payments on the loan or other payment provided for herein when due or breaches any other covenant or condition of this Agreement, or any other contract or agreement between Borrower and Lender or its Affiliates or if the Goods are levied upon, or Borrower becomes bankrupt or insolvent or a petition in bankruptcy is filed by or against the Borrower, then Lender may, in its sole option and discretion in any such event declare the total amount unpaid hereunder, including accrued delinquency charges, and excluding unearned interest, immediately due and payable and may take possession of the Goods in a lawful manner wherever found without notice, demand or legal process, or may require the Borrower to assemble the Goods and make them available to the Lender at a place to be designated by the Lender, and where not prohibited by law, may sell the same at public or private sale, with or without notice, at which sale Lender may become the purchaser, may deduct from the proceeds of any such sale all taxes and charges due on the Goods and all expenses of taking, removing, holding, repairing and selling the Goods, and may apply the net proceeds to any indebtedness of Borrower, returning to Borrower any surplus or holding Borrower liable for any deficiency; and in consideration of the use of the Goods and for diminution in saleable value thereof, Lender may retain all payments made; or Lender may pursue any other remedy provided by law. Lender may accept partial payments of any sum due without waiving or otherwise modifying the terms of this Agreement and the waiver by Lender of a breach of any condition of this Agreement shall not constitute a waiver of any subsequent breach whether or not of a like character. In the event of bankruptcy or other insolvency proceedings, in addition to the above remedies, the Lender shall be entitled to any rental or other income produced by the Goods prior to their release to Lender.

ADDITIONAL PROVISIONS - (Continued)

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DEFAULT: FOR USE IN LOUISIANA ONLY. Borrower does hereby confess judgment in favor of the Lender or any subsequent holder of this Agreement for principal, interest, attorney's fees, and costs; and does hereby declare that if any one of the payments on the loan or other payment provided for herein is not fully paid when due, if default be made in compliance with any condition or covenant herein, or proceedings in bankruptcy, insolvency or receivership be instituted by or against the Borrower, or if any action is taken looking toward the appointment of a receiver, syndic or curata of Borrower or if the property be used in violation of any state or Federal law, such violation shall constitute a breach of this Agreement which shall ipso facto be immediately due and exigible in its entirety and the Borrower may cause all and singular the goods herein described to be seized and sold under executory or other legal process in any court, without appraisement, to the highest bidder, payable cash. Borrower hereby specifically waives the three (3) day notice of demand provided by Article 2639 of the Louisiana Code of Civil Procedure and Notice of Appraisement set forth under Article 2723 of the Louisiana Code of Civil Procedure and all pleas of division and discussion and the benefit of appraisement or Lender may and is hereby authorized to take immediate possession of the goods wherever found without process of law and to hold same until the amount due and either at public or private sale without demand for performance or without notice to the Borrower, with or without having the Goocs at the place of sale. The Lender, or future holder of this Agreement, shall have the right to bid at any public sale. From the proceeds of any such sale, the Lender, or future holder of this Agreement, shall deduct all expenses for retaking, repairing and selling the Goods, inducing a reasonable attorney's fee. Pursuant to the authority of Louisiana Revised Statutes 9:5136 et. Seq., Borrower hereby appoints Lender, or its designee, to be keeper or receiver of the collateral herein described who, at its option, may take possession thereof and administer same immediately upon any seizure incident to any legal action brought by Lender. **Louisiana law permits repossession of motor vehicles without judicial process.**

CO-BORROWER: The obligation of any co-borrower hereunder shall be primary and the co-borrower shall be jointly and severally liable with the Borrower for payment in full of all amounts due or to become due pursuant to the terms and conditions of this Agreement.

GENERAL: Borrower hereby covenants that all facts and information contained herein and in the credit application are true and correct as of the date hereof and specifically warrants that there are no other amounts owing on the trade-in equipment except as may be indicated herein. Renewal, extension, or assignment of this Agreement shall not release Borrower or Co-Borrower from any obligations hereunder.

POWER OF ATTORNEY: Borrower hereby grants to Lender an irrevocable power of attorney and hereby irrevocably constitutes and appoints Lender as Borrower's attorney-in-fact, to take in the place and stead of and in the name of Borrower, in Lender's discretion, such actions as may be necessary or desirable to give effect to the purposes and intent of this Agreement or any other financing agreement between Borrower and Lender or Affiliates (collectively, the "Cross-Collateralized Agreements"), including without limitation: (a) executing, signing or filing, on Borrower's behalf, any financing statement, continuation statement or any other document related to the perfection or protection of the security interest hereby created, if allowed by law; and (b) receiving, endorsing and collecting any checks, drafts or other instruments in connection with any insurance proceeds, claims or settlements made in connection with or relating to the Equipment financed pursuant to any of the Cross-Collateralized Agreements until all amounts due to Lender from Borrower have been paid in full. The power of attorney and other rights and privileges granted hereby shall survive any dissolution, liquidation, insolvency or winding-up of Borrower.

SAVINGS CLAUSE: Should any provision of this Agreement be or become invalid, illegal, prohibited or unenforceable by law or otherwise, then such provision shall be void; however, such impairment shall not in any way invalidate or impair the remainder of this Agreement or any other of its provisions. If the rate of interest or other charges set forth hereunder shall exceed the applicable maximum, then such rate shall be reduced to such maximum and any excess interest or charge that may have been collected shall, at the option of the Borrower, either be refunded in cash or applied as a credit to unpaid principal. In no event shall Borrower be obligated to pay such excess charges.

APPLICATION OF PAYMENTS: Each payment received on the loan shall be applied first to accrued interest and delinquency charges and then to the balance of any amount financed then outstanding.

ACCEPTANCE BY LENDER, CHOICE OF LAW: This Agreement is not binding until accepted by Lender in Illinois. Except as prohibited by law, the construction and validity of this Agreement shall be controlled by the law of Illinois, where this Agreement is entered into, and applicable federal law. This Agreement is entered into in Illinois and all loans made by the Lender will be extended from Illinois.

WAIVER OF JURY TRIAL: BORROWER WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

All payments shall be paid to Lender at P.O. Box 96070, Chicago, IL 60693-6070 or as otherwise directed by Lender to Borrower in writing. Telephone inquiries should be directed to Navistar Financial Corporation (630) 753-4000. All other correspondence should be sent to Lender at P. O. Box 4024, Attn: FSC, Schaumburg, IL 60168-4024

Borrower has read and agrees to all terms, provisions and conditions contained in this three page Agreement, agrees that this Agreement contains the entire agreement between Borrower and Lender relating to this loan for the purchase of the Goods, and supersedes all previous agreements, except as to agreements between Borrower and Lender.

This Agreement is subject to the terms of the Retail Financing Arrangement between the Lender and Seller. Initial for:

Non-Recourse _____ Repurchase _____ Full Recourse _____

SELLER Lee-Smith, Inc.

[redacted]

TITLE CFO

LENDER'S ACCEPTANCE

Lender: Navistar Financial Corporation Accepted by Lender at:
425 North Martingale Rd, Schaumburg, IL 60173

NAME _____
(Print Name of signatory)

BY _____ DATE _____
(Authorized Representative)

BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY

NAME OF BORROWER: Gagik Trdatyan DBA PluTow

NAME [redacted]

BY [redacted] TITLE Owner
(Sole title. If partnership, a general partner must sign.)

NAME _____
(Print Name of signatory)

BY _____ TITLE _____
(Co-Borrower / Co-Signer / Guarantor)

POWER FORD
23920 Creekside Rd.
Valencia, CA 91355

23. Creekside Rd.
Valencia, CA 91355

005540

ESTIMATE

Page of Pages

NAME PLU TOW.	PHONE	DATE 1-13-11	TIME
ADDRESS		PREPARED BY	
YEAR 2009 MAKE FORD	MODEL F-550	TAG NO	ODOMETER 333483
SERIAL NO 1FDAX56R69 [redacted]	INSURANCE CO.		ADJUSTOR

REPLACE	REPAIR	DESCRIPTION	PARTS	LABOR	REFINISH	SUBLET
		REPLACE HI PRESSURE PUMP	1345.00			
		" " " GASKET	173.00			
		REPLACE 8 INJECTORS	3128.00	2700.00		
		FLUSH FUEL TANK AND LINES				
		REPLACE FUEL FILTERS	85.00			

PROPOSED WORK COMPLETION DATE

CUSTOMER INTENDED METHOD OF PAYMENT

DESCRIPTION OF CUSTOMER'S PROBLEM OR REQUEST FOR REPAIR WORK OR SERVICE

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above repairs and to charge DAILY STORAGE in the amount of $ / beginning with the 4th day after your notification that the repair work has been completed.

Signature: Date:

ESTIMATE CHARGE	$
TOTAL PARTS	$ 4334.00
TOTAL LABOR	$ 2700.00
TOTAL REFINISH	$
TOTAL SUBLET	$
TOWING	$
EPA/WASTE DISPOSAL	$
SUB TOTAL	$
SALES TAX	$ 484.27
TOTAL	$ 7892.27

PRINTED IN U.S.A.

EA11-003 000960LC

SUNRISE FORD

Where Integrity Has Meaning

5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
BAR REG# AKO72998
E.P.A.# CAD981441199

752266 322535

INVOICE

PAGE 1

[redacted]

GLENDALE, CA [redacted]
HOME: [redacted] US: [redacted]
CELL: [redacted]

[redacted] 21[redacted]9 [redacted]HAN [redacted]

	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	09	FORD F550 TRUCK	1FDAX56R69E[redacted]		100/100	T6539

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 22JUN09		105.50	CASH	23JUN09

R.O. OPENED	READY	OPTIONS:
12:37 19JUN09	10:23 23JUN09	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CUST STATES THE VEH STALLED OUT WHILE DRIVING AND BATTERY LIGHT IS ON ALL THE TIME
CAUSE: 100 BAD CELL 10654C1,10654C1A 60 PASS BATTERY BAD DTC 168JS AGKS0 986- ACES XEAES DRVRS BATTERY GOOD DTC 1EAJS X5RS0 83H REPLACE PASSENGER
10654C BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/10655) - L
2966 W95 0.20 (N/C)
1 BXT*65*750 BATTERY (N/C)
10654C1 BATTERY - REPLACE (10653/10654/10655) - L
2966 W95 0.20 (N/C)
FC: C25 42
PART#: BXT*65*750
COUNT:
CLAIM TYPE:
AUTH CODE: XEAES
6519

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

100 BAD CELL 10654C1,10654C1A 0.60 PASS BATTERY BAD DTC 168JS AGKS0 986/ ACES XEAES DRVR'S BATTERY GOOD DTC 1EAJS X5RS0 83H REPLACE PASSENGER BATTERY ONLY

****

B MULTI POINT INSPECTION
CAUSE: .
98P MULTI POINT INSPECTION
2966ICSPO 0.00 (N/C)

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

****

C** BATTERY CHECK GOOD
CAUSE: .
GBATT BATTERY CHECK GOOD
2966ICSPO 0.00 (N/C)

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS, NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

THIS IS YOUR RECEIPT AND CLAIM CHECK. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price; additionally I acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

SUNRISE FORD

Where Integrity Has Meaning

5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
BAR REG# AKO72998
E.P.A.# CAD981441199

752266 322535

INVOICE

PAGE 2

PLU TOW
[redacted]
GLENDALE, CA [redacted]
HOME: [redacted] BUS: [redacted]
CELL: [redacted]

SERVICE ADVISOR: 2149 PRASHAN YAPA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	09	FORD F550 TRUCK	1FDAX56R69E[redacted]		100/100	T6539

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			17:00 22JUN09		105.50	CASH	23JUN09

R.O. OPENED	READY	OPTIONS:
12:37 19JUN09	10:23 23JUN09	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D** BATTERY CHECK GOOD
CAUSE: .
GBATT BATTERY CHECK GOOD
2966ICSPO 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: (N/C) 0.00

****

E** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
2966ICSPO 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: (N/C) 0.00

****

EST: 0.00 19JUN09 12:37 SA: 214

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

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SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

THIS IS YOUR RECEIPT AND CLAIM CHECK. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

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I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price; additionally I acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

EA11-003 000962LC

01556

93193

INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

[redacted]NCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

[redacted]OME:
BUS:
CO

CONT:N/A
CELL:661-212-8508

SERVICE ADVISOR: 1583 GREGORY SPEER

MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE 09 FORD F550	1FDAX56R69E[redacted]		18534/18541	T677

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 02JUN10		0.00	CASH	11JUN10

R.O. OPENED	READY	OPTIONS:
16:13 02JUN10	14:42 11JUN10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHECK ENGINE LIGHT ON, LACKS POWER WHEN AT NORMAL TEMP, PER CUST ADVISE			
CAUSE: 18541 H.P.FUEL PUMP SELONIDES FAILED, CHECKED OUT VEHICLE AND RAN TESTS FOUND CODES P0087,P0088.RAN KOEO AND KOER TEST AND PASSED,CHECKED			
6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL			
ENGINE - DIAGNOSIS - L			
1546 WF			(N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION			(N/C)
CORE CHARGE W			(N/C)
1 8C3Z*9D930*AA WIRE ASY			(N/C)
1 8C3Z*9T514*C KIT - HARDWARE			(N/C)
2 8C3Z*6N640*B GASKET			(N/C)
3 VC*7*B F ANTI-FREEZE			(N/C)
1 8C3Z*6619*A GASKET			(N/C)
1 7C3Z*5A231*AC CLAMP			(N/C)
1 7C3Z*6L612*B GASKET			(N/C)
1 8C3Z*9G756*A SENSOR - FUEL INJECTOR PRESSUR			(N/C)
1 8C3Z*9G805*B 20140908 COVER - FUEL PUMP			(N/C)
1 8C3Z*9F759*AA WIRE ASY - FUEL PUMP			(N/C)
-1 8C3Z*9A543*B CORE RETURN			(N/C)
6005F1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L			
1546 WF			(N/C)
6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST			
1546 WF			(N/C)
6005F2 KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL SELF-TEST - TEST - L			
1546 WF			(N/C)
6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST - L			
1546 WF			(N/C)
6005F12 BOOST PRESSURE - TEST - L			
1546 WF			(N/C)

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
ADD'L REPAIRS OK'D BY IN PERSON PHONED
AUTHORIZED ADD'L REPAIRS $
DRIVER'S LIC. NO. OR I.D.
TOTAL $
DATE TIME
SIGNATURE X DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE ORIGINAL R.O. No.
PROBLEM CODES APPROVAL CODES MANAGEMENT CODE
1 2 3

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

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SERVICE FILE COPY

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93193

INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

SMOG STATION ☐

ARD 192643

EPA #CAD9816374(

[redacted]
NCIA, CA [redacted]
OME [redacted]
BUS: [redacted]

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR			VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		18534/18541	T677

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 02JUN10		0.00	CASH	11JUN10

R.O. OPENED	READY	OPTIONS:
16:13 02JUN10	14:42 11JUN10	DLR:01864 ENG:6.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	6005F13 FUEL CONTAMINATION - CHECK - L						
		1546	WF				(N/C)
	6005F18 ELECTRIC FUEL PUMP PRESSURE TEST - L						
		1546	WF				(N/C)
	6005F41 HIGH PRESSURE FUEL SYSTEM - TEST - L						
		1546	WF				(N/C)
	6005F45 DIESEL ENGINE PERFORMANCE - DIAGNOSTIC PIN POINT TEST - L						
		1546	WF				(N/C)
	6005PA 6.0/6.4 DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (6049/6051/9A543/9E527) - L						
		1546	WF				(N/C)
	6007B CAB ASSEMBLY - REMOVE AND INSTALL (1B24) - L						
		1546	WF				(N/C)
	6584AR GASKET - ROCKER ARM COVER - REMOVE AND INSTALL OR REPLACE (6K260/6584) - L						
		1546	WF				(N/C)
	6007B47 PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L						
		1546	WF				(N/C)
	6005E11 BLEED THE HIGH PRESSURE FUEL SYSTEM - L						
		1546	WF				(N/C)
	6005E14 MONITOR FRP SENSOR NO START TEST - L						
		1546	WF				(N/C)
	6005E19 FUEL SYSTEM DEBRIS CHECK - L						
		1546	WF				(N/C)
	MT14200A45 TEST, DIAG, WIRE LOOM						
		1546	WF				(N/C)

FC: E29 42
PART#: 8C3Z*9A543*B
COUNT:
CLAIM TYPE:
AUTH CODE: PAA9A

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
AUTHORIZED ADD'L REPAIRS $
TOTAL $
ADD'L REPAIRS OK'D BY
IN PERSON
PHONED
DRIVER'S LIC. NO. OR I.D.
DATE
TIME
SIGNATURE X
DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE
ORIGINAL R.O. No.
PROGRAM CODES
1
2
3

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

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SERVICE FILE COPY

1556

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INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

PAGE 3

SMOG STATION☐

ARD 192643

EPA #CAD9816374(

[redacted]

HOME: [redacted]

BUS:

SERVICE ADVISOR: 1583 GREGORY SPEER

COL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE 09 FORD F550	1FDAX56R69E[redacted]		18534/18541	T677

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 02JUN10		0.00	CASH	11JUN10

R.O. OPENED	READY	OPTIONS:
16:13 02JUN10	14:42 11JUN10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
1942			
MISC PRICEDIFF			
WP			(N/C)
FC:			
18541 H.P.FUEL PUMP SELONIDES FAILED. CHECKED OUT VEHICLE AND RAN TESTS FOUND CODES P0087,P0088.RAN KOEO AND KOER TEST AND PASSED,CHECKED FUEL PRESURE,FOR AIR IN FUEL AND FOR DEBRIS IN FUEL AND PASSED..CALLED HOTLINE AND WAS TOLD TO CHECK PIDS AND FALLOW PINPOINT TEST M TO DIAGNOISE,WAS LED TO PINPOINT TEST ME TO ME5 AND WAS TOLD TO REPLACE H.P.FUEL PUMP..REMOVED CAB TO AXCESS H.P.FUEL PUMP AND REPLACED H.P.FUEL PUMP COVER GASKET,PIG TAIL JUMPER AND REASSMBLED REPLACED FRP SENSOR AND WIRE LOOM UNDER RIGHT VALVE COVER..REPROGRAMED VEHICLE AND ROAD TESTED OK AT THIS TIME..MTIME IS TO REMOVE WIRES FOR TOWTRUCK PACKAGE AND REASSMBLE WIRES PROPERLY..APROVAL CODES FOR H.P. FUEL PUMP IS PAA9A..			
**********			
B DEALER OFFERED AND CUSTOMER APPROVED VISUAL MULTI POINT INSPECTION AS PER ATTACHED SHEET. DEALER WILL ADVISE CUSTOMER OF ANY RECOMMENDATIONS.			
CAUSE: VISUAL MULTI POINT INSPECTION PER ATTACHED SHEET			
MULTI-A DEALER OFFERED AND CUSTOMER APPROVED VISUAL MULTI POINT INSPECTION AS PER ATTACHED SHEET. DEALER WILL ADVISE CUSTOMER OF ANY RECOMMENDATIONS.			
1546 CP	0.00	0.00	
YTIRE TIRES 4/32 TO 6/32			
1546 CP	0.00	0.00	
DSWR WIPER BLADE REPLACEMENT RECOMMENDED - CUSTOMER DECLINED.			
1546 CP	0.00	0.00	
**********			
C CUSTOMER DECLINED ALL FORD RECOMMENDED MAINTENANCES AT THIS TIME. -			
02			
02FOZMENU CUSTOMER DECLINED ALL FORD RECOMMENDED			

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $

AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS O.K'D BY — IN PERSON / PHONED

AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D.

TOTAL $ — DATE — TIME

SIGNATURE X _____ DATE _____

X

SERVICE INSTALLED PARTS

ACCRUED MILEAGE — ORIGINAL R.O. No.

PROGRAM CODES — APPROVAL CODES — COMPONENT CODE

1 2 3

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

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556

93193

INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

PAGE 4

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		18534/18541	T677

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 02JUN10		0.00	CASH	11JUN10

R.O. OPENED	READY	OPTIONS: DLR:01864 ENG:6.4_Liter
16:13 02JUN10	14:42 11JUN10	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
MAINTENANCE5 AT THIS TIME. - 02							
1	546		CP			0.00	0.00

****

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $

AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS O.K'D BY — IN PERSON / PHONED

AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D.

TOTAL $ — DATE — YEAR

SIGNATURE X _____ DATE

X

SERVICE INSTALLED PARTS

ACCRUED MILEAGE — ORIGINAL R.O. No.

PROBLEM CODES — APPROVAL CODE — CONCERN CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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

Notice to Consumer: Please read important information on back.

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95022

INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

PAGE 1

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		20884/20889	T214

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13JUL10		0.00	CASH	13JUL10

R.O. OPENED	READY	OPTIONS:
11:07 09JUL10	17:24 13JUL10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A BATTERIES GO DEAD WHEN DRIVING PER CUST ADVISE
CAUSE: BATTERIES GO DEAD WHILE DRIVING . IDS DIAGNOISE NO CODES. TEST
ALTERNATOR OUT PUT PASSED . BOTH BATTERIES LEAKING ACID TEST
BATERIES FAILE
50 ENGINE ELECTRICAL - 50
1580 WF (N/C)
2 BXT*65*750 F BATTERY (N/C)
CORE CHARGE W (N/C)
-2 BXT*65*750 F CORE RETURN (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0635
20884 BATTERIES GO DEAD WHILE DRIVING . IDS DIAGNOISE NO CODES.
TEST ALTERNATOR OUT PUT PASSED . BOTH BATTERIES LEAKING ACID TEST
BATERIES FAILED REPLACED BOTH BATTERIES.
****

B FRONT END SHAKES OVER BUMPS PER CUST ADVISE
CAUSE: ROAD TEST VERIFY,INSPECT FRONT SUSPENSION,FOUND TRACK BAR LOOSE
RETORQUE FRONT SUSPENSION COMPONENTS,ROAD TEST VERIFY REPAIR
45 STEERING/SUSPENSION - 45
1352 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4641
20889 ROAD TEST VERIFY,INSPECT FRONT SUSPENSION,FOUND TRACK BAR
LOOSE RETORQUE FRONT SUSPENSION COMPONENTS,ROAD TEST VERIFY REPAIR
****

C PARKING BRAKE DOESNT HOLD WELL PER CUST ADVISE
CAUSE: INSPECT NORMAL OPERATION AT THIS TIME
40 BRAKES - 40
1352 WF (N/C)
FC: PART#: COUNT:

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS OK'D BY — IN PERSON / PHONED
AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D.
TOTAL $ — DATE — TIME
SIGNATURE X — DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE — ORIGINAL R.O. No.
PROGRAM CODES 1 2 3 — APPROVAL CODES — DEPARTMENT CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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

Notice to Consumer: Please read important information on back.

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INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

PAGE 3

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		20884/20889	T214

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13JUL10		0.00	CASH	13JUL10

R.O. OPENED	READY	OPTIONS:
11:07 09JUL10	17:24 13JUL10	DLR:01864 ENG:6.4_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	1352	-	CP			0.00	0.00

****

F** CUSTOMER REQUESTS BRAKE SERVICE (OEM) REPLACE BRAKE PADS OR SHOES, CLEAN AND ADJUST BRAKE SYSTEM, RESURFACE ROTORS, TOP OFF BRAKE FLUID LEVEL. - 02

CAUSE: 4X4 BRAKE PAD REPLACMENT WITH OEM PARTS

02POZSEKF CUSTOMER REQUESTS BRAKE SERVICE (OEM) REPLACE BRAKE PADS OR SHOES, CLEAN AND ADJUST BRAKE SYSTEM, RESURFACE ROTORS, TOP OFF BRAKE FLUID LEVEL. - 02

	1352	CP			210.00	210.00
1	9C3Z*2001*A	E	KIT - BRAKE LINING	83.30	83.30	83.30
1	10121		PARTS WASHER	3.95	3.95	3.95
1	H209		BRAKE SVCS. HAZ MAT FEE	1.91	1.91	1.91
2	5C3Z*1125*CA		ROTOR ASY	162.36	162.36	324.72

20889 RELINE FRONT BRAKES REPLACE BOTH FRONT ROTORS

****

EST: 364.00 12JUL10 15:31 SA: 1583

EST: 690.00 13JUL10 15:34 SA: 1583
CONTACT: GREG (661)257-7757
GREG OKD BRAKE ROTORS FOR 326.00

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
AUTHORIZED ADD'L REPAIRS $
TOTAL $
ADD'L REPAIRS OK'D BY
IN PERSON
PHONED
DRIVER'S LIC. NO. OR I.E.
DATE
TIME
SIGNATURE X
DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE
ORIGINAL R.O. No.
PROBLEM CODES
APPROVAL CODE
CONCERN CODE
1
2
3

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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40.17

DESCRIPTION	TOTALS
LABOR AMOUNT	210.00
PARTS AMOUNT	413.88
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	623.88
LESS INSURANCE	0.00
SALES TAX	40.17
PLEASE PAY THIS AMOUNT	664.05

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POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
[redacted]

INVOICE

[redacted]

PAGE 1

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		25483/25493	T932

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10

R.O. OPENED	READY	OPTIONS:
16:15 07SEP10	16:41 22SEP10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A DIESEL ENGINE LACKS POWER, CHECK ENGINE LIGHT ON PER CUST ADVISE			
CAUSE: CHECKED OUT VEHICLE AND RAN TESTS FOUND CODES			
P0003,P0297,P115A..RAN KOEO AND KOER TESTS AND HAD CODE P0003			
COME BACK CALLED HOTLINE AND W			
6005E11 BLEED THE HIGH PRESSURE FUEL SYSTEM - L			
1546 WF			(N/C)
1 8C3Z*9275*R SENDER ASY - FUEL TANK			(N/C)
1 8C3Z*9A543*B PUMP ASY - FUEL INJECTION			(N/C)
CORE CHARGE W			(N/C)
1 8C3Z*9G805*B 20140908 COVER - FUEL PUMP			(N/C)
1 8C3Z*9F759*AA WIRE ASY - FUEL PUMP			(N/C)
3 VC*7*B F ANTI-FREEZE			(N/C)
2 8C3Z*6N640*A GASKET			(N/C)
2 8C3Z*6N640*B GASKET			(N/C)
1 7C3Z*6L612*B GASKET			(N/C)
1 7C3Z*5A231*AC CLAMP			(N/C)
12 *W302649* BOLT			(N/C)
-1 8C3Z*9A543*B CORE RETURN			(N/C)
2 *388898*S F SEAL			(N/C)
6005E14 MONITOR FRP SENSOR NO START TEST - L			
1546 WF			(N/C)
6005E19 FUEL SYSTEM DEBRIS CHECK - L			
1546 WF			(N/C)
6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL			
ENGINE - DIAGNOSIS - L			
1546 WF			(N/C)
6005F1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L			
1546 WF			(N/C)
6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST -			
L EXTRA TIME TO REPEAT FINAL QUICK TEST			
1546 WF			(N/C)
6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST			
- L			
1546 WF			(N/C)

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS OK'D BY — IN PERSON / PHONED
AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D.
TOTAL $ — DATE — TIME
SIGNATURE X _____ DATE _____
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE — ORIGINAL R.O. No.
PROGRAM CODES 1 2 3 — INTERNAL CODES — COMMITMENT CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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

Notice to Consumer: Please read important information on back.

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INVOICE

POWER FORD VALENCIA
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

PAGE 2

SMOG STATION ☐

ARD 192643

EPA #CAD98163740

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		25483/25493	T932

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10

R.O. OPENED	READY	OPTIONS:
16:15 07SEP10	16:41 22SEP10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
6005F12 BOOST PRESSURE - TEST - L			
1546 WF			(N/C)
6005F13 FUEL CONTAMINATION - CHECK - L			
1546 WF			(N/C)
6005F18 ELECTRIC FUEL PUMP PRESSURE TEST - L			
1546 WF			(N/C)
6007B CAB ASSEMBLY - REMOVE AND INSTALL (01B24) - L			
1546 WF			(N/C)
6005PA 6.0/6.4 DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (6049/6051/9A543/9E527) - L			
1546 WF			(N/C)
6584AT GASKET - ROCKER ARM COVER - REMOVE AND INSTALL OR REPLACE (6584/6K260) - L			
1546 WF			(N/C)
6007B47 PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L			
1546 WF			(N/C)
6005E2 KEY ON ENGINE OFF - KOEO CHECK - TEST - L			
1546 WF			(N/C)
9002A FUEL TANK - REMOVE AND INSTALL (9076) - L			
1546 WF			(N/C)
9002A4 FUEL GAUGE TANK UNIT OR SEAL - REPLACE (9A299) - L			
1546 WF			(N/C)
FC: D42 42			
PART#: 8C3Z*9A543*B			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
1942			
MISC 5.899 GAL GAS			
WF			(N/C)
FC:			

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 8:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
ADD'L REPAIRS OK'D BY IN PERSON PHONED
AUTHORIZED ADD'L REPAIRS $
DRIVER'S LIC. NO. OR I.D.
TOTAL $
DATE TIME
SIGNATURE X DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE ORIGINAL R.O. No.
PROGRAM CODES
1 2 3

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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

Notice to Consumer: Please read important information on back.

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POWER FORD VALENCIA
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		20884/20889	T214

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13JUL10		0.00	CASH	13JUL10

R.O. OPENED	READY	OPTIONS:
11:07 09JUL10	17:24 13JUL10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
CLAIM TYPE:			
AUTH CODE:			
4641			
20889 INSPECT NORMAL OPERATION AT THIS TIME			
**********			
D DEALER OFFERED AND CUSTOMER APPROVED VISUAL MULTI POINT INSPECTION AS PER ATTACHED SHEET. DEALER WILL ADVISE CUSTOMER OF ANY RECOMMENDATIONS.			
CAUSE: VISUAL MULTI POINT INSPECTION PER ATTACHED SHEET.			
MULTI-A DEALER OFFERED AND CUSTOMER APPROVED VISUAL MULTI POINT INSPECTION AS PER ATTACHED SHEET. DEALER WILL ADVISE CUSTOMER OF ANY RECOMMENDATIONS.			
1352 CP		0.00	0.00
GBK DEALERSHIP ADVISED CUSTORMR FRONT AND OR REAR BRAKES WHERE INSPECTED AND CURRENTLY MEASURE AT 5MM OR GREATER, REAR DRUMS MEASURE 2MM OR GR			
1352 CP		0.00	0.00
YTIRE TIRES 4/32 TO 6/32			
1352 CP		0.00	0.00
DSNT DEALERSHIP ADVISED CUSTOMER TIRES AT 6 32NDS OR LESS AND NEED INSPECTION AND POSSIBLE REPLACEMENT NEXT SERVICE OR 6 MONTHS WHICHEVER COMES			
1352 CP		0.00	0.00
GBATT BATTERY CHECKED AND OK AT THIS TIME			
1352 CP		0.00	0.00
20889 MULTI POINT			
**********			
E CUSTOMER DECLINED ALL FORD RECOMMENDED MAINTENANCES AT THIS TIME. - 02			
02FOZMENU CUSTOMER DECLINED ALL FORD RECOMMENDED MAINTENANCES AT THIS TIME. - 02			

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $

AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS OK'D BY — IN PERSON — PHONED

AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D. — DATE — TIME

TOTAL $

SIGNATURE X _____ DATE

X

SERVICE INSTALLED PARTS — ACCIDENT MILEAGE — ORIGINAL R.O. No.

PROGRAM CODES 1 2 3 — APPROVAL CODE — DEPARTMENT CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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

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INVOICE

POWER FORD VALENCIA

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VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

PAGE 3

SMOG STATION ☐

ARD 192643

EPA #CAD98163740

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		25483/25493	T932

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10

R.O. OPENED	READY	OPTIONS:
16:15 07SEP10	16:41 22SEP10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
25491 H.P.PUMP AND WIRING FAILED CHECKED OUT VEHICLE AND RAN TESTS FOUND CODES P0003,P0297,P115A..RAN KOEO AND KOER TESTS AND HAD CODE P0003 CONE BACK CALLED HOTLINE AND WAS TOLD TO REMOVE,CHECK AND REPLACE FUEL TANK SENDING UNIT DUE TO ISSUES WITH IMPROPER READINGS..DID SO AND NO CHANGE AND STILL CODE P0003..DID FUEL PRESURE CHECK AND PASSED.CHECKED FRP SENSOR AND PASSED.REMOVED BOTH VALVE COVERS TO DO DEBREIS TEST AND PASSED.DID PINPOINT TEST ME AND REMOVED CAB TO CHECK AND REPLACE H.P.PUMP,PUMP COVER GASKET AND JUMPER(THEY OHM TESTED OK)TOLD HOTLINE READINGS AND GOT OK TO REPLACE H.P.PUMP AND RELATED PARTS(APPROVAL CODE:PAANS).REPLACED AND REASSMBLED VEHICLE CLEARED CODES AND ROAD TESTED AND RECHECKED FOR CODES AND NONE FOUND AT THIS TIME..			
**********			
B UNEVEN REAR BRAKE WEAR PER CUST ADVISE ONLY			
CAUSE: BRAKE INSPECTION 14MM-3MM REAR UNEVEN LEFT SIDE RIGHT SIDE 10MM REAR REPLACE REAR PADS ANS HARDWARE,REPLACE LEFT REAR CALIPER			
2001BE BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC - INSPECT (2200) - L			
1352 WF			(N/C)
1 5C3Z*2B121*BA CALIPER ASY - BRAKE - LESS PAD			(N/C)
CORE CHARGE W			(N/C)
1 PM*1*C F FLUID - BRAKE			(N/C)
1 9C3Z*2001*A E KIT - BRAKE LINING			(N/C)
-1 5C3Z*2B121*BA CORE RETURN			(N/C)
2001B1BB BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC - REPLACE (2200) - L			
1352 WF			(N/C)
2001B8B CALIPER ASSEMBLY - REPLACE (2B121) - L			
1352 WF			(N/C)
FC: H20 42			
PART#: 5C3Z*2B121*BA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
ADD'L REPAIRS OK'D BY IN PERSON PHONED
AUTHORIZED ADD'L REPAIRS $
DRIVER'S LIC. NO. OR I.D.
TOTAL $
DATE TIME
SIGNATURE X DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE ORIGINAL R.O. No.
PROGRAM CODES APPROVAL CODE COMMITMENT CODE
1 2 3

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

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SERVICE FILE COPY

97599

INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

PAGE 4 SMOG STATION ☐

ARD 192643 EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD F550	1FDAX56R69E[redacted]		25483/25493	T932

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10

R.O. OPENED	READY	OPTIONS:
16:15 07SEP10	16:41 22SEP10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
4641			
25493 UNEVEN WEAR REAR BRAKES WORN BINDING CALIPER BRAKE INSPECTION			
14MM/3MM REAR UNEVEN LEFT SIDE RIGHT SIDE 10MM REAR REPLACE REAR PADS			
ANS HARDWARE,REPLACE LEFT REAR CALIPER			
**********			
C DEALER OFFERED AND CUSTOMER APPROVED VISUAL MULTI POINT INSPECTION AS			
PER ATTACHED SHEET. DEALER WILL ADVISE CUSTOMER OF ANY			
RECOMMENDATIONS.			
CAUSE: VISUAL MULTI POINT INSPECTION PER ATTACHED SHEET			
MULTI-A DEALER OFFERED AND CUSTOMER APPROVED			
VISUAL MULTI POINT INSPECTION AS PER			
ATTACHED SHEET. DEALER WILL ADVISE CUSTOMER			
OF ANY RECOMMENDATIONS.			
1565 CP	0.00	0.00	
25493 MULTI			
**********			
D DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE			
SERVICE			
CAUSE: TIRE PRESSURE CHECK PER MANUFACTURER'S SPECIFIACTIONS			
TPC DEALER OFFERED AND CUSTOMER APPROVED TIRE			
PRESSURE CHECK AND INFLATE SERVICE			
1565 CP	0.00	0.00	
25493 SET PRESSURE 95/100 PSI			
**********			
E** PER CUSTOMER REQUEST CHANGE ENGINE OIL AND FILTER DIESEL. CHANGED			
OIL AND FILTER, PERFORMED MULTI POINT INSPECTION AS PER FORD			
SPECIFICATIONS. - 02			
02FOZDIE60 PER CUSTOMER REQUEST CHANGE ENGINE OIL			
AND FILTER DIESEL. CHANGED OIL AND FILTER,			
PERFORMED MULTI POINT INSPECTION AS PER FORD			
SPECIFICATIONS. - 02			
1565 CP	58.97	58.97	
1 FL*2016* F KIT - ELEMENT & GASKET - OIL F	29.00	18.26	18.26
15 15W40QSD	3.95	2.00	30.00

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
ADD'L REPAIRS OK'D BY
IN PERSON
PHONED
AUTHORIZED ADD'L REPAIRS $
DRIVER'S LIC. NO. OR I.D.
TOTAL $
DATE
TIME
SIGNATURE X
DATE
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE
ORIGINAL R.O. No.
PROGRAM CODES
APPROVAL CODES
CUSTOMER CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

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SERVICE FILE COPY

[redacted]

97999

INVOICE

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

PAGE 5

SMOG STATION ☐

ARD 192643

EPA #CAD9816:

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	T
WHITE	09	FORD F550	1FDAX56R69E[redacted]		25483/25493	T9:

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10

R.O. OPENED	READY	OPTIONS:
16:15 07SEP10	16:41 22SEP10	DLR:01864 ENG:6.4_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
1 H109 LOF HAZ MAT FEE	1.16	1.16	1.16
25491 LOF			
**********			
P** REPLACE 6.0 DIESEL FUEL FILTER PER CUSTOMER REQUEST. - 02			
CAUSE- REPLACE 6.0 DIESEL FUEL FILTER			
02POZDFL6 REPLACE 6.0 DIESEL FUEL FILTER PER			
CUSTOMER REQUEST. - 02			
1565 CP	0.00	0.00	
**********			

EST: 235.00 10SEP10 14:54 SA: 1583

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
AUTHORIZED ADD'L REPAIRS $
TOTAL $
ADD'L REPAIRS OK'D BY
IN PERSON
PHONED
DRIVER'S LIC. NO. OR I.D.
DATE
TIME
SIGNATURE X
DATE
X
SERVICE WRITER/ALLIED PARTS
ACCRUED MILEAGE
ORIGINAL R.O. No.
PROGRAM CODES
1
2
3
APPROVAL CODES
CONCERN CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

4.71

DESCRIPTION	TOTALS
LABOR AMOUNT	58.97
PARTS AMOUNT	49.42
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	108.39
LESS INSURANCE	0.00
SALES TAX	4.71
PLEASE PAY THIS AMOUNT	113.10

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
IMBER & BERSHIN, LLP
Daniel S. Imber, State Bar No. 185425
9454 Wilshire Boulevard, Penthouse
Beverly Hills, CA 90212
TELEPHONE NO.: 310.248.4884 FAX NO.: 866.243.8084
ATTORNEY FOR (Name): Plaintiff Gagik Trdatyan d/b/a PLU Towing

FOR COURT USE ONLY

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 20 2011

John A. Clarke, Executive Officer/Clerk
By _____, Deputy
A.E. LaFLEUR-CLAYTON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central

CASE NAME:
Gagik Trdatyan d/b/a PLU Towing v. Ford Motor Company, et al.

CASE NUMBER: BC462046

JUDGE:
DEPT:

CIVIL CASE COVER SHEET

☑ **Unlimited** (Amount demanded exceeds $25,000)
☐ **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☑ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☑ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: 4
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: April 19, 2011
Daniel S. Imber
(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
  - Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

EA11-003 000976LC

SHORT TITLE: Gagik Trdatyan d/b/a PLU Towing v. Ford	CASE NUMBER BC462046

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? [X] YES CLASS ACTION? [ ] YES LIMITED CASE? [ ] YES TIME ESTIMATED FOR TRIAL 5 [ ] HOURS/ [X] DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check **one** Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A	B	C
			Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	[ ] A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	[ ] A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	[ ] A6070 Asbestos Property Damage	2.
		[ ] A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	[ ] A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	[ ] A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		[ ] A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	[ ] A7250 Premises Liability (e.g., slip and fall)	1., 4.
		[ ] A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		[ ] A7270 Intentional Infliction of Emotional Distress	1., 3.
		[ ] A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: Gagik Trdatyan d/b/a PLU Towing v. Ford	CASE NUMBER

			Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☒ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., (2.), 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE Gagik Trdatyan d/b/a PLU Towing v. Ford	CASE NUMBER

			Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2., 8.
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2.
		☐ A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2., 9.
		☐ A6160 Abstract of Judgment	2., 6.
		☐ A6107 Confession of Judgment (non-domestic relations)	2., 9.
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		☐ A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2., 3., 9.
		☐ A6123 Workplace Harassment	2., 3., 9.
		☐ A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		☐ A6190 Election Contest	2.
		☐ A6110 Petition for Change of Name	2., 7.
		☐ A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		☐ A6100 Other Civil Petition	2., 9.

SHORT TITLE: Gagik Trdatyan d/b/a PLU Towing v. Ford	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐1. ☒2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.	ADDRESS: 1312 Orange Grove		
CITY: Glendale	STATE: CA	ZIP CODE: 91205	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 5/19/2011

(SIGNATURE OF ATTORNEY/FILING PARTY)
Harry Kaloustian (SBN 219679)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

KALOUSTIAN & ASSOCIATES
Attorneys at Law
21243 Ventura Blvd, Suite 115
Woodland Hills, CA 91364
818.594.0739 tel
818.594.0852 fax

RECEIVED
JAN 25 2011
FORD MOTOR COMPANY
OFFICE OF THE GENERAL COUNSEL

January 18, 2011

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED
Ford Motor Company
Consumer Affairs
Litigation Prevention Department
P.O. Box 6248, MD 3NE-B
Dearborn, MI 48126-4207

CONSUMER AFFAIRS SECTION
11 JAN 24 P2:09
11 JAN 25 AM 11
LITIGATION PRACTICE GROUP
OFFICE OF THE GENERAL COUNSEL

RE: My Client: [redacted]
Vehicle: **2009 Ford Truck F-550**
VIN #: **1FDAX56R69E**[redacted]

Dear Ford Motor Company:

Please be advised that this office represents [redacted] in connection with mechanical and safety difficulties he is having with the above-referenced motor vehicle (the "vehicle"). My client purchased this vehicle from Lee-Smith, Inc. on or about June 5, 2009. Since that time, my client has been having numerous, repeated mechanical and safety-related difficulties with this vehicle. The terms of the purchase are for 60 months at a monthly payment of $1,289.74 with a security deposit of $15,500.00. My client's purchase agreement is enclosed herein for your reference. My client has paid off this vehicle. Title is enclosed.

PLEASE TAKE NOTICE that this letter constitutes notice that the above-referenced vehicle is in violation of California's Song-Beverly Consumer Warranty Act (California Civil Code § 1790-1795.8) as well as the Magnuson-Moss Warranty Act with regards to this vehicle. Ford may be liable for:

1. Breach of Express Warranty under the Song-Beverly Warranty Act;
2. Breach of Implied Warranty under the Song-Beverly Warranty Act;
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act § 312, et. seq.,

4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act § 312, et. seq.

I. SERVICE RECORD

The following table sets forth my client's numerous repair attempts for this vehicle. Copies of work orders corresponding to each service are enclosed for your reference.

Dates of Service	Location of Service	Complaints
June 19, 2009 – June 23, 2009 **5 Days in Service** **Mileage in 100**	Sunrise Ford North Hollywood, CA	Vehicle Stalled Out While Driving And Battery Light Is On All The Time.
June 2, 2010 – June 11, 2010 **10 Days in Service** **Mileage in 18,534**	Power Ford Valencia Valencia, CA	Check Engine Light On, Lacks Power When At Normal Temp.
July 9, 2010 – July 13, 2010 **5 Days in Service** **Mileage in 20,884**	Power Ford Valencia Valencia, CA	Batteries Go Dead When Driving, Front End Shakes Over Bumps, Parking Brake Doesn't Hold Well.
September 7, 2010 – September 22, 2010 **16 Days in Service** **Mileage in 25,483**	Power Ford Valencia Valencia, CA	Engine Lacks Power, Check Engine Light On, Uneven Rear Brake Wear.

II. MY CLIENT'S RIGHTS UNDER THE SONG-BEVERLY WARRANTY ACT [CALIFORNIA CIVIL CODE SECTION 1790, ET. SEQ.]

As you know, the Song-Beverly Warranty Act (the "Act") provides protection to consumers who purchase or buy new motor vehicles if authorized dealers are unable to service or repair a new motor vehicle to conform to the terms of an express written warranty after a reasonable number of repair attempts. The subject vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act. My client purchased the vehicle for personal use. Along with the purchase of the vehicle, my client received written warranties and other express and implied warranties including, but not limited to, warranties from Ford Motor Company ("manufacturer") that the vehicle and its components would be free from all defects in material and workmanship; that the vehicle

would pass without objection in the trade under the contract description; that the vehicle would be fit for the ordinary purpose for which it was intended; that the vehicle would conform to the promises and affirmations of facts made; that the manufacturer would perform any repairs and/or replace any parts necessary to ensure that the vehicle was free from any defects in material and workmanship; that the manufacturer would maintain the utility of the vehicle for five (5) years or sixty-thousand (60,000) miles and would conform the vehicle to the applicable express warranties.

My client has duly performed all the conditions on its part under the purchase agreement and under the express and implied warranties given to my client. My client has delivered the vehicle to the manufacturer's authorized service and repair facilities, agents and/or dealers, including lessor, on at ***least two (2) separate occasions*** for the same problem resulting in the vehicle being out of service by reason of repair of nonconformities. True and correct copies of the repair orders are enclosed herein for your reference. Despite the repeated repair attempts by lessor, the vehicle remains defective and therefore there has been a failure and refusal to conform the product to its express warranty under the law. The same problem has been subject to ***repair four or more*** times by the manufacturer or its agents. ***In this case, my client has taken the vehicle in four (4) times for service because of several safety related issues.***

My client has met all requirements under the Song-Beverly Warranty Act and the Magnuson-Moss Act. This vehicle qualifies for "lemon law" status under the presumptions of both Acts.

III. DEMAND FOR SETTLEMENT

Under both Acts my client is entitled to either of the following:

1. A replacement of the vehicle less its prorated mileage.
2. A full refund of the amounts paid for purchase of the vehicle.

In either event, Ford Motor Company is responsible for paying my client's tax, license, registration and other official fees, incidental damages (including financing charges, rentals and towing) and statutory attorney's fees.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies available for violations of the Song-Beverly Consumer Warranty Act (California Civil Code § 1794):

1. The actual damages suffered: $92,884.40 plus tax, license, registration and other official fees and incidental damages;

2. Civil Penalty of 2 times the actual damages in a minimum amount of $185,768.80;
3. Attorney's fees and costs;
4. Any other relief which the court deems just and proper.

My client chooses restitution of all amounts paid:

Payments:	$85,612.27;
Less Proration:	$57.09 (Mileage Offset of 100 miles)
Total Refund:	$85,555.18

In addition, my client demands:

Attorney Fees:	$3,500.00
DMV Fees:	$933.00

Mileage Offset of 100 miles. Proration calculation as follows:

($68,508.33 Purchase Price x 100 miles at time of first problem) / 120,000 miles =**$57.09.**

The vehicle is not safe to operate and Ford Motor Company owes a contractual and statutory duty to my client to address this matter. All of my client's rights and remedies are expressly reserved.

Very truly,
KALOUSTIAN & ASSOCIATES

Harry Kaloustian

Enclosures

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	AFIDA009 NHL			**Received:**	06/09/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,F550 4X2 SD,SUP CAB,CHASCAB ,1FDAX56R69E[redacted]			**Build Date:**	02/05/2009
Odometer :	33,483 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 01864 Power Ford Valencia			**Phone#:**	(661) 255-6600
City:	Valencia	**State:**	California	**Country :**	USA

Originator: DAVID KEARIN

Symptom: 6 03 3 93 DRVABL,CRANKS/NO STAR,START ENG TEMP ,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: DIED WHILE DRIVING

Fix: **Causal Component :**

Condition Code:

Hotliner: CBISHO41 **Phone:** 313 317-9359 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: DAVID KEARIN **Phone:** 661 255-6600 **Title Cde:** T

KOEO:

KOEC: P0278 P0284 P0306

KOER:

Comments:

REPAIR 06/09/2010 12:49PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN: CHECK ENGINE LIGHT ON,LACKS POWER WHEN AT NORMAL TEMP,CHECK AND ADVISE VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE: NO MODIFICATIONS: NO PROVIDE ANY DETAILS NECESSARY: QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER: H.P.FUEL PUMP QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER: OIL IS FULL AND GOOD CONDITION.FUEL IS CLEAN QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER: AT THE SHERATOR VALVE I HAD 6PSI QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER: NO AIR FOUND IN SYSTEM QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER: FOUND NO DEBRIS IN SYSTEM QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER: .50 WITH NO FLUXING WITH THE WIGGLE TEST.. QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER: P0088,P0087 PARTS REQUESTED: 6.4 HP PUMP - USE SECONDARY P&A CODE: 01864 RO#: 93193 RO DATE: 06/02/2010 RO LINE#: A CLAIM TYPE: DIESEL PARTS SPW MILEAGE: SPW INSTALL DATE:

RECOMM 06/09/2010 12:49PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE
DAVID, BEFORE THIS REQUEST CAN BE PROCESSED WE WILL NEED SOME ADDITIONAL INFORMATION FROM YOU. PLEASE CLARIFY WHERE THE DEBRIS TEST WAS PERFORMED AND WHAT METHOD WAS USED TO TEST FOR DEBRIS. UPDATE THIS FORM FOR FURTHER REVIEW. IT IS ALSO RECOMMENDED TO PERFORM PIN

POINT TEST M IN THE ONLINE PC/ED WHEN ONE OR BOTH OF THESE DTCS ARE PRESENT. IF YOU HAVE NOT DONE SO PLEASE REFER TO THE ONLINE PC/ED AND PERFORM THIS PIN POINT TEST (M) TO VERIFY CIRCUIT AND HP PUMP COVER GASKET INTEGRITY. IF YOU HAVE ALREADY PERFORMED THIS TEST THEN UPDATE THIS FORM WITH THE RESULTS OF YOUR FINDINGS. THANK YOU

REPAIR **06/09/2010 01:19PM ARON FITZPATRICK MSS - FCSD - TECH SVC HOTLINE**
TECHNICIAN: DEBRIS TEST WAS DONE PER WORKSHOP MANUAL AT THE #1 AND #2 INJECTORS JUMPER TUBES!! DID PIN POINT TEST M AND WAS DERECTED TO PIN POINT TEST ME AND FALLOWED TEST TO ME5 AND WAS TOLD TO REPLACED H.P.FUEL PUMP DUE TO RESULTS..NO CHAFFING ON PUMP DCOVER GASKET FOUND.

RECOMM **06/09/2010 01:19PM ARON FITZPATRICK MSS - FCSD - TECH SVC HOTLINE**
BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP. REFER TO THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM TARGET=_BLANK>WORKSHOP MANUAL FOR SERVICE INFORMATION. IF THE CAB CANNOT BE REMOVED, REFER TO THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C09.HTM TARGET=_BLANK>BODY ON PROCEDURE. MAKE SURE TO PERFORM THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM TARGET=_BLANK>LP FUEL SYSTEM BLEED AS WELL AS THE HREF=HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM TARGET=_BLANK>HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE: PAA9V

REPAIR **09/09/2010 12:39PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE**
EDIT TRACKER ENTRY DIAG | DEALER INFO | GET COST CAP

---------- PLEASE DESCRIBE CUSTOMERS CONCERN: DIESEL ENGINE

LACKS POWER,CHECK EMGINE LIGHT ON PER CUSTOMER ADVISE
VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS
NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY:
QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:H.P.FUEL PUMP
QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND
FUEL. ANSWER:OIL IS FULL,FUEL HAS 25 MILES TIL EMPTY AMND CLEAN
QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST
USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT
GAUGE)? ANSWER:FUEL PRESURE AT VALVE IS 5PSI QUESTION: WAS ANY AIR
PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE
WITH BLEED TOOL 310-184 INSTALLED? ANSWER:CHECKED FOR AIR IN FUEL AND
FOUND NONE AT THIS TIME.. QUESTION: PLEASE DESCRIBE THE RESULTS OF
THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START
DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:CHECKED FOR DEBRIS AT #1 AND
#2 FUEL LINES FOR INJECTORS AND FOUND NO DEBRIS QUESTION: WHAT IS
THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE
RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:FRP IS .50 VOLTS KOEO AND NO
FLUCTUATION WHEN WIGGLING LOOM.. QUESTION: PLEASE LIST ALL DTCS
PRESENT OR TYPE NONE. ANSWER:P0003,P0297,P115A PARTS REQUESTED: 6.4
HP PUMP USE SECONDARY P&A CODE: 01864

---------- CONTACT ID:411383622 P&A CODE: 01864 DEALER NAME:
POWER FORD VALENCIA TECH NAME: DAVID KEARIN TITLE: T - TECHNICIAN
CONTACT DATE: 9/9/2010 12:07:01 PM EMAIL: RO#: 97999 RO DATE:
09/07/2010 RO LINE #: A DEALER PHONE: 661-255-6600 VIN:
1FDAX56R69E[redacted] VEHICLE: 2009 F-SERIES F-550 S/CAB CHASSIS CAB
4X2 ODOMETER: 25483 ENGINE: 6.4L TC DIESEL V8 TRANS:
TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE:
06/19/2009 SPW MILEAGE: SPW INSTALL DATE: USAGE: COMMERCIAL PART
#: SERIAL #: 402090669891 ENGINE BUILD DATE: 02/05/2009

RECOMM 09/09/2010 12:39PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE

DAVID,
IT IS NOT SUSPECTED THAT THE HPP IS FAULTY AT THIS TIME.

WARRANTY REPAIR HISTORY INDICATES THAT THE HPP WAS REPLACED LESS THAN 7,000 MILES AGO IN JUNE OF THIS YEAR. BASED ON THE INFORMATION PROVIDED, IT IS SUSPECTED THAT THE FUEL SENDING UNIT IS MOST LIKELY THE CAUSE FOR THE CONCERN AND THE DTCS.

PRIOR TO CONDEMNING
THE PUMP, MONITOR FRP_V PID DURING KOEO; AS THIS PID SHOULD BE WITHIN A .48V-.52V RANGE. IF NORMAL, INSTALL SPECIAL TOOL 310-184 AT THE REAR PORT OF THE FUEL COOLER AND VERIFY FUEL SYSTEM IS NOT AERATED. SHOULD NO AERATION BE FOUND, REMOVE THE FUEL SENDER AND CONFIRM OPERATION AS SOME REPORTS INTO THE HOTLINE HAVE FOUND IMPROPER INPUT TO THE CLUSTER (GAUGE SHOWING MORE FUEL THAN IS ACTUALLY IN THE TANK) CAUSING THE FAULT. IF THE SENDER OPERATION IS CONFIRMED, USE HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUMQ.ASP?FLAVOR=DEALERS&SZARTICLE=07-26-02' TARGET='_BLANK'>TSB 07-26-02 AS AID FOR HP PUMP COVER GASKET INSPECTION. IF NO GASKET CONCERNS ARE NOTED UPDATE THIS FORM WITH THE RESULTS OF YOUR FINDINGS.

REPAIR **09/09/2010 12:40PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE**
MILEAGE UPDATE

AUDIT **09/09/2010 12:40PM CHRIS BISHOP MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 18534 M CHANGED TO 25483 M BY CBISHO41

REPAIR **09/14/2010 02:46PM ERIK KUNZE MSS - FCSD - TECH SVC HOTLINE**
TECHNICIAN DAVID CALLING IN. SENDING UNIT WAS REPLACED TODAY AND ONLY CODE RETURNING IS P0003 ON TEST DRIVE.

RECOMM **09/14/2010 02:46PM ERIK KUNZE MSS - FCSD - TECH SVC HOTLINE**
DAVID, IT IS RECOMMENDED TO PUT 10 GALLONS OF FUEL IN THE TANK AND INSTALL THE 310-184 BLEED TOOL TO VERIFY NO AERATION OR FUEL STARVATION CONCERNS ARE OCCURRING. IF THE CONCERN PERSISTS, IT IS RECOMMENDED TO PROCEED WITH DIAGNOSIS PER PINPOINT TEST ME AND INSPECTION OF THE PUMP COVER GASKET. IF NO CHAFFING TO GROUND IS NOTED ON THE PUMP COVER GASKET HARNESS, IT IS RECOMMENDED TO UPDATE THIS FORM AS THE ROOT CAUSE WILL HAVE BEEN NARROWED TO THE HP FUEL PUMP.

REPAIR **09/14/2010 05:03PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE**

TECHNICIAN: AFTER PUTTING FUEL IN TRUCK THE ISSUE IS STILL THERE..RAN TESTS AND CODE P0003 COMES BACK EVEN WHEN KOEO SELF TEST IS RUN(TRUCK NOT RUNNING)HARD FAILT!! NEED TO REPLACE H.P.PUMP DUE TO VALUME ISSUE AND RELATE PARTS SPW..

RECOMM 09/14/2010 05:03PM MICHAEL MILLER MSS - FCSD - TECH SVC HOTLINE

DAVID, SINCE ABLE TO DUPLICATE THE DTC P0003 DURING KOEO TEST, THIS INDICATES ITS A HARD FAULT. PLEASE FOLLOW PIN POINT TEST ME TO DETERMINE THE CAUSE OF THE DTC. PLEASE PROVIDE SPECIFIC TEST RESULTS/VALUES FOR EACH STEP FOLLOWED.

REPAIR 09/16/2010 07:26PM KEITH JONES MSS - FCSD - TECH SVC HOTLINE

THE DEALER HAS OHMED THE PUMP SOLENOIDS AND BOTH OHM 3.8 TO 4.2. THE HARNESS WAS CHECKED AND THERE WAS NO SHORT TO GROUND.

RECOMM 09/16/2010 07:26PM KEITH JONES MSS - FCSD - TECH SVC HOTLINE

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP. REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">WORKSHOP MANUAL FOR SERVICE INFORMATION. IF THE CAB CANNOT BE REMOVED, REFER TO THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C09.HTM" TARGET="_BLANK">BODY ON PROCEDURE. MAKE SURE TO PERFORM THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED AS WELL AS THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. IN ADDITION, MAKE SURE TO PERFORM THE FUEL INJECTOR AND HP PUMP ADAPTIVE TABLE RESET USING THE IDS. PLEASE REMEMBER TO OBTAIN PRIOR APPROVAL FOR ANY ADDITIONAL COMPONENTS THAT REQUIRE IT BEFORE PROCEEDING WITH THE REPAIRS. APPROVAL CODE PAANS.

REPAIR 01/06/2011 01:31PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN: DIED DRIVING CRANK NO START DIAGNOSTICS:

NO START TESTS TO INVERSE INJECTOR TEST NO LEAKS FRP 5000 PSI PARTS REPLACED:: NONE TECH QUESTION: WHAT NEXT WHAT IS ICP PRESSURE AND VOLTAGE? FRP .49 KOEO 5000 PSI CRANKING PLEASE PROVIDE THE RESULTS OF THE BASE FUEL PRESSURE TEST. FOR 6.0L ENGINES, PLEASE USE THE DIESEL FUEL FLOW TESTER 310-193. FOR 6.4L ENGINES, PLEASE USE THE FUEL LINE ADAPTER 310-159. FUEL PRESSURE 6 PSI IF VEHICLE IS EQUIPPED WITH AN IPR, WHAT IS THE IPR DOING DURING THE CONCERN? BODY CONVERSION: WRECKER - CONVENTIONAL

RECOMM 01/06/2011 01:31PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

JIM, PERFORM A RELATIVE COMPRESSION TEST TO CHECK BASE ENGINE CONDITION. IF ANY CYLINDER IS GREATER THAN 2% PERFORM A MANUAL COMPRESSION TEST. IF THE BASE ENGINE CHECKS OK PERFORM A GLOW PLUG MIST TEST. REMOVE ALL GLOW PLUGS AND CRANK THE ENGINE WITH THE KEY. WATCH THE GLOW PLUG HOLES FOR FUEL MIST. IF THERE IS NO MIST FROM MULTIPLE CYLINDERS PERFORM STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN PC/ED. IF ANY METAL DEBRIS IS FOUND THE ENTIRE HIGH PRESSURE SYSTEM WILL REQUIRE REPLACEMENT, AND LOW PRESSURE SYSTEM WILL REQUIRE FLUSHING. IF FURTHER ASSISTANCE IS NEEDED, PLEASE UPDATE THE FORM WITH TEST RESULTS. THANK YOU.

AUDIT 01/06/2011 01:31PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

SYMPTOM 6, 98, 2, 98 CHANGED TO 6, 03, 3, 93 BY NBEAMER1

ADD-ON 01/06/2011 01:34PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

CHANGED MILEAGE

RECOMM 01/06/2011 01:34PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

AUDIT 01/06/2011 01:34PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

ODOMETER 25483 M CHANGED TO 33483 M BY NBEAMER1

REPAIR 01/06/2011 02:42PM KEITH JONES MSS - FCSD - TECH SVC HOTLINE

THE VEHICLE STALLED WHILE GOING DOWN THE ROAD AND THEN WAS A CRANKS NO START. THE DEALER HAS FOUND THE VEHICLE TO BE BUILDING 5,000PSI OF FRP. ALL OF THE STARTING PIDS ARE CORRECT (THE DEALER IS NOT SURE ABOUT FPW). THERE IS SYNC AND A VALID RPM READING. A FUEL SAMPLE WAS TAKEN AND THERE WAS SOME CLOUDINESS IN THE SAMPLE. THE MIST TEST WAS

PERFORMED WITH ALL OF THE INJECTORS CONNECTED AND THERE WERE NO CYLINDERS MISTING.

RECOMM 01/06/2011 02:42PM KEITH JONES MSS - FCSD - TECH SVC HOTLINE

JIM, WITH THE VEHICLE STALLING GOING DOWN THE ROAD, FRP 5,000PSI AND NO INJECTION OCCURRING AND THE CLOUDY FUEL, SUSPECT THE FAILURE WAS CAUSED BY FUEL CONTAMINATION. PLEASE OBTAIN CUSTOMERS AUTHORIZATION FOR FURTHER DISASSEMBLY. REMOVE THE HIGH PRESSURE PUMP AND THEN REMOVE THE INTERNAL TRANSFER PUMP AND INSPECT FOR ANY RUST OR CORROSION. IF THERE IS RUST OR CORROSION OF THE HIGH PRESSURE PUMP, THE REPAIR IS NOT WARRANTABLE. THE ENTIRE SYSTEM WILL NEED TO BE REPLACED WHETHER THERE IS FUEL CONTAMINATION PRESENT OR NOT.

Download Options

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report

Requester: LBINGHAM
Report Summary
Server: ECCWS686

Ford Proprietary, Private

26-Jan-2011
Retention: None

[redacted]

LP-T

THE TORRES LAW FIRM, P.C.

110 BROADWAY, SUITE 370
SAN ANTONIO, TEXAS 78205
210/737-2672 (TELEPHONE)
210/737-9358 (TELECOPY)

CONSUMER AFFAIRS SECTION

10 AUG 27 P2:41

PETER TORRES, JR.
1933-2007

TINA TORRES
ATTORNEY AT LAW

PAUL A. TORRES
ATTORNEY AT LAW

ROB HUGHES, JR
ATTORNEY AT LAW - OF COUNSEL

BOARD CERTIFIED SPECIALIST
TEXAS BOARD OF LEGAL SPECIALIZATION

CONSUMER LAW - COMMERCIAL LAW

RECEIVED

August 23, 2010

FORD MOTOR COMPANY
CONSUMER AFFAIRS
P.O. BOX 6248, MD #3NE-B
DEARBORN, MICHIGAN 48126-4207

BY CERTIFIED MAIL, RRR

Re: Mr. [redacted]; Purchase of a new 2010 Ford F250 Superduty; VIN 1FTSW2BR7AE[redacted]; Purchase Price of $54,799.00

Dear Sir/Madam:

This letter serves to advise you that this law firm and the undersigned attorney represent Mr. [redacted] in a claim(s) arising out of the sales/servicing of the vehicle referenced above. Please direct any and all responses to this letter to the undersigned attorney, in addition to any and all further communications.

This letter is written pursuant to Chapter 17 of the Texas Business and Commerce Code-Deceptive Trade Practices-Consumer Protection Act, and hereby places you on notice that if the matters about which we complain are not settled within sixty (60) days, we will file a lawsuit seeking to recover our client's economic and mental anguish damages, attorney's fees, and any additional damages (treble) that a jury may award. All of these stated damages are authorized by statute. In addition to the stated damages and claims, we will seek compensation resulting from negligence, fraud, and negligent misrepresentation, along with breach of express and implied warranties.

Our client's complaints are that he purchased the subject vehicle based upon representations that it was a good quality, dependable form of transportation, and that defects in material and workmanship, if any, would be repaired pursuant to the manufacturer's warranty in a good and workmanlike manner. Such has not been the case, as the vehicle exhibits numerous substantial and material defects and attempts at repair have not been successful nor performed in a good and workmanlike manner.

In spite of these representations and warranties, and though Ford-authorized dealers have attempted to address our client's complaints, the vehicle continues to experience serious defects.

These defects include, but are not limited to the following:

- Problems with **ENGINE NOT STARTING**
- Problems with **DISINTEGRATED FUEL PUMP**
- Problems with **FUEL SYSTEM- METAL DEBRIS THROUGHOUT**
- Problems with **VALVE ASSEMBLY**
- Problems with **FUEL INJECTORS**
- Problems with **MANIFOLD ASSEMBLY**
- Problems with **FUEL LINES**
- Problems with **ENGINE-HEADS**

My client fully contends that the vehicle fails to comply with reasonable quality standards and asserts that the current condition of the unit and your failure to remedy the defects has resulted in damages to him. The defects asserted herein occurred at less than four thousand miles on the odometer. My client further contends Ford Motor Company is fully aware of defects associated with the make model vehicle stated herein.

Your conduct in misrepresenting the motor vehicle, the manufacturer's warranty and in selling the vehicle in the defective condition in which it was sold, amounts to violations of Sections 17.46(b) 5, 7, 9, 12, 13, 19, 21, and 23, as well as Section 17.50 (a) 1, 2, and 3 of the Texas Business and Commerce Code-Deceptive Trade Practices Consumer Protection Act. My client further asserts claims for breach of express and implied warranties, negligence, negligent misrepresentations, and fraud.

By reason of the difficulties experienced, pursuant to Section 2.608 of the Texas Business and Commerce Code, we hereby seek to revoke acceptance of the vehicle, rescind the transaction in question, and demand payment of $65,000.00 for his economic and mental anguish damages. Mr[redacted] has further incurred attorney's fees to date in the amount of $2,500.00.

As stated previously, we write to you pursuant to Section 17.505 of the Texas Business and Commerce Code. Accordingly, if this matter is not resolved within the sixty-day statutory period, we will have no alternative but to file a lawsuit seeking our client's economic and mental anguish damages, attorney's fees, and any additional damages (treble) that a jury may award.

In the meantime, feel free to contact me should you care to discuss the matter further.

Sincerely,

THE TORRES LAW FIRM, P.C.

PAUL A. TORRES

PAT/ba
cc: Mr. [redacted]

DRP BBB AUTO LINE
FSE VEHICLE INSPECTION REPORT

Date of Inspection: 9/10/2010 **Inspection by: Wes Malik**

Inspection Prior BBB AUTO LINE application: Y or N **Inspection Post BBB application: Y or N**

Customer Name: [redacted]

CuDL/BBB Case # 1462572070

VIN # 1FTSW2BR7AE[redacted]

Vehicle Year/Model: 2010 F Sd F250 4x4 6.4L

Current Mileage: 3860

Dealership: Legacy Ford

City & State: Rosenberg, Texas

1. Customer's Concerns: (List all on customer's application)

No actual inspection made on this vehicle. Review of Service History and current concerns and calls to all Service Managers at repairing dealerships relating information on repairs made on this vehicle.

Unit originally sold at Freeway Ford, Houston, Texas P&A code 03759 on 5/27/2010. Vehicle Build date 7/13/2009. Sat in stock for almost 10 months! Dealership modified vehicle with installation of suspension lift kit and 36 inch tires which is modification to vehicle as designed. Unit built with LT 275/70R18E A/S BSW tires and wheels.

The following are customer's concerns and actions taken to correct concerns:
A. Crank No Start
B. Tie Rod Problem

2. Inspection/Test Performed/Results: (List all customer concern's separately)

A. Crank No Start-3393 miles on 26 July 2010 at Griffith Ford, Seguin, Texas. High pressure fuel pump failure with metal contamintation. Replaced high pressure fuel pump, 8 fuel injectors, and all fuel system components on engine. Tech Hotline report CQIS # AG1E9009. Customer demanding cylinder heads be removed for inspection. Tech Hotline denied removal. Not necessary.
Customer states he has removed all belongings from vehicle and has abandoned vehicle demanding selling dealer replace vehicle. Unit fixed and towed to Jordan Ford due to tie rod issue. Customer alleges he broke his foot pushing vehicle. Has contacted lawyer Craig Patrick to pursue buyback. CUDL 1462572070.
Unit picked up 8/16/2010 from Griffith Ford and unit had tree sap over entire vehicle. Customer stated it ruined his paint. Tree Sap removed by proper washing unit.

B. Tie Rod & Ball joint Problem-customer supposedly had to walk ten miles for help per CUDL report-1462572070 and demanding buyback of vehicle. Suspension modified by selling dealership-Freeway Ford-Suspension Lift Kit and 36 inch tires and wheels. Griffith Ford, Seguin unable to address concern due to suspension modifications. Unit towed to Jordan Ford, San Antonio, Texas for repairs after fuel pump failure repair. Customer stated unsafe to drive due to rattling noise.
Unit towed to Jordan Ford, San Antonio, Texas on 9/8/2010 at 3526 miles.
Lower Drag link boot broken-grease all over. Damage to pitman arm dust boot caused when installing lift kit by selling dealer-Freeway Ford. Freeway Ford approved and paid for repairs made by Jordan Ford on invoice C69619. Front end alignment made. Cost of repair-$362.00 paid by Freeway Ford, Houston, Texas.

C. Loss of power-3860 miles and taken to Legacy Ford, Rosenburg, Texas on 9/2/2010.
-Dealer found fuel sending unit inaccurate and unit ran out of diesel fuel due to inaccuate fuel sending unit.
Fuel sending unit replaced and customer picked up unit 9/8/2010 at 3860 miles.
Customer currently driving unit.

3. Repairs Performed: (Per concern)

See Above comments.

4. Conclusion:

Unit currently being operated by customer. Freeway Ford, Houston, Texas sold unit and customer supposedly demanding buyback of unit through Freeway Ford and Ford Motor Company. Unit has been modified with lift kit on suspension and 36 inch tires and wheels. If inspection is required Joe Daleo is FSE calling on Freeway Ford. If inspection required depending upon location will determine which FSE inspects. Griffith Ford, Seguin-Wes Malik, FSE. Jordan Ford-Wes Malik-FSE. Legacy Ford, Rosenburg, Texas-Kelly Jewell-FSE, Freeway Ford, Houston, Texas-Joe Daleo-FSE.

Unit operating properly at this time per Service Manager, Luis Hidalgo, Legacy Ford, Rosenburg, Texas.

Name: Wes Malik

Title: Fse

Region: 57

Date: 9/10/2010

*****WHEN REPLYING VIA E MAIL, PLEASE USE THE "FORWARD" OPTION, NOT "REPLY"*****

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 1462572070
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-05-27
Symptom Desc: LOSS OF POWER CRUISE **Primary Phone**[redacted]
Reason Desc: SUPER DUTY-ECONOLINE **Secondary Phone:**[redacted]
Issue Type: 04 REGION **Issue Status:** OPEN
Initial Customer Contact: 09/02/2010

Action: SD - AT RISK MULTIPLE REPAIRS
Dealer: 06477 LEGACY FORD **Origin Desc:** CRC TIER ONE - SUPER DUTY E-SERIES
Odometer: 3600 MI **Comm Type:** PHONE
Analyst Name: CONSALO, DEBRA **Analyst:** DCONSALO
Action Date: 09/01/2010 **Action Time:** 13.13.39.573 **Action Data:** No

Comments CUSTOMER SAID: 1FTSW2BR7AEA04940 2010 3600 MILES....F250 -MANY PREVIOUS CONCERNS..-PRESENT..CONCERN...=TRAVELING OUT OF TOWN...-VEH DIED.....AGAIN...-LOSS OF POWER ALL OF THE SUDDEN....-VEH HAS BEEN TO THE DLR 3 TIMES FOR THESE SYMTOMS...WITH ATTEMPTED REPAIRS...-VEH IS AT THE DLR NOW...= CUSTOMER ASKING FOR A RENTAL VEH..DEALER SAID: LEGACY FORD LINCOLN MERCURY 27225 SOUTHWEST FREEWAYROSENBERG, TX 77471 TEL:(888) 704-1286CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 1 BUSINESS DAY.-PER TL SALLY.....CSR IS ESCALTING TO CCT.....-CUSTOMER HAS AN ATTORNEY.....FOR PREVIOUS CONCERNS WITH THIS VEH AND THE FACT FORD WILL NOT BUY IT BACK.....-THIS VEH HAS LEFT CUSTOMER ON THE SIDE OF THE ROAD AGAIN.....AND TEAM LEADS AGREED THIS SHOULD BE SENT TO CCT.....FOR RENTAL VEH CONSIDERATION.-BEST CONTACT NUMBER FOR THIS CUSTOMER-817-819-7645 CELL PHONE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 06477 LEGACY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3600 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: MULLIGAN, CASSIDY **Analyst:** CMULLIG5
Action Date: 09/02/2010 **Action Time:** 11.41.52.423 **Action Data:** Yes

Comments - CSM CASSIDY X7721 REVIEWED THE CASE - NO ESP FOR THIS VIN - NO RELATED REPAIRS IN AWS - 1 REPORT IN GCQIS - CALLED LUIS HIDALGO AT LEGACY FORD 281-342-5611 - DLR ADV THAT VEH IS AT THE DLRSHP - VEH HAS NOT BEEN DIAGNOSED - DLR STATED THEY PUT CUSTS IN RENTAL FOR 24 HOURS AT NO COST TO CUST - ADV DLR WOULD CONTACT CUST AND HAVE THEM COME IN TO SIGN MUTUAL AGREEMENT FOR RENTAL - DLR AGREED TO HAVE DIAGNOSIS COMPLETED WITHIN THAT TIMEFRAME AND WOULD SPEAK WITH DLR TO DETERMINE POSSIBLE RENTAL ASSISTANCE BEYOND THAT POINT - SCHEDULE TO F/U WITH DLR TOMORROW NO LATER THAN 530 EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-03-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06477 LEGACY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3600 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: MULLIGAN, CASSIDY **Analyst:** CMULLIG5

Action Date: 09/02/2010 **Action Time:** 13.43.08.113 **Action Data:** No

Comments - LEFT VM FOR [redacted] - WAS CALLING ABOUT YOUR 2010 F250 - SPOKE WITH (SM) LUIS AT LEGACY FORD WHO INFORMED ME THAT THE VEH HAS NOT YET BEEN DIAGNOSED - DLR WILL PROVIDE A RENTAL FOR 24 HOURS TO COMPLETE THE DIAGNOSIS AT NO CHARGE TO YOU - ADV CUST WILL NEED TO GO INTO DLRSHP TO OBTAIN THE RENTAL VEH, SIGN THE MUTUAL AGREEMENT, ETC - ADV CUST DLR WILL HAVE VEH DIAGNOSED IN THAT TIMEFRAME AND WE WILL ADDRESS THE CONCERN FURTHER AT THAT POINT - AS SOON AS REP REC'VS MORE INFORMATION ON THE PROGRESS OF DIAGNOSIS AND POTENTIAL REP, I WILL CALL CUST WITH THAT UPDATE - ADV CUST TO STAY IN TOUCH WITH THE DLRSHP AS THEIR FIRST POINT OF CONTACT

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 06477 LEGACY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 3600 MI **Comm Type:** OUTBOUND CALL TO DEALER

Analyst Name: MULLIGAN, CASSIDY **Analyst:** CMULLIG5

Action Date: 09/03/2010 **Action Time:** 12.56.12.713 **Action Data:** Yes

Comments - CALLED (SM) LUIS HIDALGO AT 281-342-5611 - DLR ADV THE CUST IS IN A LOANER VEH FROM DLR - VEH IS AT THE DLRSHP - ADV VEH WAS NOT DIAGNOSED AT THIS POINT - DLR HOPING TO HAVE DIAGNOSIS COMPLETED TODAY - DLR AGREED TO UPDATE CUDL WITH THE RESULTS OF THE DIAGNOSIS - WILL FOLLOW UP WITH DLR ON 9/7 TO REVIEW RESULTS OF DIAGNOSIS

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-07-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070

Name: MR [redacted] Owner Status: Original WSD: 2010-05-27

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone [redacted]

Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone [redacted]

Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 003500 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 08/19/2010 Action Time: 22.07.26.444 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 003861 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 09/01/2010 Action Time: 22.04.34.440 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 1462572070
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-05-27
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:**[redacted]
Reason Desc: CALLBACK - LEGAL CASE - DEMAND LETTER **Secondary Phone:**[redacted]
Issue Type: 10 OGC **Issue Status:** OPEN

Action: ADVISE CUSTOMER WE ARE UNABLE TO INTERVENE
Dealer: 06477 LEGACY FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 35000 MI **Comm Type:** PHONE
Analyst Name: BURSON, DENISE **Analyst:** DBURSON
Action Date: 09/01/2010 **Action Time:** 12.34.18.046 **Action Data:** No

Comments CUSTOMER SAID: ** CUS STATED HE HAS RETAINED ATTORNEY-CUS STATED HIS ATTORNEY SENT A DEMAND LETTER-CRC ADVISED CUS PER AAF FOR ATTORNEYS **********-PREVIOUS CONCERN: VEH BROKE DOWN-2500 MILES FUEL PUMP NEEDED TO BE REPLACED-VEH WAS REPAIRED-CURRENT CONCERN: VEH BROKE DOWN AGAIN-CUS IS NOW OUT OF TOWN-SEEKING BUY BACK-SEEKING RENTAL VEHDEALER SAID: LEGACY FORD LINCOLN MERCURY FORD CODE: 52G731 LM CODE: 67G17027225 SOUTHWEST FREEWAYROSENBERG, TX 77471TEL:(888) 704-1286CRC ADVISED: ADVISE THE CUSTOMER THAT WE ARE UNABLE TO INTERVENE AS OUR RECORDS INDICATE THAT YOU HAVE RETAINED AN ATTORNEY. ANY FURTHER INFORMATION RELATED TO THIS SITUATION SHOULD BE REVIEWED WITH YOUR ATTORNEY.-ADVISED AS ABOVE-CUS REPEATEDLY CURSED AND DEMANDED RENTAL VEH-CRC REQUESTED 3 TIMES FOR CUS NOT TO CURSE -CUS HUNG UP

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070
Name: MR [redacted] Owner Status: Original WSD: 2010-05-27
Symptom Desc: Primary Phone: [redacted]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Phone: [redacted]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 35000 MI Comm Type: PHONE
Analyst Name: VIEIRA, PAULA Analyst: PVIEIRA4
Action Date: 08/18/2010 Action Time: 12.24.03.892 Action Data: No

Comments CUSTOMER PROFILE UPDATE

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 35000 MI Comm Type: PHONE
Analyst Name: BURSON, DENISE Analyst: DBURSON
Action Date: 09/01/2010 Action Time: 12.28.49.455 Action Data: No

Comments CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED FOR UPDATING CUSTOMER INFOMATION ONLY. DO NOT USE FOR DOCUMENTING ANY OTHER ISSUES.)

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070
Name: MR [redacted] Owner Status: Original WSD: 2010-05-27
Symptom Desc: Primary Phone: [redacted]
Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK Secondary Phone [redacted]
Issue Type: 03 CONCERN Issue Status: CLOSED
Initial Customer Contact: 08/18/2010

Action: DEALER CAUSED PROBLEM
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN Origin Desc: US INQUIRY CASE BASE
Odometer: 35000 MI Comm Type: PHONE
Analyst Name: MATTEY-MADRID, KELLY Analyst: KMATTEYM
Action Date: 08/16/2010 Action Time: 14.37.48.005 Action Data: No

Comments CUSTOMER SAID: -VEH BEEN AT THE DLR FOR 3 WEEKS - I WHEN TO PICK U\P MY VEH TODAY AND I FOUND IT COVER IN TREE SAABS -THERE ARE 3 INCH OF TREE SAABS ON THE VEH -CUST STATES THAT DLR RUIN HIS VEH -CUST STATES THAT HE JUST PURCHASE THE VEH FROM GMC BECAUSE HIS BEEN WITH ABOUT A VEH FOR OVER 4 WEEKS -SEEKING TO HAVE SOMEONE CALL HIM BACK AT [redacted]O ADDRESS THIS ISSUE -SOMEONE NEEDS TO SEE THIS PICTURES I HAVE -I WILL CONTACT MY LAYER-MY NEW VEH IS RUIN BECAUSE OF THE VEH IMPROPER STORAGE -AND THE VEH HAS NO POWER -I REQUEST FOR FORD TO BUY MY VEH BACK AND YOU GUYS DON'T WANT TO -IF THIS IS NOT ADDRESS I WILL NOT PURCHASE ANOTHER FORD AGAIN -I NEED TO HAVE SOMEBODY INSPECT MY VEH AND IF THE PAINT IS RUIN HAVE THE VEH REPAINTED-SEEKING FOR SOMEBODY TO CALL HIM BACK ON THIS ISSUEDEALER SAID: GRIFFITH FORD MERCURY SEGUIN838 W. COURTSEGUIN, TX 78155TEL:(830) 303-3673FAX:(830) 303-0212CRC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS; YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR EXPERIENCE. THIS INFORMATION WILL BE FORWARDED TO THE CUSTOMER RELATIONS MANAGER AT THE DEALERSHIP FOR THEIR REVIEW AND CONSIDERATION.

Action: CONCERN RESOLVED
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 35000 MI Comm Type: PHONE
Analyst Name: CURRY, SCOTT Analyst: SCURRY15
Action Date: 08/18/2010 Action Time: 15.49.40.877 Action Data: Yes

Comments CSM SCOTT X7776 OBC TO S/M DARIUS WHO STATED THAT THEY WASHED THE VEH AND ALL THE SAP CAME OFF AND CUST IS HAPPY. CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	97
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 1462572070
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-05-27
Symptom Desc: SUSPENSION NOISE BOTH **Primary Phone:** [redacted]
Reason Desc: SUPER DUTY-ECONOLINE **Secondary Phone** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SD - SR REQUEST FOR SERVICE ONLY
Dealer: 04546 JORDAN FORD, LTD. **Origin Desc:** CRC TIER ONE - SUPER DUTY E-SERIES
Odometer: 35000 MI **Comm Type:** PHONE
Analyst Name: VIEIRA, PAULA **Analyst:** PVIEIRA4
Action Date: 08/18/2010 **Action Time:** 12.39.52.117 **Action Data:** No

Comments CUSTOMER SAID: 1-VEH WAS BEING WORKED ON BY ANOTHER DEALER PER HISTORICS-JUST RECENTLY PICKED UP THE VEH --NOW THE BALL JOINTS BROKEN2-BECAUSE THE VEH HAS 36 IN TIRES -- DEALER DOES NOT HAVE PROPER EQUIPMENT TO REPAIR CONCERN--WAS TOLD BY THE DEALER THAT NEEDS TO TAKE SOMEWHERE ELSE FOR SERVICE -ADVISED HE COULD DRIVE THE VEH --CUST FEELS THAT VEH IS NOT SAFE WITH THE BALL JOINTS CONCERN-RATTLING NOISE -SAYS DEFINITELY NOT SAFE ESPECIALLY WITH THE BIG TIRESDEALER SAID: JORDAN FORD LTD. FORD CODE: 52K058 DEALER PROFILE 13010 IH 35 NORTHSAN ANTONIO, TX 78233 TEL:(210) 477-8036CRC ADVISED: WE RECOMMEND YOUR SERVICE/REPAIR BE PERFORMED BY A FORD/LINCOLN MERCURY DEALERSHIP. MANY DEALERS WORK ON AN APPOINTMENT SYSTEM, WE RECOMMEND YOU CONTACT THE SERVICE DEPARTMENT TO SCHEDULE A APPOINTMENT. IF ADDITIONAL ASSISTANCE IS REQUIRED, WE SUGGEST YOU CONTACT THE SM. THEY ARE IN THE BEST POSITION TO FACILITATE YOUR SERVICE AND OR REPAIR NEEDS. I JUST WANT TO CONFIRM, YOUR NEXT STEPS ARE TO DISCUSS THIS REPAIR WITH YOUR S/M AT YOUR SERVICING DEALERSHIP.PROVIDED CUST WITH SVT LOCATION TO ADDRESS CONCERN WITH THE BALL JOINT --TOLD CUST THAT HE WOULD HAVE TO CONTACT ROADSIDE ASSISTANCE TO TOW

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All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 1462572070
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-05-27
Symptom Desc: PAINT/FINISH APPEARANCE FALLOUT DAMAGE **Primary Phone:** [redacted]
Reason Desc: SUPER DUTY-ECONOLINE **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SD - VEHICLE NOT DIAGNOSED
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CRC TIER ONE - SUPER DUTY E-SERIES
Odometer: 3500 MI **Comm Type:** PHONE
Analyst Name: KOONS, THOMAS **Analyst:** TKOONS
Action Date: 08/16/2010 **Action Time:** 15.05.49.745 **Action Data:** No

Comments CUSTOMER SAID: SEE TODAYS HISTROICAL ENTRYCUSTS STATES THAT HE WANTS DLRSHO TO PAY FOR DAMAGE TO HIS VEHICLE FROM TREE SAPPCUST STATES THAT HE WAS ASKED TO LEAVE BY DLRSHPDEALER SAID: GRIFFITH FORD MERCURY SEGUIN838 W. COURTSEGUIN TX 78155(830) 303-3673CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS, OR ESPS THEN REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.ADVISED CUST THAT DLRSHP ARE INDEP OWNED AND OPERATED, AND THEY SHOULD HAVE INSURANCE TO COVER THIS ISSUE

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All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070
Name: MR[redacted] Owner Status: Original WSD: 2010-05-27
Symptom Desc: Primary Phone[redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone:[redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE CSR

Odometer: 1 MI

Comm Type: SURVEY

Analyst Name: MARSHA WOJEWSKI-BOYD (MWOJEWSK)

Analyst: MWOJEWSK

Action Date: 08/12/2010

Action Time: 16.36.36.106

Action Data: No

Comments CUSTOMER SAID: CUST SATISFACTION SURVEY-VERY DISSATISFIED-CUST SAYS REQUESTED A BUYBACK FORD REFUSED. GETTING AN ATTORNEY.PER HISTORICS CUST DENIED ANY ASSISTANCE/SERVICE FROM FORD.ATTACHING FOR DOCUMENTATION PURPOSES ONLYCRC ADVISED: ADD ATTACHMENT TO ISSUE

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All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070
Name: MR[redacted] Owner Status: Original WSD: 2010-05-27
Symptom Desc: STALLS/QUITS CRUISE Primary Phone: [redacted]
Reason Desc: CLP - IN - BUYBACK - PARTS DELAY Secondary Phone: [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 07/30/2010

Action: TIER II ESCALATION - BUYBACK
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN
Origin Desc: US CONCERN CASE BASE
Odometer: 2900 MI
Comm Type: PHONE
Analyst Name: WASHINGTON (CWASHI49),CYNTHIA
Analyst: CWASHI49
Action Date: 07/30/2010
Action Time: 13.14.30.365
Action Data: No

Comments CUSTOMER SAID: [redacted]-STATES THE FORD GUY CALLS HIM -STATES THERE ARE METAL PARTICLES THOROUGHOUT THE FUEL SYSTEM AND MOTOR-CUST STATES HE WANTS HIS MONEY BACK -STATES HE WANTS 1 FINAL ANSWER FROM SOMEONE -STATES THE VEH NEEDS A A NEW FUEL LINE-STATES THERE ARE NO FUEL LINES AVAILABLE STATES HE IS MAKING $800/A MONTH PAYMENT ON THE VEH -STATES THE VEH HAS BEEN 2 WEEKS AT THE DLR -STATES THE VEH IS GOING TO HAVE TO BE REBUILT-STATES HE IS ABOUT READY TO GET HIS ATTORNEY INVOLVED REGARDING DECEPTVIE TRADE PRACTICES-STATES SELLING HIM A VEHICE THAT WAS IMPROPERLY DESIGNED AND CANNOT BE FIXED -STATES HE WOULD LIKE TO HEAR BACK FROM SOMEONE-STATES HE HAS NOT GOTTEN ANYTHING FROM ANYONE THAT WAS WILLING TO DO SOMETHING FOR HIM-CUST STATES HE WILL GO BUY ANOTHER BRAND OF VEH -CUST STATES IT WAS NOT SATISFYING TO HIM TO GET A LOANER/VEHICLE PAYMENT, ETC THAT WAS OFFERED -STATES HE IS SENDING IN HIS VIEWPOINT SURVEY -STATES IT IS NOT GOING TO BE A VERY GOOD RATING -STATES THAT NOW THAT PARTICLES ARE FUEL PUMP IS DETONATED THROUGHOUT HIS ENGINE -STATES HE DOES NOT WANT ANYTHING FROM FORD AND AND IF HE IS NOT GOING TO GET IT HE WILL SEEK OUT OTHER MEANS TO GET IT -STATES HE WILL HAVE TO INTERVIEW A HANDFUL OF ATTORNEYSDEALER SAID: -CUST STATES NO ONE AT FORD WANTS TO DO ANYTHING-CUST STATES HE HAS SPOKEN TO PATRICK LAW FIRM ABOUT-CUST SAYS CONTINUED:-STATES AT THIS POINT HE DOES NOT WANT THE TRUCK FIXED -CUST STATES HE WILL SELL THE TRUCK AND TAKE A LOSS AND HE WILL NOT BUY ANOTHER FORD PRODUCTCRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.-[redacted]-CCR ADVISED -OBC TO DLR-SPOKE TO JOEL/SM-STATES APPROVED REPAIR ON THE VEH -STATES SOME OF THE PARTS ARE BACKORDERED-STATES HE DOES NOT KNOW WHEN THEY WILL GET THEM-STATES THE CUST IS READY TO PUT CAB IN THE ARE -FUEL RAILS ARE BACKORDERED AND DOES NOT KNOW WHEN THEY WILL BE IN -STATES FORD HAS GIVEN THEM APPROVAL TO REPAIR THE VEH

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2900 MI
Comm Type: PHONE
Analyst Name: THOMPSON, BETHANY
Analyst: BTHOM208
Action Date: 07/30/2010
Action Time: 15.58.16.268
Action Data: No

Comments --IBC FROM DLR GM STAN GRADY--GM ADV CSM LOOKING TO HELP CM TRADE VEH IN--CSM OFFERED XPLAN--GM LOOKING FOR MORE ASSISTANCE--GM ASKED FOR MY SUP TO CALL HIM BACK--TL FRANK SPOKE TO GM--ALL AGREED THAT THE GM WILL HAVE CM CONTACT--CSM WILL PUT IN PARTS ESCALATION AND UPDATE THE GM THRU EMAIL--CSM PUT IN PARTS ESCALATION FOR PART # 8C3Z9B337A - ETRACKER #9699414--CSM PUT IN PARTS ESCALATION FOR PART #8C3Z9B192A - ETRACKER #9699422

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2900 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 07/30/2010 **Action Time:** 16.05.44.686 **Action Data:** Yes

Comments --CSM PUT IN PARTS ESCALATION FOR TWO MORE PARTS --PART # 8C3Z9T287AA - ETRACKER #9699442--PART # 8C3Z9T287BA - ETRACKER # 9699450--CSM EMAILING INFO TO GM

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-04-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2900 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 08/04/2010 **Action Time:** 09.34.04.211 **Action Data:** No

Comments --CSM RECEIVED ETRACKER UPDATES:9699442- TBD, 9699422 EARLY OCT, 9699414 EARLY OCT--CSM WILL SEND EMAIL TO GM TO UPDATE TO RELAY TO CM

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2900 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 08/04/2010 **Action Time:** 09.46.42.703 **Action Data:** Yes

Comments --CSM SENT GM STAN GRADY AN UPDATE ON THE CM B/O PARTS--CSM ADV GM I HAVE OFFERED THE CM A RENTAL, THE OFFER STILL STANDS IF WOULD LIKE TO ACCEPT--CSM ASKED GM TO PLEASE RESPOND

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-06-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: PARTS ESCALATION - PART ARRIVAL
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2900 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 08/05/2010 **Action Time:** 09.51.53.387 **Action Data:** Yes

Comments --CSM UPDATING CONVERSATION WITH MARK WESTBROOK--CM SAYS THAT HE HE BROKE HIS FOOT WHILE PUSHING HIS TRUCK DOWN THE ROAD, HE IS CONTACTING A LAWYER AND SUEING EVERYONE IN THE COMPANY--CSM OFFERED TO HELP THE CM WITH A RENTAL, CM DENIED--CM SAYS THE DLRSHP WHERE HE IS TRYING TO PURCHASE ANOTHER VEH LEFT HIM STRANDED AND HE IS WALKING FIVE MILES WITH A BROKEN FOOT--CM SAYS HE HAS REMOVED HIS PERSONAL ITEMS FROM THE TRUCK AND IS LEAVING IT THERE--CM SAYS HE IS NO LONGER MAKING PAYMENTS ON THE VEH--CLOSING PARTS ESCALATION DUE TO CM REFUSING SERVICE

Data Element Name	Data Value
DATE OF PART ARRIVAL AT DEALERSHIP:	08-05-2010

FORD PART? (Y/N):	NO
AFTERMARKET PART? (Y/N):	NO
CUSTOMER OPTED OUT? (Y/N):	YES

Action: CUSTOMER REFUSES SERVICE
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2900 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 08/05/2010 **Action Time:** 09.53.13.942 **Action Data:** No

Comments --ZM ADV CM IS REFUSING SVC ON VEH--NO FUTHER ACTION REQUIRED--CASE CLOSED

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All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070
Name: [redacted] Owner Status: Original WSD: 2010-05-27
Symptom Desc: NO CRANK START TEMP ALL ENGINE TEMP Primary Phone: [redacted]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone: [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 07/27/2010

Action: TIER II ESCALATION - BUYBACK
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN Origin Desc: US CONCERN CASE BASE
Odometer: 3000 MI Comm Type: PHONE
Analyst Name: FLUHR, MICHELLE Analyst: MFLUHR
Action Date: 07/26/2010 Action Time: 12.50.56.575 Action Data: No

Comments CUSTOMER SAID: CUST= SAID TRUCK CUT OFF ON HIM AND HE HAD TO WALK TEN MILES FOR HELPTHINKS IT A TIE ROD PROBLEM- SAYS ITS A LEMONWANTS FOR TO BUY BACK HIS TRUCKDEALER SAID: GRIFFITH FORD MERCURY SEGUIN838 W. COURTSEGUIN TX 78155(830) 303-3673CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.CRC= DID ADVISE OF ABOVECRC= OBC TO DEALER BECAUSE CUST DID NOT HAVE VIN NUMBER OF TRUCK AND IT HAD NOT BEEN ASSIGN TO CUSTTALK TO STEVE S/M GAVE ME VIN NUMBER AND SAID THE CUST HAD ALL AFTERMARKET SUSPENSION ON THE TRUCK

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3000 MI Comm Type: PHONE
Analyst Name: THOMPSON, BETHANY Analyst: BTHOM208
Action Date: 07/27/2010 Action Time: 10.57.13.187 Action Data: No

Comments ***CSM BETHANY X7712***--HANDLING REGIONAL ESCALATION--INITIAL CASE REVIEW--FOUR VEH ON RECORD, THREE ORIGINAL OWNER, TWO STILL OWNED--NO FSAS RELATED TO THE CONCERN, NO ESPS--NO TSBS OR SSMS RELATED TO THE CONCERN--NO WARRANTY REPAIRS RELATED TO THE CONCERN--TECH HOTLINE HAS NOT BEEN CONTACTED REGARDING THIS CONCERN

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3000 MI Comm Type: PHONE
Analyst Name: THOMPSON, BETHANY Analyst: BTHOM208
Action Date: 07/27/2010 Action Time: 12.15.52.074 Action Data: Yes

Comments --OBC TO DLR--SPOKE TO S/A STEVEN--S/A SAYS THE VEH SUSPENSION HAS BEEN MOTIFIED--S/A SAYS THE VEH IS IN FOR A CRANK NO START ISSUE--S/A SAYS THAT HE IS WORKING ON THE CONCERN --OBC TO MAR WESTBROOK @ 817-819-7645--UNABLE TO REACH, LEFT MESSAGE--CSM WILL F/U 07-28-10

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-28-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 3000 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 07/28/2010 **Action Time:** 12.29.07.384 **Action Data:** Yes

Comments --RECEIVED VM FROM MARK WESTBROOK--OBC TO MARK WESTBROOK @ 817-819-7645--UNABLE TO REACH, LEFT MESSAGE--CSM WILL F/U 07-29-10

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-29-2010
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CUSTOMER REFUSES SERVICE
Dealer: 07594 GRIFFITH FORD MERCURY SEGUIN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3000 MI **Comm Type:** PHONE
Analyst Name: THOMPSON, BETHANY **Analyst:** BTHOM208
Action Date: 07/28/2010 **Action Time:** 15.38.45.455 **Action Data:** No

Comments --IBC FROM [redacted]--CM STAES THAT HE HAS REMOVED ALL HIS BELONGINGS FROM THE VEH AND HAS ABONDONED THE VEH AT THE REPAIRING DLRSHP--CM STATES HE IS AT HIS SELLING DEALER TRYING TO MAKE A DEAL--CSM ADV CM I COULD OFFER HIM AN X-PLAN--CSM ADV CM THAT IF ALLOWS US TO FIX HIS VEH THAT I CAN LOOK INTO HIS EXPENSES INCURRED FORM THE BREAK DOWN, A LOANER VEH, AND POSSIBLY A VEH PAYMENT--CM IS LOOKING FOR TRADE ASSISTANCE--CM DENIED MY ASSISTANCE--NO FURTHER ACTION REQUIRED--CASE CLOSED

All Action Details for Issue

Print

VIN: 1FTSW2BR7AE[redacted] **Year:** 2010 **Model:** F-SERIES SUPER DUTY **Case:** 1462572070
Name: MR [redacted] **Owner Status:** Original **WSD:** 2010-05-27
Symptom Desc: FUEL SYSTEM LEAKS TANK SELECTOR **Primary Phone** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 3000 MI **Comm Type:** PHONE
Analyst Name: DAVIS, TIFFANY **Analyst:** TDAVI223
Action Date: 07/26/2010 **Action Time:** 14.09.13.230 **Action Data:** No

Comments CUSTOMER SAID: -DLR ADV LOOSING FUEL PRESSURE-CUST WANTS SOME ONE TO GIVE HIS MONEY BACK NOW-IS GETTING MORE MAD-WILL HIRE ATTONERY-WILL NOT WAIT 2 DAYS FOR CALL BACK-WANTS ALL HIS MONEY BACK-CUST SUPERVISORCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-CRC ADV OF ABOVE

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	AG1E9009 NHL			**Received:**	07/27/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BR7AE[redacted]			**Build Date:**	07/13/2009
Odometer :	3,393 M	**Engine:**	6.4L OHV	**Calibration:**	
Transmission:	5R110W DSL	**Axle:**		**A/C:**	YES
Dealer:	USA 07594 Griffith Ford Mercury Seguin			**Phone#:**	(830) 303-1192
City:	Seguin	**State:**	Texas	**Country :**	USA

Originator: ERIC VILLELA

Symptom: 6 03 3 93 DRVABL,CRANKS/NO STAR,START ENG TEMP ,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INT NO START

Fix: **Causal Component :**

Condition Code:

Hotliner: JCUTLER8 **Phone:** 313 317-9290 **Regn Cd:** C2 Houston

Engineering: **Phone:** **TAR:**

Dlr Contact: ERIC VILLELA **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC: P2291 P0087 P0088

KOER:

Comments:

REPAIR 07/27/2010 07:04PM JOHN CUTLER MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: ENGINE CRANKS, WILL NOT START
DIAGNOSTICS: PPT M FOR CODES P0088, P0087, P2291 PARTS
REPLACED:: NONE TECH QUESTION: THE TRUCK HAS ALWAYS STARTED FOR
ME. THE PPTM AND STILL DIDNT FINE ANYTHING WRONG WITH THE TRUCK WHAT
IS ANOTHERE THING I CHECK THAT I HAVENT DONE BESIDES THE DEBRIS CHECK,
WHAT IS ICP PRESSURE AND VOLTAGE? PLEASE PROVIDE THE RESULTS
OF THE BASE FUEL PRESSURE TEST. FOR 6.0L ENGINES, PLEASE USE THE
DIESEL FUEL FLOW TESTER 310-193. FOR 6.4L ENGINES, PLEASE USE THE FUEL
LINE ADAPTER 310-159. BOTH FUEL PRESSURE TEST PASSED IF VEHICLE IS
EQUIPPED WITH AN IPR, WHAT IS THE IPR DOING DURING THE CONCERN?
BODY CONVERSION: PERSONAL

RECOMM 07/27/2010 07:04PM JOHN CUTLER MSS - FCSD - TECH SVC HOTLINE
ERIC, RECOMMEND CONFIRMING THAT THE FUEL LEVEL READING IS ACCURATE.
IF THE CONCERN HAPPENED AT 1/4 TANK OR LESS, THERE MAY BE AN ISSUE A
BIASED SENDER, ALLOWING AIR TO BE SUCKED INTO THE SYSTEM. ENSURE THAT
IS RULED OUT BEFORE PROCEEDING ANY FURTHER. IF THERE IS NO ISSUE
WITH THE FUEL LEVEL, THEN ENSURE NO AERATION IS SEEN WITH THE BLEED
TOOL INSTALLED (310-184). ALSO ENSURE THAT THE WIF DRAIN IS SEATED
TIGHTLY AS WELL. IF NO AERATION IS FOUND (BEYOND THE NORMAL CHAMPAGNE
LIKE BUBBLES), THEN PERFORM THE DEBRIS CHECK AT THE #1 INJECTOR LINE.
IF NO DEBRIS IS FOUND, SUSPECT AN INTERMITTENT PUMP CONCERN.

REPAIR 07/30/2010 11:54AM RALPH BELL MSS - FCSD - TECH SVC HOTLINE
PLEASE DESCRIBE CUSTOMERS CONCERN: ENGINE CRANKS BUT WILL NOT START
VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS
NO PROCESS DIESEL PARTS PROVIDE ANY DETAILS NECESSARY: HOTLINE
HAD ME DO SOME TEST LIKE CHECK FUEK LEVEL IT WAS FULL, CHECK FOR AIR,
MAKE SURE WIF VALES IS CLOSED AND CHECK DEBRI AND THATS WHERE I STOPED

COUSE OFTHE FLAKES QUESTION: WHY IS THE COMPONENT BEING REPLACED? ANSWER:HIGH PRESSURE PUMP COMING APART QUESTION: PLEASE PROVIDE THE SPECIFIC POWER BALANCE TEST RESULTS BY CYLINDER WHEN THE INJECTOR CANCEL MODE IS ENABLED. ANSWER:NONE MISSING OUT QUESTION: PLEASE LIST THE SPECIFIC RELATIVE COMPRESSION TEST RESULTS BY CYLINDER. ANSWER:ALL AT 0% QUESTION: PLEASE DESCRIBE THE CURRENT CONDITION OF BOTH THE OIL AND FUEL. ANSWER:BOTH GOOD QUESTION: WHAT ARE THE RESULTS OF THE FUEL SYSTEM PRESSURE TEST USING FUEL PRESSURE TEST KIT 310-D009 (OR EQUIVALENT GAUGE)? ANSWER:BOTH PASSED QUESTION: WAS ANY AIR PRESENT IN THE FUEL SYSTEM DURING THE HP FUEL SYSTEM BLEED PROCEDURE WITH BLEED TOOL 310-184 INSTALLED? ANSWER:NO QUESTION: PLEASE DESCRIBE THE RESULTS OF THE FUEL SYSTEM DEBRIS CHECK. (STEP 28 OF THE HARD START/NO START DIAGNOSTICS IN THE ONLINE PC/ED) ANSWER:THERE IS SOME DEBRI IT LOOKS LIKE TINNY GLITTER FLAKES QUESTION: WHAT IS THE KOEO FRP VOLTAGE READING, AND WERE ANY FLUCTUATIONS NOTED WHEN THE RH 15-WAY CONNECTOR WAS WIGGLED? ANSWER:.49V QUESTION: PLEASE LIST ALL DTCS PRESENT OR TYPE NONE. ANSWER:P0088,P0087,P2291 QUESTION: PLEASE LIST THE SHORT-TERM FUEL TRIMS OBSERVED FOR EACH CYLINDER AT IDLE. ANSWER:DIDNT DO QUESTION: WAS DTC P2269 PRESENT ON ARRIVAL OR DURING TESTING? ANSWER:NO QUESTION: IS THERE ANY EVIDENCE OF RUST IN THE SECONDARY FUEL FILTER HOUSING WITH THE FUEL FILTER REMOVED? ANSWER:NO PARTS REQUESTED: 6.4 HP PUMP8 INJECTOR(S) USE SECONDARY P&A CODE: 07594

---------- CONTACT ID:511313694 P&A CODE: 07594 DEALER NAME: GRIFFITH FORD MERCURY SEGUIN TECH NAME: ERIC VILLELA TITLE: T - TECHNICIAN CONTACT DATE: 7/30/2010 11:33:49 AM EMAIL: RO#: 11393 RO DATE: 07/26/2010 RO LINE #: 1 DEALER PHONE: 830-303-3673 VIN: 1FTSW2BR7AE[redacted] VEHICLE: 2010 F-SERIES F-250 CREW CAB 4X4 ODOMETER: 3393 ENGINE: 6.4L TC DIESEL V8 TRANS: TORQSHIFT CLAIM TYPE: DIESEL PARTS WARRANTY START DATE:

05/27/2010 SPW MILEAGE: SPW INSTALL DATE: USAGE: PERSONAL PART #: SERIAL #: 9NVXH06.4AGC ENGINE BUILD DATE: 07-13-2009

RECOMM 07/30/2010 11:54AM RALPH BELL MSS - FCSD - TECH SVC HOTLINE

JUST TO CLARIFY, WAS THE DEBRIS TEST CONDUCTED AT THAT THE SUPPLY LINES LEADING TO INJECTORS 1 AND 2, PER STEP 28? IF SO, PROVIDE THE NUMBER OF ENGINE HOURS. ARE THERE ANY OBVIOUS SIGNS OF FUEL SYSTEM CONTAMINATION BASED ON A SAMPLE OF FUEL FROM THE HFCM. PLEASE INFORM. THANKS.

REPAIR 07/30/2010 12:09PM DONALD HAMILTON MSS - FCSD - TECH SVC HOTLINE

TECHNICIAN: YES THE DEBRI WAS FROM LINE 1 AND 2, ENGINE HOURS 109, NO OBVIOUS SIGNS OF SYSTEM CONTAMINATION IN FUEL FROM HFCM

RECOMM 07/30/2010 12:09PM DONALD HAMILTON MSS - FCSD - TECH SVC HOTLINE

BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED FOR REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP AND ALL EIGHT INJECTORS. REFER TO THE WORKSHOP MANUAL FOR SERVICE INFORMATION ON REPLACING THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C05.HTM" TARGET="_BLANK">FUEL INJECTORS AND HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8O34C08.HTM" TARGET="_BLANK">HP PUMP. IN ADDITION, IT IS NECESSARY TO REPLACE THE FUEL COOLER, BOTH FUEL RAILS, AND ALL FLEXIBLE FUEL LINES ON TOP OF THE ENGINE IN ORDER TO PREVENT REPEAT FUEL SYSTEM CONTAMINATION. FLUSH OUT THE LOW SIDE FUEL LINES AND THE FUEL RETURN PASSAGES IN THE CYLINDER HEADS. CHECK FOR METAL DEBRIS IN THE FUEL TANK; IF FOUND, CLEAN IT AS NEEDED. MAKE SURE TO PERFORM BOTH THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/19/S8OA0007.HTM" TARGET="_BLANK">LP FUEL SYSTEM BLEED AND THE HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS8O/~MUS~LEN/20/S8OA0008.HTM" TARGET="_BLANK">HP FUEL SYSTEM BLEED ONCE THE REPAIR IS COMPLETE. PAAHT

REPAIR 08/02/2010 02:26PM JOHN HERDZIK MSS - FCSD - TECH SVC HOTLINE

TECHNICIAN REPLY: I HAVE A QUESTION I OPENED THE BOX FOR THR HIGH PRESSURE PUMP BOX AND THE BLUE AIR TIGHT BAG WAS OPEN AND IT WAS MISSING ONE OF THE YELLOW CAPS, WHAT DO YOU RECOMENT CAN THE PUMP STILL BE USED.

RECOMM 08/02/2010 02:26PM JOHN HERDZIK MSS - FCSD - TECH SVC HOTLINE

ERIC, THE HIGH PRESSURE PUMP SHOULD BE ABLE TO BE USED. PLEASE INSPECT THE HIGH PRESSURE PUMP FOR ANY VISIBLE DAMAGE. IF THE PUMP DOES REQUIRE REPLACEMENT PLEASE SUBMIT THE APPROPRIATE PRIOR APPROVAL FORMS FOR SPW REPLACEMENT OF THE HIGH PRESSURE FUEL PUMP. IF YOU NEED FURTHER ASSISTANCE, PLEASE UPDATE THE ONLINE FORM WITH ADDITIONAL INFORMATION AND SUBMIT FOR REVIEW.

REPAIR 08/04/2010 03:29PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE

TECHNICIAN REPLY: CUSTOMER WANTS US TO REMOVE THE HEADS TO CHECK FOR METAL DEBRIS. WHAT DO RECOMMEND I DO OR TELL THE CUSTOMER?

RECOMM 08/04/2010 03:29PM SIMON PIENTON MSS - FCSD - TECH SVC HOTLINE

ERIC, CYLINDER HEAD REMOVAL IS NOT A RECOMMENDED TEST AND SHOULD NOT BE PERFORMED FOR CHECKING FUEL SYSTEM DEBRIS. IF NO DEBRIS WAS FOUND IN THE FUEL RAILS AT THE INJECTOR FEED LINES FOR CYLINDERS 1 AND 2 AS OUTLINED IN THE ON-LINE PC/ED STEP 28 THEN THE FUEL SYSTEM HAS NOT BEEN CONTAMINATED. EVEN WHEN FUEL SYSTEM CONTAMINATION HAS OCCURRED REQUIRING THE RETURN PASSAGES TO BE FLUSHED THE CYLINDER HEADS DO NOT NEED TO BE REMOVED. THANK YOU

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