

[illegible]

11/05/10	26211804
11/21/10	61001
91001	91002
R. RUDOLPH "W"	
1170011859	
	26211804

[illegible]



[illegible]

11/05/10	103120
11/23/10	Final
31071	31052
B. FULEMAN/AM	
1FTW031852	

1089	FORD	SUPER DUTY P-	4WD CREW CAB 1957	9N668080
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[illegible]





2003年12月26日  
星期二  
第1234号

11/29/10	30325061
11/30/10	Final
11/01/11	31052

D. HALLIDAY

LETTERS

2008	FORG
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REF ID: A66544

4100 CUBA CAY 1501

2000年12月

1. *Journal of the American Medical Association*, 1997; 277: 1033-1038.

11 - Customer Reports.

PLI-80Y  
3290-27

Caused by:

COML 8676807000 CLE RENTAI

REF ID: A66314 FOR REPAIR

WORK performed by HOUSE TECH. (199)

Continued by REFUND: REFUND  
 may be determined by House Form

North: performed by  
North: performed by

FILE TOTAL: \$240.32

DEALER CREDIT RENTAL ACCOUNT

CLICK TO CUSTOMER F

WATSON

**Warrant**

WATERBURY

10/6/62

1. [Illegible text]

The following information was obtained from the records of the Bureau of Prisons, Washington, D.C., regarding the above-named individual:

NAME: [REDACTED]  
DATE OF BIRTH: [REDACTED]  
PLACE OF BIRTH: [REDACTED]  
RACE: [REDACTED]  
SEX: [REDACTED]  
HEIGHT: [REDACTED]  
WEIGHT: [REDACTED]  
EYES: [REDACTED]  
HAIR: [REDACTED]  
SKIN: [REDACTED]  
TATTOOS: [REDACTED]  
SCARS: [REDACTED]  
DISEASES: [REDACTED]  
RELIGION: [REDACTED]  
MARRIAGE: [REDACTED]  
CHILDREN: [REDACTED]  
PARENTS: [REDACTED]  
SIBLINGS: [REDACTED]  
EDUCATION: [REDACTED]  
OCCUPATIONS: [REDACTED]  
CRIMINAL RECORD: [REDACTED]

[illegible]

MAGN  
CHSE  
OPERATIONS  
SHEET  
SHEET #17 OF 20  
OPERATION OPERATIONS  
ALTERNATIVE 1  
ALTERNATIVE 2

101-10000



OFFICE OF THE ATTORNEY GENERAL  
 1000 Bankers Building  
 St. Paul, Minn. 55101

12/02/10	2532214
12/13/10	Pima
32030	25326
R. ROLLANDY/MS	
17TNN31RS9E	
9N705540	

3009	FORD	SUPR DUTY F-	4WD CRD CRD 136"	9N7056H3
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REPAIR. 42 233 1) * Component Reports: RENTAL Ordered by CLAIN FOR TRANSPORTATION ASSISTANCE. 1633211, 2 ENTERPRISE RENTAL. Generated by TAP1: (199) (92) TAP MY CLAIN FOR FORD VEHICLE Work performed by HOUSE TECH (199) Work performed by HOUSE TECH (199) Work performed by 1054 + 22876 ENTERPRISE RENTAL, 920576. TAP1: 3 DAYS TAP2: 3 DAYS		Warranty Warranty Warranty
2) * Component Reports: RENTAL Ordered by CLAIN FOR TRANSPORTATION ASSISTANCE. 1633211, 2 ENTERPRISE RENTAL. Generated by TAP1: (199) (92) TAP MY CLAIN FOR FORD VEHICLE Work performed by HOUSE TECH (199) Work performed by HOUSE TECH (199) Work performed by 1054 + 22876 ENTERPRISE RENTAL, 920576. TAP1: 3 DAYS TAP2: 3 DAYS		Warranty Warranty Warranty



PLANNING DEPARTMENT HOUSE  
750 2nd. St. S.W.  
Albuquerque, N.M.  
800 2nd. St. S.W. - 800 2nd. St. S.W.

12/02/10	12/31/11
12/22/10	Final
PIERS	20054
B. HOLLEMAN/VP	
INTERNET	
	SWOCHRON

[illegible]



## *Krohn & Moss, Ltd.*

*California, Florida, Illinois, Kansas, Kentucky, Indiana, Minnesota, Missouri, Ohio, Texas, Washington DC, Wisconsin*

### *Main Office*

*120 West Madison, 10<sup>th</sup> Floor*

*Chicago, Illinois 60602*

*www.krohnandmoss.com*

*Writer's Direct Number*

*(312) 578-9488 Ext. 281*

*Writer's Direct Facsimile*

*(866) 309-9468*

*Writer's Direct E-Mail*

*amc@krohnandmoss.com or amc@krohnandmoss.com*

*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

Page 2

February 4, 2011

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.



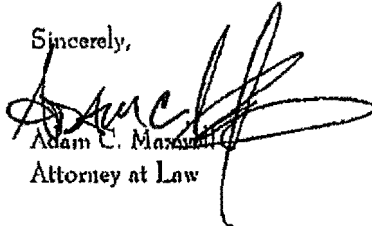
Page 3

February 4, 2011

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. Mansueti  
Attorney at Law

ACM/ah

cc: [REDACTED] [REDACTED] [REDACTED] [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.

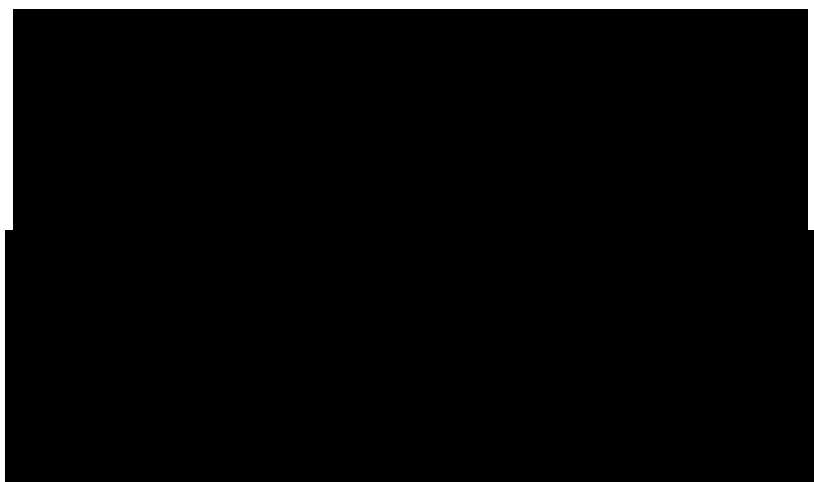
### **CUSTOMER RESPONSIBILITIES**

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.





**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 CDZBANSKI@FORD.COM

**SIGNED:** C T Corporation System  
**PER:** Lisa Uttech  
**ADDRESS:** 5615 Corporate Blvd  
Suite 400B  
Baton Rouge, LA 70808  
**TELEPHONE:** 225-922-4490

LITIGATION  
PRACTICE GROUP

11 FEB 28 P5:40

OFFICE OF THE  
GENERAL COUNSEL



## 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

DOCKET NO.: 93581 G

VERSUS

15<sup>TH</sup> JUDICIAL DISTRICT COURT

ACADIANA FORD, INC. AND  
FORD MOTOR COMPANY

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:

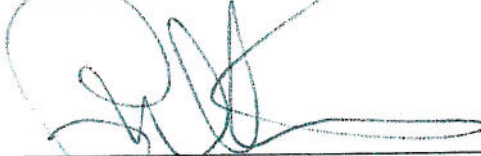
- A. Redhibition;
- B. Breach of Contract;

- 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:**



**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

VERMILION PARISH, LA.  
FILED THIS DAY  
2011 FEB 18 P 12:05  
Pamela Mayhew-Brown  
CLERK OF COURT

**JUANITA P. HEBERT**

**DOCKET NO.:**

**VERSUS**

**15<sup>TH</sup> JUDICIAL DISTRICT COURT**

**ACADIANA FORD, INC. AND  
FORD MOTOR COMPANY**

**PARISH OF VERMILION**

**STATE OF LOUISIANA**

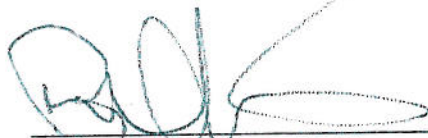
**REQUEST FOR NOTICE**

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.

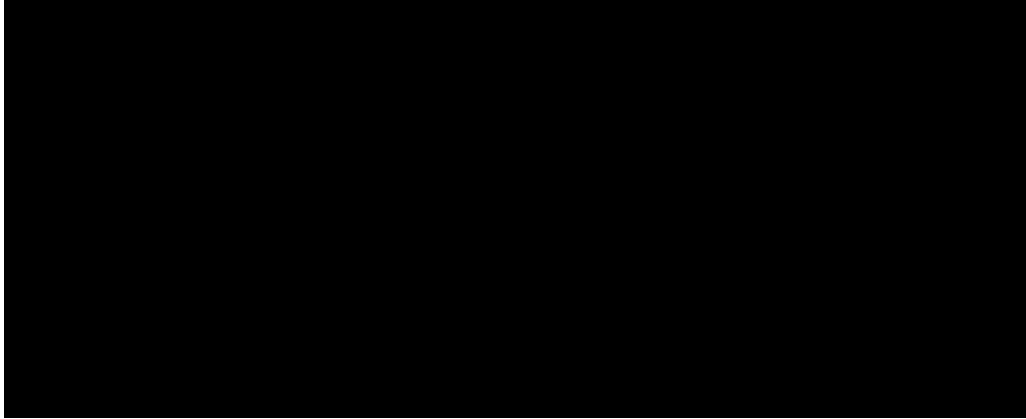
Notice is to be mailed to or served upon Petitioner, **JUANITA P. HEBERT**, through her undersigned counsel.

**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] /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.

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FLSET

EA11-003 000537LC

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](mailto: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 & wheel protection: \$429.00

Appearance protection: \$399.00

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ATA

EA11-003 000539LC

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

SLA  
F201121987

DEAL# 64891  
STK# AEA04690

JUL-22-2011 15:33 From: WILLIAM FOLSON

9047445700

To: 7275305863

P.16/94

# ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$2,088.60 sales tax)	\$ 58,808.82(1)
2 Total Downpayment =	
Trade-In 2006 GMC 2500	
(Year) (Make) (Model)	
Trade-In 1GTHK23096F (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)	\$ 55,062.82(s)
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 MVWA	\$ 2.00
F Government Documentary Stamp Taxes	\$ 215.60
G Government Taxes Not Included in Cash Price. MBT 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 by/dates)	
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(s)

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 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 at our address shown on page 1 of the 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. Yes 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. AUTOMATION 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

LAW 553-PL-ARB-eps 5/09 v2 Page 2 of

**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 \_\_\_\_\_ Date \_\_\_\_\_  
 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 a 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 renewed from us in order to obtain the extension of credit.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ X 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 acknowledgment if the proposed credit life insurance policy does not contain this restriction.)

Buyer \_\_\_\_\_ Date \_\_\_\_\_ X 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.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ X 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.

X Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ X 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 the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ n.a. and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Sign X \_\_\_\_\_ Co-Buyer Sign X \_\_\_\_\_ Date: \_\_\_\_\_

**CUSTOMER / TRUTH IN LENDING COPY**

Buyer Sign X \_\_\_\_\_ Co-Buyer Sign X \_\_\_\_\_  
 P.17/94 To: 7275355523 9047445700 JUL-22-2011 15:33 From: WILLIAM FOLSON LAW 553-FL-ARB-#5/09 v2 Page 3 of 5

JUL-22-2011 15:34 From: WILLIAM FOLSOM

9847445700

To: 7275305863

P. 18/94

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

### d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge at the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

### e. What happens to returned insurance, maintenance, service, or other contract charges.

If we obtain a refund of insurance, maintenance, service, or other contract charge, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.  
If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of your Principal Balance plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney fee and court costs as the law allows. This includes an attorney's fees we incur as a result of any bankruptcy proceeding brought by or against you under federal law.

CUSTOMER / TRUTH IN LENDING COPY

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

LAW 563-FL-ARB-eps 6/08 v2 Page 4 of



- 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.
- g. 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.**

**BELLER'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  
Buyer Signs

X  
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 8, 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

**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 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

P.19/94

T0:7275355522

90474745700

LAW 563-FL-APR-2008 5/12/11 Page 8 of 8  
JUL-22-2011 15:35 FROM: MILLIAM FOLSON

JUL-22-2011 15:36 From: WILLIAM FOLSOM

9847445700

To: 7275305863

P. 20/94

### 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 50181, Minneapolis, MN 55405-0181 ([www.arb-forum.com](http://www.arb-forum.com)), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4805 ([www.adr.org](http://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 \_\_\_\_\_

**LAW**

FORM NO. 553-FL-ARB-eps 001.006 U.S. PATENT NO. 6,460,781  
© 2006 The Automobile and Retailer's Community  
THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONTENT OR  
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN (LEGAL) COUNSEL.

LAW 553-FL-ARB-eps 6/09 v2 Page 60



Agreement. From this date, whenever Agreement together with any documents incorporated into the Agreement by reference, whether such reference is made in this Agreement or in the documents listed,

1. The dealer has changed or modified the design of any part or assembly of the Vehicle after Your order for the Vehicle has been received. We warrant that we will not claim or make against Us if the Vehicle does not contain such changes or modifications, nor shall we be liable for any damages or expenses.

we will deliver to you the same amount in return for the value of the return in mutual funds or securities. The return in any other assets beyond the value of the Agreement will be forfeited and canceled (with full refund of any deposit/paid).

[illegible]

the franchise in Vehicle is not a gray market vehicle, is from and clear of liens or encumbrances, and is not a "lemon" as defined by the applicable state lemon law. The applicable state lemon law is the one in the state in which the Vehicle is located at the time of sale. The applicable state lemon law is the one in the state in which the Vehicle is located at the time of sale. The applicable state lemon law is the one in the state in which the Vehicle is located at the time of sale.

[illegible]

1. The actual amount allowed is subject to the actual cost of the vehicle. You understand that the amount allowed is not a cash rebate and is applied to the purchase price of the vehicle. The actual amount allowed may exceed the actual cash price of the vehicle.

10. The Parties agree that the information contained in this Agreement is confidential and shall remain confidential. The Parties agree to keep the information confidential and shall not disclose it to any third party without the prior written consent of the other Party. The Parties agree to use the information for the purposes of the Agreement and shall not use it for any other purpose.

10. We have a Trade-In Vehicle to be used as part of this transaction. We may return the Trade-In Vehicle to You if We have a

[illegible][illegible]

(c) If you fail to timely pay the amount of this increased benefit and applicable charges in good faith or refuse to accept your assigned - sum of available legal remedies that We may have including: (1) restoring the Agreement to its original state; (2) obtaining a court order to enforce the terms of the Agreement; or (3) terminating the relationship.

[illegible]

1. Damages arising directly or indirectly from this agreement.

5. I agree that the above is only an offer to purchase the Vehicle and in no way creates a binding relationship between me and the Seller. I understand that the Seller is not obligated to sell the Vehicle to me and that the Seller is not obligated to accept any offer to purchase the Vehicle from me. I understand that the Seller is not obligated to accept any offer to purchase the Vehicle from me. I understand that the Seller is not obligated to accept any offer to purchase the Vehicle from me.

1. The State of Florida Department of Transportation (FDOT) is the primary agency responsible for the maintenance and repair of the State's highway system. FDOT is a large agency with a budget of approximately \$1.5 billion. FDOT is responsible for the maintenance and repair of the State's highway system, including the construction and repair of bridges, overpasses, and other structures. FDOT is also responsible for the maintenance and repair of the State's highway system, including the construction and repair of bridges, overpasses, and other structures.

1. THE TOTAL DELIVERY PRICE, IN THE RATE OF THE VEHICLE DESCRIBED IN THIS AGREEMENT IS DEDUCTIBLE UPON PAYMENT BY A THIRD PARTY FINANCING INSTITUTION ("FINANCE INSTITUTION") TO PURCHASE THE RETAIL INSTALLMENT CONTRACT FROM THE LESSOR, AND THE FINANCE INSTITUTION SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE RETAIL INSTALLMENT CONTRACT TO THE LESSOR.

4. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AND HAVE CAUSED THESE PRESENTS TO BE SIGNED BY THE ASSISTANT ATTORNEY GENERAL, AND THE SAME TO BE PUBLICLY READ AND AFFIRMED, IN AND FOR THE CITY AND COUNTY OF LOS ANGELES, CALIFORNIA, THIS 11TH DAY OF JANUARY, 1961.

THE RENTER SHALL BE RESPONSIBLE FOR EACH DAY FOLLOWING THE 48 HOUR RETURN PERIOD, WHILE THE VEHICLE IS IN YOUR POSSESSION. THE RENTER SHALL BE RESPONSIBLE FOR THE VEHICLE'S CONDITION AND FOR THE VEHICLE'S RETURN TO THE RENTAL COMPANY IN THE SAME CONDITION AS IT WAS RECEIVED. THE RENTER SHALL BE RESPONSIBLE FOR THE VEHICLE'S RETURN TO THE RENTAL COMPANY IN THE SAME CONDITION AS IT WAS RECEIVED. THE RENTER SHALL BE RESPONSIBLE FOR THE VEHICLE'S RETURN TO THE RENTAL COMPANY IN THE SAME CONDITION AS IT WAS RECEIVED.

THIS POLICY DOES NOT COVER DAMAGE OR INJURY TO PEOPLE OR PROPERTY (INCLUDING THE VEHICLE) FROM USE OR OPERATION OF THE VEHICLE YOU WILL MAINTAIN INSURANCE ON THE VEHICLE TO COVER SUCH RISKS, AND THE INSURANCE THAT YOU WILL BE PRIMARILY AND EXCLUSIVELY ASKED TO USE THE RIGHT TO RECEIVE PROCEEDS PAYABLE TO YOU UNDER

1. 4. THE BENEFIT PAYING WE AND HEREBY PREVIOUSLY APPOINTED YOUR ATTORNEY IN FACT TO ENFORCE YOUR BENEFIT UNDER POLICY OF UNATRA MAILED BY SUCH INSURANCE CARRIERS BY REASON OF SUCH ACCIDENT, ANY AMOUNT OF MONEY YOU SHALL BE APPLIED TOWARDS PAYMENT OF YOUR DELIBERATE HEREUNDER AND ANY EXCESS OF THE FLOOD OVER SUCH AMOUNT OF YOUR SHALL BE DEPOSITED TO YOUR OWN ACCOUNT TO THE FLOOD INSURANCE COMPANY.

1. I/WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF.

**Ford Credit**

NAME OF CREDITOR (Borrower Name and Address)

32256

-143-

Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
2010 Ford	F250	1FTSW20RXXE [REDACTED]	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

24000.00 21754.00

59024-8871

...and on your behalf, I shall be retaining a portion of these amounts.

1. Buyer understands that he has the option of assigning any other policy or policies. Buyer owns or may procure for the purpose of investing this retail installment under and the policy need not be purchased from the Director in order to assign it.

### Co-Buyer Eligible

2. Blayre understands that the credit life coverage may be terminated if, at the time of application, Blayre is unable to engage in employment or is unable to perform normal activities of a person of like age and sex as the proposed credit life insurance policy contains this restriction.

### Co-Driver Styles

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.

Co-Buyer: Wah

GO-BUY-AMERICAN

You will continue to be insured.

COPIES SENT TO:

1. Training      Instruction  
2. Personal Credibility      Intelligence  
3. Age      Sex  
4. Appearance      Attitude  
5. Background      Interests  
6. Education      Occupation  
7. Religion      Marital Status  
8. Family      Friends  
9. Travel      Associations  
10. Health      Physical Condition  
11. Character      Personality  
12. Skills      Abilities  
13. Interests      Hobbies  
14. Values      Beliefs  
15. Attitudes      Opinions  
16. Preferences      Dislikes  
17. Strengths      Weaknesses  
18. Assets      Liabilities  
19. Resources      Support  
20. Network      Influences  
21. Connections      Relationships  
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23. History      Experience  
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Government and the Preliminary and  
Preliminary Committee of the Government

FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
For each month of term, will be \$1.00	For a month of credit provided by you on your order	For amount and will have paid when you have made all scheduled payments	The total cost of your purchase on credit including your down payment
3624.84	6180.78	6504.80	3746.00

\_\_\_\_\_

15-00000

\_\_\_\_\_

\_\_\_\_\_

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

— 51 —

11. 7 x 24 hr. emergency payment received more than 10 days late. The

[illegible]

1982023251

0000/000

Buyer must pay a late charge on each payment received more than 10 days late. The late charge is 5% of the scheduled payment.  
Buyer agrees to this contract for additional information on security interest, nonpayment, and right to require repayment of your debt in full before the scheduled date, and to accept the terms of this contract.

OPTIONAL INSURANCE	
Coverage and Insurance Company	Premium and Term in Months
SALES CONTRACT	\$ 3080.00
SALES TAX	84
SALES PROTECTION	\$ 249.00
SALES FEE	72
SALES CHARGE	\$ 399.00
SALES HAZARD	36
SALES WHEEL	\$ 429.00
SALES GUARD	72
SALES TOTAL	\$ 900.00

**EXCESS WEAR, USE AND MILEAGE CHARGES**  
If the vehicle 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 use if you exercise the option to sell the vehicle back to Creditor under this contract. You must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

[Redacted Signature] the Creditor.

[Redacted Signature]

**ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

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.

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

☒ Debt Cancellation Waiver Addendum (Option)  
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is \$[Redacted].

The documentary stamp tax required by law in the amount of \$[Redacted] has been paid or will be paid directly to the Department of Revenue.  
Certificate of Registration 39-8000747771-3

Seller's Signature [Redacted]  
Buyer's Signature [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.  
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.

By [Redacted Signature] Co-Buyer X Signs [Redacted Signature]  
Title [Redacted Signature]  
By [Redacted Signature] Title [Redacted Signature]  
THIS CONTRACT IS NOT VALID UNTIL YOU ARE BOTH SIGNED.

Buyer may transfer this contract to another person who will assume all Seller's rights, privileges, and remedies. By signing below, the Buyer assigns this contract to [Redacted Signature] 1800-727-7000  
Buyer may visit their website at [www.fordcredit.com](http://www.fordcredit.com)



...when they are  
... This is a simple  
... to pay will depend  
... may exceed the  
... later than the  
... Your payment will  
... Finance Charge and  
... Charge is earned by  
... amount financed for  
... outstanding

your four Request Assignees may agree to allow you to extend the due date of any part of any installment payment for an extension too long as you will have to be required to extend the insurance coverage required by the contract to cover the extension period. In addition to the extension period, you may be required to pay any additional finance charges which may be a result of your being allowed to extend your payment.

12. You may pay all that you owe when the last installment payment is due.

... will pay back the Creditor before the refinancing. You also  
... provide proof of insurance acceptable to Creditor before the  
... the Annual Percentage Rate (APR) for the refinancing will be  
... the 1st payment to be made and the 1st payment to be made

and the monthly payment shall be the same as in this contract if the  
 amount it will be fully paid within 36 months of the due date of  
 installment payment. Otherwise, the monthly payment amount shall

4. All bills must be received no later than 30 days prior to the due date of the monthly payment.

4. You also must pay to the Creditors the estimated cost of the repairs to the vehicle that are the result of excess wear and use, as determined by the court.

shows no name other than the Creditor's name, transforming

1. **Change Repair:** If your last installment payment under this contract is not a cash payment and you sell the vehicle back to the Creditor under Section 5, you are responsible for repairs of all damages to the vehicle.

1-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-10

...all electronic malfunctions; all interior lighting, climate or view areas; and all dangerous conditions which would be covered by the Federal Motor Vehicle Safety Standards.

...made the repairs before inspection of the vehicle and

As to the estimated costs of repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor, if you complete with the estimated costs of repairs, you may have the same

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.

1. **Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part or in Finance Charge and all other amounts due under this contract. Creditor

**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

**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 the use of

as a direct result of having to retake the vehicle, build 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 pay what is still owed to the Creditor. If you do not pay the amount, when a Creditor asks, the Creditor may charge you interest at the highest rate.

**L. Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawsuit fees and other legal expenses.

M. **Consumer Reports:** You authorize the Assignee listed on the face of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time by any means.

**N. Servicing and Collection:** You agree that Creditor, Creditors Affiliates, agents and service providers may monitor, report and enforce

other reasons. You also expressly consent and agree that Credit  
Crucior's affiliates, agents and service providers may use your

electronic or verbal means to contact you. This consent inclusion does not limit to, contact by manual calling methods, pre-recorded or other voice messages, toll messages, aural and/or automatic facsimile

diating 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 pho-

**0. Applicable Law:** You agree that this contract will be governed

P. General: This contract contains the entire agreement between

doesn't enforce Creditor's rights every time, Creditor can still enforce the other provisions of the contract, all of the other provisions of the contract.

Assignment has assigned, to Oil Exchange, in its capacity as Assignor, qualified to comprehend the debts due and to be paid by Assignor.

Buyer acknowledges and accepts assignment of this contract to  
American Ford and guarantees assignment to

subsequent assignment of this contract, and accepts this provision notice of any such assignment, by Assignee or any one else without further notice to Buyer. This consent and notice requirement shall not apply to any assignment to any successor in interest of Buyer.

WU: 5XU.

\*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, damages, or setoffs which you may have against the Seller or manufacturer of the vehicle.

13. If the Seller is selling the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor," agrees to see 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 on or after 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 agrees that he has received a completed copy of this contract, and this Guaranty at the time of signing.

Address \_\_\_\_\_

1. This is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor may choose to file a lawsuit at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such arbitration will be limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, application, or enforceability of any issue; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including your relationship with third parties who do not sign this contract.

When 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

~~Agree, then. 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# AEA04590  
ST# 3988524  
RM# 4054

88103190

# GAI Warranty Company of Florida

FLORIDA LICENSE # 60112



The Painless Dent Removal (PDR) Service Plan

## Ding Shield Registration Form

### BUYER INFORMATION

Vehicle Buyer/Leasee [REDACTED]  
Address [REDACTED] Apt [REDACTED]  
City JACKSONVILLE State FL Zip [REDACTED]  
Phone Home ( [REDACTED] )  
Phone Work ( [REDACTED] ) Email [REDACTED]

### VEHICLE INFORMATION

Vehicle Year 2010 Make FORD Model F250  
☒ New ☐ Pre-Owned\* ☐ Leased VIN 1FTSW2BRXAG [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) ☒ 3 year (36 month) ☐ 4 year (48 month) ☐ 5 year (60 month)

I have read and agree with [REDACTED] Plan.

Buyer Signature [REDACTED] Purchase Price \$399.00 Purchase Date 01/30/2010

### DEALER INFORMATION

Dealer MIKE SHAD FORD AT THE AVENUES Dealer# [REDACTED]

Address 10720 PHILIPS HIGHWAY

City JACKSONVILLE State FL Zip 32256

Phone 904-292-2325 Email [REDACTED]

By [REDACTED] Title [REDACTED]

Signed [REDACTED]

### LENDING INSTITUTION

Name [REDACTED]

Address [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED]

CUSTOMER

PLEASE SEE TERMS & CONDITIONS ON BACK

Form# DWDs\_FL\_U\_109  
Revision Date August 2009

Purchase of this plan is not required to purchase or finance a motor vehicle.

P. 21/94

T: 7275355522

9047445700

From WILLIAM FOLSON JUL-22-2011 15:38

JUL-22-2011 15:39 From:WILLIAM FOLSOM

9247445700

To:7275305863

P.22/94

## **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.

STORE# 860  
FORM# 4189

DEAL# 64891  
STK# AEA04690  
CUST# 3988524



1	F	T	S	W	Z	B	R	X	A	E		0	1	3	0	1	0				
---	---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	---	--	--	--	--

Warranty Start Date

☐ Police Vehicle

**SURCHARGES**    ☐ 12 Months/12,000 Miles    ☐ Ambulance/Shuttle/Tow Truck (Specialty)    ☐ Snowplow  
☐ Commercial Business Use    ☐ Turbocharger/Supercharger

**SURCHARGE**      ☐ Turbocharger/Supercharger      ☐ Snowplow

**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: 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)			\$	\$	\$
Current Mileage: 34		Totals	\$3,080.00	\$215.60	\$3,295.60

**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 EXCLUSIVE LEGAL RIGHTS.**

\_\_\_\_\_ hereby acknowledges receipt of a complete copy of this Agreement at the time of signing and agrees to all the terms and conditions. I agree to maintain the covered information as a condition of receiving coverage under this Agreement, except

Signature Date

**TYPE 99 Convert to Post NetKey and Address**

KE SHAD FORD AT THE AVENUES  
720 PHILIPS HIGHWAY JACKSONVILLE, FL 32256  
Vessels Name and Address

Phone Number \_\_\_\_\_

**Verbatim Signature**

EMPLOYEE STARS ID

P&amp;A Code

JUL-22-2011 15:42 From: WILLIAM FOLSON

9847445700

To: 727535522

P 24/94

**1A. INTRODUCTION AND PARTIES (FORD MOTOR COMPANY)** The 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 60018. 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: 800-882-3673.

**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 08075. 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: 800-882-3673.

**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 separately 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 stating 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 "SP", "4", "7", "D", "E", "H", "I", "L", "M", "S", "T", and "X" 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 Coverage** means PowertrainCARE, BasicCARE, 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 arises from defects in materials or workmanship or caused by wear and tear covered by this Agreement.

Page 24-04-FL-AppForms (New 09) - Previous Editions May Not Be Used

To: 727535522  
Hours means an alternate measure of mileage as determined by the manufacturer for which 1 hour equals 25 miles.

**Inspection Vehicle** means a Vehicle with the first three VIN positions of 1FC, 1FD, 1FE, 1FH, 2FD, 2FH, 3FC, 3FD, 3FE, and 3FH (except body types E14, E24, E28, E31, S31, S34 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.

**PaintCARE Coverage** means reimbursement for vehicle rentals due to repairs covered under the manufacturer's 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 Dealer 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.

**Vehicles Identification Number (VIN)** means the 17 alphanumeric 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 until the Warranty Start Date in 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 certain demonstrations, 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 of the number of failures to be repaired.

Deductible options are not available for CPO Upgrade Coverage Plans or Competitive Make Vehicles and RamCARE Coverage.

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 or 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 the Agreement and depending on the Plan and Coverage You elected, service and repairs (including parts and labor costs) will be provided as warranted repairs. We will either: (a) provide You Vehicle; (b) repair or replace covered failures or (c) reimburse You for a Vehicle's switching or for the repair or replacement of covered failures. You may inspect the Vehicle before performing any service or repairs and inspect parts that are serviced, repaired or replaced.

#### 6A. COVERED ITEMS - "PowertrainCARE"

If You elected PowertrainCARE, the following items are covered extra for Ka, Hyundai and Mitsubishi Component Wrap Coverage Plans:

**Engine -** Cylinder block and all internal lubricated parts, seals and gaskets the cylinder heads, manifold (Exhaust & Intake), manifold and bolts, flex installed turbochargers/turbocharger units, timing chain (seals or in the case of belt covers, oil pan, timing chain cover, oil pump, water pump thermostat, thermostat housing, (EXCEPTIONS: CARBURETOR AND FUEL INJECTION COMPONENTS ARE NOT COVERED).

**Transmission -** Transmission case and all internal parts including ton 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-wheel bearings, axshafts, locking rings (four-wheel drive vehicles), seals, gaskets, automatic front locking hubs (four-wheel drive), rear wheel bearing. **Rear-Wheel Drive -** Drive axle housings and Front Axle Housings for (including all internal parts), universal and constant velocity joints, rear-wheel bearings and retainers, axle shafts, seals and gaskets, driveshafts, 1 wheel bearings.

**6B. COVERED ITEMS - "BasicCARE"**  
If You elected BasicCARE, 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.

**Engine** - Metal fuel lines, harmonic balancer and belt, and diesel injector pump.

**Transmission** - Governor Assembly.

**Steering** - Power steering pump, cooler and metal lines, couplings, seals and hoses, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (lift wheel), pulley assembly for power steering pump, and the idler arm.

**Suspension** - MacPherson struts (front or rear), upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, control arm shafts and shims, upper and lower ball joints, kingpins and bushings, spindle and idler supports. **NOTE:** This coverage includes only the items listed in this paragraph and does not include either front end alignments or wheel balancing, unless the repair to such item is required in conjunction with the repair of a failure.

**Wheels** - Master cylinder, calipers and wheel cylinders, combination valve, steel lines and fittings, power brake booster, backing plates, springs, clips and retainers, coil adjusters, parking brake linkage and cables, brake pedal. **NOTE:** This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such item is required in conjunction with the repair of a covered failure.

**Air Conditioning** - Compressor, condenser, evaporator, A/C compressor head, C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, fan and fan coil.

**Electrical** - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), electrical components of a heated backglass. **NOTE:** Heated backglass coverage is for electrical components only and does not include general glass damage or breakage.

#### 1. COVERED ITEMS - "ExtraCARE"

You elected ExtraCARE. You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

**Engine** - Flywheel ring gear, diesel lift pump and gas and diesel injectors.

**Electrical** - Distributor assembly.

**Shock Tech** - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake module and sensor, automatic temperature control, compass and odometer read-out displays, distributor cap and rotor, electronic air suspension (switch-vacuum pump, control assembly, suspension air spring, ring & solenoid assembly front suspension, air spring solenoid, O-ring solenoid, left/right front spring, dryer assembly, sensor-air level, air line detector, spring-load leveling, control module-air suspension, sensor right/left air suspension leveling, air suspension quick connect, air line repair kit, left/right rear suspension leveling, O-ring suspension air spring dryer, rear-air suspension, wire assembly air suspension switch, front spring air suspension and rear spring air suspension), electronic instrument cluster including the dash pad, clock, audio and visual equipment, fuel tank and gas, diesel injectors and lines, heater blower motor and cone assembly, glass entry system (excluding door handles), power seat motors, power window motors and regulators, power antennas, power door locks (excluding door handles and electronic key fobs), power door lock retainer clip, radiator, heater fan, radiator fan clutch or motor, speed control, engine mounts, transmission vacuum module and mounts, and external transmission module.

#### 1. COVERED ITEMS - "PremiumCARE"

You elected PremiumCARE, all failures are covered EXCEPT for those not included in the Provision titled: "WHAT IS NOT COVERED BY THIS AGREEMENT".

#### 2. COVERED ITEMS - NEW PLAN "RentalCARE"

You have elected RentalCARE coverage. We will reimburse You for the full charges up to \$30 per day on Ford, Mercury and Competitive Make vehicles and \$36 per day on Lincoln vehicles that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired; provided, however: (i) the service or repair is: (1) covered under the New Vehicle Limited Warranty or (2) the result of a manufacturer's recall or customer satisfaction program and (ii) the vehicle must be rented from a Ford or Lincoln injury dealership or other commercial entity that rents or leases motor vehicles as its principal business. RentalCARE coverage will begin when You deliver the Vehicle to the Selling Dealer or other dealer that has a franchise in an original equipment manufacturer. To determine the (3) day coverage period, the first day of coverage is the day after You deliver Your Vehicle for repair 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 2,000 miles of PremiumCARE coverage. If You elected the 60 month/45,000 mile RentalCARE coverage plan, You will receive an additional 5,000 miles of PremiumCARE coverage. If You elected the 36 month or 48 month plan/60,000 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.

#### 3. 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 1-800-241-3573. 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(a) 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 15:49 From: WILLIAM FOLSDOM

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To: 7275305863

P.25/54

**82. 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.

**83. 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 the 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 8D, 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 8C (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.

**8D. 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.

**8E. 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:**

- Repairs covered by the Original Equipment Manufacturer, manufacturer recalls or any insurance or warranty;
- Service adjustments and cleaning not made with a covered repair;
- Repairs to any engine, transmission and final drive components for damages caused by an after-market turbocharger or supercharger;
- 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;
- 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, earthquakes, 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 meals, 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, 2LJ, 2LJ, 2MH, 3FD and 3FL. Additional exclusions for Used Core plans include all police, fire, shuttles, and tow trucks. Additional exclusions to 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 a Competitive Make vehicles; all Ford vehicles higher than a F-750 or BaseCARE and PowertrainCARE plans, all Ford F-600 vehicles and higher or ExtraCARE and PremiumCARE plans, all E-series vehicles with body code 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, belt 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, winch noise, weatherstrips, wheels, wheel studs, wheel covers and ornament 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 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 800-521-4144 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 is 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 WORKED NEW OR REMANUFACTURED PARTS:** All repairs covered maintenance services will be made with Ford worked new or remanufactured parts or other new or manufactured parts that We authorize.

#### LOSS LIMITS:

will pay up to the Retail Value of the Vehicle for all service contract for CORE Coverages and Component Wrap Coverages for each the 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 Maintenance Services includes maintenance records that show mileage, date Maintenance service, VIN and the maintenance that was performed.

cheduled Maintenance Service requires periodic service checks based on age intervals and the make and model of Your vehicle. Please review the e's Guide for Your Scheduled Maintenance Service requirements that provided to You at the time of vehicle purchase. If You perform Your own duced maintenance services, You must maintain a log including date, age and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

**INELIGIBLE OR EXCESS COVERAGE:** If You were charged for cover- for 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 ations to credit Your loan. You will be notified of the refund and the nation 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:

#### 1 CORE COVERAGE PLANS:

all Ford, Lincoln or Mercury vehicles. You may change Your coverage r this Agreement:

None 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:

before the expiration of the first 3 years from the Warranty Start Date or n the first 35,000 miles from Zero Miles; whichever occurs first; or

Within the first 90 days from the Signature Date, whichever date in (iii) or s later.

few 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 arty Start Date or 12,000 miles from Zero Miles, whichever occurs first.

#### 2 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 transfer of this Agreement initiates the transfer process and provides following items to any Ford or Lincoln Mercury Dealer or Us at P.O. Box 2, 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

the 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 UNO:

e of the Selling Dealer receive a written cancellation request, including a r of Your Application, proof of payment and statement of the odometer ing, 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.

a of the Selling Dealer receive a written cancellation request, including a r of Your Application, proof of payment and statement of the odometer ling, after the 60th day from the Signature Date, You will receive a refund al to 100% of the gross unearned pro-rata purchase price.

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JUL-22-2011 15:53 From: WILLIAM FOLSON

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 1-800-474-2871 or [www.arbitration.com](http://www.arbitration.com) to begin arbitration. The arbitrator's decisions shall be non-binding on You and Us, unless both parties mutually agree to accept the arbitrator's 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 of seq.) and the arbitration decision shall be in writing with a supporting opinion.

JUL-22-2011 15:53 From: WILLIAM FOLSOM

9047445700

To: 7275305863

P.28/94

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 60<sup>th</sup> 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 60<sup>th</sup> day following the Signature Date, You will receive a refund equal to 100% of the gross unearned pro-rata 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.





## 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 leasing 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 leasing 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, leasing 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 leasing dealer.**

STORE# 860 FORM# 4014

DEAL# 64891

STK# AEA04690

CUST# 3988524

REGISTRATION CODE \_\_\_\_\_

**AutoNation**

110624051000218

**REGISTERED CUSTOMER INFORMATION**

Last Name \_\_\_\_\_  
Street \_\_\_\_\_  
City **JACKSONVILLE** State **FL**  
Home Telephone \_\_\_\_\_

**COVERED VEHICLE INFORMATION**

Year **2010** Make **FORD** Model **F250**  
Vehicle Identification Number **1FTSWZBRXAE** ☒ **NEW** ☐ **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 understands that this is not an insurance policy.

Signature \_\_\_\_\_ Date **01/30/2010**  
Signature \_\_\_\_\_ 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**

3500 Piedmont Rd. NE, Suite 400, Atlanta, GA 30305 • 866-279-8263 • Florida License Number 06-200588038

## **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, 856-279-5283, 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

# AutoNation

AGREEMENT NUMBER:

110624042000139

FLORIDA STANDARD

## REGISTERED CUSTOMER INFORMATION

Last Name  First Name  Middle Initial   
Street Address   
City JACKSONVILLE State FL Zip 32219  
Home Telephone No.  Business Telephone No.  Email Address

## COVERED VEHICLE INFORMATION

Year 2010 Make FORD Model F250  
VIN 1FTSW2BRXAE ☐ 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 and understands this is not an insurance policy.

Registered ☒ Date 01/30/2010  
Dealer ☒ 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 866-279-6263.

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., 176 W. Jackson Blvd., Chicago, IL 60604, 800-209-8206.

### 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 • 866-279-6263 • Florida License Number 80126

ANTWST-FL  
17X 10139

Registered Customer

Rev 5/08

P. 33/94

To: 7275355563

90474945700

JUL-22-2011 16:01 From: WILLIAM FOLSON

JUL-22-2011 16:03 From: WILLIAM FOLSOM

9047445700

To: 7275305863

P.34/94

## **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.



G3AC 603144

STORE# 860  
FORM# 4010

## WARRANTY REGISTRATION FORM

DEAL# 64891  
STK# ABA04690  
CUST# 3988524

NAME [REDACTED] E-MAIL [REDACTED]  
ADDRESS [REDACTED]  
CITY / STATE / ZIP JACKSONVILLE FL [REDACTED]  
HOME / WORK / CELL PHONE [REDACTED]  
NAME OF SELLING DEALER MIKE SHAD FORD AT THE AVENUES  
DEALER'S ADDRESS 10720 PHILIPS HIGHWAY JACKSONVILLE FL 32256  
DEALER AUTHORIZED SIGNATURE [REDACTED]  
VEHICLE MAKE / MODEL / YEAR FORD F250 2010  
ODOMETER (MILEAGE) 34 ☒ 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](http://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®

☒ 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) 483-8470; or E-mail: [customerservice@permaplate.com](mailto:customerservice@permaplate.com)

CUSTOMER COPY

P.35/94

10:727535305863

00474945700

JUL-22-2011 16:04 From: WILLIAM FOLSON



JUL-22-2011 16:06 From: WILLIAM FOLSOM

9047445700

To: 7275305863

P.36/94

## 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 Fiberglass®:** 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](http://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) 468-8470; or E-mail: [customerservice@permaplate.com](mailto:customerservice@permaplate.com)

832 (Rev 10-09)





# Deficiency Walver Addendum

FC-19971 08/09

DEAL# 64891  
STK# AEA04690

**COVERED VEHICLE INFORMATION**

FA11-003 000569| C

For the purpose of this Deficiency Waiver Addendum (Addendum) the following terms shall mean:

**Customer means the Borrower/Lessee of the Vehicle, as listed in the Addendum.**

**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.

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.

This Addendum is void for any Installment Sales Contract/Lease where the original term exceeds 84 months.

- 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 Contract/Leases will not be disqualified, but the Unpaid Net Balance will be diminished 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 GAP Coverage at the address on the front of this Addendum. Cancellation is effective on the date the cancellation form is received by GAP Coverage. 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.

**EXCEPTIONS**  
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 GAP Coverage in writing within 30 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 cancellable items purchased.

**\*[A]E PROVISIONS** ALL TERMS OF THIS APPENDUM ARE SUBJECT TO STATE LAW.

K9. 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 APPLIED AND THE ONLY EXCLUSION IS DUE TO CUSTOMER'S FAILURE TO MAINTAIN PRIMARY CARRIER AUTOMOBILE COVERAGE ON THE VEHICLE DESCRIBED IN THIS ADDENDUM.

4. If a claim is required to be 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 vehicle, You may file the benefit request directly with the Great American Insurance Companies Group, 580 Walnut Street, Cincinnati, OH 45202 (800) 280-0352.

NH Our insurances 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.<sup>®</sup> Furthermore,

Offices: Ninth Floor 49 East Fourth Street, Concord, NH 03302 / (800) 200-0522. 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 thirty (30) day date following your request for cancellation, you may apply for a refund with that insurance company. If, at the time of your New Hampshire claim, you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department by telephone at 1-800-552-9115 or by mail at 21 South Trinit Street, Suite 14, Concord, NH 03301.

17. The cost of this addendum is not fixed 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 GAP/Carmax and request a refund. Neither the expiration of credit the terms of the credit nor the terms of this related sale in the case of a motor vehicle or other good or service sold to be conditioned upon the completion of a debt forgiveness 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 at service are to be conditioned upon the purchase of a debt product as a condition.

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: 19646-000  
Ref Number: 64991  
Amount: \$ 1,600.00  
Account #: \*\*\*\*\*1772  
Full Name: [REDACTED]  
Phone Number: [REDACTED]

X \_\_\_\_\_  
(Signature)  
National Check Trust  
1-800-858-8256  
CUSTOMER COPY

[https://trans.nctinc.net/securityagreement\\_RFD.aspx](https://trans.nctinc.net/securityagreement_RFD.aspx)

P. 39/94

T: 7275355863

0047445700

JUL-22-2011 16:12 From: WILLIAM FOLSON

1/30/2010

Action Receipt

Page 2 of 2



## 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: 61891  
Amount: \$ 1,500.00  
Account #: \*\*\*\*\*1772  
Full Name: [REDACTED]  
Phone Number: [REDACTED]

X \_\_\_\_\_  
(signature)  
National Check Trust  
1-800-858-5236  
CUSTOMER COPY

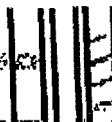
https://trans.ncrine.net/secure/approval RFT deny  
60474495706 10:7275355522 T  
P. 41-94

JUL-22-2011 16:12 From: WILLIAM FOLSON  
01067070

**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 627.739, FLORIDA STATUTES**

HSMV 83330 (Rev. 11/99) 8

UNITED STATES POSTAL SERVICE

First Class M311  
Postage & Fees Paid  
USPS  
Permit No. G-10

The Law Offices of William E.  
Folsom, P.A.  
1100 Cessery Boulevard, Suite 3  
Jacksonville, FL 32211-5656

(RE: CHRISTOPHER G. & KIMBERLY J. HOWELL)

USPS - Track & Confirm

Page 1 of 1



[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#)

[FAQs](#)

## 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 >](#)

[Site Map](#)

[Customer Service](#)

[Forms](#)

[Govt Services](#)

[Careers](#)

[Privacy Policy](#)

[Terms of Use](#)

[Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.

No FFAR 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 roughly,  
losing power, diesel surges, exhaust leaks, 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 F 250 Year 2010  
VIN 1F1SW2BRXAE [redacted] Date of Delivery 01/30/2010  
Name and City/State of selling dealer or leasing company (if applicable) Mike Shad Ford of the Ave  
Jacksonville, Florida

Name and City/State of authorized service agent(s) attempting previous repairs: Mike Shad Ford  
at the Avenues, Jacksonville, Florida

C. O'Sullivan [redacted] Home phone [redacted]  
Address c/o William E. Folsom, Esquire, Work phone [redacted]  
The Law Offices of William E. Folsom, P.A. Signature Wm Folsom as agent/  
1100 Gentry Blvd, Ste. 3, Jacksonville, FL 32211-5656 Date Mailed 6/24/11

\*smoking, fuel injectors leaking, etc.



CS DOCS  
FRD1121987  
Mike Shad Ford  
at the Avenues

Mike Shad Ford At The Avenues  
10770 Phillips Highway  
Jacksonville, Florida 32256  
(904) 387-8325  
www.mikeshad.com

OWNER #: 3988524

234380

\*INVOICE\*

PAGE 1

JACKSONVILLE, FL

HOME

US:

SERVICE ADVISOR: 703 SUSAN Y GUNNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	YAG	
ROYAL RED	10	FORD F250	1FTSW2BRXAE		23229/23252	TH643	
DEL. DATE	PRD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DE			17:00 13JUN11			CASH	09JUN11
H.O. OPENED		READY	OPTIONS	STK:AEA04690 DIR:04992		ENG:6.4 LITER	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	8C3Z	12A342	A	GLOW PLUG			

CAUSE: 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)

12342B11 GLOW PLUG - REPLACE (12A342) - L

748 WF

(N/C)

FC: E29 42

PART#: 8C3Z\*12A342\*A

COUNT: 1

CLAIM TYPE:

REPAIR CODE:

4326

ARTS: 1000 LABOR: 1.00 0.00 OTHER: 0.00 TOTAL LINE: 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: 1000 LABOR: 1.00 0.00 OTHER: 0.00 TOTAL LINE: 0.00

READ THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS  
PAIR INVOICE.

TOP SUPPLIES AND HAZARDOUS MATERIALS CHARGED: We have added  
charge equal to 12% of the cost of parts & labor up to a maximum of  
\$9.75 "This charge represents costs and profit to the motor repair facility  
& miscellaneous shop supplies or waste disposal." is \$59.90 (1) (1)

In State of Florida requires a \$1.00 fee to be collected in cash now tire  
in the state is 403.7161, and a \$1.00 fee to be collected for each new  
removal/facured battery sold in the state, is 403.7161.

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

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBR

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGE

LESS INSURANCE

SATES TAX

PLEASE PAY  
THIS AMOUNT

TOTALS

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

FOR CARD 12/2008 4114 101 001

P.59/94

10172753555522

CUSTOMER COPY

5047445702

JUL-22-2011 16:47 From: WILLIAM FOLSON

MPR #: 3988524

232345

**Mike Shad Ford**  
 at the Avenues

Mike Shad Ford At The Avenues  
 10720 Phillips Highway  
 Jacksonville, Florida 32258  
 (904) 307 3325  
 www.mikeshad.com

\*INVOICE\*

PAGE 1

JACKSONVILLE, FL 32211

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

VAL. RED	10	FORD F250	1FTSW2BRXAE	22000/22000	TR415
DEL. DATE	PHOD. DATE	WARR. EXP.	PROMISED	RATE	PAYMENT
JAN10 DE		19:00 03JUN11	10790837	CASH	02JUN11
R.O. OPENED	READY	OPTIONS:	STK:AEA01690	DLR:04992	ENG:6.4 LITER

NE OFCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
-----------	------	------	-------	------	-----	-------

C/STATES VEH STARTED SHAKING, CHECK ENG LIGHT CAME ON, WARNING MESSAGE CAME ON, VEH SHUT OFF WHILE PULLING OVER AND WOULD NOT RE-START

USE: VERIFY CONCERN CK SSM TSB NONE CK CLN FUEL AND OIL FOUND OIL OVERFULL, PERFORM FUEL PRESS TEST 4 5 PSI REL COMPRESSION 3 4 AT 1 PERCENT CK HIGH

6005E HARD START/ NO START DIAGNOSTICS - DIRECT ENGINE - DIAGNOSIS - L

748 WF

1 8C3E\*5J213\*D SENSOR - EXHAUST GAS - TEMPERA

(N/C)

8 8C1Z\*9B527A KIT - FUEL INJECTION

(N/C)

CORE CHARGE W

(N/C)

8 8C1Z\*12A690\*BA WIRE ASY

(N/C)

8 8C1Z\*12A690\*BA WIRE ASY

(N/C)

8 8C1Z\*12A690\*BA WIRE ASY

(N/C)

6005E11 BLEND THE HIGH PRESSURE FUEL SYSTEM - L

(N/C)

6005E12 GLOW PLUG MIST TEST - NO START - L

(N/C)

748 WF

(N/C)

6005E13 FUEL INJECTOR RETURN PORT LEAK TEST - NO

(N/C)

START

748 WF

(N/C)

6005E16 HIGH PRESSURE FUEL SYSTEM TEST WITH VALVE

(N/C)

COVER OFF - L

748 WF

(N/C)

6005E17 INVERSE FUEL INJECTOR LEAK TEST - L

(N/C)

748 WF

(N/C)

6005E18 HIGH PRESSURE FUEL INJECTION PUMP LEAK

(N/C)

TEST

748 WF

(N/C)

6005E19 FUEL SYSTEM DIKERS CHECK - L

(N/C)

748 WF

(N/C)

6005E22 KEY ON ENGINE OFF - KOEO CHECK - TEST - L

(N/C)

748 WF

(N/C)

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS PAIR INVOICE.

TOP SUPPLIES AND HAZARDOUS MATERIALS CHARGES: We have added charge equal to 12% of the cost of parts & labor up to a maximum of 18.75. \*This charge represents waste and profits to the motor repair facility & miscellaneous shop supplies or waste disposal. (a.255.905 (I) (II))

In State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state is 403.718, and a \$1.50 fee to be collected for each new remanufactured battery sold in the state, is.403.71851.

PAYMENT METHOD

CASH AMERICAN EXPRESS

CHECK VISA

DISCOVER MASTERCARD

INTERNAL OTHER

STATE OF FLORIDA

REGISTRATION NUMBER

#MV - 13209

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

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

DATE: 7/25/2011

CUSTOMER COPY

P.61/94

To: 7275355863

9047445700

JUL-22-2011 16:47 From: WILLIAM FOLSON

TOMER #: 3988524

232345

**Mike Shad Ford**  
 at the Avenues

\*INVOICE\*

Mike Shad Ford At the Avenues  
 10720 Phillips Highway  
 Jacksonville, Florida 32228  
 (904) 292-1378  
 www.mikeshad.com

JACKSONVILLE, FL

SERVICE ADVISOR: 703 SUSAN Y GUNNEL

ROYAL RED	10	FORD F250	1FTSW2BRXAP	22000/22000	TE335
DEL DATE	PROD DATE	WATER EXP	PROMISED	DATE	PAYMENT
30JAN10 DE			19:00 03JUN11	10790537	CASH
A.O. OPENED		READY		OPTIONS	
04MAY11		02JUN11		STK:ABA04690 DLR:04992 ENG:6.4 LITER	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6005E3	NEW OR ENGINE OFF						
	ELECTRICAL SELF-TEST - TEST - L						(N/C)
	748 WF						
6005E4	SCAN TOOL TEST - DATA LIST MONITORING -						
	TEST - L						(N/C)
	748 WF						
6005E41	HIGH PRESSURE FUEL SYSTEM - TEST - L						(N/C)
	748 WF						
6005E43	FUEL SYSTEM LEAK - TEST - L						(N/C)
	748 WF						
6005E46	DIESEL HARD START/NO START - DIAGNOSTIC						
	PTN POINT TEST - L						(N/C)
	748 WF						
6005E47	RELATIVE COMPRESSION/POWER BALANCE - TEST						
	748 WF						(N/C)
6005E48	ELECTRIC FUEL PUMP PRESSURE TEST - L						(N/C)
	748 WF						
9527A2	FUEL INJECTOR OR NOZZLE FOR INJECTION PUMP						
	- REMOVE AND INSTALL OR REPLACE						
	(9F591/9E527/9H529) - L						(N/C)
	748 WF						
MT6051	CLIP LMAX DOWN						(N/C)
	748 WF						
PC: D02 43							
PART#: 8C3Z*9E527*A							
QUANTITY:							
CLAIM TYPE:							
AUTH CODE: FAABZ							
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 HARNESS

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 \$80.70. This charge represents costs and profits in the motor repair facility for miscellaneous shop supplies or waste disposal. (s. 609.906 (f) (ii))  The State of Florida requires a \$1.00 fee to be collected for each new life sold in the state (s. 402.718), and a \$1.00 fee to be collected for each new or remanufactured battery sold in the state, (s. 403.185).  X		PAYMENT METHOD CASH AMERICAN EXPRESS CHECK VISA DISCOVER MASTERCARD INTERNAL OTHER STATE OF FLORIDA REGISTRATION NUMBER #MV - 13288	DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS OIL LUBE HUB ET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT	TOTALS
---	--	--	---	--------

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

DealerCAR 100707

CUSTOMER COPY

JUL-22-2011 16:47 From: WILLIAM FOLSON

232345

# Mike Shad▷ Ford

\* INVOICE\*

**JACKSONVILLE, FL**

PAGE 3

Mike Singh P.O. Box 1111, Aventura  
10720 Phillip Highway  
Jacksonville, Florida 32256  
(904) 393-3325  
[www.mikeshaul.com](http://www.mikeshaul.com)

SERVICE ADVISOR: 703 SUSAN Y GUNNETT,L

ROYAL RED	10	FORD F250	1FTSW2BRXAE	22000/22000	TE335
DEL. DATE	PROD. DATE	WARR. EXT.	PROMISED	PO NO.	RATE
					PAYMENT
					INV. DATE
30 JAN 10 DD			19:00 03 JUN 11	10790537	CASH
02 JUN 11					
NO OPENED	READY	OPTIONS	STK:AKA04690	DLR:04992	ENG:6.4 IITER

01MAY11		02JUN11					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

B C-7/STATES WHILE YOUNG THROUGH RE-GEN, SLOWS BROWN SMOKE OUT OF  
EXHAUST, THEN STARTS RUNNING ROUGH  
1DDGR09 MANIFOLDS, FUEL AND EMISSION CONTROL  
748 WF (N/C)  
3 OIL/VE ENGINE OIL RT14215 (N/C)  
1 VC\*7\*B ANTI-FREEZE (N/C)  
15 NO\*15\*40\*QSD OIL ENGINE (N/C)  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C	AUTOMATION VCP OIL AND FILTER CHANGE,	TIRE ROTATION
XNOFR	AUTOMATION VCP OIL AND FILTER CHANGE,	TIRE ROTATION
		(N/C)
15	XO-15W40 BSD OIL	(N/C)
1	BG3Z-67B0-A PLUG - OIL DRAIN	(N/C)
PARTS:	8.00 OTHER:	9.00 TOTAL LINE C:

U C/STATE: WITH AC ON, HAS EXHAUST SMELL COMING THROUGH VENTS  
 1DDGR09 MANIFOLDS, FUEL AND EMISSION CONTROL  
 748 WP (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
TIRE TREAD AND WEAR IS OK AT THIS TIME		
748	CF	0.00 0.00
BRAKE LININGS ARE OK AT THIS TIME		
748	CF	0.00 0.00
BATT BATTERY CONDITION IS GOOD		
748	CF	0.00 0.00

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS  
REPAIR INVOICE.

**SHOP SUPPLIER AND HAZARDOUS MATERIALS CHARGES:** We have added a charge equal to 12% of the cost of parts & labor up to a maximum of \$44.75. This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal. \$1,569,900 (1) (1)

The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state is 403.7181, and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state, is 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 AMPLINE

PARTS AMOUNT

GAS OIL 1186

SLIPLET AMOLIN

1401 514850

MISC. CHARGES

**TOTAL EMPLOYEES**  
**LESS: COMPANY**

**LESS INSURANCE**

**SALES TAX**

**PLEASE PAY**

DATE RECD 01000 AM (07/20)

P. 65/94

**CUSTOMER COPY**

304745700

JUL-22-2011 16:47 From: WILLIAM FOLSOM

FA11-003 000580I C

VUUU

CUSTOMER #: 3988524

232345

# Mike Shad Ford at the Avenues

Mike Shad Ford At The Avenues  
 10770 Philips Highway  
 Jacksonville, Florida 32206  
 (904) 292-3326  
 www.mikesford.com

\*INVOICE\*

PAGE 4

SERVICE ADVISOR: 703 SUSAN Y GUNNELL

JACKSONVILLE, FL

HOMER  
BUS:

ROYAL RED	10	FORD F250	INTSW2BRXAE	22000/22000	TR333
DEL DATE	PROM DATE	WARR EXT	PROMISED	PANO	RATE
10JAN10 00			19:00 03JUN11	10790537	CASH
R.O. OPENED	READY	OPTIONS	STK:AEA04690	DIR:04992	ENG:6.4 LITTER

04MAY11	02JUN11						
LINE	OPCODE	TCH	TYPE	HOURS	LIST	NET	TOTAL
ARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE #:	0.00

FIELD SERVICE ACTION #11B23

ANSE:

PSA FIELD SERVICE ACTION #1

748 WFC

(N/C)

PC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

4326

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE #: 0.00

22000 SLE LINE A

created: 2011-05-04 03:41:00pm  
 taken by: [signature]  
 TOWED IN

SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS  
 AIR INVOICE

P SUPPLIES AND HAZARDOUS MATERIALS CHARGES: We have added  
 and equal in 12% of the cost of parts & labor up to a maximum of  
 75. This charge represents costs and profits to the motor repair facility  
 (excluding shipping supplies or waste disposal.) is 559.905 (1) (1)

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 motor sold in the state, (s.403.718)

PAYMENT METHOD  
 CASH AMERICAN EXPRESS  
 CHECK VISA  
 DISCOVER MASTERCARD  
 INTERNAL OTHER  
 STATE OF FLORIDA  
 REGISTRATION NUMBER  
 #MV 13289

DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBMIT 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

8/2/2011 10:00 AM

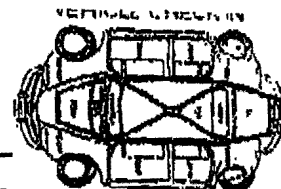
CUSTOMER COPY

JUL-22-2011 16:48 FROM WILLIAM FOLSON

P.67/94

To: 7275355563

9047445700



ASM [REDACTED]  
Tech Name

Date 6-2  
R/O# 222345

PRIME ITEM CONCERNS

**TOTALS**

**Total of Prime and ASR****GRAND TOTAL:**

7/23/11 05:42PM

MIKE SHAD FORD 4 THE AVENUE

Page 1

Story Report for Vehicle: ACA04690

Customer#: 3988524

Customer Name: [REDACTED]

RO Number: 2257790

Open Date: 01/22/11 Mileage: 19743 Service Logon: ANS60-S  
Close Date: 01/31/11 RA Number: 703 Cashier: pardeco  
Comments: created 2011-01-22 08:56:00am taken by Sasha Livingston

Line Code: A Comeback: N Booker ID: 2831  
Complaint: ANOIL AUTOMATION VCP OIL AND FILTER CHANGE

Labor Type: CP Technician Number: 4349  
Op Code: ANOIL Comeback RO Number:  
Description: AUTOMATION VCP OIL AND FILTER CHANGE  
Labor\$: 6.40  
Parts\$: 64.45  
Miscellaneous\$: 0.00

Line Code: B Comeback: N Booker ID: 2831  
Complaint: 100GR06 ENGINE RUNS ROUGH INTERMIT UNDER LOAD, WILL SHAKE AT IDLE/LOOSER POWER AND SMELL EXHAUST FUME THROUGH  
VFNYS WHEN HAPPENS  
Cause: .

Labor Type: CP Technician Number: 4349  
Op Code: 100GR06 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

Copy for Line B, Version Number 1



Page 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

06/02/11 05:42PM

MIKE SHAD FORD @ THE AVENUE

Page 3

History Report for Vehicle: AFA04690

Customer#: 3988524

Customer Name: [REDACTED]

RO Number: 225779

Open Date: 01/22/11 Mileage: 19744 Service Logon: ANH00-S  
Close Date: 01/28/11 YA Number: 703 Cashier: blackwell  
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: 100GR07 INTER SHIFT DELAY

Labor Type: CP Technician Number: 4349  
Op Code: 100GR07 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

6/02/17 05:47PM

ulatory Report for Vehicle: AEA0469D

MIKE SHAD FORD @ THE AVENUE

Page 4

Customer#: 3988524

**CUSTOMER NAME:**

Labor type: CP

Op Code: SPL 11

Description: Moved for 225779c Line: 6

Labor\$: 0.00

Parts\$: 0.00

<b>Net Longways:</b>	<b>0.00</b>
----------------------	-------------

Technician Number: 75

**Comeback RO Numbers:**

6/02/11 05:42PM

MIKE SHAD FORD @ THE AVENUE

Page 3

History Report for Vehicle: AEA04690

Customer#: 3988524

Customer Name: [REDACTED]

RO Number: 217885

Open Date: 09/16/10 Mileage: 12156 Service Logon: AN860 3  
Close Date: 09/28/10 SA Number: 3310 CASHIER: hardyc  
Comments: created 2010-09-16 08:55:00am taken by Lynda Mizerzejewski

Line Code: A Comback: N Booker ID: 3310  
Complaint: ANOFR AUTOMATION VCP OIL AND FILTER CHANGE, TIRE ROTATION

Labor Type: CP Technician Number: 2366  
Op Code: ANOFR Comback RO Number:  
Description: AUTOMATION VCP OIL AND FILTER CHANGE, TIRE ROTATION

Labor\$: 18.40  
Parts\$: 64.45

Miscellaneous\$: 0.00

Line Code: B Comback: N Booker ID: 3310  
Complaint: 100GR01 CUST REQUEST REFILL RIGHT REAR TIRE WITH NITRO (HAD FLAT)

Labor Type: CP Technician Number: 2366  
Op Code: 100GR01 Comback RO Number: 211869

Description: WHEELS, NUTS, DRUMS  
Labor\$: 0.00  
Parts\$: 0.00

Miscellaneous\$: 0.00

Line Code: C Comback: N Booker ID: 3310  
Complaint: 100NR09 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: 100NR09 Comback RO Number:

Description: MANIFOLD, FUEL AND EMISSION CONTROL  
Labor\$: 0.00  
Parts\$: 0.00

Miscellaneous\$: 0.00

Line Code: D Comback: N Booker ID: 3310  
Complaint: MULTI-A CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT

Labor Type: CP Technician Number: 2466  
Op Code: MULTI-A Comback 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 Comback RO Number:

Description: BRAKE LININGS ARE OK AT THIS TIME  
Labor\$: 0.00  
Parts\$: 0.00

Miscellaneous\$: 0.00

06/02/11 05:47PM

History Report for Vehicle: AEA04690

MIKE SHAD FORD @ THE AVENUE

Page 6

Customer#: 3988524

Customer Name: [REDACTED]

Labor Type: CP

Op Code: WIRE

Technician Number: 2366

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

Op Code: BATT

Technician Number: 2366

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 REPT11 NITRO IN ALL FOUR TIRES

Page 7

RG Number : 211069

Line Code: A                      Callback: N                      Broker ID: 3510  
Complaint: ANDER AUTOMATION VSP OIL AND FILTER CHANGE, TIRE ROTATION

Line Code: B                      Comback: 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                           Comback RO Number:
Description: CUSTOMER REQUESTED TO HAVE A MULTI POINT INSPECTION PERFORMED THIS VISIT
Labor$: 0.00
Parts$: 0.00
Accessories$: 0.00

```

```

Labor Type: GP                      Technician Number: 2366
Op Code: GSK                       Comeback RO Number:
Description: BRAKE LININGS ARE OK AT THIS TIME
Labor$: 0.00
Parts$: 0.00
Installation$: 0.00

```

Labor Type: CH Technician Number: 2366  
 Op Code: G1RE 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: 2346
Op Code: 6BA11	Comback RO Number:
Description: BATTERY CONDITION IS GOOD	
Initials: 0.00	
Partsk: 0.00	
Miscellaneous: 0.00	

Line Code: C                      Comeback: N                      Booker 10: 3310  
Complaint: 10UGR01    CHECK LT WHEEL FOR AXLE LEAK

Labor type: CR Technician Number: 745  
Op Code: 100GR01 Comeback RO Number:  
Description: WHEELS, TIRES, DRUMS

7/25/11 05:42PM

Story Report for Vehicle: ACAD4690

MIKE SHAD FORD & THE AVENUE

Page 11

Customer#: 3988524

Customer Name: [REDACTED]

Labour\$: 0.00

Parts\$: 0.00

Miscellaneous\$: 0.00

Story for Line C, Version Number 1

096 CHECK LEFT FRONT WHEEL AND AXLE AND HUB FOR LEAKS NONE FOUND OPER AS DESIGN



06/02/11 05:42PM

MIKE SHAD FORD @ THE AVENUE

Page 9

History Report for Vehicle: AFA04690

Customer#: 9988524

Customer Name: [REDACTED]

RO Number: 204294

Open Date: 02/04/10  
Close Date: 02/04/10

Mileage: 34  
SA Number: 39304

Service Incon: AN860-6  
Cashier: philipp

Line Code: A

Comeback: N

Boukar ID: 761

Complaint: TEPHSEAL TEPH SEAL SUBLET

Labor Type: INCD

Technician Number: 13

Op Code: TEPHSEAL

Comeback RO Number:

Description: TEPH SEAL SUBLET

Labor\$: 0.00

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: INCD

Technician Number:

Op Code: 9999

Comeback RO Number:

Description: SUBLET REPAIRS

Labor\$: 0.00

Parts\$: 0.00

Miscellaneous\$: 170.00

7/27/11 03:42PM

MIKE SHAD FORD @ THE AVENUE

Page 10

Story Report for Vehicle: AEA04690

Customer#: 3986524

Customer Name: [REDACTED]

RO Number: 197303

Open Date: 10/13/09

Mileage: 4

Service Ingon: 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: 75

Op Code: A00L

Comeback RO Number:

Description: SUBLET

Labor: 0.00

Part: 37.50

Accessories: 0.00

6/02/11 05:42PM  
Factory Report for Vehicle: AEAD4690

MIKE SHAD FORD A THE AVENUE

Page 12

Customer#: 3988324  
Customer Name: [REDACTED]

RO Number: 194015

Open Date: 08/17/09 Mileage: 4 Service Logon: AM860-S  
Close Date: 08/17/09 SA Number: 39304 Cashier: philipop

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: 8 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\$: 37.06  
Parts\$: 12.95  
Miscellaneous\$: 0.00

Line Code: C Comeback: N Booker ID: 761  
Complaint: PTCR WINDOW ETCHING

Labor Type: INT Technician Number: 754  
Op Code: PTCR Comeback RO Number:  
Description: WINDOW ETCHING  
Labor\$: 10.00  
Parts\$: 5.00  
Miscellaneous\$: 0.00

### 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](http://www.Ford.com) for additional customer assistance reference information.

### 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 responsibility or liability for any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or void any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by Ford 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, model recalls, or extend the warranty coverage period to 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.

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 a contract limitation on an implied warranty, but we warrant that we will indemnify or, at our option, reimburse you for the cost of repairs or replacement of any part or component of your vehicle that is damaged solely as a result of a manufacturing defect in the vehicle. This warranty is limited to the cost of parts and labor for repairs or replacement of the damaged part or component. It does not include the cost of towing, rental car, or other expenses. This warranty is void if the vehicle has been altered, modified, or damaged by accident, misuse, or neglect. It is also void if the vehicle has been used for commercial purposes or in any manner not intended by Ford. This warranty is not transferable to subsequent owners. It is valid only in the state in which the vehicle was purchased. For more information, contact your Ford dealer or Ford Customer Service at 1-800-4-A-FORD.

[illegible]

## 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**

TYPE OF COVERAGE	YEARS IN SERVICE/ MILES DRIVEN
BUMPER TO BUMPER	36,000
POWERTRAIN	50,000
EXHAUST SYSTEM	50,000
CORROSION PROTECTION	UNLIMITED
PAINT AND POWERSTONE DESIGNS	50,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What is Covered? (pages 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 covered 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.)

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, overhead 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), 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 17-31.

#### **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 fuels/oils
- 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 as 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, lightning, 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

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31

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.

**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 fuels/oils
- 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 as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

**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"

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, lightning, 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

From: TA:10.100.0.232124,7275355522 Page: 39/60 Date: 7/25/2011 2:38:05 PM  
 V/I: 60/ 6011 MWIT 17:00 INA 12100000000 DUU VI MCSV 1101WQ 777 VUUU  
 9047445700 To: 7275305863 P: 53/94  
 J11-22-2011 16:30 From: MWIT,IRM FQ,SDM

## 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 12,000 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).

## **C. 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.

## **F. 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



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.



\*Sent Via E-Fax

Ford Motor Company  
World Headquarters  
One American Road  
Dearborn, Michigan 48120-2798

**July 14, 2011**

William E. Folsom, Esq.  
1100 Gentry Blvd  
Ste 4  
Jacksonville, FL 32211

KID: [REDACTED]  
VIN: 1FTSW2BRXAT  
2010 F250

Motor Vehicle  
Defect Notification

Dear Mr Tolson:

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:

- release/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 concerns, 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  
in 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 (911) 843-2881 or by fax at (855) 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):**

☒ Urgent ☒ Reply ASAP ☐ Please Comment ☒ 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

**Fax Cover Sheet**

FRD1121987  
4 pages  
COTH

**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

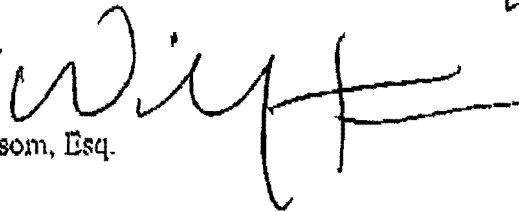
☒ Urgent ☒ Reply ASAP ☒ Please Comment ☒ For Your Records

**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.

Regards,

Will Folsom, Esq.



he just called back  
& said that  
date/time is  
fine!

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?
<b>Example:</b>				
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 On Warning 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 Fumes Exhaust 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) \_\_\_\_\_

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

Start Date: 06/27/11

Customer Name: [REDACTED]

State: FL

VIN: 1FTSW2BRXAE [REDACTED]

Probable Hearing Location: Jacksonville

This claim is

Has the customer contacted you regarding the claim?

Is the VIN listed above correct?

If you checked NO, please indicate the correct VIN:

Customer Contact Info:

☐ IN Warranty

☐ OUT of Warranty

☒ YES

☐ NO

☐ YES

☐ NO

#### 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:

BBB AUTO LINE

Fax: 703.247.9700

Completed by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Future contact: \_\_\_\_\_

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

MRF

**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 <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> 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: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> 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 IDENTIFICATION NUMBER** 1FTSW2BRXAE [REDACTED]

**Lienholder/Leasing Company** \_\_\_\_\_ **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?
<b>Example:</b>				
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 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**

Page 2

FA11-003 000610I C



## 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.

**Council of Better Business Bureaus, Inc.**

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

**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 or 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 <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> 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: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> 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.

<b>VEHICLE IDENTIFICATION NUMBER</b> 1FTSW2BRXAE[REDACTED]	
<b>Lienholder/Leasing Company</b> _____	<b>Phone Number</b> _____
<b>Account Number</b> _____	

**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?
<b>Example:</b>				
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 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**

Page 2

FA11-003 000616| C



## 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.

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Florida

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,

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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.

## 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:

$$\begin{array}{rcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \quad \times$$

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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## 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:

$$\begin{array}{rclcl} \text{offset} & & \text{number of miles attributable to a consumer} & & \text{vehicle} \\ \text{for use} & = & \text{up to the date of the arbitration hearing} & \times & \text{purchase} \\ & & \text{-----} & & \text{price} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} & & \end{array}$$

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:

$$\begin{array}{lcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \quad \times$$

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.

6  
F  
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 1FT1SW2BRIXAE [REDACTED] Date of Delivery 01/30/2010

Name and City/State of selling dealer or leasing company (if applicable) Mike Shad Ford of the Avenue  
Jacksonville, Florida

Name and City/State of authorized service agent(s) attempting previous repairs: Mike Shad Ford  
of the Avenues, Jacksonville, Florida

Consumer [REDACTED] Home phone [REDACTED]

Address c/o William E. Folsom, Esquire Work phone [REDACTED]

The Law Offices of William E. Folsom, P.A. Signature Winf as agent/attorney/representative  
1100 Cedary Blvd, Ste. 3, Jacksonville, FL 32211-5656 Date Mailed 6/24/11 (11/08)

\*smoking, fuel injectors leaking, etc.

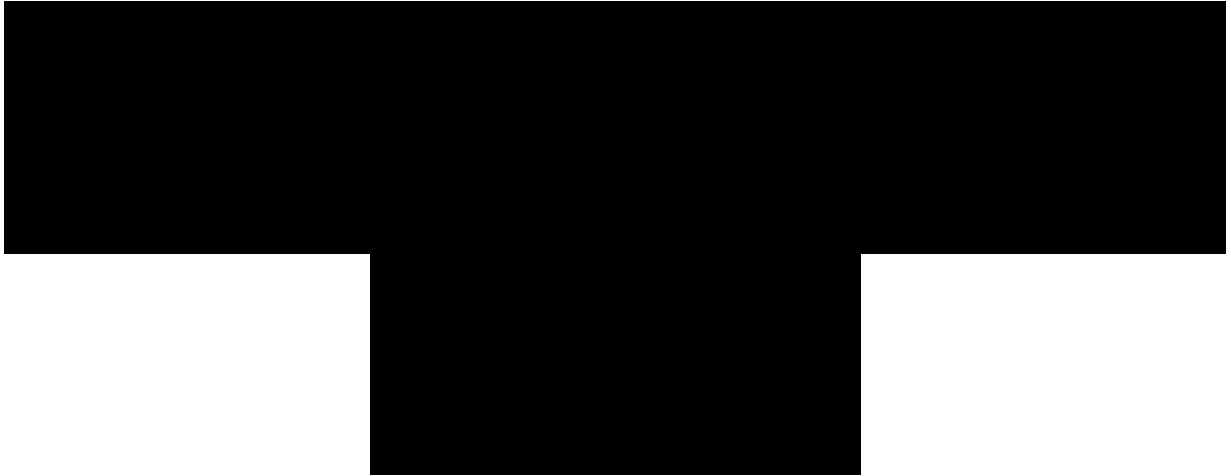
OFFICE OF THE  
GENERAL COUNSEL

11 JUN 28 AM 11:11

LITIGATION  
PRACTICE GROUP

11 JUN 27 AM 11:25

CONSUMER  
SECTION



2010  
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](http://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:

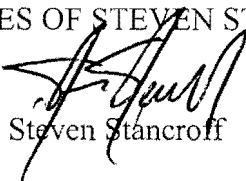
Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of Mr. [REDACTED]'s claim. At this time, we have been authorized to attempt to resolve this matter without 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



1660 PINEY PLAINS ROAD  
CARY, NC 27518  
PHONE (919) 460-5620  
www.crossroadscars.com



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CUSTOMER NO.	119719	ADJACENT	JEFFERY ALAN CLARK	563	TAG NO.	3683	INVOICE DATE	08/29/10	INVOICE NO.	FOCS826474
		LABOR RATE		LICENSE NO.		MILEAGE	10,210	COLOR	OXFORD WHT/	SPRINT
		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			SELLING DEALER NO.		PRODUCTION DATE		
						P.O. NO.				
		BUSINESS PHONE	E# 99R					MILEAGE CITY		
								MO: 10215		

LABOR & PARTS  
JOB # 1 19F0Z

DIESEL ENG/DRIVEABLE

TECHS: 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. WARNED 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

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#### SERVICE HOURS

Mon. - Fri. 7:30 A.M. - 8 P.M.  
SATURDAY 8:00 A.M. - 6 P.M.

#### IMPORTANT

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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!**

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MANUFACTURERS SPECIFICATIONS.



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CUSTOMER NO.	119719	ADVISOR	JEFFERY ALAN CLARK	563	TAG NO.	3080	INVOICE DATE	07/12/10	INVOICE NO.	FOCS627880
[REDACTED]		[REDACTED]		[REDACTED]		11,088	CO.	OXFORD WHT/	STOCK NO.	T080299
APEX, NC		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.		1 F T S W 2 B R X A E		SELLING DEALER NO.		[REDACTED]		PRODUCTION DATE
[REDACTED]		F.T.E. NO.		P.O. NO.		R.O. DATE		07/08/10		MILEAGE OUT
RESID.	9	BUSINESS PHONE	[REDACTED]		COMMENTS	E# 99R		[REDACTED]		MO: 11089

LABOR & PARTS  
J# 1 19F0Z

DIESEL ENG/DRIVEABLE

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. KOED PASSED. 6. CMTCS 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 GAUGE AND LOW FUEL LEVEL. FUEL GAUGE READS 32 PERCENT  
FULL. PERFORMED PPT FOR FUEL GAUGE, 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

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PLEASE CONTACT ME  
IMMEDIATELY!  
CHRIS ZINK  
SERVICE MANAGER

**THANK YOU  
FOR YOUR BUSINESS!**

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MANUFACTURERS SPECIFICATIONS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	8C3Z-9G282-A	PUMP AS 253553	
JOB # 1	1	8C3Z-9275-T	SENDER 493014	

WARRANTY  
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



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CARY, NC 27518  
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CUSTOMER NO.	119719	ADVISOR	JEFFERY ALAN CLARK	563	TAG NO.	3568	INVOICE DATE	10/07/10	INVOICE NO.	F0CS637072
[REDACTED]		LABOR RATE	[REDACTED]		LICENSE NO.	MILEAGE		20,101	COLOR	OXFORD WHT/
APEX, NC [REDACTED]		YEAR / MAKE / MODEL		10 / FORD TRUCK/S-DTY F-250/CREW CAB S						
[REDACTED]		VEHICLE I.D. NO.		1 F T S W 2 B R X A E [REDACTED]						
[REDACTED]		F.T.E. NO.		P.O. NO.		R.O. DATE		10/04/10		
BUSINESS PHONE		COMMENTS		E# 99R						
						MILEAGE OUT		MO: 20108		

LABOR & PARTS  
J# 1 19F0Z DIESEL ENG/DRT/EABIL TECHS: 941

CUST STATES VEH RUNNING BAD AND LOSING POWER WHEN WET  
VERIFIED ENGINE RUNS SOMEWHAT ROUGH INTERMITTENTLY. CNDTC  
PASSED. OODTC 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 COOLING 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.

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CHRIS ZINK  
SERVICE MANAGER

**THANK YOU  
FOR YOUR BUSINESS!**

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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	8C3Z-9F464-E	COOLER 454277	
JOB # 1	1	8C3Z-9E933-A	GASKET 270737	
JOB # 1	1	8C3Z-9E933-B	GASKET 272751	
JOB # 1	1	8C3Z-6N640-B	GASKET 270712	
JOB # 1	1	8C3Z-8507-B	GASKET 292445	
JOB # 1	4	-W302649	BOLT 294906	
JOB # 1	4	-W300050	NUT - H 845201	
JOB # 1	1	8C3Z-6753-A	GASKET 254136	
JOB # 1	1	8C3Z-8575-D	THERMOS 494620	
JOB # 1	1	8C3Z-8590-K	SEAL 496321	
JOB # 1	4	8C3Z-8590-PA	SEAL 496319	
JOB # 1	4	VC-7-B	ANTI-FR 719565	
JOB # 1	1	VC-8	ADDITIV 914834	
JOB # 1	3	PM-14	GREASER 978217	
JOB # 1	1	9C3Z-8A080-AA	TANK AS 442273	
JOB # 1	1	VC-9	CLEANER 409000	
JOB # 1	1	PK2016DSO	FILTER CHANGE	
JOB # 1	1	FL-2016	KIT - E 848445	
JOB # 1	15	XO-15W40-DSO	OIL - E 618146	

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00



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CUSTOMER NO.	119719	ADVISOR	JEFFERY ALAN CLARK	563	TAB NO.	3568	INVOICE DATE	10/07/10	INVOICE NO.	FOC5637072
[REDACTED]		LABOR RATE	[REDACTED]		LICENSE NO.	MILEAGE		20,101	COLOR	OXFORD WHT/
[REDACTED] ST		YEAR / MAKE / MODEL						DELIVERY DATE	DELIVERY MILES	1080299
APEX, NC [REDACTED]		10/FORD TRUCK/S-DTY F-250/CREW CAB S						03/17/10		
[REDACTED]		VEHICLE I.D. NO.						SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]		1 F T S W 2 B R X A E [REDACTED]								
[REDACTED]		R.T.E. NO.						P.O. NO.	R.O. DATE	
[REDACTED]		[REDACTED]						10/04/10		
RE [REDACTED]	BUSINESS PHONE	COMMENTS						MILEAGE OUT		
[REDACTED]		E# 99R						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
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

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CHRIS ZINK  
SERVICE MANAGER

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CUSTOMER SIGNATURE





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CUSTOMER NO. 119719	NAME JEFFERY ALAN CLARK	563 TAG NO. 3637	INVOICE DATE 12/19/10	INVOICE NO. PC9638615
	LABOR RATE	LICENSE NO.	MILEAGE 21,363	OXFORD WHT/ 1080299
	10/FORD TRUCK/S-DTY F-250/CREW CAB S			DELIVERY DATE 03/17/10
APEX, NC	VEHICLE ID NO. 1F1SW2BRXAE	SELLING DEALER NO.		PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. NO. 10/18/10	
BUSINESS PHONE	EW 99R			MILEAGE OUT 21422

LABOR & PARTS  
J# 1 19FOZ

DIESEL ENG/DRIVEABIL TECH(S):941  
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 INCIDENT 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.

INTERNAL

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CHRIS ZINK  
SERVICE MANAGER

**THANK YOU  
FOR YOUR BUSINESS!**

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JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 72FOZLOANER

LOANER CAR  
SERVICE LOANER CAR  
SERVICE LOANER #69010 - F-150

TECH(S):184 0.00

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

01/17/2011 22:11 9196531117

CROSSROADS SVC

PAGE 01/06

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) [REDACTED] PHONE(W) [REDACTED]		14. DATE PR 12/13/2010	
2. SERIAL# 1FTSW2BRXAE01744 PROD DT		15. TIME PR 07:24pm	
LICENSE# STK#T080299 DEL 03/17/2010		16. TAG NO. 3799	
DESC. FT S-DTY F-250 OXFORD WHT CAML PERF L		17. MI I/O 23600/	
3. JOBS (J#) 1 2 3		18. PO NO.	
STATUS HP HP		19. COMMENTS.	
4. LABOR 0.00		20. RECOMMEN	
5. PARTS 10.07		21. JRNL PFX PICKUP	
6. SUBLET 0.00		22.	
7. G.O.G. 0.00			
8. MISC 0.00			
9. TAX 0.79			
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)

01/17/2011 22:11 919531117

CROSSROADS SVC

PAGE 02/06

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)

01/17/2011 22:11 9196531117

CROSSROADS SVC

PAGE 03/05

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)

01/17/2011 22:11 9196531117

CROSSROADS SVC

PAGE 04/05

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	
2	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	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)

01/17/2011 22:11 9196531117

CROSSROADS SVC

PAGE 05/06

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	FO5C3Z-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	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 798031760
Name:	Owner Status: Original	WSD: 2010-03-17	
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone:	
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

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<b>Report# :</b>	ALMCW001 NHL	<b>Received:</b>	12/13/2010
<b>CCRG/EPRC:</b>		<b>Reviewed Status:</b>	<b>Date:</b>
<b>Vehicle:</b>	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BRXAE	<b>Build Date:</b>	11/25/2009
<b>Odometer :</b>	23,600 M	<b>Engine:</b>	6.4L OHV
<b>Transmission:</b>	5R110W DSL	<b>A/C:</b>	YES
<b>Dealer:</b>	USA 00998 Crossroads Ford, Inc.	<b>Phone#:</b>	(919) 467-1881
<b>City:</b>	Cary	<b>State:</b>	North Caroli
<b>Originator:</b>	ROBERT STAR	<b>Country :</b>	USA
<b>Symptom:</b>	4 03 4 99 ENGINE,EXHAUST SYSTEM,VISUAL SMOKE,NOT LISTED		
<b>Status:</b>			
<b>VFG:</b>	V53 EXHAUST SYSTEM FUNCTION		
<b>Additional Symptom:</b>	ERRATIC RELATIVE COMPRESSION		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

**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.

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**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 BEING HUNG OPEN, THIS CONDITION CAN ALSO AFFECT RELATIVE COMPRESSION 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  $\pm 10\%$ . IF ANY ISSUE IS FOUND THEN STEP 28 PER THE ON-LINE PC/ED SHOULD BE PERFORMED. WHILE STEP 28 IS BEING PERFORMED PLEASE 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 A LOT. 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/ANUM Q.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.

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**Requester:** LBINGHAM

Report Summary

**Server:** FCWS686

**Ford Proprietary, Private**

21-Dec-2010

**Retention:** None


## GCQIS Report Analysis

## Report Summary

Report 2 of 2

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<b>Report# :</b>	AKBBP025 NHL	<b>Received:</b>	11/02/2010
<b>CCRG/EPRC:</b>		<b>Reviewed Status:</b>	<b>Date:</b>
<b>Vehicle:</b>	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BRXAE	<b>Build Date:</b>	11/25/2009
<b>Odometer :</b>	21,363 M	<b>Engine:</b>	6.4L OHV
<b>Transmission:</b>	5R110W DSL	<b>Axle:</b>	<b>A/C:</b> YES
<b>Dealer:</b>	USA 00998 Crossroads Ford, Inc.	<b>Phone#:</b>	(919) 467-1881
<b>City:</b>	Cary	<b>State:</b>	North Caroli
<b>Originator:</b>	ROBERT STAR	<b>Country :</b>	USA
<b>Symptom:</b>	6 11 5 92 DRVABL,HES/STUMBLE,ACCELERATION,HOT ENGINE		
<b>Status:</b>			
<b>VFG:</b>	V52 DRIVEABILITY		
<b>Additional Symptom:</b>	STUMBLE ON TIP IN		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			
<b>Hotliner:</b>	ZSOVA	<b>Phone:</b>	313 322-1845
<b>Engineering:</b>		<b>Regn Cd:</b>	S2 Charlotte
<b>Dir Contact:</b>	ROBERT STAR	<b>Phone:</b>	919 467-1881
		<b>TAR:</b>	
		<b>Title Cde:</b>	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". ADDITIONALLY 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

A handwritten signature in black ink, appearing to be 'AS' with a stylized flourish.

Alex Simanovsky  
Attorney at Law

AS/ld

CC: [REDACTED]



32220

569495



\*INVOICE\*

BARBARA A MARTINEZ

COLORADO SPRINGS, CO

PAGE 3

 1565 Auto Mall Loop  
 Colorado Springs, Colorado 80920  
 719-572-2200

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		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: 08:06 15APR10  
 READY: 16:04 28APR10  
 OPTIONS: STK:549016 ENG:99R 6.4L V-8 DIESEL  
 TRN:44B TORQSHIFT(TM) 5-SPD AUTO TRANS AXL:08

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 PCBP. STEP 1. VISUAL INSPECTION. PASSED. STEP 2 OIL LEVEL IS OVER FULL. CAC IS CONTAMINATED. STEP 3 HAS CLEAN SUFFICIENT FUEL AND GOOD MAINTENANCE RECORDS. STEP 4 KOBO TEST P0672. #2 GLOW PLUG OPEN. PINPOINT TEST AB1. 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 MAINTENANCE 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. RELATIVE COMPRESSION TEST. PASSED. MANUAL COMPRESSION 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 NECESSARY GASKETS. WITH NEW OIL COOLER, WATER PUMP, OIL PUMP AND #2 INJECTOR. RECOMMENDED BY PRIOR APPROVAL. 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.

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 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\*

COLORADO SPRINGS, CO  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL:

PAGE 4

1565 Auto Mall Loop  
Colorado Springs, Colorado 80920  
719-572-2200

SERVICE ADVISOR: 727117 DANIEL B STEGALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
Z1 OXFORD	09	FORD F-250	1FTSW21R29E		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					
08:06 15APR10	16:04 28APR10	TRN:44B_TORQSHIFT(TM)_5-SPD_AUTO_TRANS AXL:08					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

B MY OIL CHANGE

MY MY OIL CHANGE

3384 IQ

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



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	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.

## EXTENDED SERVICE PLAN

2023 10/20/23

## Warranty Start Date

- ☐ CPO  
☐ Incomplete Vehicle  
☐ Police Vehicle

**SURCHARGES**    ☐ 12 Months/12,000 Miles    ☐ Ambulance/Shuttle/Tow Truck (Specialty)    ☐ Snowplow  
☐ Commercial Business Use    ☐ Turbocharger/Supercharger for Gas Engines Only

**OPTIONS/SURCHARGES**   ☐ First Day Rental   ☐ Enhanced Rental   ☐ Turbocharger/Supercharger for Gas Engines Only

**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)	6/30/2014 - 09/30/2014	100,000 Miles	\$ 2798.00	\$	\$ 2798.00
Other Plans:	N/A	N/A	\$ N/A	\$ N/A	\$ N/A
Current Mileage: 218		Totals	\$ 2798.00	\$	\$ 2798.00

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.

Service Contract Number: [REDACTED]

## P&amp;A Code

## PURCHASE AGREEMENT

PHIL LONG FORD CHAPEL HILL  
1565 AUTO MALL LOOP  
COLORADO SPRINGS, CO 80920

NEW <input checked="" type="checkbox"/> DELIVERY DATE	STOCK NO.	DEAL NO.
USED <input type="checkbox"/> 09/10/09	549016	208425
CUSTOMER NO.		E-MAIL
32220		OPTOUT@PHILLONG.COM

## PURCHASER

Purch	Driver's License Number	State	Birth Date
Co-P	Driver's License Number	State	Birth Date
Addr	Home Phone		Work Phone
City	County	State	Zip
COLORADO SPRINGS, EL PASO, CO			

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	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.

Taxes: The price for the motor vehicle set forth on this Order includes with the exception 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, and is responsible for the consequences of any failure to do so. Purchaser's responsibility.

Information provided by the purchaser and responsibility.

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.

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 CHASSIS OR VEHICLE 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 SPECIFICALLY SET FORTH IN WRITING. STATEMENT OF SALE (VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE OFFER AND IS NOT A WARRANTY.

Information provided by the purchaser and responsibility.

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Information provided by the purchaser and responsibility.

Information provided by the purchaser and responsibility.

1. Vehicle Delivered as Equipped	\$ 49255.00
2. Added Accessories (Taxable)	\$ 399.00
SECURITY	
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
Total Trade Allowance	\$ N/A
7. Taxable Amount = \$	50561.95
8. Taxes:	
City Sales Tax %	2.5000 1254.07
State Sales Tax %	2.8000 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	\$ N/A
Trade-in Payoff	\$ 54274.01
Lien Holder	
10. Total Amount Due Including Taxes	\$ 25000.00
11. Customer Cash Down \$	5700.00
12. Factory Rebates	\$
13. Sub-Total (Cash & Rebates)	\$ (50700.00)
14. Additional Benefits Purchased:	
Extended Service Contract	\$ 2798.00
Maintenance Plan	\$ 1000.00
Credit Insurance	\$ N/A
Gap Insurance	\$ 499.00
Secure Mark	\$ 299.00
Secure Road	\$ N/A
Secure Windshield	\$ N/A
Secure Finish	\$ N/A
Secure Identity	\$
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.

<input type="checkbox"/> Customer to pay cash or arrange financing through	SECURITY SERVICE FCU [INITIAL]
<input type="checkbox"/> Dealer will attempt to obtain financing for Customer.	

SALESPERSON

MANAGER SIGNATURE

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.



Jan 20 11 03:16p

Anchored Construction, Inc

719-6351772

p.1

TYPE	PLATE	TAE/VAL	VIN	EXPIRE
LTK-REG	4550WX	X147436	1FTSW21R29	04/2011
MR	MAKE	BODY	CWT/PAS	T/C
	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
EMI. FEE	TITLE FEE	PRIOR D.T.	OWN TAX	LIC. FEE
0.00	0.00	392.64	536.28	267.86
ROAD FEE	BRIDGE FEE			
28.00	11.50			
RTD TAX	COUNTY TAX	CITY/DIST TAX	STATE TAX	SPECIAL FEE
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 LIC FEE

E/09102009/ /112013  
JTWROS

COLO SPGS CO

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 32720	Contract Number 208425	Contract Date (Mo. Da. Yr.) 09/10/2009	Buyer [REDACTED]	Buyer's Business Phone [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 LING FORD CHAPEL HILL 1565 AUTO MALL LOOP COLORADO SPRINGS, CO 80920		
<input type="checkbox"/> New <input type="checkbox"/> Used	Year 2009 Make and Model F-250	Vehicle Identification Number [REDACTED]	Primary Use for Which Purchased <input type="checkbox"/> personal, family or household <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/> other:	
Your trade-in is a: Year <u>N/A</u> Make <u>N/A</u> Model <u>N/A</u>				

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price	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 \$ <u>N/A</u> for the first <u>N/A</u>
The cost of your credit as a yearly rate. <u>14.50%</u>	The dollar amount the credit will cost you. <u>\$ 13519.59</u>	The amount of credit provided to you or on your behalf. <u>\$ 29027.23</u>	The amount you will have paid after you have made all payments as scheduled. <u>\$ 42556.20</u>	The total cost of your purchase on credit, including your down payment of \$ <u>30700.00</u> <u>\$ 23256.80</u>	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: <input type="checkbox"/> Credit Life: <input type="checkbox"/> Buyer <input type="checkbox"/> Co-Buyer <input type="checkbox"/> Both <input type="checkbox"/> Credit Disability: <input type="checkbox"/> Buyer

### Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>66</u>	<u>\$ 644.80</u>	<u>MONTHLY BEGINNING 10/25/2009</u> <u>AND WILL BE DUE ON THE 25TH</u> <u>DAY THEREAFTER</u>

**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 FIRM  
(Name and address) 1111 E. PUEBLO BLVD. PUEBLO, CO 81001

### ITEMIZATION OF AMOUNT FINANCED

- Cash price (including accessories, services, \$ 158.95 delivery and handling charge, and \$ 3712.06 sales tax) \$ 55072.01(1)
- 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  
Unpaid balance of cash price (1 minus 2) \$ 24372.01(3)
- 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 SALES TAX for SALES TAX \$ 3712.06  
to N/A for N/A \$ N/A  
to SERVICE FIRM for SERVICE FIRM \$ 2798.00  
to N/A for N/A \$ N/A  
d. Net trade-in payoff to N/A \$ N/A  
Total other charges and amounts paid to others on your behalf \$ 6556.26(4)  
5. Amount Financed (3 + 4) \$ 24037.01(5)

\* The delivery and handling charge represents costs and additional profit to the Seller/Dealer

Premium: N/A Term: N/A  
Credit Life \$ N/A  
Credit Disability \$ 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)

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

PHIL LONG FORD CHAPEL HILL  
1565 AUTO MALL LOOP  
COLORADO SPRINGS, CO 80920

## PURCHASE AGREEMENT

NEW <input checked="" type="checkbox"/>	DELIVERY DATE	STOCK NO.	DEAL NO.
USED <input type="checkbox"/>	09/10/09	549016	208425
CUSTOMER NO.		E-MAIL	
32220			

## PURCHASER

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Birth Date \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Birth Date \_\_\_\_\_

Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Cell Phone \_\_\_\_\_

COLORADO SPRINGS, EL PASO, CO

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	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. All taxes and duties shall be paid by purchaser. Purchaser 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 purchaser's 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, STATE, 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 SPECIFICALLY SET FORTH IN WRITING. CONTRACTOR'S SPECIFIC TERMS AND CONDITIONS FOR INFORMATION ON THE WINDOW FORM OR OTHERWISE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OR 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 \_\_\_\_\_

an authorized

1. Vehicle Delivered as Equipped	\$	49265.00
2. Added Accessories (Taxable)	\$	N/A
3. Added Accessories (Non-Taxable)	\$	
4. Delivery & Handling Charge	\$	49763.95
5. Total Purchase Price	\$	N/A
6. Trade Allowance	\$	N/A
Total Trade Allowance	\$	49763.95
7. Taxable Amount = \$	\$	
8. Taxes:		
City Sales Tax %	2.5000	1244.10
State Sales Tax %	7.4000	1443.15
County Sales Tax %	1.0000	497.64
RTD	PERT TAX 1.0000	497.64
Other	\$	
Sub-Total of Taxes	\$	3682.53
9. Trade-in Payoff	\$	N/A
Lien Holder	\$	N/A
Trade-in Payoff	\$	53446.48
Lien Holder	\$	
10. Total Amount Due Including Tax	\$	25000.00
11. Customer Cash Down \$	\$	5700.00
12. Factory Rebates	\$	30700.00
13. Sub-Total (Cash & Rebates)	\$	( )
14. Additional Benefits Purchased:		
Extended Service Contract	\$	N/A
Maintenance Plan	\$	N/A
Credit Insurance	\$	N/A
Gap Insurance PERIS	\$	499.00
Secure Mark	\$	N/A
Secure Road	\$	N/A
Secure Windshield	\$	N/A
Secure Finish	\$	N/A
Secure Identity	\$	
Other	\$	
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 credit) at time of delivery.

through \_\_\_\_\_ [INITIAL]

☐ Dealer will attempt to obtain financing for Customer.

SALESPERSON

MANAGER SIGNATURE

The Reynolds and Reynolds Company

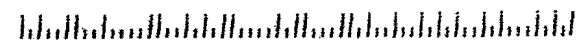
THIS AGREEMENT CONSISTS OF TWO PAGES. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THE AGREEMENT MUST BE SIGNED BY AN AUTHORIZED

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

4812632798 0097





# 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,

A handwritten signature in black ink, appearing to read 'Ken Rainbolt', with a long horizontal flourish extending to the right.

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

Via Fax Transmission (313) 845-5555 and first class mail

Re: 2009 F450 4x4 four door crew cab truck  
VIN 1FDA47R49E [REDACTED]  
[REDACTED]

W  
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

Rec'd  
5-9-11  
Juna



TERRY L. AMEND  
ATTORNEY AT LAW

MAY 02 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

=====

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=====

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	FORD MOTOR COMPANY RECEIVED CLAIMS UNIT
Title:	SERVICE MANAGER	MAY 11 2011
Phone Number:	918-647-2228	
Fax Number:	918-647-2689	OFFICE OF THE GENERAL COUNSEL
Email Address:	hardensteve@gmail.com	
Region:	DALLAS	
Address:	2200 South Broadway	
City:	Poteau	
State:	Oklahoma	
Zip Code:	74953	

**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

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

VECHILE SMOKING BACKFIRED FIRE AND  
DEBRIS OUT EXHAUST

If yes, what type & details:

If no, refer to Escalated Concern Handling  
section of the Customer Handling Roadmap

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:

TERRY L. AMEND  
ATTORNEY AT LAW

MAY 02 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  
Rec'd 5-4-11

CONFIRMATION REQUIRED: NO YES

DATE AND TIME OF CONFIRMATION:

NUMBER OF PAGES (including cover sheet): 2

FROM: TERRY L. AMEND, ATTORNEY

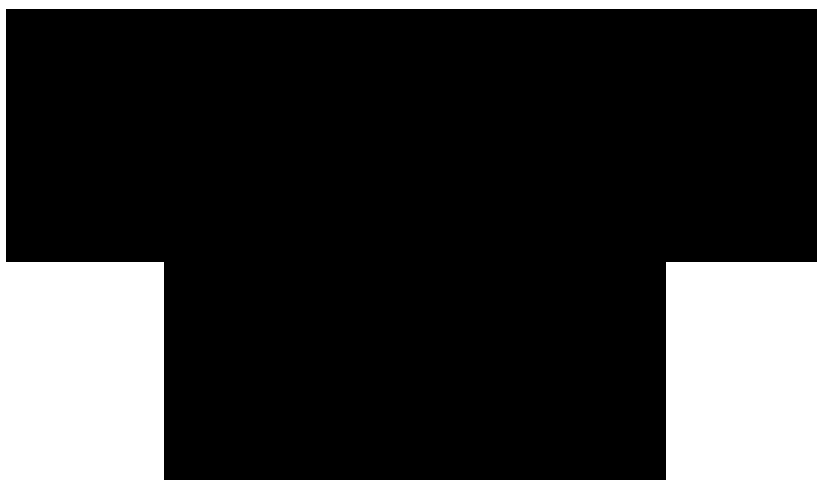
=====

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=====

COMMENTS

=====



**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-5444-0

**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

Page 1 of 1 / MW

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-5444-0

v.

FORD MOTOR COMPANY  
Defendant.

5-10-11  
1:45 PM  
RLopez 364

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

**SANDRA JACKSON**

By: **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 32801-1528

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:

<u>DATE</u>	<u>DAYS</u>	<u>MILE</u>	<u>RO#</u>	<u>COMPLAINT</u>
6/18/10	5	17,996	306492	<b>Engine:</b> 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	<b>Engine:</b> 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	<b>Engine:</b> 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, it clears  
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.

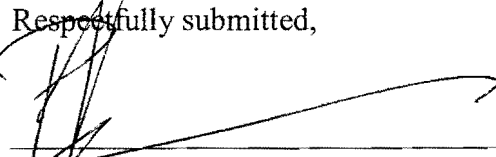
**JURY TRIAL DEMAND**

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 &amp; INVOICE

**HEINTZELMAN'S TRUCK CENTER, INC.**2424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804PHONE  
(407) 298-1000

www.heintzelmans.com



INVOICE NO.

4078512969

DATE **10/16/09**SOCIAL SECURITY NO.  
FEDERAL IDENTIFICATION NO.

PURCHASER'S NAME

ADDRESS

(Type At)

(Street)

**ORLANDO**

(City)

**FL**

(State)

(Zip)

**ORANGE**

PHONE

FAX

E-MAIL

NEW

USED

DEMO

**XX**

PURCHASER

CO-PURCHASER

PO NO.

**50360.00**

STOCK NO.

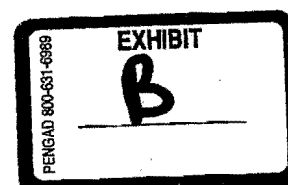
YR.

MAKE-MODEL-BODY TYPE

**V****N****I****E****T****S****E****R****T****S**

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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

specified in the Scheduled Maintenance Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

At your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Customer Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

**DO I PAY FOR WARRANTY REPAIRS?**

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

## DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford 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](http://www.Ford.com) for additional customer assistance reference information.

### 3. The New Vehicle Limited Warranty for your 2009-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 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 7-30.**

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.

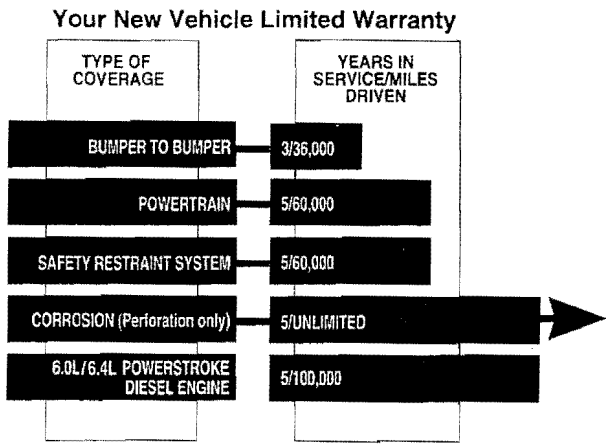


**QUICK REFERENCE: WARRANTY COVERAGE**

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



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,

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 and 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 as 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 occurrences 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.

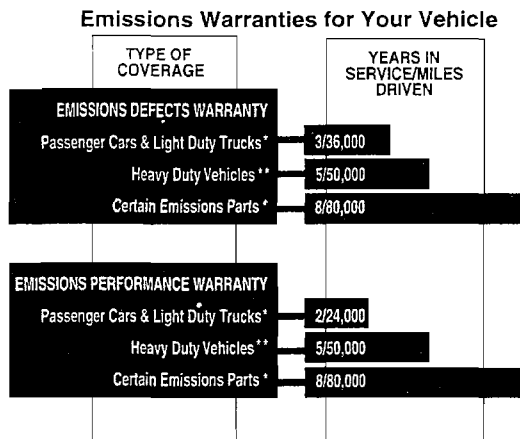
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

## 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



\* 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?**

or your vehicle these parts are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

### **List 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

## Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related parts, including but not limited to: air filters, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, on-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

## WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**Manager, Certification and Compliance Division  
(6405J)  
Warranty Claims  
Environmental Protection Agency  
Ariel Rios building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460**

## 6. California requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the 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

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR* OF 14,000 LBS. & UNDER	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***	5/50,000
EMISSIONS PERFORMANCE WARRANTY (Vehicles of 14,000 LBS.* and under)	3/50,000
PARTIAL ZERO EMISSION VEHICLES (PZEV)**** DEFECTS AND PERFORMANCE WARRANTY	15/150,000

- \* 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 the air intake system, 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 (MFT)
- 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 Damper 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	
EGT 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(18)	X(1)		
Engine Variable Timing Housing Assembly-Left					X(19)			X(14)	X(7)		
EVAP Vapor Storage Canister								X(14)	X(9)		
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
Flare 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(16)									
Turbocharger & Turbocharger Control Valve/Downpipe										X	

(1) F-Series Super Duty, Motorhome only; (2) Mustang only; (3) Expedition, F-150, F-Series Super Duty only; (4) Crown Victoria/Grand Marquis only; (5) Fusion/Milan only; (6) Explorer & Mustang only; (7) Expedition & F-150 only; (8) Expedition & F-Series Super Duty only; (9) F-150 & Mustang only; (10) Expedition, F-150, Mustang only; (11) Econoline only; (12) Econoline, F-Series Super Duty, Mustang only; (13) Econoline, F-Series 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

### 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.

Also covered by this warranty are all emissions-related bulbs, hoses, lamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

**NOTE:** If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

### WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 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.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

**NOTE:** If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

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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.

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If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.



## WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.**

## PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

## CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE** program, page 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.

### 3. Ford Extended Service Plan

#### MORE PROTECTION FOR YOUR VEHICLE

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company 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.

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at [Ford-ESP.com](http://Ford-ESP.com). There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details 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 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.

## **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](http://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 its wheelbase is extended beyond its limitations or if its 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.

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Invoice No: **304390**

**HEINTZELMAN'S TRUCK CENTER, Inc.**

**INVOICE**

2424 JOHN YOUNG PARKWAY

ORLANDO, FLORIDA 32804

**MV-00254**

Phone (407) 298-1000

DUPLICATE 1

PAGE 1

**BELLE ISLE, FL**

**Koma;**

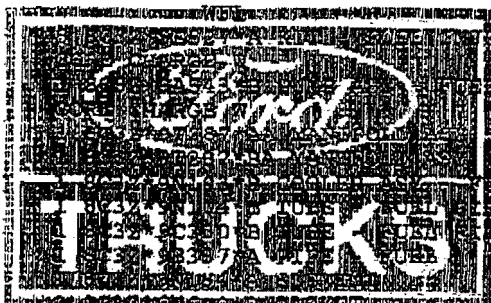
**But:**

**Email:**

SERVICE ADVISOR: 113 MARK DURRETT

SERVICE ADVISOR									
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG			
	09	FORD F250	1FTSW21R7		11884 11884	TR742			
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISE	DATE	PAYMENT	INV. DATE			
16OCT09	01JUN09		17:06 11MAR10	0.00	CASH	30SEP10			
P.O. OPENED		READY	OPTIONS: 6TK:914805 ENG:BRF 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,	KOBO	INJ TEST PASS. CKED FUEL FOUND FUEL OK		
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"	6005E	HARD	START	/ NO	START	DIAGNOSTICS - DIESEL	
		ENGINE -	DIAGNOSIS -	L			
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# CTION

## INFECTION

## FUEL SUPPLY

## FUEL SUPPLY

**BL**

TER TO FUEL COO

TER TO FURTHER PUM

# REF ID: A66084

T H U R S D A Y

2 8C3Z\*6N640\*A GASKET  
4 \*W302649\* BOLT  
6 \*W302494\* NUT  
2 \*W300003\* BOLT  
1 8C3Z\*8590\*A SEAL  
1 8C3Z\*8590\*B SEAL  
3 VC\*7\*B ANTI-FREEZE  
1 XT\*6\*QSP FLUID - TR  
2 XT\*5\*QMC FLUID - TR  
2 \*388898\*6 SEAL  
1 F75Z\*9417\*BB GASKET  
1 8C3Z\*9276\*A GASKET

[illegible]

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 warranty applying to the goods installed in accordance with this contract and that may be offered by the manufacturer, is the seller hereby expressly disclaims all warranty, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are warranted for 12 months or 12,000 miles, whichever comes first. No warranty shall survive that the work performed in accordance with this estimate will prevent any problem specified on the description of the equipment.

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**

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EXHIBIT  
Comp.  
C

EA11-003 000724LC



Customer Number: [REDACTED]

Invoice No: 304390

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE  
DUPLICATE 12424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804  
Phone (407) 238-1000

MV-00254

Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED]

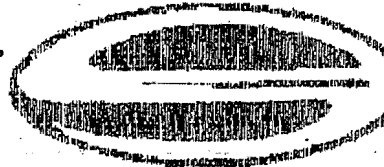
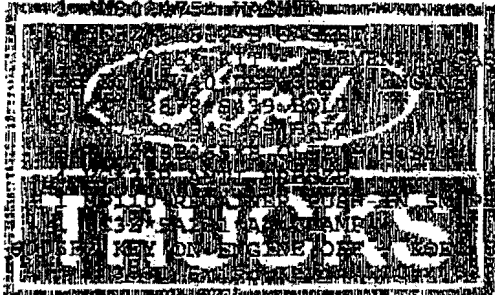
Cell: [REDACTED]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	SALE PRICE	NET PRICE	TAX
	08	FORD F250	1FTSW21R78		11684	11684	TR742
DEL. DATE	PROD. DATE	WARRANTY	PROMISED	REWORK	PRICE	PAYMENT	INV. DATE
16OCT09	01JUN09		17:08 11MAR10		0.00	CASH	30SEP10
R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: 5TK: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)
	8C3Z*9G756	A					(N/C)
2	31545	PUSH NUT	SPEED NUT 1/4				(N/C)
8	*W303659	*	WASHER				(N/C)
1	6005B3	KEY ON ENGINE OFF - KOBO INJECTOR					(N/C)
		ELECTRICAL SELF-TEST - TEST - L					(N/C)
		3831 Smith, Kevin LIC#: 5336					(N/C)
		WFL					(N/C)
1	6005E4	SCAN TOOL TEST - DATA LIST MONITORING -					(N/C)
		TEST - L					(N/C)
		3831 Smith, Kevin LIC#: 5336					(N/C)
		WFL					(N/C)
1	6005E6	FUEL CONTAMINATION - CHECK - L					(N/C)
		3831 Smith, Kevin LIC#: 5336					(N/C)
		WFL					(N/C)
1	6005E7	ELECTRIC FUEL PUMP PRESSURE TEST - L					(N/C)



ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE	LIMITED WARRANTY: The only warranties applying to the parts 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 authorizes any other person to assume for it any liability in connection with the sale of products or services 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.	CHARGE	TOTAL
		LABOR AMOUNT	
		PARTS AMOUNT	
		OAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
A standard charge for supplies and materials is made on each repair order. The amount of this charge will be 2% of the total labor charge. This will be shown in the lower right corner of repair order in the space provided. The	CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.	LESS INSURANCE	
		SALES TAX	
		CUSTOMER SIGNATURE	
		PLEASE PAY THIS AMOUNT	

Customer Copy

Page 2 of 5



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 4

BELLE ISLE, [REDACTED]

Home: [REDACTED]

Bus: [REDACTED]

Cell: [REDACTED]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	OUT	TAX
	09	FORD F250	1FTSW21R79E [REDACTED]		11684	11684	TR742
DEL. DATE	PREP. DATE	INVOICE EXP.	PROMISED	DATE	PAYMENT	INV. DATE	
18OCT09	01JUN09		17:06 11MAR10		0.00	CASH	30SEP10
HIS OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:914806 ENG:99R TRN:448							
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

(9002A) (9002A) (9002A)

GAGE - REPLACE

GAGE - REPLACE

GAGE - REPLACE

GAGE - REPLACE

GAGE - REPLACE

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GAGE - REPLACE

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GAGE - REPLACE

GAGE - REPLACE

CLAIM TYPE:

AUTH CODE:

5336

SUBL SHELL INV 627141

WFL

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

11684 HIGH PRESSURE FUEL PUMP, INJECTORS 26.30 RAN CMTCS 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 20PSI. AFTER SEVERAL ATTEMPTS OF  
 TRYING TO START, DID FIND PRESSURE TO JUMP UP TO 500PSI. UPDATED

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 period  
 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 authorizes any other person to assume for it any liability in  
 connection with the sale of products or services sold under the terms of  
 this estimate. Parts and labor are guaranteed for 12 months or 15,000  
 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

Page 4 of 5

Customer Number: [REDACTED]

Invoice No: 304390

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804  
Phone (407) 298-1000

MV-00254

DUPLICATE 1

PAGE 5

BELLE ISLE, FL [REDACTED]

Home: [REDACTED]

Bus: [REDACTED]

Email: [REDACTED]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MESSAGE TO/OUT	TAG
	09	FORD F250	1FTSW21R79E [REDACTED]		11884 11684	1R742
DEL DATE	PREP DATE	WARRANTY EXP	PROMISE	PPG NO	RATE	PAYMENT
16OCT09	01JUN09		17:06 11MAR10		0.00	CASH
INVT DATE						30SEP10
PLC/ORDERS	READY	OPTIONS: STR:914805 ENG:98R TRN:448				
06:34 11MAR10	15:44 10MAY10					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PCN,TCM TO LATEST LEVEL. PERFORMED PIN POINT TEST M INSTALLED BLEED TOOL  
 FOUND NO AIR IN THE SYSTEM. FOUND WHEN FUEL TUBE 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  
 RECOMED 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.  
 CONTACTED FORD AUTH# REMOVED CAB ASSY, REPLACED HIGH PRESSURE FUEL  
 PUMP, FUEL INJECTORS, FUEL RAILS AND LINES, ALL FUEL SYSTEM HOUSINGS AND REPLACED  
 FUEL LINES, AND FUEL TUBES. ALSO REPLACED FUEL TUBES, AND FUEL TUBES. ALSO  
 REINSTALLED CAB ASSY. FUEL TUBES AND PRIMED FUEL SYSTEM WITH FUEL  
 BLEEDER. VEH TOOK FOR TEST. FOUND VEH TO START AND RUN OK AND  
 EEC TEST FOUND PASS. VEH TOOK FOR TEST. OFF. STRIPPED CAB BOLTS, FLUSHING FUEL  
 LINES. LABOUR OPPS NEEDED FOR DIAG AND

B QUALITY INSPECTION RECOMMENDED BY FORD

STERLING

RECOMMENDED BY FORD

T R U C K S

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

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 parts 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 authorizes any other person to assume for it any liability in connection with the sale of products or services 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 unrelated to the operation of the vehicle.	DESCRIPTION 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	TOTALS \$ 0.00
	CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF. CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT \$ 0.00	

Customer Copy

Page 5 of 5



Customer Number: [REDACTED]

Invoice No: 306492

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

3424 JOHN YOUNG PARKWAY

ORLANDO, FLORIDA 32804

MV-00254

Phone (407) 298-1000

PAGE 2



BELLE ISLE, FL

Home:

Bus:

Cell: [REDACTED]

Email: [REDACTED]

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MI/AGE IN/OUT	TAG
	09	FORD F250	1FTSW21R700		17996 17996	TR522
16OCT09	01JUN09	09:00 19JUN10		0.00	CC	22JUN10
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 LOP

CUSTOMER PAY Enviromental Chg FOR REPAIR ORDER

9.90

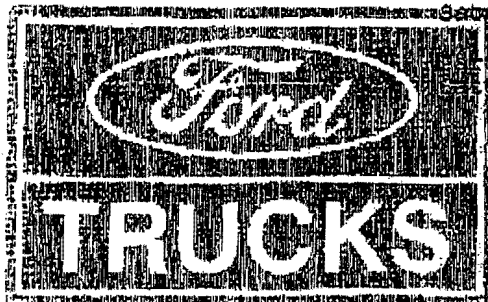
Attention!!!! New Service and Parts Hours

Service: Monday thru Friday 6am to 7pm.

Saturday 8am to 2pm.

Parts: Monday thru Friday 8am to 2pm.

Saturday 8am to 2pm.

STERLING  
TRUCKSALL PARTS ARE NEW OR FACTORY  
REBUILT UNLESS SPECIFIED OTHERWISEA 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. TheLIMITED WARRANTY: The only warranties applying to the parts  
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 authorizes any other person to assume for it any liability in  
connection with the sale of products or services 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	\$ 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

Page 2 of 2

K012102

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

BELLE ISLE, FL

Home:

Bus:

Cell:

Email:

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MESSAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R73E		20691 20691	TR799
160CT09	01JUN09	07:30 23JUL10		0.00	CASH	27JUL10
P.O. OPENED: READY: OPTIONS: STK:014806 ENG:39R TRN:44B						
07:23 22JUL10		16:18 27JUL10				

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

A D50 CUST 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

6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL

ENGINE - DIAGNOSIS - L

458 WAGES, JONATHAN LIC#: 3053

WFL

1 PM\*4+B BRAKE CLEANER

6005F13 D50 TURBO CHARGER GAS RECIRCULATION CHECK - TEST - L

3053

6005F12 D50 TURBO CHARGER INJECTOR

- L

3053

6005F11 D50 TURBO CHARGER CHECK - TEST

3053

6005F10 D50 TURBO CHARGER CHECK - TEST

3053

6005F09 D50 TURBO CHARGER CHECK - TEST

3053

6005F08 D50 TURBO CHARGER CHECK - TEST

3053

6005F07 D50 TURBO CHARGER CHECK - TEST

3053

6005F06 D50 TURBO CHARGER CHECK - TEST

3053

6005F05 D50 TURBO CHARGER CHECK - TEST

3053

6005F04 D50 TURBO CHARGER CHECK - TEST

3053

6005F03 D50 TURBO CHARGER CHECK - TEST

3053

6005F02 D50 TURBO CHARGER CHECK - TEST

3053

6005F01 D50 TURBO CHARGER CHECK - TEST

3053

6005F00 D50 TURBO CHARGER CHECK - TEST

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6005F00 D50 TURBO CHARGER CHECK - TEST

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6005F00 D50 TURBO CHARGER CHECK - TEST

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6005F00 D50 TURBO CHARGER CHECK - TEST

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6005F00 D50 TURBO CHARGER CHECK - TEST

3053

ALL PARTS ARE NEW OR FACTORY  
REBUY 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 parts 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 discharges any other person to assume for it any liability in connection with the sale of products or services 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	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Copy

Page 1 of 2



Customer Number: [REDACTED]

Invoice No: 307159

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY

ORLANDO, FLORIDA 32804

MV-00254

Phone (407) 298-1000

PAGE 2



BELLE ISLE, FL

Home:

Rus:

Cell:

Email:

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	GENSE	MILEAGE IN/OUT	TAG
	09	FORD F250	1FTSW21R798		20691 20691	TR799
DE DATE	PROD DATE	MARK EXPI	FROM/USED	TO/USED	TO/USED	TO/USED
18OCT09	01JUN09		07:30 23JUL10		0.00	CASH
07:23 22JUL10	16:18 27JUL10					

OPTIONS: STK:914805 ENG:88R TRN:448

LINE	ORCODE	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: 0.00 OTHER: 0.00 TOTAL: 0.00

CONCERN. PR404. PERFORMANCE DIAG  
PSI AT FUEL INJECTOR. HIGH PRESSURE  
VEHICLE ONLY. ENGINE  
CONTROLLED AND STUCK OPEN AT ALL  
FOUND TO HAVE EXCESSIVE CARBON BUILDUP  
RECHECK. VEHICLE BOOST WITHIN SPEC.

\*\*\*\*\*STERLING\*\*\*\*\*  
B QUALITY SERVICE CENTER 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

\*\*\*\*\*  
Attention!!!! New Service and Parts Hours

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Saturday 8am to 2pm.

Parts: Monday thru Friday 7am to 7pm.

Saturday 8am to 2pm.

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

Customer Copy

Page 2 of 2



Customer Number: [REDACTED]

Invoice No: 308742

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804 MV-00254  
Phone (407) 288-1000

PAGE 1

BELLE ISLE, FL

Home:

Bus:

Cell:

Email:

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	DATE	TIME	DATE	TIME	TAG
	09	FORD F250	1FTSW21R79E			26122	26122	TR303
16OCT09	01JUN09		12:42 02OCT10		0.00	CASH		01OCT10
OPTIONS: STK:914805 ENG:99R TRN:448								
14:40 30SEP10	12:25 01OCT10							

LINE 08 CODE 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

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  
NO PROBLEM AT THIS TIME

\*\*\*\*\*  
B QUALITY SERVICE CENTER FOR FORD  
RECOMMENDED BY FORD  
\*\*\*\*\*

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

C\*\* AD/DS C/S STATE CHECK ENGINE LIGHT IS ON  
CAUSE: TRAN CMDTCS ON PCM FOUND PROBLEM KOEO P1000 KOEO INU TEST PASS

09-16-08 PERFORMED TSB AND

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  
REBUILD UNLESS SPECIFIED OTHERWISE

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made on each repair order. The amount of this  
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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 parts  
installed in accordance with this estimate are those that may be  
offered by the manufacturer. The seller hereby expressly disclaims all  
warranties, other express or implied, including any implied warranty of  
merchantability or fitness for a particular purpose, and neither assumes  
nor authorizes any other person to assume for it any liability in  
connection with the sale of products or services 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

Page 1 of 2

Customer Number: [REDACTED]

Invoice No: **308742****HEINTZELMAN'S TRUCK CENTER, Inc.**

INVOICE

2424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804 MV-00254  
Phone (407) 298-1000

PAGE 2

[REDACTED]  
BELLE ISLE, FL

Home: [REDACTED] Bus: [REDACTED]

Email: [REDACTED]

Cell: [REDACTED]

SERVICE ADVISOR: 113 MARK DURRETT

COB	YR	MAKE	MODEL	VIN	LICENSE	MI	MI	OUT	TAG
09		FORD	F250	1FTSW21R79E		26122	26122		TR303
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
18OCT09	01JUN08		12:42 02OCT10		0.00	CASH		01OCT10	
R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:814806 ENG:98R TRN:44B 14:40 30SEP10 12:25 01OCT10									

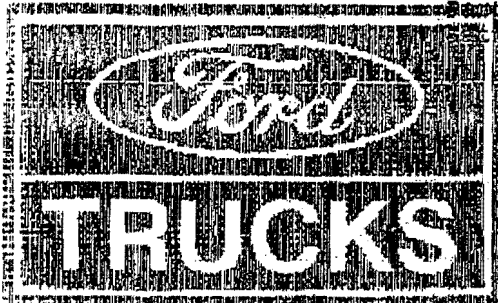
LINE OBCODE TECH TYPE HOURS LIST NET TOTAL  
 .... KOEO INJ TEST PASS, KOER PASS. RAN OASIS FOUND TSB 09-16-08 PERFORMED  
 .... TSB AND UPDATE PCM, TCM, IC TO LATEST LEVEL. RE-TESTED FOUND VEH TO START  
 .... AND RUN OK AND HAVE POWER. RE-RAN EBC TEST FOUND PASS.

\*\*\*\*\*

Attention!!!! New Service and Parts Hours

Service: Monday thru Friday 8am to 7pm.  
 Saturday 8am to 2pm.

Parts: Monday thru Friday 8am to 3pm.  
 Saturday 8am to 2pm.



**STERLING**  
 TRUCKS

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 parts  
 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 authorizes any other person to assume for it any liability in  
 connection with the sale of products or services 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	\$ 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

Page 2 of 2

Customer Number

Invoice No: 310842

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804  
Phone (407) 298-1000

MV-00254

PAGE 1

BELLE ISLE, FL

Home:

Bus:

Cell:

Email:

SERVICE ADVISOR: 113 MARK DURRETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	09	FORD F250	1FTSW21R78E		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

CAUSE: ENGINE LIGHTS ON - KOEO IN TEST DROVE VEH MONITORED PIDS

6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L

3831 Smith, Kevin LIC#: 5336

WFL

6005F2 KEY ON ENGINE OFF - KOEO INJECTOR

3831 Smith, Kevin LIC#: 5336

WFL

6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST

3831 Smith, Kevin LIC#: 5336

WFL

6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L

3831 Smith, Kevin LIC#: 5336

WFL

6005F2 KEY ON ENGINE OFF - KOEO INJECTOR

3831 Smith, Kevin LIC#: 5336

WFL

6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST

3831 Smith, Kevin LIC#: 5336

WFL

6005F1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L

3831 Smith, Kevin LIC#: 5336

WFL

6005F2 KEY ON ENGINE OFF - KOEO INJECTOR

3831 Smith, Kevin LIC#: 5336

WFL

6005F6 KEY ON ENGINE RUNNING - KOER CHECK - TEST

3831 Smith, Kevin LIC#: 5336

WFL

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) included 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 authorizes 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

Page 1 of 4

61/61 PAGE

081910

4078510409

02/10/2011 15:35



Customer [REDACTED]

Invoice No: 310842

HEINTZELMAN'S TRUCK CENTER, Inc.

INVOICE

2424 JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32804 MV-00254  
Phone (407) 298-1000

PAGE 3



BELLE ISLE, FL

Home:

Bus:

Cell:

Email:

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		PCNO	RATE	PAYMENT		INV DATE
18OCT09	01JUN09		07:36 20JAN11			0.00	CC		18JAN11
H.O. OPENED		READY		OPTIONS: STK:914805 ENG:99R 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

1 8C3Z\*9N184\*C ELEMENT

PARTS: 53.99 LABOR: 95.96 OTHER: 0.00 TOTAL LINE D: 149.95

....35915 1.20 REPLACED FUEL FILTERS.

E PERFORM COMPREHENSIVE INSPECTION ON 6.7 DIESEL.

FUEL60 REPLACE FUEL FILTERS ON 6.4/6.7 DIESEL.

DIESEL

3831 Smith, Kevin LIC#: 5336

CSS

1 8C3Z\*9N184\*C ELEMENT

PARTS: 98.55 LABOR: 151.40 OTHER: 0.00 TOTAL LINE E: 249.95

....35915 1.20 REPLACED FUEL FILTERS.

F QUALITY CARE INSPECTION RECOMMENDED BY FORD

99P QUALITY CARE INSPECTION RECOMMENDED BY FORD

3831 Smith, Kevin LIC#: 5336

C-L

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

CUSTOMER PAY Enviromental Chg FOR REPAIR ORDER

30.00

4072560655

ALL PARTS ARE NEW OR FACTORY  
REBUILT UNLESS SPECIFIED OTHERWISEA 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. TheLIMITED 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 authorizes any other person to assume for it any liability in  
connection with the sale of products or services sold under the terms of  
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miles, whichever comes first. Seller does not guarantee that the work  
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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

OBRIAN

4078518409

02/18/2011 15:39

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



BELLE ISLE, FL [REDACTED]

Home:

Bus:

Cell: [REDACTED]

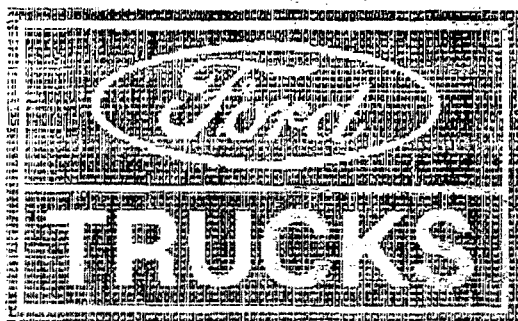
Email: [REDACTED]

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	PRGD. 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
------	--------	------	------	-------	------	-----	-------

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.**STERLING**  
TRUCKSALL PARTS ARE NEW OR FACTORY  
REQUIR UNLESS SPECIFIED OTHERWISEA standard charge for supplies and materials is  
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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. TheLIMITED WARRANTY: The only warranties applying to the parts  
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offered by the manufacturer. The seller hereby expressly disclaims all  
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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 products or service sold under the terms of  
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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	\$ 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

Page 4 of 4

PAGE 16/19

OBRIAN

4078510409

02/10/2011 15:39

**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.

- |  |   |
|--|---|
| <input type="checkbox"/> Condominium                           | <input type="checkbox"/> Nonhomestead residential             |
| <input checked="" type="checkbox"/> Contracts and indebtedness | foreclosure \$50,001--\$ 249,999                              |
| <input type="checkbox"/> Eminent domain                        | <input type="checkbox"/> Nonhomestead residential             |
| <input type="checkbox"/> Auto negligence                       | foreclosure \$250,000 or more                                 |
| <input type="checkbox"/> Negligence--other                     | <input type="checkbox"/> Other real property actions \$0 -    |
| <input type="checkbox"/> Business governance                   | \$50,000  |
| <input type="checkbox"/> Business torts                        | <input type="checkbox"/> Other real property actions          |
| <input type="checkbox"/> Environmental/Toxic tort              | \$50,001 - \$249,999  |
| <input type="checkbox"/> Third party indemnification           | <input type="checkbox"/> Other real property actions          |
| <input type="checkbox"/> Construction defect                   | \$250,000 or more   |
| <input type="checkbox"/> Mass tort                             | <input type="checkbox"/> Professional malpractice             |
| <input type="checkbox"/> Negligent security                    | <input type="checkbox"/> Malpractice--business                |
| <input type="checkbox"/> Nursing home negligence               | <input type="checkbox"/> Malpractice--medical                 |
| <input type="checkbox"/> Premises liability--commercial        | <input type="checkbox"/> Malpractice--other professional      |
| <input type="checkbox"/> Premises liability--residential       | <input type="checkbox"/> Other                                |
| <input type="checkbox"/> Products liability                    | <input type="checkbox"/> Antitrust/Trade regulation           |
| <input type="checkbox"/> Real property/Mortgage foreclosure    | <input type="checkbox"/> Business transactions                |
| <input type="checkbox"/> Commercial foreclosure \$0 -          | <input type="checkbox"/> Constitutional challenge--statute or |
| \$50,000   | ordinance   |
| <input type="checkbox"/> Commercial foreclosure \$50,001 -     | <input type="checkbox"/> Constitutional challenge--proposed   |
| \$249,999  | amendment   |
| <input type="checkbox"/> Commercial foreclosure                | <input type="checkbox"/> Corporate trusts                     |
| \$250,000 or more  | <input type="checkbox"/> Discrimination--employment or        |
| <input type="checkbox"/> Homestead residential                 | other   |
| foreclosure \$0--\$50,000                                      | <input type="checkbox"/> Insurance claims                     |
| <input type="checkbox"/> Homestead residential                 | <input type="checkbox"/> Intellectual property                |

- |  |  |
|--|--|
| <input type="checkbox"/> foreclosure \$50,001--\$249,999                     | <input type="checkbox"/> Libel/Slander                 |
| <input type="checkbox"/> Homestead residential foreclosure \$250,000 or more | <input type="checkbox"/> Shareholder derivative action |
| <input type="checkbox"/> Nonhomestead residential foreclosure \$0--\$50,000  | <input type="checkbox"/> Securities litigation         |
|  | <input type="checkbox"/> Trade secrets                 |
|  | <input type="checkbox"/> Trust litigation              |

**III. REMEDIES SOUGHT** (check all that apply):

- ☒ 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  
☒ no

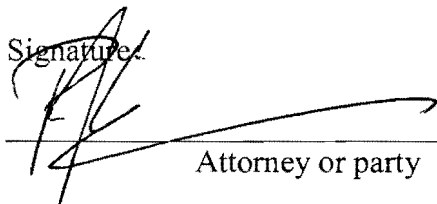
**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ no  
☐ yes If "yes", list all related cases by name, case number, and court.

**VII IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☒ 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: 

\_\_\_\_\_  
Attorney or party

Fla. Bar

#0025848

\_\_\_\_\_  
(Bar # if attorney)

Patrick J. Cremeens  
(type or print name)

4/25/11  
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](mailto:patrick@cremeenslaw.com)  
Web [www.cremeenslaw.com](http://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):

<u>DATE</u>	<u>DAYS</u>	<u>MILE</u>	<u>RO#</u>	<u>COMPLAINT</u>
6/18/10	5	17,996	306492	<b>Engine:</b> 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 ckd 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 Per  
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, it clears up and runs fine. (Ran CMDTCS found P0069, KOEO, P1000, KOEO inj. test pass,

KOER P1000. Ran O`asis 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

**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:** C T Corporation System  
**PER:** Donna Moch  
**ADDRESS:** 1200 South Pine Island Road  
Plantation, FL 33324  
**TELEPHONE:** 954-473-5503

LITIGATION  
PRACTICE GROUP

11 MAR 14 08:26

OFFICE OF THE  
GENERAL COUNSEL



F1

LAW OFFICES OF STEVEN VEINGER, P.A.  
CONSUMER PROTECTION ATTORNEYS

Steven Veinger  
Mark P. Romano\*  
Steven G. Stancroft\*\*  
Steven Mikhov\*\*\*

10 OCT

2:57

20801 Biscayne Blvd., Suite 304  
Aventura FL 33180  
Telephone (877) 575-3666  
Facsimile (877) 575-9666  
[www.Lemon-Law.to](http://www.Lemon-Law.to)

\*Admitted in CA and MI only  
\*\*Admitted in MI and NC only  
\*\*\*Admitted in CA only

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 AM 10:34

CONSUMER PROTECTION  
SECTION

Re:

2010 Ford F-450  
VIN 1FTXW4DR4AE

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.

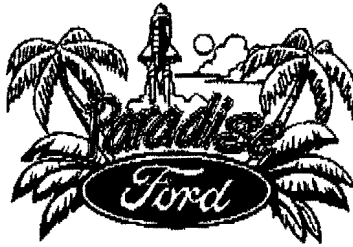
Mr. [REDACTED] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor 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

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 AT	Page: 1	Invoice: W63978	
Private: [Redacted] HOLLYWOOD, FL [Redacted] Email: [Redacted] Home: [Redacted]				Private: [Redacted] HOLLYWOOD, FL [Redacted] Email: [Redacted] Home: [Redacted]			
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: 04/29/10 10:30 LT					
Customer Concerns							
Concern 51	CK VECR CRANKS AND WON'T START			Operation	Tech Units	Amount	
Cause	HARD START NO START			6005E	154 0.6	46.54	
Correction	REPLACED HP PUMP AND GEAR						
51-1	HARD STRT NO START			6005E2	154 0.1	7.76	
51-2	HARD START NO START			6005E3	154 0.1	7.76	
51-3	HARD START NO START			6005E4	154 0.1	7.76	
51-4	HARD START NO START			6005E5	154 0.6	46.54	
51-5	HARD START NO START			6005E6	154 0.2	15.51	
51-6	HARD START NO START			6005E7	154 0.4	31.03	
51-7	HARD START NO START			6005E8	154 0.3	23.27	
51-8	HARD START NO START			6005E11	154 0.5	38.79	
51-9	HARD START NO START			6005E12	154 1.5	116.36	
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 EPSI. THEN PRESSURE TESTED THE PUMP AND STILL ONLY HAD 1115.3 O REMOVED CAB AND INSPECTED PUMP AND GEAR. FOUO THE GEAR WORN. AND THE HP PUMP DAMANGED. REPLACED HP PUMP AND GEAR.						
Parts	Part Number	PO#	Note	Description	Qty	Sell	
	FMC 8C32 6N640 A			GASKET	4	3.89	15.56
	FMC 8C32 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 6C32 9A543 B			PUMP ASY - FUEL INJE	1	1082.88	1082.88
	FMC W712878 S439		NSTK	BOLT	6	5.25	31.50

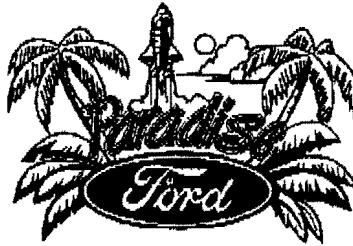
### DISCLAIMER OF WARRANTIES

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.





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Sat 7:30 am - 3:30 pm  
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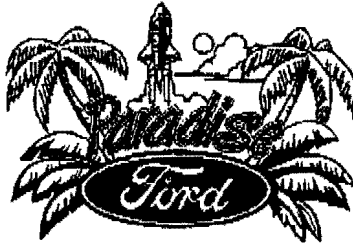
Adv: 219 JIMMY D. BROADWELL		Tag: 0929	License: 1	1FTXW4DR4 AE	Page: 2	Invoice: W63978
Invoiced: 04/28/10 10:30:18 LT						
10 FORD F-450 SD 4WD DRW CREW CAB						
Parts	Part Number	PO#	Note	Description	Qty	Sell
	FMC W712879 S439		NSTK	BOLT	2	5.25 10.50
	FMC 9C32 9F589 A		NSTK	GEAR	1	64.90 64.90
	FMC W302470		NSTK	HARDWARE - MISCELLAN	1	5.06 5.06
	FMC W302471 A		NSTK	*HARDWARE - MISCELLA	1	5.75 5.75
	FMC 9C32 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- 9C329A543B						
Repair Type 01 Visit 1						
Powertrain Codes: KOEO - P1111						
KOEC - P0087 F2291						
KOER - P1111						
					Subtotal	
Type: W					PARTS	1464.90
					LABOR-MECHANICAL	341.32
					TOTAL CHARGE FOR CONCERN	1806.22
Concern 52	REF LINE 51	Operation			Tech Units	Amount
Cause	CONT OF LINE 51	6005E13			154 0.7	54.30
Correction	CONT OF LINE 51					
52-1	REF LINE 51	6005E14			154 0.1	7.76
52-2	REF LINE 51	6005E16			154 0.9	69.81
52-3	REF LINE 51	6005E17			154 2.9	224.95
52-4	REF LINE 51	6005E18			154 0.6	46.54
52-5	REF LINE 51	6005E19			154 0.4	31.03
52-6	R&R CAB	6007B			154 6.1	473.18
52-7	REFL PUMP	6007B47			154 2.6	201.68
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						
					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

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COCOA, FLORIDA 32922  
(321) 632-2222  
MV-39769

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Adv: 219 JIMMY D. BROADWELL	Tag: 0929	License: 1	1FTXW4DR4 AE	Page: 3	Invoice: W6397B
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 to Customer					
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.

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-06685

MIRIMAR, FL

HOME: CONT  
BUS: CELL

SERVICE ADVISOR: 80413 EDWARD P GUARDIANI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD F450	1FTXW4DR4A		28141/28155	T3648

DEL DATE	PROD DATE	WARR EXP	PROMISED	PG 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	8CBZ*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 DIESEL 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.

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.

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

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

CUSTOMER SIGNATURE

LOT LOCATION:  
CUSTOMER #: 75106

837171



\*INVOICE\*

DUPLICATE 1  
PAGE 2

14501 West Sunrise Blvd, Sunrise, FL 33323  
Phone: (954) 851-9110  
FL REG. # MV-05885

MIRIMAR, FL

HOME:

BUS:

CONT

CELL:

SERVICE ADVISOR: 80413 EDWARD P GUARDIANI

COLOR	YEAR	MAKE/M	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	10	FORD F450	1FTXW4DR4AE		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

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.

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.

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

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

CUSTOMER SIGNATURE

## 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

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](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](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](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](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 REGULATOR 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/~WS80/~MUS~LEN/20/S8034C08.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



80/~MUS~LEN/20/S8034C09.HTM" TARGET="\_BLANK">BODY ON PROCEDURE.  
MAKE SURE TO PERFORM THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/19/S80A0007.HTM" TARGET="\_BLANK">LP FUEL SYSTEM BLEED  
AS WELL AS THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/20/S80A0008.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

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**Requester:** LBINGHAM

Report Summary

**Server:** FCWS686

**Ford Proprietary, Private**

8-Oct-2010

**Retention:** None





**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], Pltff. 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

LITIGATION  
PRACTICE GROUP

11 JUN -1 AM 14:3

OFFICE OF THE  
GENERAL COUNSEL

**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:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
03/03/10	33,605	0374252	<u>DRIVEABILITY DEFECT:</u> Body panel/hinge squeak/rattle
07/19/10	40,710	0407101	<u>ENGINE DEFECT:</u> Check engine light trouble
07/19/10	44,700	40710	<u>ENGINE DEFECT:</u> Check engine light on, no power
10/08/10	52,637	14203001	<u>ENGINE DEFECT:</u> Poor performance, lacks power
11/02/10	46,215	0434091	<u>DRIVEABILITY DEFECT:</u> Brakes grab or lock up
11/19/10	55,038	04715551	<u>ENGINE DEFECT:</u> Engine hesitates/surges when accelerating; check engine light on, no power
01/27/11	60,818	180739	<u>ENGINE DEFECT:</u> Engine died 17 times
02/10/11	60,297	49405	<u>ENGINE DEFECT:</u> Stalls while driving, check engine light on
02/21/11	62,619	0461671	<u>ENGINE DEFECT:</u> Poor performance/lacks power; loses power intermittently
03/07/11	63,017	46507	<u>ENGINE DEFECT:</u> Loss of power and check engine light on
03/30/11	65,4689	07909703	<u>ENGINE DEFECT:</u> 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.

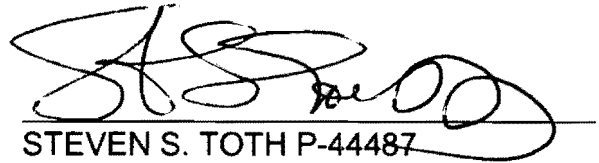
**JURY DEMAND**

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

## STATEMENT OF VEHICLE SALE

Purchase Date 2/6/2009 9T130

Invoice/Stock No.

Delivery Date 2/6/2009

Invoice/Block No.

Dealer WICKER MOTORS FORD MERCURY, INC.Address 100 EATON - P.O. BOX 218City WICKERCounty WICKER State MICHIGAN Zip Code 49224Dealer License ME-0132870 Sales Tax License ME-0132870 Phone Number (517) 629-9111

Vehicle Sold	New <input type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Trade-In	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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  
☐ TAX ☐

## ODOMETER MILEAGE

Buyer must be completed when odometer is shown on title. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and the mileage statement.

☐ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

Buyer Installed Accessories ☐ Factory List Affixed to VehicleDealer Installed Accessories  
When Optional to Purchaser

## REMARKS:

## CUSTOMER NO.

By purchasing this vehicle, the buyer agrees to the terms of any Dealer Warranty or Service Contract. The information on the window form for this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.

I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE.

## CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY

"The information you see on the window form for this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale."

I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE.

Dealer's Signature

AGENT  
Title

## 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, 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 2/6/09  
☒ Date 2/6/09  
☒ Date 2/6/09

PURCHASER NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

Authority: provided by PA 300 of 1948, as amended.

THIS FORM MUST BE TYPED ONLY

DEPARTMENT OF STATE

Expires on Month Day Year			Months	<input type="checkbox"/> NEW PLATE <input type="checkbox"/> RENEWAL <input type="checkbox"/> TRANSFER
Year	Make	Body Style	Code	County
2009	FORD	TRUCK		
Vehicle No.			Fee Category/Weight	License Fee
1FTXW43RX9EA25423				15.00
Driver License No./PIDs of All Owners/Lessee(s)			Title	
1) R1628031157163			15.00	
2)			Title Late Fee	
County of Residence			Title Late Fee	
CALHOUN			15.00	
Complete Names and Addresses of All Owners or Lessees			Tax	
Michael Roberts 28645 J Drive South Homer, MI 49245			3227.00	
			Transfer Fee	
			9.00	
			Total Trans. to SA	
			3250.00	
Complete Names and Addresses of All Lessees			Full Rights to Survivor	
			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Insurance Company			Policy No. or Binder No.	
Farm Bureau			1-0557K46	
First Secured Interest			Filing Date	
chase auto finance			2/6/2009	
Address				
p o box 901058				
City-State Zip				
Fort worth, tx 76101-2029				
Second Secured Interest			Filing Date	
Address				
City-State Zip				
1. PURCHASE PRICE OF VEHICLE (including Freight & Accessories)			53,784.40	
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)			17.75	
3. TOTAL TAXABLE PRICE			53,784.40	
4. (Above total) SALES TAX - LICENSE - TITLE			3,250.00	
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)			17.75	
6. TOTAL DELIVERED PRICE			57,052.15	
7. CASH ON DEPOSIT			N/A	
8. CASH DUE ON DELIVERY			N/A	
9. TRADE-IN			N/A	
10. LESS LIEN			N/A	
11. TOTAL DOWN PAYMENT			N/A	
12. UNPAID BALANCE TO BE FINANCED			57,052.15	
13. INSURANCE CHARGE *			10.00	
14. TOTAL AMOUNT OF FINANCE CONTRACT			67.05	
* TYPE OF INSURANCE				
WARNING: This insurance is not PL/PD No Fault insurance required by Michigan law.				
<input type="checkbox"/> CREDIT LIFE <input type="checkbox"/> HEALTH & ACCIDENT				
<input type="checkbox"/> GAP INSURANCE <input type="checkbox"/>				
Temporary Registration No.			Temporary Fee Charged Yes <input type="checkbox"/> No <input type="checkbox"/>	
Salesperson			Vaughn Frenz	

## 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 RE 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	Full Part Number	Part	Part
Flag	PREF	BASE	SUFF
		Description	CPSC Quantity
N	*	W714262 S900	010401 1
Y	8C3Z	9911215 A PAN ASY FLOOR REAR	010401 0

**EXHIBIT A**

<https://web.cudl.dealerconnection.com/Warranty/CuDLAWSDetCIm.asp?modelyr=2009&...> 4/21/2011

## 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
M19756	

### Causal Full Part Number

### Part

### Part

Flag	PREF	BASE	SUFF	Description	CPSC	Quantity
N	8C3Z	6584	B	GASKET VALVE ROCKER 031001		1
Y	8C3Z	9G756	A	SNS ASY-FUL PRESS/TEMP 030008		1





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

RVO 40710		VIN 1FTXW43RX9		DATE IN 07/19/10	
YEAR 2009	MAKE FORD	MODEL F450	COLOR STONE	N	TIME IN 15:32
MILES IN 44700	MILES OUT 44700	FIRST USE 02/06/09	USC MI	Homer MI	CLOSED 15:57 07/22/10
SEE ALSO				H: (	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 RAI  
L PRESSURE SENSOR FAULTY REPLACED AND RETEST  
= OK  
Warranty Claim Repair Type: R1 - 01  
(16-2124 BEN DSL-M170815) A

Labor	T16	
8C326584B	(GASKET - VALVE)	1
8C329G756A	(SENSOR FUEL)	1

..... (Warranty) .....
- 2) CHANGE OIL AND FILTER USING 15 QUARTS  
OF NEW OIL AND NEW FILTER 6.0L DIESEL

Labor	T07	5	12.50
3C326731AA	(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

(07-1248 JOHN T-) A
- 3) REPLACE FUEL FILTERS  
PER REQUEST REPLACED FUEL FILTERS = OK

Labor	T07	5	42.50
FD4617	(ELEMENT)	1	69.95
Total Labor			42.50
Total Parts			69.95
Total Repair (QuickLane)			112.45

(07-1248 JOHN T-) A
- 4) PERFORM 27PT VEHICLE INSPECTION

Q99P	T16	.00
Total Repair (QuickLane)		.00

(16-2124 BEN DSL-M170815) A

<b>CERTIFICATION</b> All repairs and parts listed were finished in compliance with Michigan Auto Repair Act (F.A. 300)		<b>DISCLAIMER OF WARRANTY</b> Any warranties on the product sold hereby are those made by the manufacturer. The dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any 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 special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without the invoice.		<b>CUSTOMER SIGNATURE</b> _____																	
Page 1 of 1 Job 40710 <b>40710 Customer Copy</b>		W.C. INT. CUSTOMER		<table border="0"> <tr> <td>Labor</td> <td>55.00</td> </tr> <tr> <td>Parts</td> <td>99.94</td> </tr> <tr> <td>Sublet</td> <td>.00</td> </tr> <tr> <td>Shop Supply</td> <td>5.50</td> </tr> <tr> <td>Oil/Grease</td> <td>34.50</td> </tr> <tr> <td>Sub Total</td> <td>194.94</td> </tr> <tr> <td>Tax</td> <td>8.07</td> </tr> <tr> <td>Total (Cash)</td> <td>203.01</td> </tr> </table>		Labor	55.00	Parts	99.94	Sublet	.00	Shop Supply	5.50	Oil/Grease	34.50	Sub Total	194.94	Tax	8.07	Total (Cash)	203.01
Labor	55.00																				
Parts	99.94																				
Sublet	.00																				
Shop Supply	5.50																				
Oil/Grease	34.50																				
Sub Total	194.94																				
Tax	8.07																				
Total (Cash)	203.01																				

AUTOSoft FORMS 1-877-427-4837

## 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 WHEEL 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

### 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 Full Part Number

### Part

### Part

### Flag PREF BASE SUFF

### Description

### CPSC Quantity

Y	8C3Z 9G756 A	SNS ASY-FUEL PRESS/TEMP 030008	1
---	--------------	--------------------------------	---

6584AR GASKET - ROCKER ARM COVER REMOVE AND INSTALL OR REPLACE  
MT9D930

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Causal	Full Part Number			Part		Part
Flag	PREF	BASE	SUFF	Description	CPSC	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 WHIL 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: 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	Part CPSC 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 W/IL 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

### 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 COVER AND 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 INTERMITTENT 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	



**1101 East Highway 50 • Clermont, FL 34711**  
**(352) 394-6161**

(CHECK (✓) APPROPRIATE BOX)			
<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; padding: 2px;"> <span>CLAIMS:</span> <span>FILE VALUE</span> </div>	<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; padding: 2px;"> <span>AUTHORIZATION TO</span> <span>SUBMIT CLAIM</span> </div>	<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; padding: 2px;"> <span>PAPER</span> <span>SCRAP OUT</span> </div>	
\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
HANT 5	FARIDE	TOTAL	

(PRINT NAME AND ADDRESS OF CLAIMANT)

IN RETURN FOR SERVICE OF THIS FORM, CLAIMANT AGREES THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, CORRECT, UNIFORM, SINCERE, AND COMPLETE, AND THAT THE INFORMATION CONTAINED HEREON IS NOT BEING USED FOR ANY OTHER PURPOSE. CLAIMANT AGREES TO HOLD THE INFORMATION CONTAINED HEREON IN CONFIDENCE AND TO NOT DISCLOSE IT TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN PERMISSION OF THE CLAIMANT. CLAIMANT AGREES TO HOLD THE INFORMATION CONTAINED HEREON IN CONFIDENCE AND TO NOT DISCLOSE IT TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN PERMISSION OF THE CLAIMANT.

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Inv. 141 44000000000000000000		Tax: 9020		License: WICKER		1FTYW440X 91		Page: 1		Invoice: W47155			
Invoice to:						Driver/Owner Information							
[REDACTED]													
For Office Use						Vehicle Information							
Customer Inv: 10010000000000000000				Date: EXT WAR C W		14 4000 2-150 2D 4WD DRW DRW CAR							
Page: 10/10/10		Date: 11/20/10		Invoice: 11/22/10 14000 KL		Invoice: 11/06/09		Production: 11/17/09					
Customer Concern													
Problem		Customer States INTERMITTENT NO POWER						Operation		Tech Units		Amount	
Description		TECH 113 RAN KOBO 10101, 10101, P0520, P140F, PERFORMING						W		113		0.0	
Cause		PINPOINT TEST AND FUEL RAIL PRESSURE SENSOR VOLTAGE WAS											
Correction		CHANGING HIGH RAIL REMOVED VALVE COVER											
		AND REPLACED UNDER VALVE COVER HARNESS, REINSTALLED PARTS											
		AND REPLACED FAN CLUTCH PER PINPOINT TEST AND TEST DRIVE											
		SEAN KOBO PARTS, COMPLETED											
Part		Part Number		POM		NOLD		Description		Qty		Rate	
		EMC 8080		BUSH 00				WIRE ASS		1			
		APR 1000		00000 0				CLUTCH ASS - FAN		1			
		Class A Code 00000000000000000000											
		Repair 1/10/10 11/22/10 11/22											
		Repair 1/10/10 11/22/10 11/22											
						TOTAL CHARGE FOR CONCERN						9.00	
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



1101 East Highway 50 • Clermont, FL 34711  
(352) 394-6161

(CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX)		
<input type="checkbox"/> CLAIMS INITIALS	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT
\$ PARTS	\$ LABOUR	\$ TOTAL
<small>ON BEHALF OF THE MANUFACTURER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I AM NOT PROVIDING ANY INFORMATION THAT MAY BE USED TO IDENTIFY OR LOCATE ANY INDIVIDUAL OR ENTITY. I AM NOT PROVIDING ANY INFORMATION THAT MAY BE USED TO IDENTIFY OR LOCATE ANY INDIVIDUAL OR ENTITY. I AM NOT PROVIDING ANY INFORMATION THAT MAY BE USED TO IDENTIFY OR LOCATE ANY INDIVIDUAL OR ENTITY.</small>		

ALL PARTS ARE NEW UNLESS  
OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251



Adm: 11/22/10	Eng: 9820	License: WICKER	1ETXW48RX 91	Page: 1	Invoice: W47155
Invoice to:		Driver/Owner			
Invoice#: 11/22/10 17:22:05 NL		CU FORD F-150 SD 4WD CREW CAP			
Start to Tech# 113 Start Time: 11/22/10 15:24 Stop Time: 11/22/10 17:20					
Line Item Action Date/Time Action Date/Time elapsed Unit Type					
P1 113 Begin 11/22/10 15:22 End 11/22/10 16:43 3:51 3.6					

Last Page

CHARGE AUTHORIZED BY X

--

11/22/10

CUSTOMER

180739

**Treadwell & Ford**

901 E. I-65 Service Rd. S  
P.O. Drawer 180958  
Mobile, Alabama 36616  
(251) 478-3351

INVOICE

PAGE 1

HOMER, MI 4

HOME :

CONT

BUS:

CELL

SERVICE ADVISOR: 9033 LAWRENCE FRANKLIN PA

COLOR	YEAR	MAKE	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	09	FORD F450	1FTXW43RX9E		60818/60818	T9773	
	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DM			19:00 27JAN11			CASH	31JAN11
R.O. OPENED		READY	OPTIONS:	ENG:6.4 Liter			

R.O. OPENED

READY

**OPTIONS:**

ENG: 6.4 Liter

CASH

31 JAN 11

17:57 27JAN11 08:28 31JAN11

LINE	OPCODE	TECH	TYPE	HOURS
1	0000	0000	0000	0000
2	0000	0000	0000	0000
3	0000	0000	0000	0000
4	0000	0000	0000	0000
5	0000	0000	0000	0000
6	0000	0000	0000	0000
7	0000	0000	0000	0000
8	0000	0000	0000	0000
9	0000	0000	0000	0000
10	0000	0000	0000	0000
11	0000	0000	0000	0000
12	0000	0000	0000	0000
13	0000	0000	0000	0000
14	0000	0000	0000	0000
15	0000	0000	0000	0000
16	0000	0000	0000	0000
17	0000	0000	0000	0000
18	0000	0000	0000	0000
19	0000	0000	0000	0000
20	0000	0000	0000	0000
21	0000	0000	0000	0000
22	0000	0000	0000	0000
23	0000	0000	0000	0000
24	0000	0000	0000	0000
25	0000	0000	0000	0000
26	0000	0000	0000	0000
27	0000	0000	0000	0000
28	0000	0000	0000	0000
29	0000	0000	0000	0000
30	0000	0000	0000	0000
31	0000	0000	0000	0000
32	0000	0000	0000	0000
33	0000	0000	0000	0000
34	0000	0000	0000	0000
35	0000	0000	0000	0000
36	0000	0000	0000	0000
37	0000	0000	0000	0000
38	0000	0000	0000	0000
39	0000	0000	0000	0000
40	0000	0000	0000	0000
41	0000	0000	0000	0000
42	0000	0000	0000	0000
43	0000	0000	0000	0000
44	0000	0000	0000	0000
45	0000	0000	0000	0000
46	0000	0000	0000	0000
47	0000	0000	0000	0000
48	0000	0000	0000	0000
49	0000	0000	0000	0000
50	0000	0000	0000	0000
51	0000	0000	0000	0000
52	0000	0000	0000	0000
53	0000	0000	0000	0000
54	0000	0000	0000	0000
55	0000	0000	0000	0000
56	0000	0000	0000	0000
57	0000	0000	0000	0000
58	0000	0000	0000	0000
59	0000	0000	0000	0000
60	0000	0000	0000	0000
61	0000	0000	0000	0000
62	0000	0000	0000	0000
63	0000	0000	0000	0000
64	0000	0000	0000	0000
65	0000	0000	0000	0000
66	0000	0000	0000	0000
67	0000	0000	0000	0000
68	0000	0000	0000	0000
69	0000	0000	0000	0000
70	0000	0000	0000	0000
71	0000	0000	0000	0000
72	0000	0000	0000	0000
73	0000	0000	0000	0000
74	0000	0000		

A ENGINE DIED 17 TIMES

13 ENGINE DIESEL

2821 IPS

(N/C)

\*\*\*\*\*

ON BEHALF OF SERVING DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER  The factory warranty conditions all of the warranties with respect to the sale of this merchandise. The Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this merchandise.	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
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

**CUSTOMER COPY**

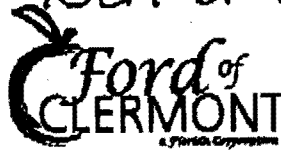
U.S. Army, JTRC, AMT 66 SERVICE INVOICE NO KSUC

EA11-003 000788LC



517 629 2200

M11 1000 or Dave



1101 East Highway 50 • Clermont, FL 34711  
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)		
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SHIP OUT
1 PARTS	2 LABOR	3 TOTAL
<small>IN W-ALL OF SERVICES, FORD CREDIT, CREDITORS, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE. FORD CREDITORS, CREDITORS, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE. FORD CREDITORS, CREDITORS, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE. FORD CREDITORS, CREDITORS, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE.</small>		

ALL PARTS ARE NEW UNLESS  
OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

ACT: 141 KELLY S LISCIAK	Tag: 8247	Licensee: WICKER	1ETXW43RX 92	Page: 1	Invoice: W49405			
<p>Customer: [REDACTED]</p> <p>Vehicle: [REDACTED]</p> <p>Engine: [REDACTED]</p> <p>Trans: [REDACTED]</p> <p>Color: [REDACTED]</p>								
Odometer in: 60297	Out: 60311	Disc: FMT WAR C W	Quota: 00	00 FORD F-450 6D 4WD DRW CREW CAB				
Begin: 02/10/11	Done: 02/18/11	Invoice: 02/22/11 08:13 KL	Inservice: 02/06/09	Production: 11/18/08				
Concern 51	CUSTOMER STATES STALLS WHILE DRIVING, CHECK ENGINE LIGHT ON				Operation 6003PA	Tech Units 113 0.3	Amount 24.09	
Crane	TECH INSPECTED AND TESTED RAN KOEO P0194, P0120F, PERFORMED							
	PINPOINT TEST M16 VISUAL INSPECTION EVERYTHING PASSED TEST							
Correction	DROVE VEHICLE MONITORED PID D							
	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 REPLACE 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				MT6005	113	5.2	417.51
	COOLER AD PERFORMING AL TEST THAT WERE REQUIRED CALLED FSE							
	AND HE WAS INVOLVED AS WAS THE ATTACHED FOR PRIOR APPROVAL							
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	PO#	Note	Description	Qty	Sell		
	FMC AC32	9A543 B	COE	FUEL	10	3.52	35.20	
	FMC BC32	90806 B		PUMP ASY - FUEL INGE	1	760.15	760.15	
	FMC BC32	9X327 A		COVER - FUEL PUMP	1	85.00	85.00	
	FMC W112870 0139			RIT - FUEL INJECTION	8	204.04	1632.32	
	SPO BC32	9T287 CA		BOLT	0	2.05	21.64	
				MANIFOLD ASY - FUEL	1	269.00	269.00	

CHARGE AUTHORIZED BY: A



1101 East Highway 50 • Clermont, FL 34711  
(352) 394-6161

(CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX)		
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS ORDER OUT
1 PARTS	2 LABOR	3 TOTAL
<small>ON APPROVAL OF REPAIRS ORDERED, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE SPECIFIED, REPAIRS DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO MODIFICATION PRIOR TO THE APPROVAL OF THE VEHICLE OR EQUIPMENT THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. REPAIRS OF VEHICLE RECEIVED IN ACCORDANCE WITH THIS CLAIM ARE AVAILABLE FOR 15 YEARS FROM THE DATE OF FIRST REGISTRATION OF THE VEHICLE OR EQUIPMENT INFORMATION BY REPRESENTATIVE OF FORD.</small>		
<small>OWNER: _____ DEALER: _____ DATE: _____</small>		

ALL PARTS ARE NEW UNLESS  
OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 141 KELLY & LISCIAK	Tag: 0247	License: [REDACTED]	1FTXW43RX 90 [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	Qty	Description	Unit	Price
	SPO 8C3Z 9N103 B	1	COOLER ASY - FUEL		52.95
	SPO 8C3Z 9C330 B	1	TUBE - FUEL FILTER T		58.03
	SPO 8C3Z 9N104 B	1	TUBE - FUEL FILTER T		34.02
	SPO 8C3Z 9B127 A	1	PIPE - FUEL		51.77
	SPO W303639	12	WASHER		0.59
	FM 8C3Z 9T514 C	1	KIT - HARDWARE		53.69
	SPC W112879 S429	2	*BOLT		2.63
Parts: Count 38.00 Allowance: 1212.20					
Line Auth: MF 02/16/11 18:46		CONCERN CD : 050 COND CODE : 42			
Repair Type: 01 visit 1		Approval: 1-FAAAU			
				Subtotal	
PARTS					4242.54
GAS-OIL-GREASE					35.20
LAB-MECHANICAL					1589.75
TOTAL CHARGE FOR CONCERN					5867.49
Type: W					
PARTS		4242.54	TOTAL CHARGE		5867.49
GAS-OIL-GREASE		35.20	FACTORY WARRANTY		5867.49
LAB-MECHANICAL		1589.75			
TOTAL CHARGE		5867.49			
If you have any questions - please see KELLY & LISCIAK					
Last Page					

CHARGE AUTHORIZED BY: X

10502004

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 WHEEL/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  
 State: MI Zip Code: 48021  
 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 AFTER 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
12650D	EEC - (QUICK TEST) DIAGNOSIS
19700A4	COMPRESSOR ASSEMBLY - AIR CONDITIONER REPLACE
8005A	RADIATOR ASSY. REMOVE AND INSTALL OR REPLACE
MT12637	



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

VIN		DATE IN	
46167 1 F T X W 4 3 R X 9 E		02/21/11	
YEAR	MAKE	MODEL	TIME IN
2009	FORD	F450	11:31
MILES IN	MILES OUT	FIRST USE	CLOSED
62619	62619	02/06/09	11:15
SEE ALSO		LIC	03/01/11
		MI	WRITER 42
		H: ( )	DAKOTA

(1) CHECK AND ADVISE LOSES POWER INTERMITTENTLY  
INTERMITTENT CHECK ENGINE LIGHT  
TEST DRIVE IDS KOZO TEST DATALOGGER CALL HOTL  
INE TEST FRP CIRCUITS FROM PCM TO CYL HEAD CO  
NVERTOR FOR SHORTS AND OPENS LOAD TEST CIRCUIT  
TS PASS (FSE INVOLVED, VISITED) ADVISED TO RE  
PLACE ENGINE HARNESS AND PCM PER FSE REMOVE A  
ND REPLACE MAIN ENGINE HARNESS AND PCM REPROG  
RAM PCM TO LATEST CALIBRATION AND REFILL FLUI  
DS TEST DRIVE =OK

Labor	T16	
8C3212B637AA (WIRE ASY)	1	
8C3212A650EPG (MODULE - ENGI)	1	
Taxable Part Core (Memo Only)		100.00
8C329E933A (GASKET)	1	
8C329E933B (GASKET - EGR C)	1	
W301924 (HARDWARE - MIS)	10	
8C329J559A (GASKET)	1	

Warranty Claim Repair Type: R1 - 01  
(16-2124 BEN DSL-M170815) A

..... (Warranty) .....

CERTIFICATION		W C		INT		CUSTOMER	
All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (PA 300)		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 fitless 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 return 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							
Page 1 of 1		Job 46167					
46167		Customer Copy					

AUTOSORT FORMS 1-877-437-4267



Me. ury

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 46507	VIN 1FTXW43RX9E			DATE IN 03/07/11
YEAR 2009	MAKE FORD	MODEL F450	COLOR STONE	TIME IN [REDACTED]
63017	63017	02/06/09	MI	CLOCKED 15:29 03/10/11
SPE 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 POWER 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

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

(16-2124 BEN DSL-M170815) A

<b>CERTIFICATION</b> All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (PA 300)		Company Authorized Representative: <input checked="" type="checkbox"/>		W.C.	INT.	CUSTOMER	
<b>DISCLAIMER OF WARRANTIES</b> 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 return for refund or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.		CUSTOMER SIGNATURE <input checked="" type="checkbox"/>					
Page 1 of 1 Job 46507 46507		Customer Copy				Labor 12.50 Parts 29.99 Sublet 45.00 Shop Supplies 2.00 Oil/Grease 41.25 Sub Total 130.74 Tax 4.27 Total (Cash) 135.01	



## 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 WHI L/H PART TIME DRIVE  
Vehicle Line: T/I7-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: 07909703  
Repair Date: 30-MAR-2011  
Distance: 65468  
TIS: 27

### Dealer Information

Dealer Name LA GRANGE FORD LINCOLN, LP  
Dealer Code: 00312  
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	Full Part Number	Part	Part
Flag	PREF	BASE	SUFF Description CPSC Quantity

RONALD J. BOLZ  
CHRISTOPHER M. LOVASZ  
STEVEN S. TOTH  
CHRISTOPHER A. WINKLER  
KATHERINE M. PITTEL  
TRAVIS L. SHACKELFORD<sup>1</sup>  
CARL SCHWARTZ

<sup>1</sup> - Also licensed in CT

CONSUMER  
LEGAL  
SERVICES, P.C.

ATTORNEYS AND COUNSELORS

[www.LemonAuto.com](http://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**

William W. Vann  
May 3, 2011  
Page 2

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: :

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:

Reviewed Status:

Date:

Vehicle: 2009,F450 4X4 SD,CRWCAB ,4X4 ,1FTXW43RX9E

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

Dir 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 VALVECOVER 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 SUFFICIENT 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 COMPONENT. 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 KLAWE**

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

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----- 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 KLA6**

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  
80/~MUS~LEN/20/S8034C05.HTM" TARGET="\_BLANK">FUEL INJECTORS AND  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/20/S8034C08.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  
80/~MUS~LEN/19/S80A0007.HTM" TARGET="\_BLANK">LP FUEL SYSTEM BLEED  
AND THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/20/S80A0008.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

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----- 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 COULDN'T DUPLICATE THE CONCERN. USING THE IDS I COULD CAUSE THE CUSTOMER'S 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 DESCRIBED. DUE TO THE INTERMITTENT NATURE 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

Report Summary  
Server: FCWS686

Ford Proprietary, Private

Retention: None

## GCQIS Report Analysis

## Report Summary

Report 2 of 2

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Attachments: 0

<b>Report# :</b>	BDYBD001 NHL	<b>Received:</b>	04/25/2011
<b>CCRG/EPRC:</b>		<b>Reviewed Status:</b>	<b>Date:</b>
<b>Vehicle:</b>	2009,F450 4X4 SD,CRWCAB ,4X4 ,1FTXW43RX9E	<b>Build Date:</b>	11/18/2008
<b>Odometer :</b>	67,625 M	<b>Engine:</b>	6.4L OHV
<b>Transmission:</b>	5R110W DSL	<b>A/C:</b>	YES
<b>Dealer:</b>	USA 02769 Albion Motors Ford, Inc.	<b>Phone#:</b>	(517) 629-9111
<b>City:</b>	Albion	<b>State:</b>	Michigan
		<b>Country :</b>	USA
<b>Originator:</b>	BEN HARRINGTON		
<b>Symptom:</b>	4 03 4 99 ENGINE,EXHAUST SYSTEM,VISUAL SMOKE,NOT LISTED		
<b>Status:</b>			
<b>VFG:</b>	V53 EXHAUST SYSTEM FUNCTION		
<b>Additional Symptom:</b>	HIGH CCP/INJ REQ #1		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

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 KLAU6  
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 KLA6**

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/~WS  
80/~MUS~LEN/20/S8034C05.HTM" TARGET="\_BLANK">WORKSHOP MANUAL FOR  
SERVICE INFORMATION REGARDING THIS REPAIR, AND PERFORM THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/20/S80A0008.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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Folder Number:

File Report To This Folder

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Add Comments

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Mail Report

Requester: MMACKIN1

Report Summary

Server: FCWS686

Ford Proprietary, Private

2-Jun-2011

Retention: None





**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 AM 13

Re: [REDACTED] v. Ford Motor Company  
Our Client: Frank Schwegel  
Your Client: Ford Motor Company  
2010 Ford F-350 4x4  
VIN: 1FTWW3BR6A [REDACTED]  
Our File Number: C11000103

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

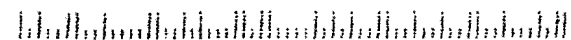
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Weisberg & Meyers, LLC  
5025 North Central Ave #602  
Phoenix, AZ 85012



Ms. Cherie Leich  
Ford Motor Company  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48126

4812136248 B062



**WEISBERG & MEYERS,**

**ATTORNEYS FOR CONSUMERS**

(PLEASE DIRECT MAIL TO OUR CORPORATE OFFICE IN

5025 NORTH CENTRAL AVE, #602

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*Previous  
DO37504*

*3  
LP*

EXTENSION: 215

E-MAIL: [TTIEDMAN@ATTORNEYSFORCONSUMERS.COM](mailto:TTIEDMAN@ATTORNEYSFORCONSUMERS.COM)

WRITTEN  
COLORADO

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 0:29

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: C11000103

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*

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		1FTWW3BR6AE	2010 F-SERIES SUPER DUTY	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	739363220		
2/15/2011		1FTWW3BR6AE	2010 F-SERIES SUPER DUTY	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	739363220		
2/15/2011		1FTWW3BR6AE	2010 F-SERIES SUPER DUTY	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	739363220		
2/15/2011		1FTWW3BR6AE	2010 F-SERIES SUPER DUTY	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	739363220		
11/18/2010		1FTWW3BR6AE	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			

<b>Action:</b> TIER II ESCALATION - MULTIPLE REPAIR		
<b>Dealer:</b> 01862 STEAMBOAT MOTORS, LLC	<b>Origin Desc:</b> US CONCERN CASE BASE	
<b>Odometer:</b> 34600 MI	<b>Comm Type:</b> PHONE	
<b>Analyst Name:</b> ROBERTSON, BREANN	<b>Analyst:</b> BROBE135	
<b>Action Date:</b> 02/15/2011	<b>Action Time:</b> 10.43.05.065	<b>Action Data:</b> 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 NECESSARY-DEALER SAID: STEAMBOAT MOTORS, L.L.C. FORD CODE: 56V495 DEALER PROFILE 2310 LINCOLN AVENUE STEAMBOAT SPRINGS, CO 80487 TEL:(970) 879-8880 FAX:(970) 879-5747 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-CSR ADVISED CUST HE WILL RECEIVE A CALL BACK BY THE EOB EST 2/17

<b>Action:</b> CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION		
<b>Dealer:</b> 01862 STEAMBOAT MOTORS, LLC	<b>Origin Desc:</b> CUSTOMER CARE SOLUTIONS TEAM	
<b>Odometer:</b> 34600 MI	<b>Comm Type:</b> PHONE	
<b>Analyst Name:</b> DEFILIPPO, REBECCA	<b>Analyst:</b> RDEFILI4	
<b>Action Date:</b> 02/16/2011	<b>Action Time:</b> 12.29.48.775	<b>Action Data:</b> 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

<b>Action:</b> CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION		
<b>Dealer:</b> 01862 STEAMBOAT MOTORS, LLC	<b>Origin Desc:</b> CUSTOMER CARE SOLUTIONS TEAM	
<b>Odometer:</b> 34600 MI	<b>Comm Type:</b> PHONE	
<b>Analyst Name:</b> DEFILIPPO, REBECCA	<b>Analyst:</b> RDEFILI4	
<b>Action Date:</b> 02/21/2011	<b>Action Time:</b> 15.51.41.826	<b>Action Data:</b> 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	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 739363220
Name: MR	Owner Status: Original	WSD: 2010-04-16	
Symptom Desc: LOSS OF POWER CRUISE		Primary Phone:	
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone:	
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	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 739363220
Name: MR	Owner Status: Original	WSD: 2010-04-16	
Symptom Desc: ENTERTAINMENT FUNCTION RADIO		Primary Phone:	
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone:	
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](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)[Download Options](#)Report Detail Section : [Attachments:](#) 0

Report# :	AKJBM017 NHL	Received:	11/10/2010
CCRG/EPRC:	<input type="text"/>	Reviewed Status:	Date:
Vehicle:	2010,F350 4X4,CRW CAB,PICKUP ,1FTWW3BR6AE	Build Date:	10/22/2009
Odometer :	24,364 M	Engine:	6.4L OHV
Transmission:	6 SPD M6HD	A/C:	YES
Dealer:	USA 01862 Steamboat Motors, LLC	Phone#:	(970) 879-1299
City:	Steamboat Spring	State:	Colorado
Originator:	SETH KETTERER	Country :	USA
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 PUMP& 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/~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.

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.

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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---

**Requester:** LBINGHAM

Report Summary

**Server:** FCWS686

**Ford Proprietary, Private**

19-Apr-2011

**Retention:** None





**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 17, 2011

**Via Certified U.S. Mail**  
**Return Receipt Requested**

Ford Motor Company  
16800 Executive Plaza Drive  
Dearborn, MI 48126

RECEIVED  
JUN 24 2011

11 JUN 23 AM 31

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#
<b>Engine</b> - Customer states engine has a loss of power. Do TSB 08-25-01. DO performance diagnosis. White smoke coming from exhaust when accelerating. <u>Replace charge air cooler assembly</u> . 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

<b>Engine - 2<sup>nd</sup> Repair Attempt</b> - Customer states check for one of the <u>turbo tubes keeps blowing off</u> . The low side CAC tube was <u>leaking</u> . The tube was replaced.	12/22/10	11,488	6	231305 Future Ford of Sac
<b>Engine - 3<sup>rd</sup> Repair Attempt</b> - 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
<b>Engine - 4<sup>th</sup> Repair Attempt</b> - Customer states there was a <u>loud pop occurred and vehicle lost power</u> . Found <u>failed hot side CAC tube</u> . Tested boost and within specs. Cleared P0401 code and checked fuel pressure.	05/09/11	14,296	1	370434 Auburn Ford
<b>Transmission</b> - Customer states when going up steep grade, started leaking trans fluid from front of trans. See Inv.#371387. <b>Engine - 5<sup>th</sup> Repair Attempt</b> - 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

<b>Transmission - 2<sup>nd</sup> Repair Attempt -</b> 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
<b>A/C -</b> 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:

**The Most Capable Truck in North America.....if you demand the best in-class towing and hauling.....Always ready willing and able....(Emphasis added)**

Not to mention, the third page shows a photo of an F-350 towing a very heavy piece of construction equipment on a large flatbed trailer all going uphill.

That same brochure says the following on page 4:

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- **Best-in-Class 5<sup>th</sup> Wheel Towing**
- **Best-in-Class Conventional Towing**
- **Best-in-Class Payload**

Page 10 of the brochure says:

**... When you're able to tow and haul just about anything, just about anywhere...**

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.

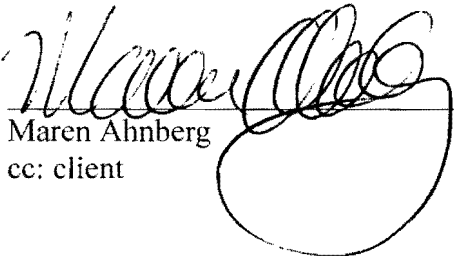
Please do not contact the Mr. Silkwood or any member of his family. All communications concerning this matter should be directed to the undersigned.

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](http://www.lemonbuyback.com)  
[www.nofeeoryou.com](http://www.nofeeoryou.com)

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*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

LITIGATION  
PRACTICE GROUP

11 JUN 20 P6:26

OFFICE OF THE  
GENERAL COUNSEL

VEHICLES - MOTOR HOMES - BOATS - MOTORCYCLES - TRAILERS - RV'S



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June 17, 2011

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**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. <u>Replace charge air cooler assembly</u> . 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

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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.

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(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.

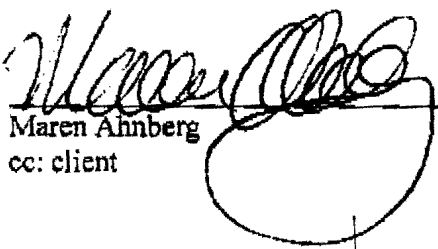
Please do not contact the Mr. Silkwood or any member of his family. All communications concerning this matter should be directed to the undersigned.

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





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]

TX  
So.

Premier Legal Center, A.P.C.

2550 5<sup>th</sup> avenue, 9<sup>th</sup> 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 Autoplex, 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:



<u>Date</u>	<u>Days</u>	<u>Problem and Repair</u>
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

Start Date: 08/05/11

Customer Name: [REDACTED]

State: TX

VIN: 1FTWW3DR7AE [REDACTED]

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

**Council of Better Business Bureaus, Inc.**

4200 Wilson Boulevard, Suite 800 • Arlington, VA • 22203-1838 • Phone 800.955.5100 • Fax: 703.247.9700





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](http://www.texas.gov). Check this site or contact  
your local County Tax Office for a list of participating counties.

**VEHICLE INFORMATION**

LICENSE PLATE NUMBER  
VEHICLE IDENT. NO.  
YEAR/MAKE/BODY STYLE  
CURRENT EXP. MON YR

1FTW3DR7AE  
2010/FORD/PK  
MAR 2011

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.

TOTAL FEE DUE (in person)..... \$ 98.09  
IF MAILED..... \$ 99.09

FOR QUESTIONS CALL YOUR LOCAL  
TAX ASSESSOR-COLLECTOR: 940-349-3510

YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUND TRANSFER.

CUSTOMER COPY

**▲KEEP TOP SECTION FOR YOUR RECORDS▲****▼MAIL SECTION BELOW FOR CONVENIENT PROCESSING▼****VEHICLE INFORMATION**

VEH. CLASS. TRK<=1  
VEH. IDENT. NO. 1FTW3DR7AE  
YEAR/MAKE/BODY STYLE 2010/FORD/PK  
VEH. TYPE DIESEL  
EMPTY WEIGHT 7800  
CARRYING CAPACITY 2000  
GROSS WEIGHT/TONNAGE 9800/1.00  
NET WT.

TOTAL FEE \$ 98.09  
IF MAILED 99.09

RENEWAL RECIPIENT NAME AND ADDRESS:

VEHICLE OWNER  
NAME(S) & ADDRESS:

SANGER, TX

AFTER RENEWED, THIS REGISTRATION WILL EXPIRE  
THE LAST DAY OF: MAR 2012

LICENSE NO.  
TRUCK PLT

ISSUE THE 2012  
WINDSHIELD STICKER

SEND THIS PART OF FORM, PROOF OF INSURANCE,  
& CORRECT FEE TO:



SANGER, TX

TEXAS REGISTRATION RECEIPT  
AFTER VALIDATION,  
THIS RECEIPT MUST BE CARRIED IN ALL COMMERCIAL VEHICLES.



MARK "X" FOR ADDRESS CHANGE

1FTW3DR7AE

★★★UPDATE ADDRESSES HERE★★★  
OWNERS ADDRESS: RENEWAL RECIPIENT ADDRESS:



STEVE MOSSMAN  
DENTON CNTY TAX ASSESSOR-COL  
1505 E MCKINNEY  
PO BOX 90204  
DENTON, TX 76202-5204



VEHICLE TITLES AND REGISTRATION DIVISION

01

NUMBER IN BOX DENOTES PLATE AGE

LICENSE NO.  
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. 1FTW3DR7AE  
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

VEHICLE OWNER:

DATE PRINTED: 10/15/2010 VER. 02 5 000175

EA11-003 000853LC



# CHRYSLER-DODGE-JEEP

4330 North I-35  
Gainesville, Texas 76240  
940-665-3461



# FORD-MERCURY

4320 North I-35  
Gainesville, Texas 76240  
940-668-8770

PURCHASER

SALESMAN

GARY E OSBORN

DATE

03/26/10

ADDRESS

CITY

SANGER

STATE

TX

ZIP CODE

HOME PHONE

BUSINESS PHONE

DESCRIPTION OF SALE UNIT				PRICE OF UNIT	
STOCK NO.	NEW	YEAR	MAKE	MODEL	\$ 50150.00
100219		2010	FORD TRUCK	F350 CC LART4X4	
BODY STYLE	COLOR				LESS REBATE
4DR	RED CLEARCOAT				6000.00
VEHICLE IDENTIFICATION NO.	MILEAGE				
1FTWW3DR7AE	21				N/A
LICENSE NO.					N/A
					N/A
					N/A
USED CAR TRADE-IN					
TRADE-IN NO. ONE	YEAR	MAKE & BODY STYLE	MILEAGE	COLOR	
	2010	FORD TRUCK F250 CC LART	21874	BLACK	
VEHICLE IDENTIFICATION NO.					SUB-TOTAL
1FTSW2BR4AE					\$ 44150.00
TRADE-IN NO. TWO	YEAR	MAKE & BODY STYLE	MILEAGE	COLOR	
			N/A		LESS TRADE-IN ALLOWANCE
VEHICLE IDENTIFICATION NO.					\$ 40000.00
					SUB-TOTAL
					\$ 4150.00
BANK NAME					STATE TAX
SUNTRUST BANK					\$ 259.38
ADDRESS					V.I.T.
					\$ 93.16
AMOUNT QUOTED					LICENSE / TRANSFER
54503.66					\$ 100.59
GOOD UNTIL					INSPECTION \$ 23.75 TITLE \$ 28.00
04/05/2010					51.75
QUOTED BY					DOCUMENTARY FEE
					\$ 50.00
INST. GIVEN TO					SUB-TOTAL
					\$ 4704.88
NAME					ADD. BALANCE OWED ON TRADE-IN
FORD MOTOR CREDIT CO.					\$ 54503.66
ADDRESS					LESS CASH WITH ORDER
P.O. BOX 105704					\$ 1500.00
ATTN:					UNPAID BALANCE
					\$ 57708.54
THRU					GAP
					\$ 1505.82
ADDRESS					ADDITIONAL PROTECTION
P.O. BOX 105704 ATLANTA GA 30348-5704					\$ N/A
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.					EXTENDED SERVICE AGREEMENT
					\$ N/A
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.					BALANCE DUE
					PLUS CLEAR TITLE IF APPLICABLE
					\$ 59214.36

**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) seller will deliver to the buyer a written Certificate of Title prepared by the State of Texas, based on information from its official records, and a copy of the information in the window of Sale Unit in this order.

## 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.

SELLER'S SIGNATURE

PURCHASER'S SIGNATURE

DATE 03/26/10

2ND PURCHASER'S SIGNATURE



## SIMPLE FINANCE CHARGE

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

BUYER _____	SELLER/CREDITOR <u>GLENN POLK FORD MERCURY</u>
ADDRESS _____	ADDRESS <u>4320 NORTH I-35</u>
CITY <u>SANGER</u> STATE <u>TX</u> ZIP _____	CITY <u>GAINESVILLE</u> STATE <u>TX</u> ZIP <u>76240</u>
PHONE _____	PHONE <u>(940)668-8770</u>

CO-BUYER _____
ADDRESS _____
CITY <u>SANGER</u> STATE <u>TX</u> ZIP _____
PHONE _____

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	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> USED	USE FOR WHICH PURCHASED <input checked="" type="checkbox"/> PERSONAL, FAMILY, OR HOUSEHOLD <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL
2010	FORD	TRUCK F350 CC LA	1FTW3DR7AE _____		

Trade-In: Make FORD TRUCK Model F250 CC LART4X4  
 Year 2010 VIN 1FTSW2BR4AE \_\_\_\_\_ License No. \_\_\_\_\_

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
5.49 %	\$ 10582.44	\$ 59214.36	\$ 69796.80	\$ 0.00
				\$ 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

- 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)
- 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)  
 Unpaid Balance of Cash Price (1 minus 2) \$ 50409.38(3)
- Other Charges Including Amounts Paid to Others on Your Behalf  
 (Seller may keep part of these amounts):

INITIAL BANK

7002 CC

**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.



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

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 ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EL RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

M Other Charges (Seller must identify who is paid and describe purpose.)

to State	for Plate Transfer Fee	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$	<u>N/A</u>
Total Other Charges and Amounts Paid to Others on Your Behalf		\$	<u>8804.98</u> (4)

5 Amount Financed (3 + 4) \$ 59214.36 (6)

X Buyer's signature \_\_\_\_\_ Date \_\_\_\_\_

X Co-Buyer's signature \_\_\_\_\_ Date \_\_\_\_\_

### 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*	<u>72</u>	\$ <u>1505.82</u>
<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>

\*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] 03/26/10  
Date \_\_\_\_\_

X [Redacted] 03/26/10  
Date \_\_\_\_\_

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, 2801 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; www.occ.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 [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: [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 9/08 U.S. PATENT NO. 6,646,782  
©2009 The Reynolds and Reynolds Company. TO ORDER: www.reynoldsonline.com; 1-800-344-0006; fax 1-800-531-0055  
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



**GAP 1259160**  
Policy Number

EA11-003 000857LC



## Standard Claims List For Model Year 2010

## Detailed Vehicle Specification

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	P.T CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SEL. CNT	TIS	WCC	CPSC_6	PREF	BASE	SUFF	CCC	CD	DIST (Miles)
1FTWW3DR7A	7F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-26- 2009 2010	DEC- MAR- 2009 2010	152510	USA 1	7H10	120303	F6RZ	19E561	AA	C02	28	72	
AWS Claim Key: 268496 Trx Code: 1 Labor Hrs: 1.2																					
Dir 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 TEMP 65 DEGREE F. RECOVERED AC 77 KO REPR. RECOVERED SYSTEM CHARGE OK. EVAC NO LEAKS DETECTED. RECHARGE SYSTEM STILL SHORT CYCLING SWITCH OPENING AT 35 PSI. REPLACED CYCLING SWITCH RESETTED CYCLES OFF AT 43 DEGREES.																					
1FTWW3DR7A	7F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-26- 2009 2010	DEC- MAR- 2009 2010	152510	USA 1	6Y05	000001	*	MAINT *	A99	82	5708		
AWS Claim Key: 315190 Trx Code: 0968S Labor Hrs: 1.2																					
Dir 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																					
1FTWW3DR7A	7F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-26- 2009 2010	DEC- MAR- 2009 2010	152510	USA 2	6R09	012005	AC3Z	14B321	A	E29	28	7626	
AWS Claim Key: 151465 Trx Code: 1 Labor Hrs: 5																					
Dir 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 TEST CODES																					
Tech Comments: HS CAN NETWORK RECONNECTED ABOVE MODULES DISCONNECT C237 ABLE TO COMMUNICATE WITH PCM, TCM, ABS TURBO ACTUATOR. 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.																					
1FTWW3DR7A	7F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-26- 2009 2010	DEC- MAR- 2009 2010	152510	USA 2	6Y20	000000	*	TAP3 *	A99	82	7626		
AWS Claim Key: 604118 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: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.																					
1FTWW3DR7A	7F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-26- 2009 2010	DEC- MAR- 2009 2010	152510	USA 3	6Y05	000001	*	MAINT *	A99	82	14782		
AWS Claim Key: 593644 Trx Code: 0968S Labor Hrs: 1.6																					
Dir 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																					
1FTWW3DR7A	7F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	01-26- 2009 2010	DEC- MAR- 2009 2010	152510	USA 4	1H03	030804	8C3Z	9P464	E	L87	42	24123	
AWS Claim Key: 883078 Trx Code: S07 Labor Hrs: 7.1																					
Dir 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 TAIL 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 REAR DIFF. COVER. REMOVED COVER AND RESEALED NO OTHER LEAKS FOUND.
HTWW3DR7AE [REDACTED] T/F7 F T/BC T/CD T/E A1 T/BE T/QI. DEC-2009 MAR-2010 152510 USA 16 6Y20 000000 * TAP3 * A99 82 65865	
AWS Claim Key:	2608892 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 TESTING FOUND HORIZONTAL COOLER LEAKING REPLACE COOLER AND ALL GASKETS SEALS FOR REPAIR 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															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	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									
Dir 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 ENOINE 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															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	DEC-2009	26-MAR-2010	152510	USA 4	6Y20 000000 *	TAPI *	A99 82 24123		
AWS Claim Key:		836680	Trx Code:		TAPI	Labor Hrs:		0									
Dir 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															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	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									
Dir 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 MULTIPPOINT INSPECTION															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	DEC-2009	26-MAR-2010	152510	USA 14	6Y20 000000 *	TAPI *	A99 82 55040		
AWS Claim Key:		2243708	Trx Code:		TAPI	Labor Hrs:		0									
Dir 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															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	DEC-2009	26-MAR-2010	152510	USA 14	2E03 030008	8C3Z 9A543 B	D42 42 55040		
AWS Claim Key:		3329851	Trx Code:		B72	Labor Hrs:		9.1									
Dir 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 CAPS/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															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	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									
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 #:	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 Q FOR P0098 G1 YES,G5 DURING PPT F FOUND THATTHE VT/0Y CIRCUIT VE740 WIRE AT CON NECTOR C129 WAS PULLED OUT BROKEN.REPAIRED WI RE RETEST P0098 GONE.PERFORMED PPT X FOR P0472.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 BEC SYSTEM PASS.															
IFTWW3DR7A	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/QL	DEC-2009	26-MAR-2010	152510	USA 16	5A10 050201 *	4035 *	L88 63 65865		



110804

690875

## FORD COUNTRY OF LEWISVILLE

1144 N. Stemmons Freeway

Lewisville, TX 75067

(972) 221-2900

\*INVOICE\*



PAGE 1

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

OWNER: [REDACTED]  
 HOME: [REDACTED]  
 CELL: [REDACTED]  
 BUS:

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
26MAR10	IS01DEC09	17:00	12JUL10	105.00	CASH
R.O. OPENED	READY	OPTIONS: ENG:6.4L TRN:TORQSHIFT AXL:3L		INV DATE	
07:50	07JUL10	15:59	12JUL10	12JUL10	

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 MINE'S 40 TIME TO REPLACE EGT SENSOR OUT OF RANG CLEAR 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



110804

690875

## FORD COUNTRY OF LEWISVILLE

1144 N. Stemmons Freeway

Lewisville, TX 75067

(972) 221-2900

\*INVOICE\*



PAGE 2

SANGER, TX  
HOME  
CELL

US:

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE		24123/24154	T5492
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO	PAYMENT	INV DATE
26MAR10	IS01DEC09		17:00 12JUL10		105.00 CASH	12JUL10
H.O. OPENED	READY	OPTIONS: ENG:6.4L TRN:TORQSHIFT AXL:3L				

07:50 07JUL10 15:59 12JUL10

LINE OPCODE TECH TYPE HOURS

	2199	LIST	NET	TOTAL
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 CLEAR 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 (N/C)

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 §. 70.001

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been closed, the worker's lien continues to exist and the Dealership is  
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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



110804

690875

## FORD COUNTRY OF LEWISVILLE

1144 N. Stemmons Freeway

Lewisville, TX 75067

(972) 221-2900

\*INVOICE\*



PAGE 3

SANGER, TX

S:

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD F350 PICKUP	1FTWW3DR7AE		24123/24154	T5492
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	PAYMENT	INV. DATE
26MAR10	IS01DEC09		17:00 12JUL10		105.00 CASH	12JUL10
H.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

(5B266/5C226/5C250/5E241/5H247/9450) - L

4339 WF 0.80

(N/C)

(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 HORIZONTAL COOLER LEAKING REPLACE COOLER AND  
 ALL GASKETS SEALS FOR REPAIRE I TIME USE REPLACE COOLER O RINGS  
 COLLAPSED REBILL COOLANT RE TEST NOT LEAKING DOWN REPLACE BOTH DOC AND  
 DPF ASY DO TO COOLANT IN EXHAUST CONTAMINATED REPLACE GASKET FOR DOC  
 CLEAR 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.

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 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  
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 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



110804

690875

## FORD COUNTRY OF LEWISVILLE

1144 N. Stemmons Freeway

Lewisville, TX 75067

(972) 221-2900

\*INVOICE\*



PAGE 4

SANGER, TX

HOME

CELL

BUS:

SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
RED		10	FORD F350 PICKUP		1FTWW3DR7AE		24123/24154		T5492
DEL DATE	PROD DATE	WARR EXP	PROMISED		PO NO	RATE	PAYMENT	INV DATE	
26MAR10	IS01DEC09		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

D	DIESEL FUEL FILTERS 6.0+6.4+6.7L--\$139.95	LIST	NET	TOTAL
	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

NO COMMENTS 7/12/10 3:57

9.35

\* 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.

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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	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

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



110804

6 9 2 1 2 9

## FORD COUNTRY OF LEWISVILLE

1144 N. Stemmons Freeway

Lewisville, TX 75067

(972) 221-2900

\*INVOICE\*



PAGE 1

SANGER, TX

HOME [REDACTED] S:

CELL [REDACTED] SERVICE ADVISOR: 4394 RONALD J ROMANO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	10	FORD F350 PICKUP	1FTWW3DR7AE		30913/30913	T9987	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
26MAR10	IS01DEC09		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							
	4623	WQCM8	2.20				(N/C)
	1	3C3Z*6731*AA KIT - ELEMENT & GASKET - OIL F					(N/C)
	15	XO*15W40*OSD OIL - ENGINE					(N/C)
	1	7C3Z*9601*B ELEMENT ASY - AIR CLEANER					(N/C)
MULTI MULTIPOINT INPSECTION FOR QCM MAINTENANCE							
	4623	WQCM8	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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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



110804

6 9 2 1 2 9

## FORD COUNTRY OF LEWISVILLE

1144 N. Stemmons Freeway

Lewisville, TX 75067

(972) 221-2900

\*INVOICE\*



PAGE 2

SANGER, TX

HOME: [REDACTED] BUS:

CELL: [REDACTED]

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	IS01DEC09		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
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.

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

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



CUSTOMER #: 517609

105488

FRANK FLETCHER



LINCOLN MERCURY

3015 TURKEY CREEK BLVD.

JOPLIN, MISSOURI 64801

PHONE: (417) 623-5660 • FAX: (417) 623-1934

www.fletcherauto.com

\*INVOICE\*

PAGE 1

SANGER, TX

HOME:

BUS:

CONT:

CELL:

SERVICE ADVISOR: 3235 JOSH MITCHELL

COLOR	YEAR	MAKE	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD F-350	1FTWW3DR7AB		55040/55040	T0691
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
01APR11 DD			17:00 10MAY11		0.00	CASH
R.O. OPENED	READY	OPTIONS: ENG:6.4 Liter				10MAY11

14:09 04MAY11 13:27 10MAY11

LINE OPCODE TECH TYPE HOURS

A DIAGNOSE/CUST STATES LOSS OF POWER AND CHECK ENGINE LIGHT/CUST ALSO

STATES THAT IT GOT WORSE AFTER FILLING 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 ADAPTIVE TABLES AND RECHECK

110422A TSB 11-4-22 CHECK DTC REPLACE HPP AND

PRIOR APPROVAL

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 STEERING (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

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

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 your 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.

## 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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

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

CUSTOMER SIGNATURE



CUSTOMER #: 517609

105488

FRANK FLETCHER



LINCOLN MERCURY

3015 TURKEY CREEK BLVD.

JOPLIN, MISSOURI 64801

PHONE: (417) 823-5660 · FAX: (417) 823-1934

www.fletcherauto.com

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PAGE 2

SERVICE ADVISOR: 3235 JOSH MITCHELL

SANGER, TX

HOME:

BUS:

CONT:

CELL:

COLOR		YEAR	MAKE/M	VIN		LICENSE	MILEAGE IN/OUT		TAG
		10	FORD F-350	1FTWW3DR7AE			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: ENG:6.4 Liter					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C**	RENTAL						

NC SEE LINE B

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

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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(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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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





# 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

VIN		DATE IN	
L7084 1FTWW3DR7AE		07/12/11	
YEAR	MAKE	MODEL	COLOR
010	FORD	F350 SUPER	RED
MILES IN	MILES OUT	FIRST USE	DISC.
70804	70804	00/00/00	TX
EE		SANGER TX	
LSO		H: [REDACTED] ) -	
		WRITER 4572	
		SCOTT	

) 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

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
WA148BA	(STRAP - WIRING) 1
VC7B	(ANTI-FREEZE) 3

(51-7551 GENE-)

A

..... (Warranty) .....

Next Service NOV '11 Lube-Oil-Filter

#### DISCLAIMER OF WARRANTIES

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X

CUSTOMER SIGNATURE

Page 1 of 1

Job 17084

17084



Customer Copy

W/C	INT.	CUSTOMER
		Labor .00
		Parts .00
		Sublet .00
		Shop Supplie .00
		Oil/Grease .00
		Sub Total .00
.00		Tax .00
		Total .00

AUTOSORT FORMS 1-877-427-4357



SANGER, TX  
HOME:  
BUS:

CONT:  
CELL:

PAGE 1

JOPLIN, MISSOURI 64801  
PHONE: (417) 623-6880 • FAX: (417) 623-1934  
www.fletcherauto.com

SERVICE ADVISOR: 3235 JOSH MITCHELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	10	FORD F-350	1FTWW3DR7AB		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: 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 FILLING 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 ADAPTIVE TABLES

AND RECHECK

110422A TSB 11-4-22 CHECK DTC REPLACE HPP AND

PRIOR APPROVAL

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\*5439K BOLT

(N/C)

3 XL\*14\* FLUID - POWER ASSISTED STEERING

(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: CASH  
CARD

WARRANTY  
TNT 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

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.

#### ENVIRONMENTAL COMPLIANCE CHARGE

Maintaining and repairing your 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.

#### DISCLAIMER OR WARRANTIES

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

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

CUSTOMER SIGNATURE



CUSTOMER #: 23303

110991

PEGUES-HURST MOTOR CO.

200 Spur 63 • P.O. Box 3686

Longview, Texas 75806 • Ph: 903-758-6211

\*INVOICE\*

PAGE 1



SANGER, TX

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 231 RICH CRUM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD F350 PICKUP	1FTWW3DR7AE		72908 / 72908	T3840
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
23MAR10 DD			18:00 22JUL11			CASH
H.O. OPENED	READY	OPTIONS: ENG:6.4 Liter				
06:39 21JUL11	14:12 22JUL11					
INV. DATE						
22JUL11						

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

1 7C3Z\*8A61B\*F CLUTCH ASY - FAN

3 VC\*7\*B ANTI-FREEZE

(N/C)

(N/C)

(N/C)

(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

72908 DONE

## C RECALL 11B23

CAUSE: NO UPDATE NEEDED

REC RECALL

121 WF 0.00

FC: PART#: COUNT:

(N/C)

CLAIM TYPE:

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

## STATEMENT OF DISCLAIMER

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

## DESCRIPTION

## TOTALS

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

CUSTOMER SIGNATURE



CUSTOMER #: 23303

110991

PEGUES-HURST MOTOR CO.

200 Spur 63 • P.O. Box 3686

Longview, Texas 75606 • Ph: 903-758-6211

\*INVOICE\*

PAGE 1



SANGER, TX

HOME

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 231 RICH CRUM

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
		10	FORD F350 PICKUP		1FTWW3DR7AE		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: ENG: 6.4 Liter					

06:39 21JUL11 14:12 22JUL11

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CK FOR LOST ALL POWER----ENG SHUT DOWN----WILL NOT  
RESTART----TOWED----ADVISECAUSE: 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

1 7C3Z\*8A616\*F CLUTCH ASY - FAN

3 VC\*7\*B ANTI-FREEZE

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

72908 DONE

\*\*\*\*\*

C RECALL 11B23

CAUSE: NO UPDATE NEEDED

REC RECALL

121 WF 0.00

FC: PART#: COUNT:

CLAIM TYPE:

(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.

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## DESCRIPTION

## TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY  
THIS AMOUNT

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

CUSTOMER SIGNATURE



CUSTOMER #: 23303

110991

## PEGUES-HURST MOTOR CO.

200 Spur 63 • P.O. Box 3686

Longview, Texas 75606 • Ph: 903-758-6211

\*INVOICE\*

PAGE 2



SANGER, TX

HOME

BUS:

CONT:N/A

CELL:

SERVICE ADVISOR: 231 RICH CRUM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	10	FORD F350 PICKUP	1FTWW3DR7AE		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: ENG 6.4 Ltr					

06:39 21JUL11 14:12 22JUL11

LINE OPCODE TECH TYPE HOURS

AUTH CODE:

2399

LIST NET TOTAL

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

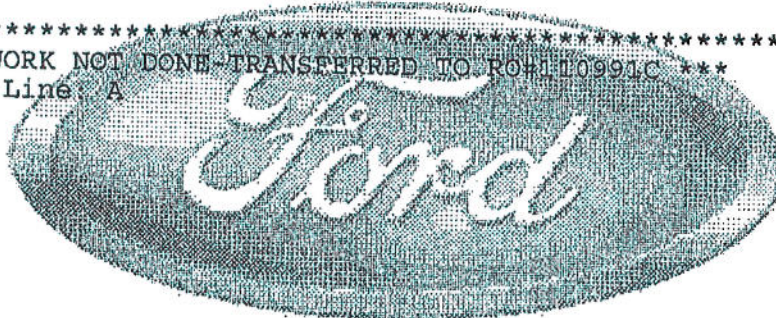
199 CP 0.00

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

\*\*\*\*\*

\*\*\* THE FOLLOWING WORK NOT DONE TRANSFERRED TO ROW 110991C \*\*\*

D Moved to: 110991C Line: A



The Ford Store Since 1915

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

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

CUSTOMER SIGNATURE



## SERVICE INVOICE



# Sikeston Motor Co., Inc.

1030 S. Main - P.O. Box 728 • Sikeston, Missouri 63801  
Phone 573-471-1255 • Email: sikmtrco@sbrmu.net • Web: sikestonmotorco.com



I/O 17084		VIN 1FTWW3DR7AE		[REDACTED]		DATE IN 07/12/11	
YEAR 2010	MAKE FORD	MODEL F350 SUPER	COLOR RED	O		TIME IN 13:09	
MAILES IN 70804	MAILES OUT 70804	FIRST USE 00/00/00	LISC. TX	SANGER TX		CLOSED 16:13 07/18/11	
SEE ALSO				H [REDACTED]		WRITER 4572 SCOTT	

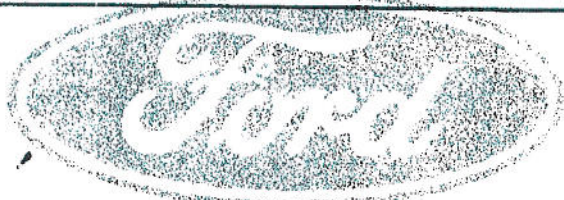
- (1) CUSTOMER STATES HAS ANTIFREEZE LEAK AND NO POWER  
CK FOUND FRONT COVER LEAKING R&R WITH NEW FRONT COVER CK OK

Warranty Claim Repair Type: R1 - 01

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) .....		

(51-7551 GENE-)

A



LINCOLN  
AMERICAN LUXURY

Next Service NOV '11 Lube-Oil-Filter

### DISCLAIMER OF WARRANTIES

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X

CUSTOMER SIGNATURE

Page 1 of 1

Job 17084

17084



Customer Copy

W/C	INT.	CUSTOMER
		Labor .00
		Parts .00
		Sublet .00
		Shop Supplie .00
		Oil/Grease .00
		Sub Total .00
		Tax .00
		Total .00

AUTOSORT FORMS 1-877-487-5387



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 Mileage 72908. 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



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 it 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 along 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 concenter 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:		
Mailing address:		
City: Sanger	State: TX	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address:	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: F-350	Year: 2010	Current mileage: 72,000
Name(s) that appears on the vehicle title:			
Selling dealer/city/state: , TX Same			
Primary Servicing dealer/city/state: GLENN POLK FORD-MERCURY, GAINESVILLE TX			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> 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: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> 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 IDENTIFICATION NUMBER LE1WW3DR7AE	
Lienholder/Leasing Company Ford Motor Credit	Phone Number 800 727 7000
Account Number	



**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?
<b>Example:</b>				
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 hrs 3	NO
Truck has NO Power	Glen Polk	4	5/2010 - 7626 4 days	NO
NO Power, Blows white smoke, losing coolant	Lewisville Ford	2	5/2010 - 24,123 7 DAYS	Yes + NO
NO Power, Engine died	Fletcher, Ford Soblin, NO	1	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)

Date 7-30-11

Printed Name of Titled Owner

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  
Page 2

Case number: FRD1123987  
Contact Date: 07/24/11  
Start Date:

## SECTION 1: CUSTOMER INFORMATION

## SECTION 2: VEHICLE INFORMATION

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

--

**VEHICLE IDENTIFICATION NUMBER** \_\_\_\_\_

**Lienholder/Leasing Company** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

Account Number \_\_\_\_\_



EA11-003 000881LC



## 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.

**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.

## 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 Phone: [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



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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

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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

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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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## 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 Phone: [REDACTED]  
Issue Type: 12 EXECUTIVE LIAISON Issue Status: CLOSED

Action: CASE ASSIGNED

Dealer:

Origin Desc: EXECUTIVE  
LIAISON

Odometer: 73000 MI

Comm Type: INBOUND CUSTOMER  
MAILAnalyst 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



RETAIL OR LEASE  
TIME/MILEAGE CHARGE(S):  
OFFER EXPIRATION DATE:

RETIAL  
16000  
08-08-2011

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Ford Confidential

## All Action Details for Issue

[Print](#)

VIN: 1FTWW3DR7AE	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 592461880
Name:	Owner Status: Original	WSD: 2010-03-26	
Symptom Desc:		Primary Phone:	
Reason Desc: CORRESPONDENCE - CORRESPONDENCE		Secondary Phone:	
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  
MAILAnalyst 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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## All Action Details for Issue

[Print](#)

VIN: 1FTWW3DR7AE Year: 2010 Model: F-SERIES SUPER DUTY Case: 592461880  
 Name: Owner Status: Original WSD: 2010-03-26  
 Symptom Desc: LOSS OF POWER CRUISE Primary Phone:  
 Reason Desc: CLP - IN - FIN ASSIST - EXTENUATING Secondary Phone:  
 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 AGAIN \*\*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 HOME DEALER SAID: FRANK FLETCHER FORD LINCOLN MERCURY3015  
 TURKEY CREEK BLVD JOPLIN, MO 64801 TEL: (417) 623-5660 CRC 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



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 WORRIES 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



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 ADVISED 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



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

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 COMPANY 1030 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

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



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

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 REPAIRS THIS TRUCK FMC WILL NOT MEET  
 THAT REQUEST== CUST STATED WELL BUMP MY WARRANTY UP== ADVISED CUST HE HAS 5/100 I CAN NOT

*Wants  
Replacement*



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

**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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## 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 Phone: [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

**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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## 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 Phone: [REDACTED]  
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  
ROCKY

Middle Initial

Last Name  
SWILLINGDay Phone  
2142746123Relationship  
SPOUSE

Comments CUSTOMER SAID: \*\*NO FLAG NO OFFER

Data Element Name

Data Value

GENERAL REASON FOR CRC CONTACT:  
PUBLIC-PRIVATE OFFER ACTIONS:FINANCIAL ASSISTANCE  
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  
ROCKY

Middle Initial

Last Name  
SWILLINGDay Phone  
2142746123Relationship  
SPOUSE

Comments CUSTOMER SAID: \*\*NO OFFER \*\*CUST HAS MANY VEH ISSUES

Data Element Name

Data Value

GENERAL REASON FOR CRC CONTACT:  
PUBLIC-PRIVATE OFFER ACTIONS:FINANCIAL ASSISTANCE  
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



CONTACT: MISCELLANEOUS/OTHER  
PUBLIC-PRIVATE OFFER ACTIONS: EXCLUDED CALL TYPE  
(LEGAL/BUYBACK/ANGRY)

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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/ESP DUE 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:

PUBLIC-PRIVATE OFFER ACTIONS:

COVERAGE QUESTION -

WARRANTY/RECALL/ESP

CUSTOMER NOT INTERESTED AT THIS TIME

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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: LOSS OF POWER ACCELERATION Primary Phone: [REDACTED]  
Reason Desc: CLP - OUT - FIN ASSIST - OBC Secondary Phone: [REDACTED]  
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] OF ABOVE AND  
TRANSFERRED TO ROADSIDE

## Data Element Name

## Data Value

ESTIMATED COST OF REPAIR:

0

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## All Action Details for Issue

[Print](#)

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VIN: 1FTWW3DR7AE	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 592461880
Name:	Owner Status: Original	WSD: 2010-03-26	
Symptom Desc:		Primary Phone:	
Reason Desc: MISC INQUIRY - GENERAL/OTHER		Secondary Phone:	
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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## 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 Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER

Dealer:

Odometer: 70000 MI

Analyst Name: KYLES, SHARA

Action Date: 07/21/2011

Comm Type: PHONE

Analyst: SKYLES2

Action Time: 11.30.09.866

Origin Desc: MANUAL - PHONE CSR

Action Data: No

*Buyback Request*

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 ASSISTANCE GLENN POLK FORD MERCURY 4320 N I-35 GAINESVILLE TX 76240 (800) 315-4647 CRC ADVISED: CSR ADVISED AS PER OBC TO CSM SOMMER OBC 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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## All Action Details for Issue

[Print](#)

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VIN: 1FTWW3DR7AE	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 592461880
Name:	Owner Status: Original	WSD: 2010-03-26	
Symptom Desc:		Primary Phone:	
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS		Secondary Phone:	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

---

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER

Dealer:

Odometer: 69000 MI

Analyst Name: KYLES, SHARA

Action Date: 07/12/2011

Comm Type: PHONE

Analyst: SKYLES2

Action Time: 13.07.28.851

Origin Desc: MANUAL - PHONE CSR

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name  
ROCKY

Middle Initial

Last Name  
SWILLINGDay Phone  
2142746123Relationship  
SPOUSE

Comments CUSTOMER PROFILE UPDATE

---

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER

Dealer:

Odometer: 70000 MI

Analyst Name: KYLES, SHARA

Action Date: 07/21/2011

Comm Type: PHONE

Analyst: SKYLES2

Action Time: 11.14.34.123

Origin Desc: MANUAL - PHONE CSR

Action Data: No

Comments CUSTOMER PROFILE UPDATE

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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: Primary Phone: [REDACTED]  
Reason Desc: MISC INQUIRY - HANGUPS Secondary Phone: [REDACTED]  
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  
By Besh*

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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: Primary Phone: [REDACTED]  
 Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]  
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION Origin Desc: US CONCERN CASE BASE  
 Dealer: 08084 SKESTON MOTOR COMPANY  
 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: SKESTON MOTOR COMPANY1030 S MAINSKESTON 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 Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Dealer: 08084 SKESTON MOTOR COMPANY  
 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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## 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 Phone: [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] JUST 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



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 IN. CSM ADVISED THAT CUST WOULD BE VERY UPSET IF THAT HAPPENED, CUST UNDERSTANDS. CSM ADVISED THAT DLR WILL GET TO VEH AS SOON AS POSSIBLE WHICH ETA IS NEXT TUESDAY/WEDNESDAY. CUST ADVISED HE WILL CAL AROUND TO OTHER DEALERSHIPS AND SEE IF THEY CAN GET TO HIS VEHICLE SOONER. CSM ADVISED OF CONTACT INFORMATION. FOLLOW 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 POLK FORD 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 X7785 CUST PURCHASED VEH FROM GLENN POLK AND GLENN POLK HAS AGREED TO TRANSFER. TAKE A LOOK AT THE CUSTOMER'S VEHICLE THIS AFTERNOON. ROADSIDE IS TOWING THE CUSTOMER'S VEHICLE AND SHOULD HAVE A DIAGNOSIS ON THE VEHICLE BY THIS AFTERNOON

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
 Dealer: 00779 GLENN POLK FORD 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 X7785 LIVE IBC FROM CUSTOMER ADVISING LOOKING FOR INFORMATION REGARDING HIS REPAIRS. OBC TO DLR AND CUSTOMER VEH HAS BEEN REPAIRED. DLR IS SUBMITTING RENTAL RECEIPTS UNDER ESP AND REPAIRS ARE COVERED UNDER ESP ALSO. OBC 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

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**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 REPAIRED 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 FUIRTHIR 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: [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: 65000 MI

Comm Type: INBOUND CUSTOMER  
EMAILAnalyst 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-DLRSHR 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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## All Action Details for Issue

[Print](#)

VIN: 1FTWW3DR7A [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 Phone: [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 CONTINUOUSLY), 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



## 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: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 65000 MI

Analyst Name: EATON, THERESA

Action Date: 06/30/2011

Comm Type: PHONE

Analyst: TEATON17

Action Time: 17.51.15.572

Origin Desc: US CONCERN CASE BASE

Action Data: No

## Caller Information If Different From Vehicle Owner:

First Name

ROCKY

Middle Initial

Last Name

SWILLING

Day Phone

2142746123

Relationship

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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## All Action Details for Issue

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VIN: 1FTWW3DR7AE	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 592461880
Name:	Owner Status: Original	WSD: 2010-03-26	
Symptom Desc: CLIMATE CONTROL NOISE		Primary Phone:	
Reason Desc: RAV - OTHER		Secondary Phone:	
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:

Analyst: C-DAUNT

DAUNT,CHRIS

Action Date: 07/19/2010

Action Time:  
20.00.15.696

Action Data: No

Comments: prem 60 75000 100ded

Ford Confidential

## 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 Phone: [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

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 LEWISVILLE 1144 N. STEMMONS FREEWAY LEWISVILLE, TX 75067 TEL: (888) 300-9434 CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK I 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

*Buy back Request*

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 FIND ISSUE-- 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



*Buyback Request*

**Comments** CCS KATHY X 7034 OBC TO CUSTOMER- [REDACTED] CONFIRMED WITH CUSTOMER CURRENT CONCERNS WITH VEHICLE, ADVISED PER DLRSH 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 VEHICLE. 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 ADDITIONAL 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 DLRSH - VEH REPAIRS COMPELTED- VEH BEING TEST DRIVEN- LM ON

VM ADVISING DLRSHIP 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:

Analyst: KWASHI33

WASHINGTON,KIMBERLY

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:

Analyst: KWASHI33

WASHINGTON,KIMBERLY

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  
2144979820

Relationship  
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



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



## 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 Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: SUPERVISOR REQUEST LIVE CLOSE

Dealer:

Odometer: 1 MI

Analyst Name: BROWN (KBROW315), KAREN

Action Date: 07/08/2010

Comm Type: PHONE

Analyst: KBROW315

Action Time: 14.44.54.207 Action Data: No

Origin Desc: MANUAL - PHONE CSR

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

## 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: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY		Issue Status: CLOSED	

Action: ROADSIDE ASSISTANCE - TOW - WHEEL LIFT

Dealer:

Odometer: 010000 MI

Analyst Name:

Action Date: 07/07/2010

Comm Type: MAIL

Analyst: SYSTEM

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

Analyst Name:

Action Date: 07/07/2010

Comm Type: MAIL

Analyst: SYSTEM

Action Time: 22.14.29.879

Origin Desc: CROSS COUNTRY MOTOR CLUB

Action Data: No

Comments DISPATCH REQUESTED

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Report Detail Section : [View Details](#)

[Attachments](#): 0

Report# :

AESB4014-NHL

Reviewed Status:

Received: 05/19/2010

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2010,F350  
4X4 ,F350 ,CRWCAB ,PICKUP ,1FTWW3DR7AE

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: FSHEPHEZ

Phone: 000 317-6305

Regn Cd: C1 Dallas

Engineering:

Phone:

TAR:

Dlr Contact: JEFF MILLER

Phone: 940 668-8770

Title Cde: T



KOE0:

KOE1:

KOE2:

## 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,SE

LF-TEST U0100-00-2A,U0151-00-2B,U0100-20-1C,U0151-60-1C PRESENT. ABS,  
PCM, RCM FAIL STANDARD MODULES PRESENT. INSPECTED C145 NO PROBLEM 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 COMMUNICATION 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 VDB04/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,

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

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## Report Summary

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Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details

Attachments: 0

Report# :

AGHD5004 NHL

Reviewed Status:

Received:

07/08/2010

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2010,F350  
4X4 ,F350 ,CRWCAB ,PICKUP ,1FTWW3DR7AE

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:

Dir Contact: THOMAS WILKIE

Phone: 972 880-1694

Title Cde: SF



**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 PGM MAY NOT ALLOW CRANKING DUE TO THE  
PREVIOUS P242C. WHEN THERE IS A EGT SENSOR OR CIRCUIT FAULT, THE PGM  
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~~

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 LEAST 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

Download Options

Folder Number:

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Mail Report

**Requester:** DALBANIC

Report Summary

**Server:** ECCWS686

**Ford Proprietary, Private**

19-Aug-2011

**Retention:** None



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[Download Options](#)

Report Detail Section : [View Details](#)

[Attachments](#): 0

Report# : BEQD8003 NHLE

Reviewed Status:

Received: 05/17/2011

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2010,F350  
4X4 ,F350 ,CRWCAB ,PICKUP ,1FTWW3DR7AE

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

**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: P0088 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 HPR****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**



80/~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/~WS80/~MUS~LEN/20/S8O34C09.HTM" TARGET="\_BLANK">BODY ON PROCEDURE.

MAKE SURE TO PERFORM THE

HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS80/~MUS~LEN/19/S8OAO007.HTM" TARGET="\_BLANK">LP FUEL SYSTEM BLEED AS WELL AS THE

HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS80/~MUS~LEN/20/S8OAO008.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

Folder Number:

File Report To This Folder

File Report To A Folder

Download Options

Add Comments

Previous

Next

Save

Mail Report

**Requester:** DALBANIC

Report Summary

**Server:** ECCWS686

Ford Proprietary, Private

19-Aug-2011  
**Retention:** None

[REDACTED]

,





**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:** C T Corporation System  
**PER:** Nancy Flores  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

LITIGATION  
PRACTICE GROUP

11 JUN 14 P 1:11

OFFICE OF THE  
GENERAL COUNSEL

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.

EA11-003 000932LC

# 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 AMBER 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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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

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)

CASE NUMBER:  
(Número del Caso):

BC462046

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 citación 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](http://www.FormsWorkflow.com)

Page 1 of 1  
Code of Civil Procedure §§ 412.20, 465  
[www.courtinfo.ca.gov](http://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
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 \_\_\_\_\_ By JOHN A. CLARKE, Executive Officer/Clerk  
Deputy Clerk  
LACIV CCH 190 (Rev. 04/10) NOTICE OF CASE ASSIGNMENT -- Page 1 of 2  
LASC Approved 05-06 UNLIMITED CIVIL CASE

## **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](http://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.

NAME	ADDRESS	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

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

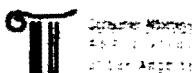


Superior Court of California  
County of Los Angeles



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):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			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

SHORT TITLE:	CASE NUMBER:
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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](http://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 \_\_\_\_\_ for the complaint, and \_\_\_\_\_ 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.  

(INSERT DATE)
(INSERT DATE)
  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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – DISCOVERY RESOLUTION</b>			

**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;

SHORT TITLE:	CASE NUMBER:
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- 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)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR \_\_\_\_\_)

➤

(ATTORNEY FOR \_\_\_\_\_)

➤

(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):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			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:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
  - ☐ Request for Informal Discovery Conference
  - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
- 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

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By A. E. LaFleur-Clayton Deputy

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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:**

**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 1 through 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



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:

<u>DATE</u>	<u>DAYS</u>	<u>MILEAGE</u>	<u>ORDER#</u>	<u>COMPLAINT</u>
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.

///

///

1 **FIRST CAUSE OF ACTION**

2 **(Breach of Written Contract Against All Defendants)**

3 10. Plaintiff realleges each and every paragraph (1-9) and incorporate them by this  
4 reference as through fully set forth herein.

5 11. An express limited warranty of 2 years/unlimited miles from Ford accompanied  
6 the delivery of the Vehicle to Plaintiff. The Ford warranty also included 3 years/unlimited miles  
7 of Corrosion coverage. The limited warranties provided that Ford and Seller would repair or  
8 adjust all parts found to be defective in factory-supplied materials or workmanship.

9 12. The limited warranties, given by Ford and adopted by the Seller when the Seller  
10 serviced and repaired the Vehicle created a contractual relationship between Ford, Seller and  
11 Plaintiff.

12 13. Ford and Seller have breached the expressed limited warranty contract in that they  
13 have failed to repair or adjust defective parts covered under the limited warranty, failing to do so  
14 within the limited warranty coverage period, and within a reasonable time.

15 14. As a direct result of the acts and/or omissions of Defendants, and each of them,  
16 Plaintiff is entitled to the following: (1) A declaration that they receive a replacement Vehicle, or  
17 restitution of the amount actually paid or payable under the contract, at Plaintiff's option; (2)  
18 Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies  
19 paid for the purchase of the Vehicle; (3) Return of an amount equal to Plaintiff's down payment  
20 and all payments made by Plaintiff to the Defendants; (4) For incidental, consequential,  
21 exemplary and actual damages; (5) Costs and expenses, including actual attorneys' fees  
22 reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief the Court  
23 deems appropriate.

24  
25 **SECOND CAUSE OF ACTION**

26 **(Revocation of Acceptance Against All Defendants)**

27 15. Plaintiff realleges each and every paragraph (1-14) and incorporate them by this  
28 reference as though fully set forth herein.

1           16.     Plaintiff accepted the Vehicle without discovering the above defects due to the  
2 fact Plaintiff was reasonably induced to accept the Vehicle by the difficulty of discovery of the  
3 above defects.

4           17.     In the alternative, Plaintiff reasonably assumed, and Ford and Seller represented,  
5 that all if the aforesaid defects and/or nonconformities would be cured within a reasonable time.

6           18.     After numerous attempts by Defendants to cure, it has become apparent the  
7 nonconformities could not be timely and/or reasonably cured.

8           19.     The nonconformities substantially impaired the value of the Vehicle to the  
9 Plaintiff. Plaintiff has been deprived of the use of the Vehicle for more than thirty (30) days.

10          20.     Plaintiff had previously notified Ford and Seller of the nonconformities and  
11 Plaintiff's intent to revoke acceptance pursuant to California Commercial Code §2608 and  
12 demanded the refund of Plaintiff's purchase price for the Vehicle and out-of-pocket expenses.

13          21.     Ford and Seller have nevertheless refused to accept return of the Vehicle and have  
14 refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses  
15 incurred by Plaintiff.

16          22.     As a direct result of the Ford's and/or Seller's acts and/or omissions, Plaintiff has  
17 suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against Ford,  
18 declaring acceptance has been properly revoked by Plaintiff and for damages incurred in  
19 revoking acceptance, for a refund of the purchase price paid by Plaintiff for the Vehicle, for  
20 cancellation of Plaintiff's retail installment contract and for payment in full to the creditor on the  
21 balance of the installment contract, for consequential, incidental and actual damages, costs,  
22 expenses, and prejudgment interest at the legal rate, and such other relief the Court deems  
23 appropriate.

24                               **THIRD CAUSE OF ACTION**

25                               **(Rescission Against All Defendants)**

26          23.     Plaintiff realleges each and every paragraph (1-22) and incorporate them by this  
27 reference as though fully set forth herein.

28     ///

1           24.     An express limited warranty covering 2 years of use from Ford, accompanied the  
2 delivery of the Vehicle to Plaintiff. The limited warranty provided the Ford and/or the Seller  
3 would repair or adjust all parts found to be defective in factory-supplied materials or  
4 workmanship.

5           25.     The limited warranties, given by Ford and adopted by the Seller when the Seller  
6 serviced and repaired the Vehicle created a contractual relationship between the Ford/Seller and  
7 Plaintiff.

8           26.     Ford and Seller have breached the express limited warranty contract in that they  
9 have failed to repair or adjust defective parts covered under the limited warranties, have failed to  
10 do the same within the limited warranties' coverage periods, and within a reasonable time.

11           27.     The acts and/or omissions of Ford and Seller have resulted in a failure of  
12 consideration justifying the rescission of the contract.

13           28.     Without a judicial declaration that the contract has been rescinded, Plaintiff will  
14 suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages  
15 sustained by Plaintiff, are not restored.

16           29.     As a direct result of Ford's and/or Seller's acts and/or omissions, Plaintiff has  
17 suffered damages as set forth herein. Therefore, Plaintiff is entitled to a judgment and the  
18 following relief against all Defendants:

19           (1) Rescission of the purchase and retail installment contract by refunding all monies paid  
20 by Plaintiffs, terminating the retail installment contract, requiring Defendants to pay off the  
21 balance of the contract and ordering Plaintiff to return the Vehicle to the Defendants; (2)  
22 Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies  
23 paid equal for the purchase of the Vehicle; (3) Return of an amount equal to Plaintiff's down  
24 payment and all payments made by Plaintiff to the Defendants; (4) For incidental, consequential,  
25 exemplary and actual damages; (5) Costs and expenses; (6) Prejudgment interest at the legal rate;  
26 and (7) such other relief the Court deems appropriate.

27     ///

28     ///

**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.

///

///

1           42.     Even though the express warranties provided to Plaintiff limited Plaintiff's  
2 remedy to repair and/or adjustment of defective parts, the warranties failed of their essential  
3 purpose pursuant to California Commercial Code §2719 (2); and/or the above remedy is not the  
4 exclusive remedy under California Commercial Code §§2719 (1) (b).

5           43.     The Vehicle continues to contain defects which substantially impair the value of  
6 the Vehicle to the Plaintiff.

7           44.     These defects could not reasonably have been discovered by the Plaintiff prior to  
8 Plaintiff's acceptance of the Vehicle.

9           45.     Ford and/or Seller induced Plaintiff's acceptance of the Vehicle by agreeing, by  
10 means of the express warranty, to remedy, within a reasonable time, those defects which had not  
11 been or could not have been discovered prior to acceptance.

12           46.     As a result of its many defects, the Plaintiff has lost faith and confidence in the  
13 Vehicle and the Plaintiff cannot reasonably rely upon the Vehicle for the ordinary purpose of  
14 sale, efficient and safe transportation and use of the Vehicle in recreational settings.

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

21           48.     Ford and/or Seller have refused Plaintiff's demands and have refused to provide  
22 Plaintiff with the remedies to which Plaintiff is entitled pursuant to California Commercial Code  
23 §§2313, 2711, 2714 and 2715.

24           49.     As a direct result of Ford's and/or Seller's acts and/or omissions, Plaintiff has  
25 suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against Ford  
26 declaring acceptance has been properly revoked by Plaintiff and for damages incurred in  
27 revoking acceptance, or a refund of the purchase price paid by Plaintiff for the Vehicle, for  
28 cancellation of Plaintiff's retail installment contract and payment in full of the balance of the



1 installment contract by Ford and/or Seller, for incidental, consequential, and actual damages, for  
2 costs, expenses, prejudgment interest at the legal rate, and for such other relief the Court deems  
3 appropriate.

4  
5 **FIFTH CAUSE OF ACTION**

6 **(Breach of Implied Warranty of Merchantability Against All Defendants)**

7 50. Plaintiff realleges each and every paragraph (1-49) and incorporates them by this  
8 reference as though fully set forth herein.

9 51. The Seller and/or Ford is a "Merchant" with respect to Vehicles under the  
10 California Commercial Code §2104 (1).

11 52. The Vehicle was subject to implied warranties of merchantability under California  
12 Commercial Code §2314, running from Ford and the Seller to the benefit of Plaintiff.

13 53. The Vehicle was not fit for the ordinary purpose for which such goods are used.

14 54. The defects and problems herein above described rendered the Vehicle  
15 unmerchantable.

16 55. The Seller and/or Ford failed to adequately remedy the defects in the Vehicle; and  
17 the Vehicle continues to be in an unmerchantable condition at the time of revocation.

18 56. As a direct result of the Seller's and/or Ford's acts and/or omissions, Plaintiff has  
19 suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against Seller  
20 and/or Ford declaring acceptance has been properly revoked and for damages incurred in  
21 revoking acceptance, for damages occasioned by the breach of the implied warranty, for a refund  
22 of the purchase price paid by Plaintiff for the Vehicle, for cancellation of Plaintiff's installment  
23 contract and payment in full by Seller and/or Ford of the balance of the installment contract, for  
24 consequential, incidental, and actual damages, costs, expenses, prejudgment interest at the legal  
25 rate, and such other relief as the Court deems appropriate.

26 ///

27 ///

28 ///

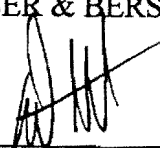
1 **WHEREFORE**, Plaintiff prays for judgment against all Defendants and each of them, as  
2 follows:

3  
4 AS TO THE FIRST, SECOND, THIRD, FOURTH AND FIFTH CAUSES OF ACTION

- 5 A. For Actual damages incurred by Plaintiff created by Defendants' acts and/or  
6 omissions in an amount to be proved at trial;
- 7 B. For incidental damages in an amount to be proved at trial;
- 8 C. For consequential damages in an amount to be proved at trial;
- 9 D. For return of an amount equal to Plaintiff's down payment and all payments made by  
10 Plaintiff to the Defendants and/or to other parties under the installment contract for  
11 purchase;
- 12 E. For an order of Restitution;
- 13 F. For an order of Restitution re: the purchase agreement and retail installment contract  
14 requiring Defendants and each of them refund all monies paid by Plaintiff, and  
15 additionally terminating the retail installment contract, requiring Defendants to pay  
16 off the balance of the contract and ordering Plaintiff to return the Subject Vehicle to  
17 the Defendants;
- 18 G. For costs of suit and expenses;
- 19 H. For pre-judgment interest at the legal rate; and
- 20 I. Such other relief the Court deems appropriate.
- 21  
22

23 DATED: April 19, 2011

IMBER & BERSHIN, LLP

24   
25 \_\_\_\_\_  
26 Daniel S. Imber, Esq.  
27 Attorneys for Plaintiff  
28 GAGIK TRDATYAN D/B/A PLU TOWING



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:**

SSN/TAX-ID  
XXX-XX-XXXX  
CUSTOMER #  
Glendale CA  
COUNTY: Los Angeles

**DESCRIPTION OF EQUIPMENT**

VEHICLE	NEW	MANUFACTURER	MODEL	SERIAL NUMBER	EQUIPMENT TYPE	UNIT PRICE	UNIT NUMBER
2009	New	Ford Div., Ford Motor Co.	F550	1FDAX56R69E		\$68,508.33	

**OTHER EQUIPMENT**

2009	VULCAN	810					
------	--------	-----	--	--	--	--	--

**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 company not on the Lender's list, 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 (830) 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 78705-4287; (800) 538-1578; 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 36 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.

**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 appraisal, 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 Appraisal set forth under Article 2723 of the Louisiana Code of Civil Procedure and all pleas of division and discussion and the benefit of appraisal 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 Goods 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, including 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.

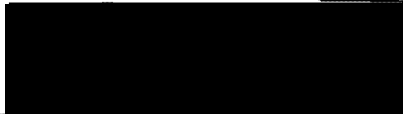
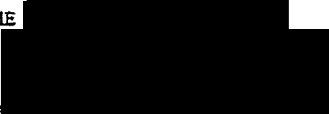
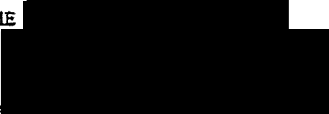
**SAVINGS CLAUSE:** Should any provision of this Agreement be or become invalid, illegal, prohibited or unenforceable by law or otherwise, then such provision shall be void; however, such impairment shall not in any way invalidate or impair the remainder of this Agreement or any other of its provisions. 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.	
<p>This Agreement is subject to the terms of the Retail Financing Arrangement between the Lender and Seller. Initial for:</p> <p>Non-Recourse _____ Repurchase _____ Full Recourse _____</p> <p>SELLER <u>Lee-Smith, Inc.</u></p> <p> TITLE <u>CFO</u></p>	<p><b>BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY</b></p> <p>NAME OF BORROWER: <u>Gagik Trdatyan DBA PluTow</u></p> <p>NAME </p> <p>BY  TITLE <u>Owner</u></p> <p><small>(If partnership, a general partner must sign)</small></p> <p>NAME _____ (Print Name of signatory)</p> <p>BY _____ TITLE _____ (Co-Borrower / Co-Signer / Guarantor)</p>
<p><b>LENDER'S ACCEPTANCE</b></p> <p>Lender: Navistar Financial Corporation Accepted by Lender at: 425 North Marlingale Rd, Schaumburg, IL 60173</p> <p>NAME _____ (Print Name of signatory)</p> <p>BY _____ DATE _____ (Authorized Representative)</p>	

23. Creekside Rd.  
Valencia, CA 91355 005540

## Page of Pages

PROPOSED WORK COMPLETION DATE	ESTIMATE CHARGE	\$
CUSTOMER INTENDED METHOD OF PAYMENT	TOTAL PARTS	\$ 4734.00
DESCRIPTION OF CUSTOMER'S PROBLEM OR REQUEST FOR REPAIR WORK ON SERVICE	TOTAL LABOR	\$ 2700.00
	TOTAL REFINISH	\$
	TOTAL SUBLET	\$
	TOWING	\$
	EPA/WASTE DISPOSAL	\$
<p>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.</p> <p><b>AUTHORIZATION FOR REPAIR:</b> You are hereby authorized to make the above repairs and to charge ONLY STORAGE in the amount of \$ beginning with the 4th day after your notification that the repair work has been completed.</p>	SUB TOTAL	\$
Signature:	SALES TAX	\$ 464.29
Date:	TOTAL	\$ 7892.27



# 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# AK072998  
E.P.A.# CAD981441198

752266

322535

INVOICE

PAGE 1

GLENDAL, CA

HOME: [REDACTED] US: [REDACTED]

CELL: [REDACTED]

219 HAN [REDACTED]

YEAR		MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
WHITE		09 FORD F550 TRUCK		1FDAX56R69E			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 XEAS DRVRS BATTERY GOOD DTC 1EAJS X5RS0 83H

REPLACE PASSENGER

10654C BATTERY - TEST, CHARGE, AND RE-TEST

(10653/10654/10655) - L

2966 W95 0.20

1 BXT\*65\*750 BATTERY

(N/C)

(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: XEAS

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 XEAS DRVR'S BATTERY GOOD DTC 1EAJS X5RS0 83H REPLACE  
PASSENGER BATTERY ONLY

B MULTI POINT INSPECTION

CAUSE:

98P MULTI POINT INSPECTION

2966ICSP0 0.00

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

C\*\* BATTERY CHECK GOOD

CAUSE:

GBATT BATTERY CHECK GOOD

2966ICSP0 0.00

(N/C)

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# AK072998  
E.P.A.# CAD981441199

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PLU TOP

INVOICE

GLENDAL, CA

PAGE 2

HOME: BUS:

SERVICE ADVISOR:

2149 PRASHAN YAPA

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
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

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

E\*\* CHECKED AND OK

CAUSE:

GBK CHECKED AND OK

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

EST: 0.00

19JUN09 12:37 SA: 214

WE APPRECIATE YOUR BUSINESS	NOTICE TO CONSUMER:	DESCRIPTION	TOTALS
THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.	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.	LABOR AMOUNT	0.00
WE ALSO HAVE NEW AND USED FORDS, NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.		PARTS AMOUNT	0.00
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.		GAS, OIL, LUBE	0.00
STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.		SUBLET AMOUNT	0.00
THIS IS YOUR RECEIPT AND CLAIM CHECK. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.	ORIGINAL ESTIMATE \$	MISC. CHARGES/ADJ.	0.00
	AUTHORIZED REVISED ESTIMATE \$	TOTAL CHARGES	0.00
	CUSTOMER SIGNATURE	LESS INSURANCE	0.00
	X	SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

Warranty: Your vehicle's engine, transmission, drive shaft, and rear axle are covered by a 5-year/100,000-mile powertrain warranty. This warranty is limited to defects in materials or workmanship. It does not cover damage caused by misuse, neglect, or accidents. For more information, please see your dealer or visit us online at [www.ford.com](http://www.ford.com). This warranty is void if the vehicle is used for commercial purposes or is involved in a race. Ford Motor Company is not responsible for any damage to or loss of property caused by the use of its products. Please read the owner's manual for more information. ©2009 Ford Motor Company. All rights reserved.

CUSTOMER COPY

01556

93193

POWER FORD

VALENCIA

23920 CREEKSIDE ROAD

VALENCIA, CA 91355

DIRECT TO SERVICE (661) 255-0066

MAIN: (661) 255-6600

\*INVOICE\*

PAGE 1

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

CONT:N/A

CELL:661-212-8508

SERVICE ADVISOR: 1583 GREGORY SPEER

HOME

BUS:

CO

MAKE/MODEL

VIN

LICENSE

MILEAGE IN / OUT

TAG

WHITE	09	FORD F550	1FDAX56R69E			18534/18541	T677
DEL DATE	PRGD 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
------	--------	------	------	-------	------	-----	-------

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

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:	ORIGINAL ESTIMATE	ADDTL. REPAIRS	IN PERSON	DESCRIPTION	TOTALS
7:00 AM - 7:00 PM MON - FRI	\$	ADDTL. REPAIRS	PHONED	LABOR AMOUNT	
8:00 AM - 5:00 PM SATURDAYS		ADDTL. REPAIRS		PARTS AMOUNT	
CLOSED SUNDAYS		ADDTL. REPAIRS		GAS, OIL, LUBE	
		ADDTL. REPAIRS		SUBLET AMOUNT	
		ADDTL. REPAIRS		MISC. CHARGES	
		ADDTL. REPAIRS		TOTAL CHARGES	
		ADDTL. REPAIRS		LESS INSURANCE	
		ADDTL. REPAIRS		SALES TAX	
		ADDTL. REPAIRS		PLEASE PAY THIS AMOUNT	

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EA11-003 000963LC

# POWER FORD VALENCIA

23920 CREEKSIDE ROAD

VALENCIA, CA 91355

DIRECT TO SERVICE (861) 255-0086

MAIN: (861) 255-6800

93193

\*INVOICE\*

PAGE 2

SMOG STATION ☐

ARD 192643

EPA #CAD9816374C

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOUR	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09 FORD F550	1FDAX56R69E	18534/18541	T677
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.
01JAN09 DE			19:00 02JUN10	
R.O. OPENED	READY	OPTIONS:	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	ORIGINAL ESTIMATE \$	ADDITIONAL REPAIRS \$	ADDITIONAL REPAIRS \$	TOTAL \$	DATE	TIME
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 \$						
ADDITIONAL REPAIRS \$						
ADDITIONAL REPAIRS \$						
TOTAL \$						
DATE						
TIME						
SIGNATURE X						
DATE						
X						
SERVICE INSTALL PARTS						
ACKNOWLEDGEMENT						
ORIGINAL R.O. NO.						
REPAIR ORDER						
CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.						
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						
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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# POWER FORD VALENCIA

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VALENCIA, CA 91355

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93193

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PAGE 3

SMOG STATION ☐

ARD 192643

EPA #CAD98163741

SERVICE ADVISOR: 1583 GREGORY SPEER

HOME:				VIN	LICENSE	MILEAGE IN / OUT	TAG
BUS:				1FDAX56R69E		18534/18541	T677
CO:	WHITE	09	FORD F550				
DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
01JAN09 DE			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
------	--------	------	------	-------	------	-----	-------

1942

MISC PRICEDIFF

WF

(N/C)

FC:

18541 H.P.FUEL PUMP SERVICED. CHECKED OUT VEHICLE AND RAN TESTS FOUND CODES P0087,P0088.RAN KOEO AND KOER TEST AND PASSED,CHECKED FUEL PRESSURE,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 DIAGNOSE,WAS LED TO PINPOINT TEST ME TO MES 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 REASSEMBLED 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 REASSEMBLE WIRES PROPERLY..APPROVAL 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 SHERT. 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 ASBY REPAIR \$ AUTHORIZED ASBY REPAIR \$ TOTAL \$	ADD'L REPAIR OCTO BY DRIVER'S LIC. NO. OR I.D. # DATE SIGNATURE X DATE	"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 LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT	TOTALS
	SERVICE INSTALLED PARTS ADDRESS CHANGE ORIGINAL R.O. NO. PROGRAM CODES APPROVAL CODES COMMENTS CODE				

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556

93193

# POWER FORD VALENCIA

23920 CREEKSIDE ROAD  
VALENCIA, CA 91355

DIRECT TO SERVICE (661) 255-0066  
MAIN: (661) 255-6600

\*INVOICE\*

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		18534/18541	T677	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DE			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
MAINTENANCES AT THIS TIME. - 02			
1546 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	ORIGINAL RETAILER \$	IN PERSON PHONED	DATE	TIME	*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.*	DESCRIPTION	TOTALS
	AUTHORIZED ASST. REPAIR \$					ADDT. REPAIRS OIC'D BY	LABOR AMOUNT
PARTS DEPARTMENT HOURS: 7:00 AM - 6:00 PM MON - FRI 8:00 AM - 5:00 PM SATURDAYS CLOSED SUNDAYS	AUTHORIZED ASST. REPAIR \$	DRIVER'S LIC. NO.	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.	SALES TAX	0.00	PARTS AMOUNT	0.00
	TOTAL \$	DATE				GAS, OIL, LUBE	0.00
ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE	SIGNATURE X _____					SUBLET AMOUNT	0.00
	DATE					MISC. CHARGES	0.00
	SERVICE INSTALLED PARTS					TOTAL CHARGES	0.00
	ACCURATE RELEASE					LESS INSURANCE	0.00
						PLEASE PAY THIS AMOUNT	0.00

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5801556

95022

POWER FORD

VALENCIA

23920 CREEKSIDE ROAD

VALENCIA, CA 91355

DIRECT TO SERVICE (661) 255-0066

MAIN: (661) 255-6600

\*INVOICE\*

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		20884/20889	T214	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DE			19:00 13JUL10		0.00	CASH	13JUL10
R.O. OPENED		READY		OPTIONS: DLR:01864 ENG:6.4_Liter			
11:07 09JUL10		17:24 13JUL10					

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

A BATTERIES GO DEAD WHEN DRIVING PER CUST ADVISE

CAUSE: BATTERIES GO DEAD WHILE DRIVING . IDS DIAGNOSE 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 DIAGNOSE 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 ADPT. REPAIR \$ AUTHORIZED ADPT. REPAIR \$ TOTAL \$ SIGNATURE X DATE X SERVICE INSTALLED PARTS ACCOUNT # ORIGINAL R.O. # PROGRAM CODES 1 2 3 4 5 6 7 8 9 10 11 12	"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 Merchantsability 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 LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT	TOTALS
---	---	--	---	--------

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EA11-003 000967LC

95022

## POWER FORD VALENCIA

23920 CREEKSIDE ROAD  
VALENCIA, CA 91355

**DIRECT TO SERVICE (661) 255-0066**  
**MAIN: (661) 255-6600**

**\* INVOICE \***

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	1FDA56R69E		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: DLR:01864 ENG:6.4_Liter			
11:07 09JUL10		17:24 13JUL10					

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 REPLACEMENT 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: 1582

EST: 690.00 13JUL10 15:34 SA: 1583

CONTACT: GREG (661) 257-7757

GREG OKD BRAKE ROTORS FOR 326.00

[illegible]

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97999

POWER FORD

VALENCIA

23920 CREEKSIDE ROAD

VALENCIA, CA 91355

DIRECT TO SERVICE (861) 255-0066

\*INVOICE\*

PAGE 1

SMOG STATION ☐

ARD 192643

EPA #CAD981637408

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
ITE	09	FORD F550	1FDAX56R69E		25483/25493	T932	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10
H.O. OPENED		READY	OPTIONS: DLR:01864 ENG:6.4 Liter				

16:15 07SEP10 16:41 22SEP10

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

6005K11 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)

<b>SERVICE DEPARTMENT HOURS:</b> 7:00 AM - 7:00 PM MON - FRI 8:00 AM - 5:00 PM SATURDAYS CLOSED SUNDAYS  <b>PARTS DEPARTMENT HOURS:</b> 7:00 AM - 6:00 PM MON - FRI 8:00 AM - 5:00 PM SATURDAYS CLOSED SUNDAYS  <b>ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE</b>	ORIGINAL REPAIR ORDER # AUTHORIZED ASST. REPAIR # AUTHORIZED ASST. REPAIR # TOTAL \$ SIGNATURE X DATE X SERVICE INSTALLER PARTS ADDRESS TELEPHONE ORIGINAL R.D. No. PROGRAM CODES 1 2 3	IN PERSON PHONED DRIVER'S LIC. NO. OR I.D. DATE TIME "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.	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr><td>LABOR AMOUNT</td><td></td></tr> <tr><td>PARTS AMOUNT</td><td></td></tr> <tr><td>GAS, OIL, LUBE</td><td></td></tr> <tr><td>SUBLET AMOUNT</td><td></td></tr> <tr><td>MISC. CHARGES</td><td></td></tr> <tr><td>TOTAL CHARGES</td><td></td></tr> <tr><td>LESS INSURANCE</td><td></td></tr> <tr><td>SALES TAX</td><td></td></tr> <tr><td>PLEASE PAY THIS AMOUNT</td><td></td></tr> </tbody> </table>	DESCRIPTION	TOTALS	LABOR AMOUNT		PARTS AMOUNT		GAS, OIL, LUBE		SUBLET AMOUNT		MISC. CHARGES		TOTAL CHARGES		LESS INSURANCE		SALES TAX		PLEASE PAY THIS AMOUNT	
	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.

SERVICE FILE COPY

Copyright 2000 ACP, Inc. SERVICE INVOICE #1 X312C

EA11-003 000969LC

# POWER FORD VALENCIA

23920 CREEKSIDE ROAD  
VALENCIA, CA 91355

DIRECT TO SERVICE (861) 255-0066  
MAIN: (861) 255-8800

97999

\*INVOICE\*

PAGE 2

SMOG STATION ☐

ARD 192643

EPA #CAD9816374C

SERVICE ADVISOR: 1583 GREGORY SPEER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	09	FORD F550	1FDAX56R69E		25483/25493	T932	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01JAN09 DL			19:00 13SEP10		0.00	CASH	22SEP10
R.O. OPENED		READY	OPTIONS: DLR:01864 ENG:6.4 Liter				

16:15 07SEP10 16:41 22SEP10

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6005P12	BOOST PRESSURE - TEST - L						(N/C)
	1546	WF					
6005P13	FUEL CONTAMINATION - CHECK - L						(N/C)
	1546	WF					
6005P18	ELECTRIC FUEL PUMP PRESSURE TEST - L						(N/C)
	1546	WF					
6007B	CAB ASSEMBLY - REMOVE AND INSTALL (01B24) - L						(N/C)
	1546	WF					
6005PA	6.0/6.4 DIESEL COMPONENT REPLACEMENT - PRIOR APPROVAL (6049/6051/9A543/9E527) - L						(N/C)
	1546	WF					
6584AT	GASKET - ROCKER ARM COVER - REMOVE AND INSTALL OR REPLACE (6584/6K260) - L						(N/C)
	1546	WF					
6007B47	PUMP - HIGH PRESSURE FUEL INJECTION - REMOVE AND INSTALL OR REPLACE (9A543) - L						(N/C)
	1546	WF					
6005E2	KEY ON ENGINE OFF - KOEO CHECK - TEST - L						(N/C)
	1546	WF					
9002A	FUEL TANK - REMOVE AND INSTALL (9076) - L						(N/C)
	1546	WF					
9002A4	FUEL GAUGE TANK UNIT OR SEAL - REPLACE (9A299) - L						(N/C)
	1546	WF					

FC: D42 42

PART#: 8C3Z\*9A543\*B

COUNT:

CLAIM TYPE:

AUTH CODE:

1942

MISC 5.899 GAL GAS

WF

FC:

<b>SERVICE DEPARTMENT HOURS:</b> 7:00 AM - 7:00 PM MON - FRI 8:00 AM - 5:00 PM SATURDAYS CLOSED SUNDAYS  <b>PARTS DEPARTMENT HOURS:</b> 7:00 AM - 5:00 PM MON - FRI 8:00 AM - 5:00 PM SATURDAYS CLOSED SUNDAYS  <b>ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE</b>	ORIGINAL ESTIMATE \$ AUTHORIZED ADD'L REPAIRS \$ AUTHORIZED ADD'L REPAIRS \$ TOTAL \$ DATE TIME SIGNATURE X DATE SERVICE INSTALLING PARTS ADDRESS MILEAGE ORIGINAL I.D. No. PROGRAM CODES ORIGINAL OWNER ESTIMATE 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.	<table border="1"> <tr> <th>DESCRIPTION</th> <th>TOTALS</th> </tr> <tr> <td>LABOR AMOUNT</td> <td></td> </tr> <tr> <td>PARTS AMOUNT</td> <td></td> </tr> <tr> <td>GAS, OIL, LUBE</td> <td></td> </tr> <tr> <td>SUBLET AMOUNT</td> <td></td> </tr> <tr> <td>MISC. CHARGES</td> <td></td> </tr> <tr> <td>TOTAL CHARGES</td> <td></td> </tr> <tr> <td>LESS INSURANCE</td> <td></td> </tr> <tr> <td>SALES TAX</td> <td></td> </tr> <tr> <td>PLEASE PAY THIS AMOUNT</td> <td></td> </tr> </table>	DESCRIPTION	TOTALS	LABOR AMOUNT		PARTS AMOUNT		GAS, OIL, LUBE		SUBLET AMOUNT		MISC. CHARGES		TOTAL CHARGES		LESS INSURANCE		SALES TAX		PLEASE PAY THIS AMOUNT	
	DESCRIPTION	TOTALS																					
LABOR AMOUNT																							
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SUBLET AMOUNT																							
MISC. CHARGES																							
TOTAL CHARGES																							
LESS INSURANCE																							
SALES TAX																							
PLEASE PAY THIS AMOUNT																							

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EA11-003 000970LC



5801556

95022

POWER FORD

VALENCIA

23920 CREEKSIDE ROAD

VALENCIA, CA 91355

DIRECT TO SERVICE (861) 255-0066

MAIN: (861) 255-8600

\*INVOICE\*

PAGE 2

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		20884/20889	T214
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN09 DD			19:00 13JUL10		0.00	CASH
REG. OPENED	READY	OPTIONS: DLR:01864 ENG:6.4 Liter				

11:07 09JUL10 17:24 13JUL10

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 CUSTOMER 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	ORIGINAL ESTIMATE \$	ADDITIONAL REPAIRS \$	IN PERSON	PHONED	<p>"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."</p> <p>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.</p>	DESCRIPTION	TOTALS
PARTS DEPARTMENT HOURS: 7:00 AM - 6:00 PM MON - FRI 8:00 AM - 5:00 PM SATURDAYS CLOSED SUNDAYS	AUTHORIZED ADJUST. REPAIRS \$	ADDITIONAL REPAIRS \$	DRIVER'S LIC. NO.	DATE		LABOR AMOUNT	
ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE	TOTAL \$					PARTS AMOUNT	
						GAS, OIL, LUBE	
					SUBLET AMOUNT		
					MISC. CHARGES		
					TOTAL CHARGES		
					LESS INSURANCE		
					SALES TAX		
					PLEASE PAY THIS AMOUNT		

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**POWER FORD  
VALENCIA**23920 CREEKSIDE ROAD  
VALENCIA, CA 91355DIRECT TO SERVICE (661) 255-0066  
MAIN: (661) 255-6600

\*INVOICE\*

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		25483/25493	T932	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09 DL			19:00 13SEP10		0.00	CASH	22SEP10
R.O. OPENED		READY	OPTIONS: 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 COME 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  
DEBRIS 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 REASSEMBLED 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 AND HARDWARE, REPLACE LEFT REAR CALIPER2001BB BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC -  
INSPECT (2200) - L

1352 WF

1 5C3Z\*2B121\*BA CALIPER ASY - BRAKE - LESS PAD

CORE CHARGE W

1 PM\*1\*C F FLUID - BRAKE

1 9C3Z\*2001\*A E KIT - BRAKE LINING

-1 5C3Z\*2B121\*BA CORE RETURN

2001B8B BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC  
- REPLACE (2200) - L

1352 WF

2001B8B CALIPER ASSEMBLY - REPLACE (2B121) - L

1352 WF

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 SUNDAYSPARTS DEPARTMENT HOURS:  
7:00 AM - 6:00 PM MON - FRI  
8:00 AM - 5:00 PM SATURDAYS  
CLOSED SUNDAYSALL PARTS ARE NEW  
UNLESS OTHERWISE  
SPECIFIED ALL  
REMANUFACTURED  
PARTS WILL HAVE  
A CORE VALUE

ORIGINAL ESTIMATE \$	ADDITIONAL REPAIRS \$	IN PERSON
AUTHORIZED ADPT. REPAIRS \$	ADDITIONAL REPAIRS \$	PHONE
AUTHORIZED ADPT. REPAIRS \$	ADDITIONAL REPAIRS \$	
TOTAL \$		
SIGNATURE X DATE		
X		
SERVICE INSTALLER PARTS		
ACCUSED TECHNICIAN ORIGINAL E.O. INC.		
PROGRAM CODES		
APPROVAL CODES		

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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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97999

POWER FORD

VALENCIA

23920 CREEKSIDE ROAD

VALENCIA, CA 91355

DIRECT TO SERVICE (661) 255-0066

MAIN: (661) 255-6600

\*INVOICE\*

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		25483/25493	T932	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PD NO.	RATE	PAYMENT	INV. DATE
01JAN09 DD			19:00 13SEP10		0.00	CASH	22SEP10
B.O. OPENED		READY	OPTIONS: DLR:01864 ENG:6.4 Liter				

16:15 07SEP10 16:41 22SEP10

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 SPECIFICATIONS  
TPC DEALER OFFERED AND CUSTOMER APPROVED TIRE  
PRESSURE CHECK AND INFLATE SERVICE

1565 CP

0.00

0.00

25493 SET PRESSURE 95/100 PSI

R\*\* 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 &amp; 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 \$	ADPT. REPAIRS DEC BY	IN PERSON
AUTHORIZED ADPT. REPAIRS \$	DRIVER'S LIC. NO. OR L.D.	PHONE#
AUTHORIZED ADPT. REPAIRS \$	DATE	TIME
TOTAL \$	SIGNATURE X	DATE
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.		
SERVICE INSTALLS PARTS		
ACCUSED RELEASE ORIGINAL R.O. NO.		
PROGRAM CODES		
APPROVAL CODES		
COMPLAINT CODES		

"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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**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		25483/25493	T9	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09	DI		19:00 13SEP10		0.00	CASH	22SEP10
R.O. OPENED		READY		OPTIONS: DLR:01864 ENG:6.4 Liter			

16:15 07SEP10 16:41 22SEP10

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	H109	LOF	HAZ	MAT PER	1.16	1.16	1.16
25491	LOF						

F\*\* 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 - FR  
8:00 AM - 5:00 PM SATURDAYS  
CLOSED SUNDAYSPARTS DEPARTMENT HOURS:  
7:00 AM - 5:00 PM MON - FR  
8:00 AM - 5:00 PM SATURDAYS  
CLOSED SUNDAYSALL PARTS ARE NEW  
UNLESS OTHERWISE  
SPECIFIED ALL  
REMANUFACTURED  
PARTS WILL HAVE  
A CORE VALUE

ORIGINAL ESTIMATE \$	ADJ'L. REPAIRS \$	IN PERSON
AUTHORIZED ADJ'L. REPAIRS \$	ADJ'L. REPAIRS \$	PHONED
AUTHORIZED ADJ'L. REPAIRS \$	DRIVER'S LIC. NO. OR I.D.	
REVENUE \$	DATE	TIME
SIGNATURE X DATE		
SERVICE INSTALLER PARTS		
ACCURATE BILLING ORIGINAL I.D. NO.		
PROGRAM CODES	APPROVAL CODES	DISCOUNT 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	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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>IMBER &amp; BERSHIN, LLP</b> 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  <b>CONFORMED COPY OF ORIGINAL FILED</b> Los Angeles Superior Court  <b>MAY 20 2011</b>  John A. Clarke, Executive Officer/Clerk By <u>A. E. LAFLAUR-CLAYTON</u> , Deputy	
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.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>BC462046</b>  JUDGE: DEPT:	

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:
- |   |   |  |
|---|---|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PVPDWD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PVPDWD (23)<br><b>Non-PVPDWD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input checked="" type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PVPDWD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial 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.

Page 1 of 2

## 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 PVPDWD (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 PVPDWD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PDWD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PVPDWD

## Non-PVPDWD (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-PVPDWD 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

**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? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5 ☐ HOURS/ ☒ 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. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 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.

		C Reason See Step 3 above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death 1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist 1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage 2. <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) 1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons 1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) 1., 4.
<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) 1., 4.		
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress 1., 3.		
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death 1., 4.		

SHORT TITLE: Gagik Trdatyan d/b/a PLU Towing v. Ford

CASE NUMBER

Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.



SHORT TITLE **Gagik Trdatyan d/b/a PLU Towing v. Ford**

CASE NUMBER

		C
		Once the case is filed, check the appropriate box(es) above.
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case 2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration 2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus 2., 8. <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter 2. <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review 2., 8.
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation 1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect 1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort 1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case 1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental 1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) 1., 2., 5., 8.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment 2., 9. <input type="checkbox"/> A6160 Abstract of Judgment 2., 6. <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) 2., 9. <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) 2., 8. <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax 2., 8. <input type="checkbox"/> A6112 Other Enforcement of Judgment Case 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case 1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only 1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) 2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) 1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) 1., 2., 8.
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case 2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment 2., 3., 9. <input type="checkbox"/> A6123 Workplace Harassment 2., 3., 9. <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case 2., 3., 9. <input type="checkbox"/> A6190 Election Contest 2. <input type="checkbox"/> A6110 Petition for Change of Name 2., 7. <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law 2., 3., 4., 8. <input type="checkbox"/> 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)].

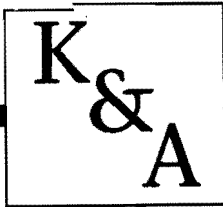
Dated: 5/19/2011

(SIGNATURE OF ATTORNEY/FILING PARTY)

Harry Kaloustian (SBN 219679)

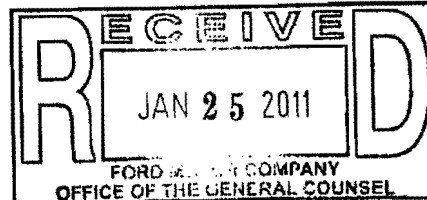
**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

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



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

11 JAN 24 P2:09

CONSUMER AFFAIRS  
SECTION

RE: My Client: [REDACTED]  
Vehicle: 2009 Ford Truck F-550  
VIN #: 1FDAX56R69E [REDACTED]

LITIGATION  
PRACTICE GROUP

11 JAN 25 NO 2:11

OFFICE OF THE  
GENERAL COUNSEL

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.

<b>Dates of Service</b>	<b>Location of Service</b>	<b>Complaints</b>
June 19, 2009 – June 23, 2009 <b>5 Days in Service</b>  <b>Mileage in 100</b>	Sunrise Ford North Hollywood, CA	Vehicle Stalled Out While Driving And Battery Light Is On All The Time.
June 2, 2010 – June 11, 2010 <b>10 Days in Service</b>  <b>Mileage in 18,534</b>	Power Ford Valencia Valencia, CA	Check Engine Light On, Lacks Power When At Normal Temp.
July 9, 2010 – July 13, 2010 <b>5 Days in Service</b>  <b>Mileage in 20,884</b>	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 <b>16 Days in Service</b>  <b>Mileage in 25,483</b>	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;

Ford Motor Company  
January 18, 2011  
Page 4

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:

$(\$68,508.33 \text{ Purchase Price} \times 100 \text{ miles at time of first problem}) / 120,000 \text{ miles}$   
**= \$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 

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/ANUM Q.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 FAULT!! 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/~WS80/~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/~WS80/~MUS~LEN/20/S8O34C09.HTM" TARGET="\_BLANK">BODY ON PROCEDURE.  
MAKE SURE TO PERFORM THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS80/~MUS~LEN/19/S8OA0007.HTM" TARGET="\_BLANK">LP FUEL SYSTEM BLEED AS WELL AS THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS80/~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.

Folder Number:

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**Requester:** LBINGHAM

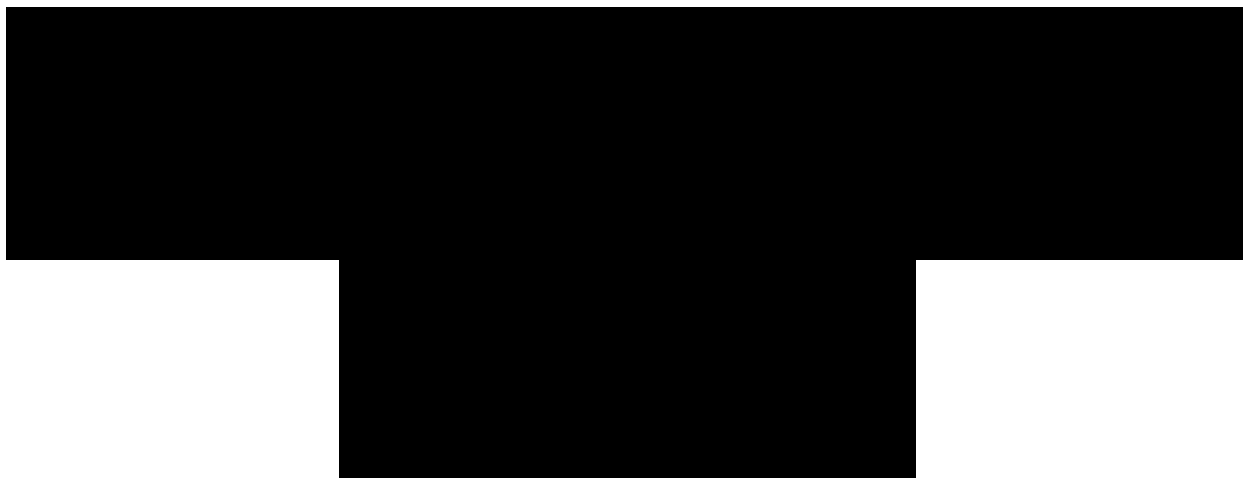
Report Summary

**Server:** ECCWS686

**Ford Proprietary, Private**

26-Jan-2011

**Retention:** None



LP-7  
**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

RECEIVED

ROB HUGHES, JR.  
ATTORNEY AT LAW - OF COUNSEL

BOARD CERTIFIED SPECIALIST  
TEXAS BOARD OF LEGAL SPECIALIZATION

CONSUMER LAW - COMMERCIAL LAW

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.

**FORD MOTOR COMPANY**  
**AUGUST 23, 2010**  
**PAGE TWO**

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 contamination. 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.

FSE BBB Case vehicle inspection report

V 1.3; 1/24/07Legal-Mark Westbrook 2010 F250.doc

1

C. Loss of power-3860 miles and taken to Legacy Ford, Rosenberg, Texas on 9/2/2010.

-Dealer found fuel sending unit inaccurate and unit ran out of diesel fuel due to inaccurate 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, Rosenberg, Texas-Kelly Jewell-FSE, Freeway Ford, Houston, Texas-Joe Daleo-FSE.

Unit operating properly at this time per Service Manager, Luis Hidalgo, Legacy Ford, Rosenberg, Texas.

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**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 Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070  
Name: MR Owner Status: Original WSD: 2010-05-27  
Symptom Desc: LOSS OF POWER CRUISE Primary Phone:  
Reason Desc: SUPER DUTY-ECONOLINE Secondary Phone:  
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  
DLRSH - 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 DLRSHF 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 DLRSHF 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 DLRSHF - 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**

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DATE OF FOLLOW UP:

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09-07-2010

TIME OF FOLLOW UP (HH:MM):

17:30

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All Action Details for Issue

Print

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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		

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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		

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# All Action Details for Issue

Print

VIN: 1FTSW2BR7AE Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070  
Name: MR Owner Status: Original WSD: 2010-05-27  
Symptom Desc: STALLS/QUITS CRUISE Primary Phone:  
Reason Desc: CALLBACK - LEGAL CASE - DEMAND LETTER Secondary Phone:  
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

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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: 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 INFORMATION ONLY. DO NOT USE FOR DOCUMENTING ANY OTHER ISSUES.)

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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: 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 UP 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] TO 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 ISSUE DEALER SAID: GRIFFITH FORD MERCURY SEGUIN 838 W. COURT SEGUIN, TX 78155 TEL: (830) 303-3673 FAX: (830) 303-0212 CRC 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](#)

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VIN: 1FTSW2BR7AE	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 1462572070
Name: MR	Owner Status: Original	WSD: 2010-05-27	
Symptom Desc: SUSPENSION NOISE BOTH		Primary Phone:	
Reason Desc: SUPER DUTY-ECONOLINE		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

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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 NORTH SAN 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](#)

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VIN: 1FTSW2BR7AE	Year: 2010	Model: F-SERIES SUPER DUTY Case: 1462572070
Name: MR	Owner Status: Original	WSD: 2010-05-27
Symptom Desc: PAINT/FINISH APPEARANCE FALLOUT DAMAGE	Primary Phone:	
Reason Desc: SUPER DUTY-ECONOLINE	Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED	

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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 DECEPTIVE TRADE PRACTICES-STATES SELLING HIM A VEHICLE 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 ATTORNEYS-DEALER 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 PRODUCT-CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK-I 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



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**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

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**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

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**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 DLRSH 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

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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 Year: 2010 Model: F-SERIES SUPER DUTY Case: 1462572070  
Name: Owner Status: Original WSD: 2010-05-27  
Symptom Desc: NO CRANK START TEMP ALL ENGINE TEMP Primary Phone:  
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone:  
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. COURTSUGUIN 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

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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 STATES THAT HE HAS REMOVED ALL HIS BELONGINGS FROM THE VEH AND HAS ABANDONED THE VEH AT THE REPAIRING DLRSH--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

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All Action Details for Issue

[Print](#)

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VIN: 1FTSW2BR7AE	Year: 2010	Model: F-SERIES SUPER DUTY	Case: 1462572070
Name: MR	Owner Status: Original	WSD: 2010-05-27	
Symptom Desc: FUEL SYSTEM LEAKS TANK SELECTOR		Primary Phone:	
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary:	
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

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<b>Report# :</b>	AG1E9009 NHL	<b>Received:</b>	07/27/2010
<b>CCRG/EPRC:</b>		<b>Reviewed Status:</b>	<b>Date:</b>
<b>Vehicle:</b>	2010,F250 4X4,CRW CAB,PICKUP ,1FTSW2BR7AE	<b>Build Date:</b>	07/13/2009
<b>Odometer :</b>	3,393 M	<b>Engine:</b>	6.4L OHV
<b>Transmission:</b>	5R110W DSL	<b>Axle:</b>	<b>A/C:</b> YES
<b>Dealer:</b>	USA 07594 Griffith Ford Mercury Seguin	<b>Phone#:</b>	(830) 303-1192
<b>City:</b>	Seguin	<b>State:</b>	Texas
<b>Originator:</b>	ERIC VILLELA	<b>Country :</b>	USA
<b>Symptom:</b>	6 03 3 93 DRVABL,CRANKS/NO STAR,START ENG TEMP ,ALL ENGINE TEMP		
<b>Status:</b>			
<b>VFG:</b>	V52 DRIVEABILITY		
<b>Additional Symptom:</b>	INT NO START		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

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 ANOTHER 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 OF THE 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 DEBRIS 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 PUMP 8 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/~WS  
80/~MUS~LEN/20/S8034C05.HTM" TARGET="\_BLANK">FUEL INJECTORS AND  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/20/S8034C08.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  
80/~MUS~LEN/19/S80A0007.HTM" TARGET="\_BLANK">LP FUEL SYSTEM BLEED  
AND THE  
HREF="HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/PUBS/CONTENT/~WS  
80/~MUS~LEN/20/S80A0008.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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**Requester:** LBINGHAM

Report Summary

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**Ford Proprietary, Private**

7-Sep-2010

**Retention:** None