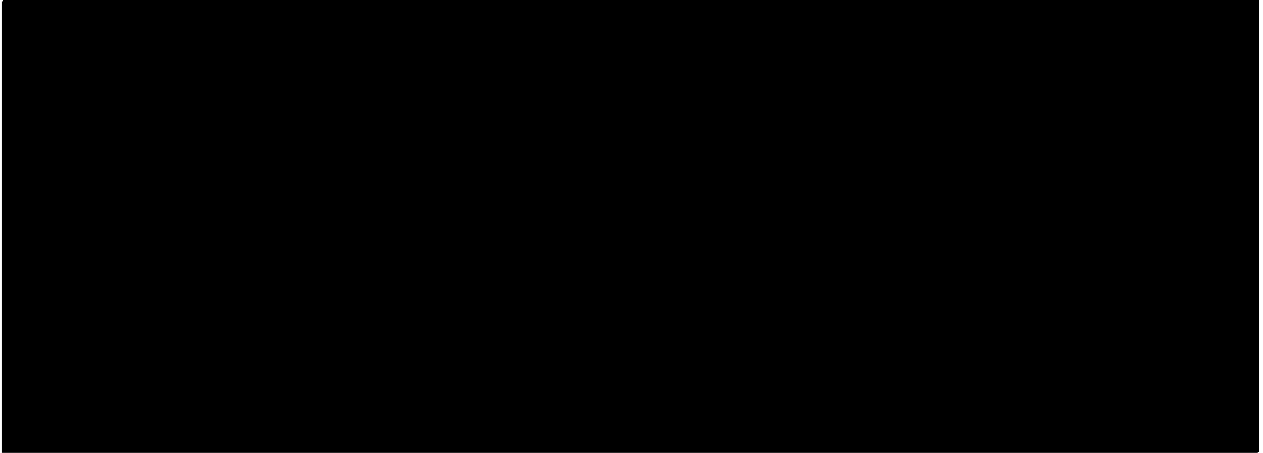


**INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**



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

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED], Pltfs. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Cover Sheet, Notice, Complaint, Verification, Attachments

COURT/AGENCY: Allegheny County Court of Common Pleas, Pennsylvania, PA
Case # AR-07-0612

NATURE OF ACTION: Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects on a
2005 Ford 500

ON WHOM PROCESS WAS SERVED: C T Corporation System, Philadelphia, PA

DATE AND HOUR OF SERVICE: By Process Server on 01/31/2007 at 14:00

APPEARANCE OR ANSWER DUE: Within 20 days

ATTORNEY(S) / SENDER(S): David J. Gorberg
David J. Gorberg & Associates, P.C.
2325 Grant Building
330 Grant Street
Pittsburgh, PA, 15219
412.894.9970

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day, 798097358667
Image SOP - Page(s): 23
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: C T Corporation System
PER: Tyeasha Weaver
ADDRESS: 1515 Market Street
Suite 1210
Philadelphia, PA, 19102
TELEPHONE: 215-563-7750

LITIGATION
PRACTICE GROUP

7 FEB -2 P12:29

OFFICE OF THE
GENERAL COUNSEL

Page 1 of 1 / NA

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



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY
PENNSYLVANIA

COVER SHEET

Prothonotary

Plaintiff(s) DORIS J. ANDRULONIS AND RICHARD A. ANDRULONIS 34 SHAFFER STREET SYKESVILLE, PA 15865	Case Number : AR - 07 - 0612
	Type of pleading : Complaint
Defendant(s) FORD MOTOR COMPANY C/O CT CORPORATION 1515 MARKET STREET PHILADELPHIA, PA 19103	Code and Classification : 010
	Filed on behalf of Doris J. Andrulonis (Name of the filing party)
Vs APR 27 2007 HEARING DATE _____ ROOM 523 5th FLOOR COURTHOUSE AT 9:00 A.M. TELEPHONE: 412-650-6626	<input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, if Pro Se
	Name, Address and Telephone Number : David J. Gorberg, Esquire David J. Gorberg & Associates 2325 Grant Building 330 Grant Street Pittsburgh, PA 15219 412-894-9970
	Attorney's State ID : 53084
	Attorney's Firm ID : _____

2007 JAN 25 AM 10:43
 ALLEGHENY COUNTY

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

DORIS J. ANDRULONIS AND
PLAINTIFF RICHARD A. ANDRULONIS
34 SHAFFER STREET
SYKESVILLE, PA 15865

ARBITRATION DOCKET

NO. _____

vs.

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

FORD MOTOR COMPANY
DEFENDANT C/O CT CORPORATION
1515 MARKET STREET
PHILADELPHIA, PA 19103

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.

By: DAVID J. GORBERG

Attorney for Plaintiffs

Identification No. 53084

2325 Grant Building

330 Grant Street

Pittsburgh, PA 15219

(412) 894-9970

DORIS J. ANDRULONIS AND	:	COURT OF COMMON PLEAS
RICHARD A. ANDRULONIS	:	
34 SHAFFER STREET	:	
SYKESVILLE, PA 15865	:	ALLEGHENY COUNTY
	:	
vs.	:	
	:	
FORD MOTOR COMPANY	:	
c/o CT CORPORATION	:	
1515 Market Street	:	
Philadelphia, PA 19103	:	NO.

COMPLAINT

1. Plaintiffs, Doris J. Andrulonis and Richard A. Andrulonis, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 34 Shaffer Street, Sykesville, PA 15865.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. Plaintiffs incorporate by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about August 3, 2005, Plaintiffs purchased a new 2005 Ford 500

(hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FAFP23115G159698. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$20,477.47.

6. Plaintiffs aver that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiffs at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiffs several warranties, fully outlined in the warranty booklet.

8. Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective suspension and/or electrical system.

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

11. Plaintiffs aver the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiffs seek relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

19. Plaintiffs are the "Purchaser" as defined by 73 P.S. §1952.

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

21. Plaintiffs' vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement

program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiffs have suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiffs aver that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

29. Plaintiffs are the "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiffs use the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

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

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

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

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

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiffs hereby incorporate all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiffs purchased the vehicle include but are not limited to their personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a

particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiffs hereby incorporate all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiffs, as Pennsylvania residents, believe, and therefore, aver the reckless,

wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X

DAVID J. GORBERG

Date: _____

H.S.

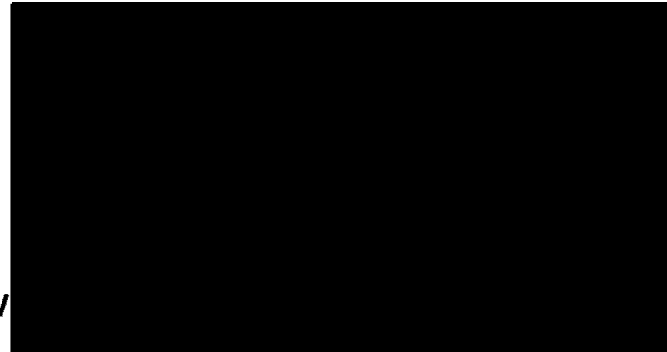
EXPIRY: JUL 31 2007 VALID: 05 19 06
 PLATE: 6VZ-274
 TITLE: 6220 073
 VIN: 2003
 MAKE: 2003
 TYPE:



I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

600001
 SYKESVILLE PA

600001
 SYKESVILLE PA



Change your address online at: www.state.pa.us Pa Keyword "DMV"

MOTOR VEHICLE INSTALLMENT SALE CONTRACT,

Dated **08/03/05**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 4.99%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 405.82	Amount Financed The amount of credit provided to you or on your behalf. \$ 7,683.62	Total of Payments The amount you will have paid after you have made all scheduled payments. \$ 8,089.44	Total Sale Price The total cost of your purchase of credit including your downpayment. \$ 12,388.03
--	--	---	---	---

No. of Payments 24	Amount of Payments \$ 337.06	When Payments Are Due Monthly, beginning SEP 2ND, 2005
Filing Fees: \$ 5.00		
Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.		
See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment.		

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

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

YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

Seller: **MURRAY'S FORD INC.**
3007 BLINKER PKWY, DU BOIS, PA 15801
Address: [Redacted] Du Bois, PA 15801
County: **JEFFERSON**

Buyer: [Redacted]
Address: [Redacted] Sykesville, PA
County: **JEFFERSON**

TRADE-IN: You have traded in the following vehicle: **2005 Ford Escape**
Year and Make: **2005 Ford** Description: **ESCAPE**
If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the Lien Payoff.

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract you are promising to insure the Vehicle and keep it insured.

DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. This agreement will not be provided unless you sign below agree to pay the additional charge, and sign the separate disclosure and agreement page which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Signature of Buyer: [Redacted Signature]
Signature of Seller: [Redacted Signature]

SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider who is not the Seller named above, and agree to pay the additional charge. This section does not apply to any warranty that you may receive (if such there is) not separate charge.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit.

Itemization of Amount Financed
Cash Price (including optional service contract and/or warranties in the amount of \$ _____)
Trade-In Value of _____
Liens Payoff to _____
Unpaid Cash Price Balance \$ 337.06
Optional Debt Cancellation (GAP) _____
Document Preparation Fee _____
Paid to Others on Your Behalf _____
Public Officials for _____
Lien Fee _____

By signing, you select guaranteed auto protection
 Signature of Buyer

OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract will not be provided unless you sign the separate agreement with the third party provider who is not the Seller named on this additional charge. This section does not apply to any warranty that you may receive for which there is not separate agreement.

IS NOT REQUIRED! Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT reverse side. Your Insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance the term of the credit. We may receive financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Accident & Health Insurance. What is your age?
 Health Insurance, which costs \$ N/A per year. Age? years.
 Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Accident & Health Insurance. What are your ages?
 Accident & Health Insurance, which costs \$ N/A per year. Ages? and years.
 Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance.

By signing, you agree to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called:
and Make FIVE HNRD **Body Style** 6 **Truck Ton Capacity** 1 **Serial Number** 1FAPP 23115G
WARRANTY AM-FM Stereo 5 Spd. Other
AM-FM Stereo 5 Spd. Other
AM-FM Stereo 5 Spd. Other

assign this Contract and Security Agreement to a sales/finance company which is the "Assignee." If the Assignee assigns, subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the stand in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when in assignment.
FIRST COMMONWEALTH BANK

By signing the Co-Signer Agreement below, promises separately and together with all Co-Signer(s) and Buyer(s); to pay performance agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.
 Person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and jointly with all Buyer(s) and Co-Signer(s) to perform all agreements in the Security Agreement and all other parts of this Contract except the terms of the Security Agreement.

Notice of Proposed Credit Insurance
 I agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to address which the Assignee most recently specifies in the written notice to you.

Percentage Rate may be negotiable with the Seller. **ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:**
 Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure to Buyer.
Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.

of the Finance Charge.

Optional Debt Cancellation (IGAP)
 Document Preparation Fee
 Paid to Others on your Behalf
 To Public Officials for
 License, Tags and Registration
 Lien Fee
 Taxes Not Included in Cash Price
 For Messenger Service

\$ 91.50

\$ 55.00

\$ 33.50

\$ N/A

\$ N/A

\$ 7,683.62

We may retain a portion of amounts marked *

Amount Financed
 \$ 7,683.62

The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Buyer.

Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.
 This Contract continues on the reverse side.
 Debt Cancellation (guaranteed auto protection) separate disclosure and agreement. V. will

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER: MURRAY'S FORD INC.
Date: 08/03/05

BUYER: [Redacted] (SEAL) Date: [Redacted]
BUYER: [Redacted] (SEAL) Date: [Redacted]

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature (SEAL) Address Date
Co-Signer's Signature (SEAL) Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement (and all other parts of this Contract except the "Promise To Pay" section). You are giving us the security interest to induce us to make this Contract with the Buyer and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature (SEAL) Address Date

BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERM AND CONDITIONS.

BUYER BUYER CO-SIGNER CO-SIGNER OR CO-OWNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

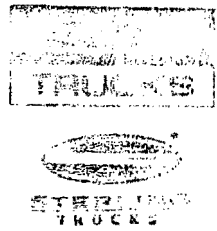
BANCONSUMER FORM PA 123DC-SLC (2/04)

ORIGINAL - White • DEALER COPY - Canary • BORROWER'S/CO-SIGNER'S COPY - Pink • COPY - Goldenrod

© 2004 BANCONSUM



MURRAY'S FORD-LINCOLN-MERCEDES
 3007 BLINKER PARKWAY
 DU BOIS, PA 15801
 PHONE: 814-371-6600



WWW.MURRAYSDUBOIS.COM DEAL # 00136948

PURCHASER'S NAME: [REDACTED] SOC. SEC. NO. [REDACTED] DATE 08/03/05
 PURCHASER'S ADDRESS: [REDACTED] D/O/B 08/20/35 RESIDENCE PHONE [REDACTED]
 CITY, STATE & ZIP: SYKESVILLE PA [REDACTED] LIC. NO. [REDACTED] BUSINESS PHONE [REDACTED]

VEHICLE BEING PURCHASED
 PLEASE ENTER MY ORDER FOR THE FOLLOWING:
 NEW CAR STOCK NO. 000T9698
 USED TRUCK
 DEMO

YEAR 2005 MAKE FORD MILEAGE 67
 MODEL OR SERIES FIVE HNRD BODY TYPE 4DR SDN
 COLOR GOLD TRIM C7
 M.V.I. OR SER. NO. 1FAPP23115G [REDACTED] ENG. TYPE
 TO BE DELIVERED ON OR ABOUT 08/03/05 SALESMAN ROBERT D FERR

IF A NEW VEHICLE SALE ...
 The only warranties applying to this vehicle are those offered by the manufacturer.
 IF USED VEHICLE SALE-CHECK APPROPRIATE BOX
 AS IS: this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle.
 OR
 The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
 "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

USED VEHICLE TRADED IN AND/OR OTHER CREDIT
 YEAR 2005 MAKE OF TRADE-IN FORD MILEAGE
 MODEL OR SERIES ESCAPE BODY TYPE 4DR SPTUTY
 COLOR SILVER TRIM
 M.V.I. OR SER. NO. 1FMYU93185K [REDACTED] ENG. TYPE
 Balance Owed to: FIRST COMMONWEALTH BANK
 612 PHILADELPHIA ST PO #400
 Address: INDIANA PA 15701

Used Trade-In Allowance	\$ 18,500.00
Balance Owed on Trade-In	7,683.61
Net Allowance on Used Trade-In	\$ 10,816.39
Deposit or Credit Balance	1,571.64
Cash With Order	\$ N/A
TOTAL CREDIT (Transfer to Right Column)	\$ 12,388.03

MEMO:

CASH DELIVERED PRICE OF VEHICLE	\$ 19,891.65
ADDITIONAL EQUIPMENT (Options)	\$
ALL INCENTIVES ASSIGNED TO DEALER	
STATE FARM INS	7864A1938E001
Cash Price of Vehicle & Accessories	\$ 19,891.65
STATE AND LOCAL TAXES (If any)	83.50
Documentary Fee	33.00
License, License Transfer, Title, Registration Fee	63.50
TOTAL PRICE OF UNIT	\$ 20,071.65
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$ 12,388.03
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 7,683.62

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supersedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid for by the manufacturer.

Accepted By: 08/03/05 MURRAY'S FORD INC. Date 08/03/05
 Date Dealer or His Authorized Representative

DUPLICATE

"THANK YOU - WE APPRECIATE YOUR BUSINESS"
 RETAIL ORDER FOR A MOTOR VEHICLE

REV. 10/1/86

IF A CREDIT SALE REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

MURRAYS

LOOK FOR US ON THE WORLD WIDE WEB AT <http://www.murraysdubois.com>

ROUTE 219 & I-80 EXIT 97
MURRAYS FREIGHTLINER



(814) 375-9090
CALL TOLL FREE
1 (888) 371-9707



MURRAYS FORD LINCOLN
MERCURY, INC.

(814) 371-6600
CALL TOLL FREE
1 (800) 262-2572



MURRAYS HONDA

(814) 371-5502



HONDA

Maintain the Quality
with Genuine Honda Parts™

RECOMMENDED REPAIRS:				PROGRAM CODE(S)		
ORIGINAL ESTIMATE \$				REPAIR 1		
AUTHORIZED ADDL REPAIRS \$	ADDL REPAIRS OK'D BY	IN PERSON	SERVICE INSTALLED PARTS			
		PHONED	DATE INSTALLED	REPAIR 2	MICRO REFERENCE NUMBER	
AUTHORIZED ADDL REPAIRS \$	DRIVERS LIC. NO. OR LD.	PHONE NO.	MO. DAY YR.	Authorized Signature and Date		
TOTAL \$	DATE	TIME	ACCUMULATED MILEAGE	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				CROSS REFERENCE TO		
X				DATE		

INVOICE TO

DRIVER/OWNER INFORMATION

INVOICE: W82970

SYKESVILLE
HOME: [REDACTED]

PA [REDACTED]

SYKESVILLE
HOME: [REDACTED]

PA [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

ADV: 394 THOMAS, F INVOICE: PRELIM MAR W MM
MFG: 2A2001 TAX RULES: YN1NN INVOICED: 12/20/2005 16:31:15
DIAMETER IN: 3244 DIST: FMC
DATES BEBIN: 12/05/05 DONE: 12/20/05

VIN 1FAPP23115G [REDACTED] LICENSE NUMBER: PA 1
05 FORD FIVE HNRD SE 4DR SDN GOLD
STOCK# 000T9698
DATES INSERVICE: 080305 PRODUCTION: 021605 SOLD: 080305

CONCERN 31 CUST STATES THERE IS A RATTLE UNDER THE VEHICLE ON BUMPS.

OPERATION	TECH	HOURS	AMOUNT
051509A	177	.2	11.46

CAUSE PRK BRK CABLE NUTMENT IN GROMMET

CORRECTION APPLY GRDE TO PRKING BRK BSHNG PER TSB 05-15-09

TECH NOTES VFY CONCERN RATTLE AND SOK NOISE IN RR OVR BMP5 CK QABIS FND TSB

05-15-09 LUBE RR PRK BRK CABLE TST OK

PART NUMBER

PO#

NOTE

DESCRIPTION

QTY

SELL

003 164R4906

DRY BOX GREASE

1

9.80

9.80

PARTS: COUNT

ALLOWANCE: 3.92

FACTORY

CERT# : 7277

CONCERN CD: N51

COND CODE : 42

FP-2A635

REPAIR TYPE 01

CODES -

Thank You!

SUBTOTAL

PARTS	13.72
LABOR-MECHANICAL	11.46
TOTAL CHARGE FOR CONCERN	25.18

TYPE: W

CONCERN 52 PERFORM RECALL 05537 FUEL TANK STRAPS

OPERATION	TECH	HOURS	AMOUNT
05537B	177	.6	34.39

CAUSE RECALL 05537

CORRECTION REPL FUEL TNK STRAPS PER RECALL 05537

TECH NOTES WEPL FUEL TNK STRAPS

PART NUMBER

PO#

NOTE

DESCRIPTION

QTY

SELL

FMC 6G1Z 9092 AX

STRAP ASY

2

6.98

13.96

PARTS: COUNT

2

ALLOWANCE: 5.58

FACTORY

CERT# : 7277

PROGRAM CD: 05537

WHITE = CUSTOMER + WARRANTY

CANARY = ACCOUNTING COPY

PINK = CUSTOMER MAILER

BLUE = SERVICE FILE

MURRAYS

LOOK FOR US ON THE WORLD WIDE WEB AT <http://www.murraysdubois.com>

ROUTE 219 & I-80 EXIT 97

MURRAYS FREIGHTLINER



(814) 375-9090
CALL TOLL FREE
1 (888) 371-9707



ROUTE 119 SOUTH - DU BOIS, PA 15801

MURRAYS FORD LINCOLN

MERCURY, INC.

(814) 371-6600
CALL TOLL FREE
1 (800) 262-2572



MURRAYS HONDA

(814) 371-5502



Maintain the Quality
with Genuine Honda Parts™

RECOMMENDED REPAIRS:

ORIGINAL ESTIMATE \$					PROGRAM CODE(S)	
AUTHORIZED ADDL REPAIRS \$	ADDL REPAIRS OK'D BY	IN PERSON PHONED		SERVICE INSTALLED PARTS	REPAIR 1	
AUTHORIZED ADDL REPAIRS \$	DRIVERS LIC. NO. OR I.D.	PHONE NO.		DATE INSTALLED	REPAIR 2	MICRO REFERENCE NUMBER
TOTAL \$	DATE	TIME		MO. DAY YR.	REPAIR 3	APPROVAL CODE OR NO.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				ACCRUED MILEAGE		COMMITMENT CODE
X				OMT TENTHS		
				CROSS REFERENCE TO		

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W82970

OFFICE USE

VEHICLE INFORMATION

ADV: 394 THOMAS, INVOICED: 12/20/2005 16:31:15 MM

05 FIVE INRD BOLD

LICENSE NUMBER: PA 1

FP-66179092AX

REPAIR TYPE 02

CODES - PROGRAM: 05E37

SUBTOTAL

PARTS	19.54
LABOR-MECHANICAL	34.39
TOTAL CHARGE FOR CONCERN	53.93

TYPE: W

GRAND TOTALS

PAYMENT DISTRIBUTION FOR INVOICE W82970	
TOTAL CHARGE	79.11
FAC WARRANTY	79.11

SUMMARY OF CHARGES FOR INVOICE W82970

PARTS	33.26
LABOR-MECHANICAL	45.85
TOTAL CHARGE	79.11

PREFERRED TREATMENT

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	ROW	DATES INVOICED
12/05/05	82971	CUS - 12/13/05 (*)
12/20/05	83332	

IF YOU HAVE ANY QUESTIONS - PLEASE SEE FRANCIS BERT THOMAS
THANK YOU FOR HAVING YOUR CAR SERVICED AT
MURRAYS FORD!

Thank You!

PAGE 2
LAST PAGE

WHITE = CUSTOMER + WARRANTY CANARY = ACCOUNTING COPY PINK = CUSTOMER MAILER BLUE = SERVICE FILE

MURRAY'S

LOOK FOR US ON THE WORLD WIDE WEB AT <http://www.murraysdubois.com>

ROUTE 219 & I-80 EXIT 97
MURRAY'S FREIGHTLINER



(814) 375-9090
CALL TOLL FREE
1 (888) 371-9707



ROUTE 119 SOUTH - DU BOIS, PA 15801
MURRAY'S FORD LINCOLN
MERCURY, INC.

(814) 371-6600
CALL TOLL FREE
1 (800) 262-2572



MURRAY'S HONDA

(814) 371-5502



Maintain the Quality
with Genuine Honda Parts™

RECOMMENDED REPAIRS:		PROGRAM CODE(S)	
ORIGINAL ESTIMATE \$		REPAIR 1	
AUTHORIZED ADDL REPAIRS \$	ADDL REPAIRS OK'D BY	REPAIR 2	MICRO REFERENCE NUMBER
AUTHORIZED ADDL REPAIRS \$	DRIVERS LIC. NO. OR I.D.	REPAIR 3	APPROVAL CODE OR NO.
TOTAL \$	DATE		COMMITMENT CODE
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		CROSS REFERENCE TO	
X _____ DATE			

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: #83532

SYKEVILLE PA 15865
HOME: [REDACTED]

SYKEVILLE PA [REDACTED]
HOME: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

ADV: 375 CRYTSEY, INVOICE: PRELIM WAR W. NM
MFG: 2A2001 TAX RULES: YN1NN INVOICED: 01/12/2006 16:06:23
ODMETER IN: 3546 DIST: FM
DATES BEGIN: 12/20/05 DONE: 01/12/06

VIN 1FAFP231150 [REDACTED] LICENSE NUMBER: PA [REDACTED]
05 FORD FIVE HNRD SE 4DR SEDN GOLD
STOCK# 00079698
DATES INSERVICE: 080305 PRODUCTION: 021605 SOLD: 080305

CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
51	CLINK NOISE IN REAR	LFT RR SHOCK BINDING	18125A	154	1.1	63.00
51-1	CASTER, CAMBER, TOE-IN - CHECK	SHOCK ABSORBER-REAR - REPLACE	3001A	177	.4	22.93
51-2	TOE-IN - CORRECT		3001A5B	177	.1	5.73

TECH NOTES: RD TST VFY CONCERN CLNK NOISE IN RR OF VEH OVR BMPS CK DASH NO SSMS
TSBS INSTALL CHASIS BARS ON VEH RR STAB BAR LINGS AND RR BKS REMVD INT
TRM REMD TRNG ARM KNUCKLE REMVD LWR ARM TO KNUCKLE REMVD BK
ABSORBER AND SPRG REINSTALLED NEW SHK ABSORBER REINSTALLED TRNG ARM
REINSTALLED LWR ARM REINSTALLED INT ARM TST OK NO NOISE CONCERN
RESOLVED STRG WHL CRACKED CK ALIGNMT 1.5" RR TOE OUT 2 DEG HDJ RR TOE
TO SPEC

Thank You!

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
SFO 561Z 18125 FA			*SHOCK ABS	1	33.02	33.02
PARTS: COUNT	1		ALLOWANCE: 13.21			
			CERT#: 0654			
			CERT#: 7277			

FACTORY

CONCERN CD: NS1
FP-561Z18125FA
REPAIR TYPE 01

COND CODE: 69

44.30
11.00
77.21

SUBTOTAL	
PARTS	46.23
LABOR-MECHANICAL	91.71
TOTAL CHARGE FOR CONCERN	137.94

TYPE: W

WHITE = CUSTOMER + WARRANTY CANARY = ACCOUNTING COPY PINK = CUSTOMER MAILER BLUE = SERVICE FILE

MURRAYS

LOOK FOR US ON THE WORLD WIDE WEB AT <http://www.murraysdubois.com>

ROUTE 219 & I-80 EXIT 97

MURRAYS FREIGHTLINER



(814) 375-9090
CALL TOLL FREE
1 (888) 371-9707



ROUTE 119 SOUTH - DU BOIS, PA 15801

MURRAYS FORD LINCOLN

MERCURY, INC.

(814) 371-6600
CALL TOLL FREE
1 (800) 262-2572



MURRAYS HONDA

(814) 371-5502



Maintain the Quality
with Genuine Honda Parts™

RECOMMENDED REPAIRS:		PROGRAM CODE(S)	
ORIGINAL ESTIMATE \$		REPAIR 1	
AUTHORIZED ADDL REPAIRS \$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	
AUTHORIZED ADDL REPAIRS \$	DRIVERS LIC. NO. OR I.D.	PHONE NO.	
TOTAL \$	DATE	TIME	
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		CROSS REFERENCE TO	
X _____ DATE			
SERVICE INSTALLED PARTS		MICRO REFERENCE NUMBER	
DATE INSTALLED		Authorized Signature and Date	
MO.	DAY	YR.	APPROVAL CODE OR NO.
ACCRUED MILEAGE		COMMITMENT CODE	
OMIT TENTHS			

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W83532

FOR OFFICE USE

VEHICLE INFORMATION

ADV: 375 CRYTSEY, INVOICED: 01/12/2006 16:06:23 MM 05 FIVE HNRD GOLD

LICENSE NUMBER: PA

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W83532

PARTS	46.23
LABOR-MECHANICAL	91.71
TOTAL CHARGE	137.94

PAYMENT DISTRIBUTION FOR INVOICE W83532

TOTAL CHARGE	137.94
FAC WARRANTY	137.94

PREFERRED TREATMENT

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED	ROB	DATES INVOICED
12/05/05	82971	CUS - 12/13/05 (*)
12/05/05	82970	WAR - 12/20/05 (*)

IF YOU HAVE ANY QUESTIONS - PLEASE SEE DONNA J. CRYTSEY

THANK YOU FOR HAVING YOUR CAR SERVICED AT
MURRAYS FORD!

Thank You!

PAGE 2
LAST PAGE

WHITE = CUSTOMER + WARRANTY CANARY = ACCOUNTING COPY PINK = CUSTOMER MAILER BLUE = SERVICE FILE

MURRAY'S

LOOK FOR US ON THE WORLD WIDE WEB AT <http://www.murraysdubois.com>

ROUTE 219 & I-80 EXIT 97

MURRAY'S FREIGHTLINER



(814) 375-9090
CALL TOLL FREE
1 (888) 371-9707

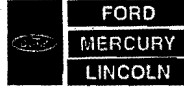


ROUTE 119 SOUTH - DU BOIS, PA 15801

MURRAY'S FORD LINCOLN

MERCURY, INC.

(814) 371-6600
CALL TOLL FREE
1 (800) 262-2572



MURRAY'S HONDA

(814) 371-5502



Maintain the Quality
with Genuine Honda Parts™

RECOMMENDED REPAIRS:				PROGRAM CODE(S)		
ORIGINAL ESTIMATE \$				REPAIR 1		
AUTHORIZED ADDL REPAIRS \$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	SERVICE INSTALLED PARTS	REPAIR 2	MICRO REFERENCE NUMBER	
AUTHORIZED ADDL REPAIRS \$	DRIVERS LIC. NO. OR I.D.	PHONE NO.	DATE INSTALLED	REPAIR 3	Authorized Signature and Date	
TOTAL \$	DATE	TIME	MO. DAY YR.	APPROVAL CODE OR NO. COMMITMENT CODE		
ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE				CROSS REFERENCE TO		
X _____ DATE						

INVOICE TO

DRIVER/OWNER INFORMATION INVOICE: W85403

SYKESVILLE PA 15865

SYKESVILLE PA

FOR OFFICE USE

VEHICLE INFORMATION

ADV: 394 THOMAS, F INVOICE: PRELIM WAR W I MM VIN: 1FAPP23115G LICENSE NUMBER: PA
 MFG: 2A2001 TAX RULES: YNMM INVOICED: 02/23/2006 17:18:11 05 FORD FIVE HWRD SE ADR EDN BULD
 ODOMETER IN: 4371 DIST: FMC STOCK# 000T9698 INV ACCT 7750
 DATES BEGIN: 02/09/06 DONE: 02/23/06 DATES IN SERVICE: 080305 PRODUCTION: 021605 SOLD: 080305

CONCERN 53	CUST STATES THERE IS A CLUNKING NOISE IN THE REAR OF THE VEHICLE.	OPERATION	TECH	HOURS	AMOUNT
CAUSE	RT RR SHK ABSORBER BINDING	18125A	102	.1	5.73
CORRELATION	SHOCK ABSORBER-REAR - REPLACE		166	1.0	57.32

TECH NOTES: TST DR W CUST VFY NOISE RT RR CK OVR RT RR SHK AT FLT ORDERED PART
 REPL RT RR SHK ABSORBER RD TEST FOR NOISE IN RR NOTHING UNUSUAL HEARD
 RD 83332 REPL LFT RR SHK SAME LABOR OF

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
SPO 6617	1812	E	SHOCK ABS	1	33.02	33.02
PARTS: COUNT	1		FINANCE:	3.21		

Thank You!

FACTORY

CONCERN CD: N51 COND CODE: 41
 FP-661718125E LINE AUTH: MM 022206 12:09
 REPAIR TYPE 01 CODES -

SUBTOTAL	46.23
PARTS	46.23
LABOR-MECHANICAL	63.05
TOTAL CHARGE FOR CONCERN	109.28

TYPE: W

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W85403

PARTS 46.23
 LABOR-MECHANICAL 63.05
 TOTAL CHARGE 109.28

PAYMENT DISTRIBUTION FOR INVOICE W85403
 TOTAL CHARGE 109.28
 FAC WARRANTY 109.28

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 INT - INTERNAL

WHITE = CUSTOMER + WARRANTY CANARY = ACCOUNTING COPY PINK = CUSTOMER MAILER BLUE = SERVICE FILE

MURRAY'S

LOOK FOR US ON THE WORLD WIDE WEB AT <http://www.murraysdubois.com>

ROUTE 219 & I-80 EXIT 97
MURRAY'S FREIGHTLINER



(814) 375-9090
CALL TOLL FREE
1 (888) 371-9707



ROUTE 119 SOUTH - DU BOIS, PA 15801
MURRAY'S FORD LINCOLN

MERCURY, INC.
(814) 371-6600
CALL TOLL FREE
1 (800) 262-2572



MURRAY'S HONDA

(814) 371-5502



Maintain the Quality
with Genuine Honda Parts™

RECOMMENDED REPAIRS				PROGRAM CODE(S)		
ORIGINAL ESTIMATE	\$			REPAIR 1		
AUTHORIZED ADDL REPAIRS	\$	ADDL REPAIRS OK'D BY	IN PERSON PHONED	SERVICE INSTALLED PARTS		
AUTHORIZED ADDL REPAIRS	\$	DRIVERS LIC. NO. OR LD.	PHONE NO.	DATE INSTALLED		
TOTAL	\$	DATE	TIME	MO.	DAY	YR.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.				ACCRUED MILEAGE		
X				GROSS REFERENCE TO		
				REPAIR 2	MICRO REFERENCE NUMBER	
				REPAIR 3	Authorized Signature and Date	
				APPROVAL CODE OR NO.		
				COMMITMENT CODE		

INVOICE TO: [REDACTED] SYKESVILLE PA [REDACTED]
 DRIVER/OWNER INFORMATION: [REDACTED] SYKESVILLE PA [REDACTED]
 HOME: [REDACTED] HOME: [REDACTED]

FOR OFFICE USE: ADV: 394 THOMAS, F INVOICE: PRELIM INT W I MM
 NFB: 2A2001 TAX RULES: YN2NN INVOICED: 02/23/2006 17:18:11
 ODOMETER IN: 4371 DIST: FMC
 DATES BEGIN: 02/09/06 DONE: 02/23/06
 VEHICLE INFORMATION: VIN 1FAPP231156 [REDACTED] LICENSE NUMBER: PA [REDACTED]
 05 FORD FIVE HNRD SE 4DR SDN GOLD
 STOCK# 000T9698 INV ACCT 7750
 DATES INSERVICE: 080305 PRODUCTION: 021605 SOLD: 080305

CONCERN 25* RD TEST NOT WARRANTABLE	OPERATION CHECK	TECH 102	HOURS .1	AMOUNT 2.50
CORRECTION RD TEST NOT WARRANTABLE	SUBTOTAL			
TYPE: J	LABOR-MECHANICAL	2.50		
	TOTAL CHARGE FOR CONCERN	2.50		

SUMMARY OF CHARGES FOR INVOICE 185403	GRAND TOTAL	PAYMENT DISTRIBUTION FOR INVOICE 185403
LABOR-MECHANICAL 2.50		TOTAL CHARGE 2.50
TOTAL CHARGE 2.50		INTERNAL 2.50

Thank You!

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 WAR - WARRANTY
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE FRANCIS BERT THOMAS.

PAGE 1
LAST PAGE

WHITE = CUSTOMER + WARRANTY CANARY = ACCOUNTING COPY PINK = CUSTOMER MAILER BLUE = SERVICE FILE

FIVE HUNDRED

2005 SE FWD
5-PASSENGER
3.0L 4V V6 DURATEC ENGINE
AUTO 6-SPEED TRANSMISSION

EXTERIOR
PUEBLO GOLD CLRCT METALLIC
INTERIOR
PEBBLE CLOTH BUCKET

INCLUDED AT NO EXTRA CHARGE

FUNCTIONAL

- P215/60RX17 BSW
- FRONT WHEEL DRIVE
- POWER WINDOWS/LOCKS/MIRRORS
- SPEED CONTROL
- POWER STEERING
- 19.0 GALLON FUEL TANK
- 8 CUP/BOTTLE HOLDERS

SAFETY/SECURITY

- PERSONAL SAFETY SYSTEM
- ANTI-LOCK BRAKING SYSTEM
- LATCH SYSTEM
- SECURILOCK PASS ANTI THEFT
- REMOTE KEY ENT W/2 KEYFOBS
- OCCUPANT CLASSIFICATION SYSTEM

WARRANTY

- 3YR/36000 BUMPER TO BUMPER
- 24 HR ROADSIDE ASSISTANCE

PRICE INFORMATION

Manufacturer's
Suggested Retail Price

STANDARD VEHICLE PRICE

\$22,145.00

INCLUDED ON THIS VEHICLE

- ORDER CODE 100A
- AM/FM/CD RADIO
- ANTI-LOCK BRAKES
- AIR CONDITIONING
- 17 X 7 7-SPOKE ALUM WHEEL
- DAY/NIGHT REAR VIEW MIRROR
- PREMIUM SOUND SYSTEM

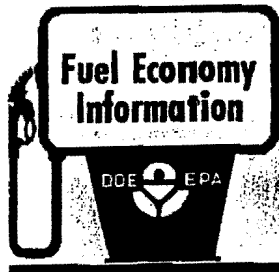
OPTIONAL EQUIPMENT

TRACTION CONTROL

NO CHARGE

TOTAL VEHICLE & OPTIONS 22,145.00
DESTINATION & DELIVERY 650.00

the FREE FUEL ECONOMY GUIDE available at the dealer.



HIGHWAY MPG

29

For more information see
WWW.FUELECONOMY.GOV

FORD FIVE HUNDRED FWD,
ENG., 4 VALVE
(BACK FUEL SYSTEM),
CYLINDERS, FUEL INJECTION,
ALYST 6 SPEED AUTO
TRANSMISSION

For Comparison Shopping

all vehicles classified as
LARGE

have been issued mileage ratings
ranging from 10 to 22 mpg city
and 14 to 32 mpg highway.

Estimated Annual Fuel Cost: \$1125



This vehicle qualifies for auto insurance discounts, call
1-866-367-3131 or visit www.fordautoinsurance.com for
availability in your state.

TROPHY CASE

Largest Trunk in Its Class*
Best-in-Class Passenger Volume*
Best-in-Class Rear Leg Room*

*Class is standard five-passenger large cars.

TOTAL MSRP

\$22,795.00

1EAER23115G

Service Plan is the ONLY service contract backed by Ford and honored by over 5,100
Mercury Dealers. Ask your dealer for prices and additional details or see our
Ford-ESP.com.

SHIP TO (IF OTHER THAN SOLD TO)

SHIP THROUGH ITEM#: 44-A000 O/T 2

FINAL ASSEMBLY POINT

CHICAGO

METHOD OF TRANSP.

CONVOY CF43

ONE

TWO

THIS LABEL IS AFFIXED PURSUANT TO FEDERAL AUTOMOBILE INFORMATION DISCLOSURE ACT. BARGAIN, LICENSE AND TITLE FEES, SALES AND LOCAL, STATE AND DEALER INSTALLED OPTIONS ARE NOT INCLUDED.

5B071 N RA 2X 550 001139 02 07 05

All Action Details for Issue

Print

VIN: 1FAFP23115G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 1478911846
Name: [REDACTED] Owner Status: WSD: 2005-08-03
Symptom Desc: INSTR/DISPLAY ELECTRONIC MESSAGE CENTER Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

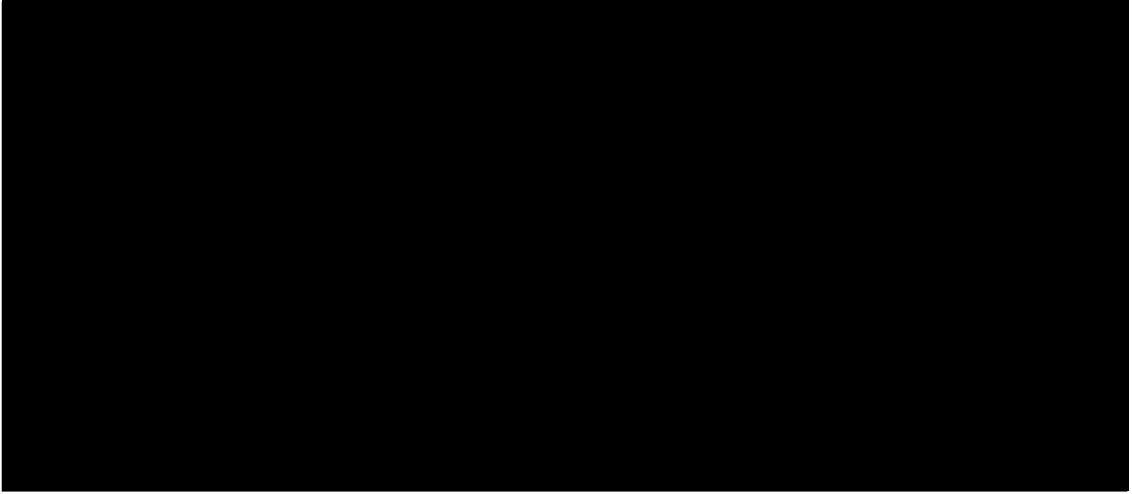
Action: ADVISE CUST THAT INFORMATION WILL BE DOCUMENTED; THANK/APOLOGIZE
Dealer: 07628 MURRAY'S FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 9999 MI Comm Type: PHONE
Analyst Name: MARSHA BROWN (MBROW324) Analyst: MBROW324
Action Date: 07/03/2006 Action Time: 13.18.11.731 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: __ TOOK INTO THE GARAGE AND HAVE NO RESPONSE. __ TOOK IN ON THE 24TH. __ EVERYTHING SHUT DOWN ON THE DASH, NO TURN SIGNALS, __ ELECTRICAL PROBLEMS, 3 TIMES IN DLRSHIP IN PAST. SCARED OF THE VEH AND THESE ELECTRICAL PROBLEMS __ THUMP -THUMP IN BACK OF VEH. NEW STRUTS. (3 TIMES IN FOR THAT). NOW REPAIRED. __ *** SEEKING UPDATE ON VEHICLE. DEALER SAID: DLRSHIP HAS NOT CALLED OR UPDATED. CRC ADVISED: WE RECOMMEND YOUR SERVICE/REPAIR BE PERFORMED BY A FORD/LINCOLN MERCURY DEALERSHIP. I HAVE DOCUMENTED YOUR COMMENTS AND I WILL FORWARD A COPY TO YOUR SERVICING DEALERSHIP OF YOUR CHOICE. PLEASE CONTACT THE DEALERSHIP TO SCHEDULE A SERVICE APPOINTMENT. PLEASE BE ADVISED A DIAGNOSTIC FEE MAY BE CHARGED. IF ADDITIONAL ASSISTANCE IS REQUIRED, WE SUGGEST YOU CONTACT THE SM/CRM. THEY WILL FURTHER ASSIST IN FACILITATING YOUR SERVICE/REPAIR NEEDS. __ ADVISED MURRAY'S FORD LINCOLN MERCURY SERVICE DEPT/ MANAGER NOT IN UNTIL WEDNESDAY/ S/A3007 BLINKER PARKWAY DU BOIS, PA 15801 TEL: (814) 371-6600 __ JUST RECEIVED THE PART TODAY __ PRESENTLY WORKING ON THE VEHICLE. WILL BE READY LATE TODAY OR WEDNESDAY. CUSTOMER REMARKS: __ WANTED TO KNOW IF THIS WAS COMMON WITH THIS VEHICLE. DEALERSHIP EXPRESSED THAT THEY SEE WITH THIS MODEL VEHICLE ALOT. __ ADVISED CUSTOMER THAT RECALLS ARE GENERATED WHEN THEY CALL IN TO CRC WITH CONCERNS AND ARE COMMON. DLRSHIP'S WOULD KNOW MORE ABOUT COMMON CONCERNS SINCE THEY DO REPAIRS. __ NEXT STEPS IS TO CALL DLRSHIP THIS AFTERNOON IF THEY DO NOT HEAR BACK ON STATUS OF REPAIR.

Ford Confidential



BEGINNING OF CONTACT
08/21/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.11

=====

REGION: N1 NEW YORK	OGC ISSUE	CASE NBR: 1796290729.
VIN: 1FMDK05156G [REDACTED]	ZONE: A05	OPENED: 2010/08/20
	ENGINE: 1	VEH TYPE: T
		CLOSED: 2010/08/20

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MRS		MI: A
ADDRESS: [REDACTED]		
CITY: OXFORD	STATE: NJ	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2006	MODEL: FREESTYL	
MILEAGE: 85000		
DEALER NAME: DITSCHMAN/FLEMINGTON	SALES CODE: F13460	P & A: 04216
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 612691 SURGE AT CRUISE COLD ENGINE		

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE
ACTION: T1120 - TIER ONE CLOSE ISSUE
DOCUMENT: ANALYST: CBIGELO1 BIGELOW, CRYSTAL

DATE: 2010/08/20 TIME: 11.29.48 :
ACTION DATA/COMMENTS:

- CALLER [REDACTED]: SPOUSE: [REDACTED] - I FILED A COMPLAINT ON THE FORD WEBSITE.- THE VEHICLE WAS AT THE DEALERSHIP.- THEY CLEANED THE MASS AIR FLOW SENSOR, AND I CLEANED THE THE THROTTAL BODY.- THE DEALERSHIP DID NOT STATE IF I NEEDED A THROTTAL BODY.- I DID LOOK UP INFORMATION ABOUT THIS VEHICLE AND I FOUND THAT THERE HAS BEEN AN ISSUE WITH THE THROTTAL BODY.- THE VEHICLE DID SURGE AND IT HIT SOMETHING.- THE FENDER JUST SNAPPED ON AND THERE IS NO DAMAGE.- I WANT TO FILE A CLAIM ABOUT THIS ISSUE.- RIGHT NOW THE VEHICLE IS NOT SURGING.- DITSCHMAN/FLEMINGTON FORD-LINCOLN-MERCURY215 US 202/31FLEMINGTON NJ 08822(800) 410-2189- CRC ADVISED THAT FORD WORKS WITH THE NHTSA TO WROK WITH RECALLS.-"I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN."**NOTE TO CCR: PLEASE REMEMBER TO VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE."

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
AUG 23 2010
OFFICE OF THE
GENERAL COUNSEL



BEGINNING OF CONTACT
06/07/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.14

=====

REGION: W4 DENVER	OGC ISSUE	CASE NBR: 485453207.
VIN: 1FAFP23115G	ZONE: A10	OPENED: 2011/06/06
	ENGINE: 1	VEH TYPE: C
		CLOSED: 2011/06/06

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MR		MI: E
ADDRESS: [REDACTED]		
CITY: FLORENCE	STATE: AL	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2005	MODEL: FIVEHUND	
MILEAGE: 66000		
DEALER NAME: SILL-TERHAR MOTORS,	SALES CODE: F56012	P & A: 03297
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 620900 ENG SPEED-UP SUDDEN ACCELERATION		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: RRASZIPO RASZIPOVITS, ROBERTA

DATE: 2011/06/06 TIME: 19.06.39 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: MARCUS LUCAS3106333020OTHER - VEH IS WITH C/W.1. DATE OF THE ACCIDENT. -6/6/2011.2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT. -SUDDEN ACCELERATION. HAPPENS WHEN PUTTING VEH INTO GEAR.3. IF THERE WERE ANY INJURIES SUSTAINED. -NO INJURIES.4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED. HAPPEND ON GRAND VIEW RD IN BOULDER, COLORADO.5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. -NO. 6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. -N/A.7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED. -N/A.8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY. -NO.9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. -N/A.10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. -YES.11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). -N/A.12. WHAT THE CUSTOMER IS SEEKING. FIN ASST FOR REPAIRS. DEALER SAID: SILL - TERHAR MOTORS INC150 ALTER STREETBROOMFIELD CO 80020(303) 469-1801CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-ADV OF ABOVE.-CUST ADV TO SEND PACKET TO : 806 MAXWELL AVE BOULDER, CO 80304.-C/W ADV HIS GIRLFRIEND IS THE OWNER'S DAUGHTER AND SHE WILL BE GOING OUT OF COUNTRY.

FORD MOTOR
REC'D
CLASS
JUN 07 2011
OFFICE
GENERAL COUNSEL

CONSUMER AFFAIRS

06/07/2011 FAXOGC2 CONFIDENTIAL



BEGINNING OF CONTACT
09/04/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.05

=====

REGION: S1 ATLANTA	OGC ISSUE	CASE NBR: 1305861310	
VIN: 1FAFP24167G [REDACTED]	ZONE: A02	OPENED: 09/03/2010	
	ENGINE: 1	VEH TYPE: C	CLOSED: 09/03/2010

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MR		MI: M
ADDRESS: [REDACTED]		
CITY: MC CALLA	STATE: AL	ZIP: 35111
HOME PHONE: [REDACTED]		
MODEL YEAR: 2007	MODEL: FIVE HUNDRED SEL FWD4-DR SEDAN	
MILEAGE: 69000		
DEALER NAME: TOWN & COUNTRY FORD	SALES CODE: F21013	P & A: 03365
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 612600 SURGE CRUISE		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: AFUSCO7 FUSCO, ANTHONY

DATE: 09/03/2010 TIME: 17.09.37 :
ACTION DATA/COMMENTS:

FIRE / ACCIDENT A

A
CUSTOMER SAID: --CUST HAS THE VEHICLE AT THE DEALER--VEHICLE SURGING--CUST ADVISED THE CRC THAT THE VEHICLE HIT HER CAR PORT BECAUSE IT ACCELERATED BY ITS SELF--1. DATE OF THE ACCIDENT 09/02/2010 2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT VEHICLE SURGING3. IF THERE WERE ANY INJURIES SUSTAINED NONE4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED AT HOME ADDRESS5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. N/A6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. N/A7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED. N/A8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY. N/A9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. N/A10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. YES11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). 12. WHAT THE CUSTOMER IS SEEKING A LOANER WHILE HER VEHICLE IS BEING FIXED AND HER VEHICLE REPAIRED
DEALER SAID: TOWN & COUNTRY FORD5041 FORD PARKWAYBESSEMER AL 35022(205) 491-0000CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.

CONSUMER AFFAIRS

09/04/2010 FAXOGC2



CALIFORNIA
FLORIDA
INDIANA
MARYLAND
MICHIGAN
MISSOURI



KAHN & ASSOCIATES
L.L.C.

CORPORATE HEADQUARTERS
55 Public Square • Suite 650 • Cleveland, Ohio 44113
Phone: (216) 621-6101 • Fax: (216) 621-6006
www.KahnandAssociates.com

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

VA 2
Enskind
NEW JERSEY
Michael Power (NJ Lic.)
NORTH CAROLINA
PENNSYLVANIA
TENNESSEE
TEXAS
VIRGINIA

RECEIVED

January 11, 2010

VIA FIRST CLASS U.S. MAIL

Ford Motor Company Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

Re: Revocation of Acceptance
Our Client: [REDACTED]
Vehicle: 2006 Ford Freestyle
Date of Purch/Lease: September, 2006
VIN: 1FMDK061X6G [REDACTED]
Current Mileage: 58,000
Our File No: 091096LL / [REDACTED] & A. V. FORD

19 JAN 14 AM 1:20

CONSUMER AFFAIRS
UNIT

Dear Sir/Madam:

Please be advised that this office has been retained by [REDACTED] regarding the above-referenced vehicle which was obtained from Tedd Britt Ford (4175 Auto Park Cir, Fairfax, Virginia 20151-1224). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Engine;
2. Transmission; and
3. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

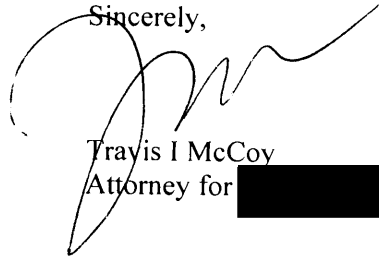
These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Virginia Lemon Law, the Magnuson-Moss Warranty Act and the Virginia Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...." these defects have understandably caused our client

to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that [REDACTED] is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO ONE OF OUR LAW OFFICES.¹

If you wish to resolve this matter expeditiously or merely apprise us of your position, please contact this office as soon as possible. Knowing we have to wait up to forty (40) days for an arbitration decision prior to filing with the court, we will be preparing the arbitration application immediately. If we do not hear anything from you and/or we receive an unfavorable decision from the arbitration panel, we have been directed to commence formal legal proceedings against you.²

Sincerely,



Travis I McCoy
Attorney for [REDACTED]

¹Until this matter is resolved, [REDACTED] reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

²However, if the consumer has already completed the informal arbitration process, we will begin preparing a formal complaint to be filed with the Court in fourteen (14) days.

CUSTOMER NAME/PHONE NUMBER

[REDACTED]

CUSTOMER LIST

ADDRESS

[REDACTED]
FAIRFAX STATION VA [REDACTED]

STATUS

No Open Issues

Ford Confidential

Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone:
Address: [REDACTED] FAIRFAX STATION VA [REDACTED]
Country: USA Language: EN
Cell Phone: [REDACTED] Pager:
Preferred Contact method: Fax:
Preferred Contact Time: Email:

Ford Confidential

Vehicle List

VIN	Year Model	Sales Type	Owner Status	Vehicle Info
1FMDK061X6G [REDACTED]	2006 FREESTYLE No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History
 1FMDK05125G [REDACTED]	2005 FREESTYLE No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History
 2FMZA5343YE [REDACTED]	2000 WINDSTAR No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History

Ford Confidential

ESP / Recall Information

VIN: 1FMDK061X6G [REDACTED]

Contract: 1 of 1

-----ESP Purchase Details-----

Purchaser: [REDACTED]
Plan Type: USA 2006 NEW 60/60,000 P'TRAINCARE W/ROADSIDE
Selling Dealer:
Deductible: 100
Rental: 28
Towing Allowance:

Status: Active
Expiration Date: 2011-09-03
Expiration Miles: 60,000
Plan Year: 2006
Purchase Type: N
Options:

-----ESP Cancellation Details-----

Cancel Date: Process Date:
Refund Percent: Dealer Received Date:
Dealer Credited:

-----Recall Information-----

-----Field Service Action-----

Number	Type	Description	Status	Status Date	Dealer Code
07N10	WARRANTY EXT - SINGLE REPAIR	07N10 CAUTION: MAY NOT NEED REPAIR;SERVICE ONLY IF REAR BRAKE PADS FRICTION MATERIAL IS BELOW 3MM THICKNESS. PLEASE REFER TO DEALER LETTER FOR PROGRAM COVERAGE.	CLOSE - REPAIRED	2007-09-20	00048

VEHICLE DETAIL

VIN: 1FMDK061X6G [REDACTED] Engine: MOD 3.0L DOHC EFI NA V6 G*NAAO
 Make: FORD Transmission: CVT SEL SHFT A/T ZF/FORD A
 Model: FREESTYLE Paint Code/Color: MERLOT
 Year: 2006 Calibration: 5PB1AC0A
 Pay Load: Max Towing Weight:
 GVWR: 05520 Axle Ratio:
 WheelBase: 113 Warranty Start Date: 9/3/2006
 GCWR: Vehicle Build Date: 4/13/2006
 PEP Code: 160A

Selling Dealers Name: TED BRITT FORD SALES, INC.
 Selling Dealers P & A Code: 00048 Selling Dealers Sales Code: F27042
 Selling Dealers Main Phone: 703-591-8484 Selling Dealers Service Phone: 703-591-8484

Vehicle Order Image

1 2 3 4 5 6 7 8 9 10 1 2 3 4 5 6 7 8 9 20 1 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40 1 2 3 4 5 6 7 8 9 50
 K 0 6 6 G A [REDACTED] [REDACTED] [REDACTED] [REDACTED] 1 1 3 3 5 5 B J D 2 1 6 C A 0 5 0 DC G 5 2 C C D U 8 B B
 1 2 3 4 5 6 7 8 9 60 1 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80 1 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100
 F D S 5 6 N C D E C D M D A 2 7 A 0 4 2 R 1 F X A E D 7 B 6 1 1
 1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
 F M D X G 1 1 6 0 A 9 1 C V A
 1 2 3 4 5 6 7 8 9 160

Ford Confidential

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/12/2009 CLOSED	[REDACTED] CLP - IN - SERVICE REPAIR - AT RISK	1FMDK061X6G [REDACTED] 115782408	2006 FREESTYLE	04
10/14/2009 CLOSED	[REDACTED] CRC RELATED - F/M CSR FOLLOWING CONTACT	1FMDK061X6G [REDACTED] 115782408	2006 FREESTYLE	01

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK061X6G [REDACTED] Year: 2006 Model: FREESTYLE Case: 115782408
 Name: [REDACTED] Owner Status: Original WSD: 2006-09-03
 Symptom Desc: ENG SPEED-UP SUDDEN ACCELERATION Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone:
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 09/30/2009

Action: TIER II ESCALATION - PARTS DELAY
 Dealer: 00048 TED BRITT FORD SALES, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 20000 MI Comm Type: PHONE
 Analyst Name: ROSADO, SUSAN Analyst: SROSADO
 Action Date: 09/29/2009 Action Time: 15.21.13.440 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
AL		BEMIS	7036472213	PARENT

Comments CUSTOMER SAID: -UNEXPECTED ACCELERATION WHEN IN GEAR OR REVERSE-CUST TOOK VEH INTO DLRSHIP ON JULY 28, 2009-DLRSHIP DIAGNOSED VEH AS NEEDING A NEW THROTTLE BODY-PART IS ON BACK ORDER-VEH IS STILL AT THE DLRSHIP-DLR COULD NOT PROVIDE CUST WITH A RENTAL VEH-CUST SEEKING A RENTAL VEH OR FOR THE PART TO BE AVAILABLEDEALER SAID: TED BRITT FORD11165 FAIRFAX BOULEVARDFAIRFAX VA 22030(800) 734-4148CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. *****-ADVISED ABOVE-PLEASE CONTACT CUST FATHER AFTER 10 AM EST AT 7036472213

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 00048 TED BRITT FORD SALES, INC. Origin Desc: DEALER
 Odometer: 57290 MI Comm Type: VISIT
 Analyst Name: STEVE SEYMOUR Analyst: S-SEYMOU
 Action Date: 09/29/2009 Action Time: 17.57.33.599 Action Data: No

Comments PART ODERED 07/28/09 (6F9Z-9E926-AA). ON BACK ORDER "SUPPLIER TO BEGIN MANUFACTURING PARTS END OF OCTOBER". COR# 27130. REPAIR NOT COVERED BY ANY WARRANTY.

Action: PARTS ESCALATION
 Dealer: 00048 TED BRITT FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 57290 MI Comm Type: PHONE
 Analyst Name: MOORE-WILSON Analyst: TMOOREW1
 (TMOOREW1),TAMMY
 Action Date: 09/30/2009 Action Time: 08.50.01.079 Action Data: Yes

Comments CCST TAMMY EXT 7023=INITIAL CASE RESEARCH=AWS SHOWS=NO RELATED REPAIRS=GCQIS=NO REPORTS FOUND=OASIS SHOWS= 60/60,000 P*TRAINCARE W/ROADSIDE=WSD 9/3/06==LTV 85=CCST ESCALATED PART THRU E-TRACKER=ISSUE ID 8736688=CCST WAITING RESPONSE FOR ETA OF ARRIVAL

Data Element Name	Data Value
PARTS DISTRIBUTION ETRACKER #:	8736688
PART NUMBER:	6F9Z9E926AA

PART DESCRIPTION:
CRS ESCALATION? (Y/N):
WHY DELAYED?:

THROTTLE BODY
NO
BACK ORDER

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: MOORE-WILSON
(TMOOREW1),TAMMY

Analyst: TMOOREW1

Action Date: 09/30/2009

Action Time:
10.58.58.063

Action Data: Yes

Comments CCST TAMMY EXT 7023=INITIAL CASE RESEARCH=AWS SHOWS=NO RELATED REPAIRS=GCQIS=NO REPORTS FOUND=OASIS SHOWS= 60/60,000 P'TRAIN CARE W/ROADSIDE=WSD 9/3/06==LTV 85=CCST ESCALATED PART THRU E-TRACKER=ISSUE ID 8736688=CCST WAITING RESPONSE FOR ETA OF ARRIVAL==CCST OBC TO CUSTOMER AT AFTER 10AM==CCST TAMMY EXT 7023=OBC TO DLR AND LEFT VM FOR SM STEVE=ADV CUST MAYBE ELIGIBLE FOR RENTAL UNDER EFC 0201351 AS PER FRCS=REQUESTED CALL BACK=OBC TO CUSTOMER FATHER AL BEMIS AT 7036472213=LEFT VM REQUESTING CALL BACK AND CONTACT #=FU SCHEDULED FOR 10/1/09 BY 5PM EST

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-01-2009

TIME OF FOLLOW UP (HH:MM):

17:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: MOORE-WILSON
(TMOOREW1),TAMMY

Analyst: TMOOREW1

Action Date: 09/30/2009

Action Time:
15.29.59.988

Action Data: No

Comments CCST TAMMY EXT 7023=RECEIVED VM FROM C/W MR BEMIS REQUESTING CALL BACK AT 703-647-2213=CCST MADE OBC AND NO ANSWER=LEFT VM ADV CCST RECEIVED VM AND RETURNING CALL-FU SCHEDULED ON PREVIOUS CONTACT

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: MOORE-WILSON
(TMOOREW1),TAMMY

Analyst: TMOOREW1

Action Date: 10/01/2009

Action Time:
10.44.11.609

Action Data: Yes

Comments CCST TAMMY EXT 7023= LIMITED INVENTORY OF THROTTLE BODIES IS EXPECTED EARLY TO MID OCTOBER FROM NEW SUPPLIER . (SDIMITRI) (01-OCT-2009 09:52 AM)=OBC TO 703-647-2213=C/W MR BEMIS=NO ANSWER=LEFT VM REQUESTING CALL BACK=ADV OF EXPECTED ETA AND POSSIBLE RENTAL=FU SCHEDULED 10/2/09=

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-02-2009

TIME OF FOLLOW UP (HH:MM):

17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: MOORE-WILSON (TMOOREW1),TAMMY

Analyst: TMOOREW1

Action Date: 10/01/2009

Action Time: 11.39.46.263

Action Data: Yes

Comments CCST TAMMY EXT 7023= CCST TAMMY EXT 7023=TOOK IBC LIVE FROM C/W MR BEMIS=ADV VEH ACCELERATING WHEN IN REVERSE AND DRIVE=ADV VEH TAKEN TO THE DLR AND FOUND THROTTLE BODY NEED REPLACED=ADV FRUSTRATED AS VEH UNSAFE TO DRIVE AND NO RENTAL VEH=ADV CUST CCST HAS TOUCHED BASE WITH SM AT DLR IN REGARDS TO RENTAL VEH=ADV CUST REPAIR NOT COVERED UNDER POWERTRAIN WARRANTY=ADV CUST THAT THERE IS NOT A 100K MILE WARRANTY UNDER FORD ON THE VEH=ADV CUST TO CHECK CONTRACT AS DLR HAS THE OPTION TO SELL 3RD PARTY ESC=CUST ADV WILL VERIFY WARRANTY=ADV CUST WILL FU 10/5/09 BY 5PM EST TO CHECK IF RENTAL PROVIDED=OBC TO SM STEVE=NO ANSWER-LEFT VM REQUESTING RENTAL REQUEST FOR CUSTOMER IN CUDL=ADV CUSTOMER QUALIFIES AS CUST HAS LTV 85=

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-05-2009
TIME OF FOLLOW UP (HH:MM):	17:00

Action: RENTAL REQUEST - BACKORDER PART

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: DEALER

Odometer: 57290 MI

Comm Type: OTHER

Analyst Name: STEVE SEYMOUR

Analyst: S-SEYMOU

Action Date: 10/01/2009

Action Time: 14.54.56.470

Action Data: Yes

Comments CUSTOMER INQUIRING ABOUT RENTAL. VEHICLE IS NOT AT DEALERSHIP, HOWEVER, CUSTOMER IS NOT DRIVING DUE TO CONCERN WITH THROTTLE BODY. LOOKING FOR ASSISTANCE WITH RENTAL VEHICLE. NO ETA ON PART AVAILABILTY.

Data Element Name	Data Value
PART NUMBER:	6F9Z-9E926-AA
PART DESCRIPTION:	THROTTLE BODY
DOR/COR/ORDER NUMBER:	27130

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: APLICANO, JACQUELINE

Analyst: JAPLICAN

Action Date: 10/01/2009

Action Time: 15.37.11.862

Action Data: Yes

Comments CCS JACKIE X7430OBC TO DLR TED BRITT FORD (703) 673-2300 -LEFT VM FOR SM STEVE- PLS CONTACT X7430 FOR RENTAL ASSISTANCEDLR FU SET FOR 11-16-09 BY 1800

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-16-2009
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: MOORE-WILSON (TMOOREW1),TAMMY

Analyst: TMOOREW1

Action Date: 10/01/2009

Action Time: 15.38.29.633

Action Data: No

Comments CCST TAMMY EXT 7023=OBC TO DLR AT 866-867-9998=LEFT VM FOR SM STEVE ADVISING THAT THE CUSTOMER'S FATHER VERIFIED THAT THE VEH WAS DOWN AT THE DLR=ADV OF UPDATED PART INFO FROM E-TRACKER=OBC TO MR BEMIS AT 7036472213=LEFT VM=ADV CCST UNDER ASSUMPTION THAT VEH IS DOWN AT THE DLR FROM 7/09==ADV CUST VEH NEEDS TO BE AT DLR IF VEH IS NOT DRIVEABLE AND FORD AND DLR CAN MOVE FORWARD IN REGARDS TO RENTAL REQUEST=FU PREVIOUSLY SCHEDULED

Action: RENTAL REQUEST - RENTAL APPROVED

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: APLICANO, JACQUELINE

Analyst: JAPLICAN

Action Date: 10/01/2009

Action Time: 15.54.04.994

Action Data: Yes

Comments CCS JACKIE X7430SP WITH SM-CUS TO ENT-AWARE MUT REL FORM, AWARE MUS TBE FORD VEH-ISSUE SOURCE CODE FORDPDR-AWARE BILLING PROCESS, CONTACT X7430 FOR FRACS ASSISTANCE

Data Element Name	Data Value
-----	-----
FRCS DEALER? (Y/N)	NO
-FRCS DEALER PACODE	
ENTERPRISE? (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: DEALER

Odometer: 57290 MI

Comm Type: VISIT

Analyst Name: STEVE SEYMOUR

Analyst: S-SEYMOU

Action Date: 11/10/2009

Action Time: 07.39.08.756

Action Data: No

Comments CUSTOMER RETURNED VEHICLE TO SHOP TO HAVE REPAIR OF THROTTLE BODY COMPLETED, 11/09/09

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 00048 TED BRITT FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 57290 MI

Comm Type: PHONE

Analyst Name: WILSON, NICHOLAS

Analyst: NWILSO52

Action Date: 11/12/2009

Action Time: 10.12.22.255

Action Data: Yes

Comments CCS NICK X7225. LEFT VM FOR S/M STEVE. ADVISED TO CALL BACK TO CLOSE CASE.|CONTACT NICK AT 866-631-3788X7225 FOR ASSISTANCE.

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	11-13-2009
TIME OF FOLLOW UP (HH:MM):	18:00

Action: PARTS ESCALATION - PART ARRIVAL
Dealer: 00048 TED BRITT FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 57290 MI **Comm Type:** PHONE
Analyst Name: WILSON, NICHOLAS **Analyst:** NWILSO52
Action Date: 11/12/2009 **Action Time:** 10.24.12.187 **Action Data:** Yes

Comments CCS NICK X7225 PART ARRIVAL 11-09

Data Element Name -----	Data Value -----
DATE OF PART ARRIVAL AT DEALERSHIP:	11-09-2009
FORD PART? (Y/N):	YES
AFTERMARKET PART? (Y/N):	NO
CUSTOMER OPTED OUT? (Y/N):	NO

Action: RENTAL REQUEST - RESOLVED
Dealer: 00048 TED BRITT FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 57290 MI **Comm Type:** PHONE
Analyst Name: WILSON, NICHOLAS **Analyst:** NWILSO52
Action Date: 11/12/2009 **Action Time:** 10.24.44.145 **Action Data:** Yes

Comments CCS NICK X7225. CUST. WOULD NOT SIGN MUTUAL RELEASE

Data Element Name -----	Data Value -----
DAYS CUSTOMER IN RENTAL:	0
APPROVED REIMBURSEMENT COST:	00

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK061X6G [REDACTED] Year: 2006 Model: FREESTYLE Case: 115782408
Name: [REDACTED] Owner Status: Original WSD: 2006-09-03
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
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: 5800 MI Comm Type: PHONE
Analyst Name: NABB (HNABB),HEATHER Analyst: HNABB
Action Date: 10/14/2009 Action Time: 14.56.51.320 Action Data: No

Comments CUSTOMER SAID: * SEE HISTORICAL'S *- BEEN TALKING TO WITH SOMEONE AT FORD- SHE NOW REFUSES TO RETURN CALLS- VEH IS NOT DRIVABLE AND NOT SAFE- RECEIVED A RENTAL FORM AND NOT GOING TO SIGN IT BECAUSE - CUST SAYS GOING TO GO GET AN ATTORNEY AND GO AFTER FORDDEALER SAID: * SEE HISTORICAL'S *CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.----- ADVISED CUST THAT CCS TAMMY IS HANDLING CASE AND IS WORKING TO LOCATE PART- ADVISED CUST PER DOCUMENTATION IF VEH IS NOT DRIVABLE, IT WOULD NEED TO BE BROUGHT TO DLRSH FOR RENTAL REQUESTED

Ford Confidential

GCQIS Report Analysis

Indicator Summary

Query Names : *

Folder Number :

Indicator Summary

Download Options

Report Source Code	Report Source Description	Select	Total Indicators
			Total: 0

Requester: LBINGHAM

Indicator Summary

Server: FCWS686

Ford Proprietary, Private

20-Jan-2010

Retention: None

Server: AWS Prod
Claims loaded through: 19-JAN-2010

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 1FMDK061X6G [REDACTED] Veh Line: C/PB - FREESTYLE (D219) 2005-07 [05-07] Body Shell: *
Model Year: 2006 Market Derived: F - FORD Navis Eng Serial No: 070406000027
Veh Type: C Drive Code: C/E - 4 WHL L/H PART TIME DRIVE Engine: C/LD - MOD 3.0L DOHC EFI NA V6 G*NAAO
Inv. Dealer: * Body Cab Style: - 4 DOOR STATION WAGON Transmission: C/AP - CVT SEL SHFT A/T ZF/FORD
Vehicle Status Code: 800 Version/Series: * - [N/A]

Trace Eng Serial No:

-----1-----2-----3-----4-----5-----6-----7-----8

E1221 070406000027 6G 354 BB

Trace Trans Serial No:

A423A206030660650776 6F93 7000 GC 018

BUILD INFORMATION:

Region: NA Plant: AD - CHICAGO PLANT BUILD
Country: USA Prod Date: 13-APR-2006

SALE INFORMATION:

Region: NA Selling Dealer [code]: TED BRITT FORD SALES, INC. [127042 - *]
Country: USA Selling Dlr St/Prov: VA
Buyer St/Prov: *

Arrival Date: 19-APR-2006 Red Carpet Lease: *
Sale Date: 03-SEP-2006 Fleet/Retail/Co. Lease: R
Warranty Start Date: 03-SEP-2006 Modified Vehicle: * Vehicle Count Flag: Y
Orig Warranty Date: 03-SEP-2006 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0
K066GA55773113355B JD2 16CA050 DC G 52CCDU8BBFD S5 6NCDE CDMDA 27A042R 1 FX A ED7B6 11
FMDXG1 160A 91CVA

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/E - ATC/HIGH OUTPUT AC	GVW Code:	
Alternator Amp Rating:	DC	GVW Class Code:	D
Audio Disk:	* - [N/A]	Instrumentation:	* - [N/A]
Axle Ratio:	EGAPP - 5.54 FINAL DRIVE RATIO	Mirror(Driver Side):	DD - DRV PWR/HT/MIR/ALMP/BR SK CAP
Axle Type:	* - [N/A]	Mirror(Psngr Side):	* - [N/A]
Battery Amp Rating:	RO	Paint:	PN3AD - MERLOT
Brake Code:	FBAAD - POWER 4-WHEEL DISC	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	ED - AM/FM STR/CD/CLK/NAVIG SYSTEM
Calibration Code:	5PB1AC0A	Sound System:	AE - AUDIOPHILE SOUND SYSTEM
Color(Accent):	* - [N/A]	Susp Tandem Axle:	
Color(Trim):	000B7 - PEBBLE 01	Tire Manufacturer:	AK - Pirelli
Delivery Type:	0	Tire Brand:	7DF721 - P6 Four Seasons 99T
Driveshaft Code:	*	Tire Size:	D3HCJ - P225/60R18 BSW TIRE
Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Traction Control:	AB - ANTI-SPIN TRACT BRAKES W/O IVD
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Wheel Base:	

TIRE DOT INFORMATION:

LF:	N97DF7214605	RF:	N97DF7214305
LR:	N97DF7214605	RR:	N97DF7212905
LI:	*	RI:	*

SPARE: PC89DBEP1506 **DOT Plant Manufacturer:** N9 - CIA PNEUS TROPICAL NM105 BR. 324 ; FEIRA DE SANTANA ; BAHIA ; BRAZIL

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	Emission Code:	DGA AE - DGA AE
ESP Coverage(Miles):	*	Emission Cert Type:	5
ESP Coverage(Time):	*	Emission Decal Suffix:	NBK
ESP Plan Year:	*	Engine Family:	6FMXV0302EC

ESP Signature Date:

Any comments? You can contact



[webmaster](#)

81077

Server: **AWS Prod**

Claims loaded through: **19-JAN-2010**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-JAN-2010

Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	
1FMDK061X6G	■	PB	C/PB	F	C/FF	*	C/E	AD	C/AP	C/LD	13-04-06	03-09-06	127042	USA	13	5Y02	*	*	*	F09	SXX	V00	*	*
AWS Claim Key:	4545798	Doc #:	61842702	Trx Code:		07N10	Labor Hrs:	3.7	Labor Cost:	358.01	Material Cost:	165.36	Total Cost:	523.37										
Dir Cd-Sub Cd:	00048-*	Name:	TED BRITT FORD SALES, INC.		Ph:	703-5918484	St:	VA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	20-SEP-2007	DIST(Mile):	22763								
Cust Comments:	BRAKE LINING DEPTH																							
Tech Comments:	REAR PADS 3MM, REPLACE BRAKE PADS FRONT AND REAR AND CUT ROTORS PER RECALL 07N10. REPLACED PADS FRONT AND REAR, ROTORS RF1.100, LF1.100 LR.423, LR.424 BEFORE RESURFACING. RF1.090, LF1.090 LR.415, RR.416 AFTER RESURFACING																							

Any comments? You can contact



[webmaster](#)

DEALER 27A 042

VIN

1FMDK061X6G

	Suggested Retail Price	Invoice Amount
K06J FREESTYLE AWD LTD	30580 00	28087 00
2006 MODEL YEAR		
FX MERLOT CLEARCOAT METALLIC		
D7 PEBBLE LEATHER SEATING		
INCLUDED ON THIS VEHICLE		
.ORDER CODE 160A		
.AUDIOPHILE SOUND SYSTEM		
.ANTI-LOCK BRAKES		
.18 X 7 5-SPK BRIGHT ALUM WHL		
.PASSENGER POWER SEAT		
.POWER DRIVER SEAT RECLINER		
.TRACTION CONTROL		
OPTIONAL EQUIPMENT		
991 .3.0L 4V V6 DURATEC ENGINE	NC	NC
44C .CONTINUOUSLY VARIABLE TRANS	NC	NC
T8B .P225/60R18 BSW TIRES	NC	NC
XCD .5.54 RATIO REGULAR AXLE		
JOB #2 ORDER		
175 UNIVERSAL GARAGE DOOR OPENER	150 00	131 00
439 POWER MOONROOF	895 00	779 00
575 AUX CLIMATE CONTROL W/HEAT	650 00	566 00
58N AM/FM/CD/CLK/NAVIGATION SYS	1995 00	1736 00
60D 60/40 SPLIT 3-PASS 2ND ROW	NC	NC
76R REVERSE SENSING SYSTEM	295 00	257 00
87E SAFETY PACKAGE	695 00	605 00
.ANTI-THEFT PERIMETER ALARM		
.SIDE AIR CURTAIN		
.DRIVER/PASSENGER SIDE AIR BAG		
90B MEMORY ADJUSTABLE PEDALS	195 00	170 00
153 FRONT LICENSE PLATE BRACKET	NC	NC
TOTAL OPTIONS	4875 00	4244 00
TOTAL VEHICLE & OPTIONS	35455 00	32331 00
DESTINATION & DELIVERY	700 00	700 00
TOTAL FOR VEHICLE	36155 00	
05 U.S. GAL FUEL CHARGE		11 55
FDAF/LMDA ASSESSMENT		362 00
SHIPPING WEIGHT 4045 LBS.		
TOTAL	36155 00	33404 55

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to					
Ted Britt Ford Sales, Inc. 27A042 11165 Main Street Fairfax VA 22030		Order Type 2	Ramp Code CF03	Batch ID 6D051	Price Level 630
Ship to (if other than above)		Date Inv. Prepared		Item Number	Transit Days
		04	05	06	27-A050
		Ship Through			
Invoice & Unit Identification NO. 1FMDK061X6G	Final Assembly Point CHICAGO	Finance Company and/or Bank COMERICA BANK 090009			

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
1065.00	33404.55	32052.55	32152.55	33345.93

PE11-018 000051LC

This invoice to be used for the billing of vehicles only

Dealer's copy





Office of the General Counsel

PRIVILEGED & CONFIDENTIAL

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

JUL 16 2010 JC

July 8, 2010

[Redacted]
Livonia, MI [Redacted]

RE: 2005 Freestyle

Dear [Redacted]:

Please be advised that Bill Brown Ford has inspected the above named vehicle and has found no evidence of a manufacturing or design defect. Based on our review, we unable to offer assistance and propose no further action.

If you intend to pursue a claim or lawsuit against Ford Motor Company in the future you must preserve the evidence. Inspecting the vehicle does not waive preservation of evidence.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for giving us the opportunity to review your concern.

Sincerely,

Alma Taylor
Alma Taylor
Claims Analyst

IF THE FLOOD MAY COMES OFF THE
PIN THEN THE BRAKE ANACELL ARE TROUBLE
SHOW THIS TO BILL BROWN FORD
THE WILL SHOW YOU THE PIN

ALMA

JUL 16 2010 JC

ASK BILL BROWN FORD TO
SHOW YOU THE PIN UNDER
THE BRAKE MAT, AND WHERE THE
PIN TIE IS. IT STOPS THE MAT
FROM SLIDING AROUND
WITH BRAKE AND ACCELERATOR.

DOES FORD PUT THE PIN IN
AS AN EXTRA PART OR FOR
A REASON

DON CANNIGNE

FROM DON CARRIERE T39 9641913
FREE STYLE VEHICLE

ALMA

JUL 16 2010 JC

THERE IS A FLOOR PAD BENEATH THE BRAKE PEDAL, IT IS HELD IN PLACE BY A PIN THAT IS IN THE FLOOR BOARD.

THE CAR WORKS FINE IF THE PINNED PAD STAYS IN PLACE. THIS IS WHAT BILL FORD IS SHOWING YOU.

IF THE PAD COMES OFF THE PIN IT (THE PAD) SLIDES OVER AND BUNCHES UP OVER THE ACCEL PEDAL AND BELOW THE BRAKE PEDAL, WHICH CAUSES THE CAR TO SPEED UP WHEN THE BRAKE IS PUSHED BECAUSE THE PAD ALSO NOW PRESS ON THE ACCEL. PEDAL. THIS WAS MY PROBLEM.

FORD NEEDS A SAFETY BULLETIN THAT THE PAD AT THE BRAKE PEDAL IS ON A PIN. TOYOTA HAS A SIMILAR PROBLEM WITH SOME VEHICLES AND IN SOME CASES REMOVED THE PAD AND DOES NOT PIN THE PAD.

FORD HAS A PROBLEM AND IS NOT IN CONTROL OF THE SITUATION. MAKE SURE THE PAD STAYS ON THE PIN. YOUR MERO WILL RESULT IN A MAJOR LAWSUIT IF SOMEONE IS SERIOUSLY INJURED OR KILLED BE CAUSE THE PAD IS NOT ON THE PIN. YOUR MERO STATES NO PROBLEMS ERRONEOUSLY AND LEAD TO A SERIOUS LAWSUIT AGAINST FORD ASK BILL BREVIN WHY PAD IS HELD BY A PIN

5/13/10 TO FORD SAFETY

SUBJECT: SERIOUS PROBLEM WITH CARPET CAUGHT UNDER BRAKE PEDAL AND ON TOP OF ACCELERATOR PEDAL. THIS IS A FORD FREESTYLE WITH OVER 50000 MILES.

WHEN I START AND PRESS ON BRAKE CAR ACCELERATES BECAUSE CARPET PUSHES ON ACCELERATOR. THIS HAS CAUSED TWO MINOR ACCIDENTS (TOYOTA) HAS A SIMILAR PROBLEM AND CORRECTED BY REMOVING THE CARPETING UNDER THE PEDALS, TOYOTA HAS HAD SERIOUS ACCIDENTS BECAUSE OF THIS AND FORD WILL SOON HAVE MAJOR TROUBLE

[REDACTED]
LIVONIA MI [REDACTED]
[REDACTED]

CCI

RICHARD NASH
5187 DRYDEN RD, 48107963013
P.O. BOX 187
DRYDEN MI 48428

THIS IS A VERY SERIOUS PROBLEM

A FULL STUDY IS AVAILABLE ON THE COMPUTED UNDER PROBLEMS WITH BRAKE PEDAL AND ACCELERATOR

[REDACTED]



BEGINNING OF CONTACT
07/09/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.16

=====

REGION: G3 CINCINNATI	OGC ISSUE	CASE NBR: 0357981890	
VIN: 1FAFP23196G [REDACTED]	ZONE: A05	OPENED: 07/08/2010	
	ENGINE: 1	VEH TYPE: C	CLOSED: 07/08/2010

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: B
ADDRESS: [REDACTED]		
CITY: ELIZABETH TOWN	STATE: KY	ZIP: 42701
HOME PHONE: [REDACTED]		
MODEL YEAR: 2006	MODEL: FIVE HUNDRED SE FWD 4-DR SEDAN	
MILEAGE: 180000		
DEALER NAME: BOB SWOPE FORD, INC	SALES CODE: F47050	P & A: 05618
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 612500 SURGE ACCELERATION		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: AFUSCO7 FUSCO, ANTHONY

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DATE: 07/08/2010 TIME: 10.12.41 :
ACTION DATA/COMMENTS:

JUL 09 2010

FIRE / ACCIDENT A
CUSTOMER SAID: -- CUST SAYS WHEN THE CUST STEPS ON THE BRAKE THE VEHICLE KEEPS MOVING-- LIGHT CAME ON IN THE FORM OF A WRENCH CAME ON AND THE CUST TOOK THE VEHICLE TO THE DEALER AND THE PART IS ON BACK ORDER--CUST HAS NOW HAD AN ACCIDENT1. DATE OF THE ACCIDENT 7/8/201012. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT THROTTLE BODY ON BACK ORDER AND VEHICLE SURGED FORWARD AND HIT ANOTHER VEHICLE3. IF THERE WERE ANY INJURIES SUSTAINED NO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURREDWALMART IN ELIZBETH TOWN KY5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.NO6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.N/A7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.N/A8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.NO9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.N/A10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.YES
11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING SEEKING REPAIR ON THE VEHICLE AND THE PART TO BE REPLACED SO THE VEHICLE WILL BE SAFE TO DRIVEDEALER SAID: BOB SWOPE FORD INC1307 NORTH DIXIE AVEELIZABETH TOWN KY 42701(270) 737-1000CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE -- OBC TO DEALER TO CONFIRM PART # ON BACK ORDER CARVAN S/A CONFIRMED

OFFICE OF THE
GENERAL COUNSEL

CONSUMER AFFAIRS

07/09/2010 FAXOGC2



RECEIVED

ST

Dobbs Ford

on Mt. Moriah

2515 MT. MORIAH ROAD
MEMPHIS, TN 38115
(901) 362-6364

CUSTOMER #: 2237107

426574

INVOICE

PAGE 1



CORDOVE, TN

HOME: CONT: N/A

BUS: CELL:

SERVICE ADVISOR: 2879 BRIAN KELLY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	07	FORD FIVE HUNDRED	1FAFP241X7G		62029/62047	T2835	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29OCT10 DD			19:00	03NOV10		CASH	03NOV10
R.O. OPENED	READY	OPTIONS:					
12:16	03NOV10	13:38	03NOV10				

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

A CUSTOMER STATES VECHICLE ACCELERATES BY ITSELF
01FOZ GENERAL SERVICE

2469IFEPS (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

62029 CHECK EEC, NO SERVICE CODES, ROAD TEST 18 MILES, COULD NOT
DUPLICATE STATED CONCERN

B** MULTI POINT INSPECTION NOT COMPLETED THIS VISIT
MULTI-N MULTI POINT INSPECTION NOT COMPLETED THIS
VISIT

2469IFEPS (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

Thank you for your business

X
CUSTOMER SIGNATURE

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.

Environmental Compliance Charge: Maintaining and repairing your car inevitably involves the use of chemicals and generation of wastes (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 increases the cost of service. Ordinarily, increased 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 customers would be interested to know that they are helping to pay for a cleaner environment.

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.

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 DISC./MISC.	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

RECEIVED

PT

December 09, 2010

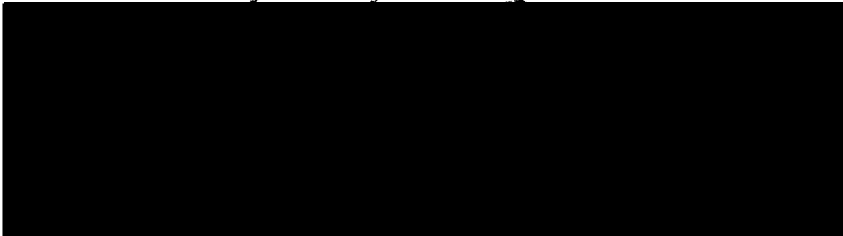
Ms Taylor,

I tried to contact you via the fax number I was provided. I have submitted all paperwork that I could locate.

I do not want to going into all the stressful things I have encountered in dealing with this problem. I do not know the timeframe on such matters as these, but certainly hope it will not be forever as I was told. I currently do not have my car. It is still at the body shop, because no one will tell me the car is safe to drive, but will instruct me to drive the car until it accelerates again. I get to work the best way I can.

You have my contact info. It does appear that the General Council Office does everything by third class mail, so it could be January before I get a letter mailed in December.

Thank you for your assistance.





Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

October 5, 2010

[Redacted]

Cordova, TN [Redacted]

RE: 2007 Five Hundred

VIN: 1FAFP241X7G [Redacted]

Dear [Redacted]:

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a fair and timely manner.

If you have turned any portion of this matter over to your insurance company, and should you or your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you intend to pursue a claim directly, we request that you provide us with all the following information by completing and returning this form:

To begin our evaluation, we will need the following documents:

- A copy of the police/fire report. *NO property damage, death, or injuries not required*
- A copy of the title and vehicle registration. *lender has title*
- A separate sheet of paper providing a complete description of the incident.
- Medical records for each person alleged injured from all treating physicians/facilities. ✓
- Medical bills for each person alleged injured from all treating physicians/facilities.
- Original photographs or laser copies of the vehicle's collision/fire damage from several different angles. ✓
- Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas. ✓
- A copy of your expert's report and the expert's original photographs. *Not Available*
- Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- Complete service history for vehicle including maintenance items.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.

For each person alleged injured provide the following: (If there are additional names Continue on back.)

[Redacted]

Full Legal Name:

Address: [redacted] Address: _____
Spouse's Name: _____ Spouse's Name: _____

DOB: 5-7-57 DOB: _____

Soc Security#: [redacted] Soc Security#: _____

Gender: Female Gender: _____

Occupation: Cust. SVC Occupation: _____

Injury: Spranded Back Injury: _____

Health Insurance Provider: Cigna Health Insurance Provider: _____

Is the injured party receiving Medicare benefits NO
If so, state the name of the person(s) _____

Is the injured party receiving Worker Compensation benefits NO
If so, state the name of the person(s) _____

Has the injured party received more than 24 months of social security disability benefits prior to the incident NO
If yes, state the name of the person(s) _____

Due to Medicare reporting requirements, we cannot evaluate your claim until you provide the above requested information. If it is determined that you are a Medicare beneficiary, please be aware that pursuant to the Medicare Secondary Payer Act (MSP) Medicare has a statutory right to recover any conditional payments it has made with respect to your injury. Further, should a settlement be reached in this claim, Ford will not enter into any settlement agreement until Ford has been assured that Medicare's interests are protected.

payme.

1. What are you seeking from Ford Motor Company in this matter?
Get me out of this car - I have no more money
2. What is the alleged defect: car accelerated on its own.
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. What was the **city, state** and **date** of occurrence: Memphis, Tn
5. What was the mileage at time of occurrence: btwn 60 - 61,000
6. List all after market additions or modifications that were made to the vehicle:
Window tint
7. Was the engine running? (circle one) yes or No
8. Were the keys in the ignition? (circle one) yes or No
9. Was this vehicle purchased new or used: used
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: 3-30-10 47,980 Carmax - Memphis Tn

11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).

Dobbs Ford Body Shop/collision - 2525 Mt. Moriah
Memphis Tn

12. Has an insurance company been advised of this incident? Yes No

13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number. Cim# [redacted] 38118
Scotty
Ruthledge
901-463-0600

Geico - 1 Geico Plaza Bethesda MD 20810

14. Please provide the names and contact information of any witnesses to the incident?

[redacted] address N/A

Progressive Ins. Policy # 1 J4GK8K02W [redacted]

Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern can not be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

Once we are in receipt of all the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,

AT/ht

Alma Taylor
Legal Analyst- OGC Product Claims



FAX

To: Alma Taylor

From: [REDACTED]

Fax: 313-845-5555

Date: December 7, 2010

Phone:

Pages: 2

Re:

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Plate No. [REDACTED] Reprinted 12/07/2010
at 107 by 8V

VIN
1 F A F P 2 4 1 X 7 G [REDACTED]

Title No.	Class	State Class
80257847	PRI	1000

Renewal Fee	City Fee	Wheel Tax
\$24.00	\$30.00	\$50.00

Decal Validation No.		Date of Issue			Registration Expires		
112150467		12/07/2010			04/30/2011		
Previous Plate No.		Color	Make	Year	Body	Model	
		GRY	FORD	2007	4D	500	
Issue Year	Company Vehicle No.		Principal Driver's License				
2006							
Location	County Clerk		County		Acct No.		
8V107	WAYNE MASHBURN		SHELBY		79		

CAROLYN MILAM COLEMAN
324 MIDLANDS CIR
CORDOVA, TN 38018-8124

TENNESSEE DEPARTMENT OF REVENUE



X

Signature

REV 05/08

Tear Below Dotted Line

Plate No. [REDACTED] Reprinted 12/07/2010
at 107 by 8V

VIN
1 F A F P 2 4 1 X 7 G [REDACTED]

Title No.	Class	State Class
80257847	PRI	1000

Renewal Fee	City Fee	Wheel Tax
\$24.00	\$30.00	\$50.00

Certificate of Vehicle Registration Renewal

Decal Validation No.		Date of Issue			Registration Expires		
112150467		12/07/2010			04/30/2011		
Previous Plate No.		Color	Make	Year	Body	Model	
		GRY	FORD	2007	4D	500	
Issue Year	Company Vehicle No.		Principal Driver's License				
2006							
Location	County Clerk		County		Acct No.		
8V107	WAYNE MASHBURN		SHELBY		79		

[REDACTED]
CORDOVA, TN

TENNESSEE DEPARTMENT OF REVENUE



X

Signature

REV 05/08

Tear Below Dotted Line

Plate No. [REDACTED] Reprinted 12/07/2010
at 107 by 8V

VIN
1 F A F P 2 4 1 X 7 G [REDACTED]

Title No.	Class	State Class
80257847	PRI	1000

Renewal Fee	City Fee	Wheel Tax
\$24.00	\$30.00	\$50.00

Certificate of Vehicle Registration Renewal

Decal Validation No.		Date of Issue			Registration Expires		
112150467		12/07/2010			04/30/2011		
Previous Plate No.		Color	Make	Year	Body	Model	
		GRY	FORD	2007	4D	500	
Issue Year	Company Vehicle No.		Principal Driver's License				
2006							
Location	County Clerk		County		Acct No.		
8V107	WAYNE MASHBURN		SHELBY		79		

[REDACTED]
CORDOVA, TN

TENNESSEE DEPARTMENT OF REVENUE



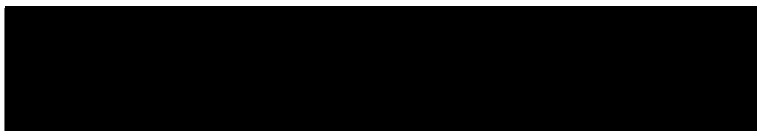
X

Signature

REV 05/08

Recap of my accident

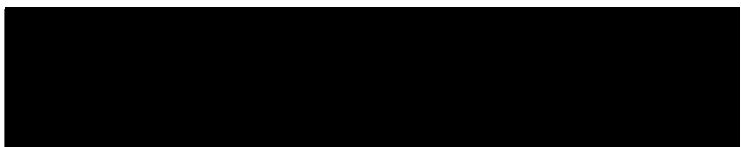
On Saturday, October 2, 2010 around 1200 noon, I was traveling on Interstate 240 going west. Between the intersections of Airways and Lamar Ave an accident had taken place. The traffic was backed up about 1.5 miles. Many of the drivers, me included begin to get off the expressway using the emergency lane of Interstate 240 taking the Lamar Ave exit. I steered my car into the far right lane of the Interstate, on into the emergency lane. I slowly begin to back up as the other cars were doing, while watch for the on coming traffic. Other drivers were still pulling over and merging into the emergency lane from whatever point they were closest too. While steering the car in reverse slowly, suddenly the car begin to pick up speed. It took me a second to notice the change in speed, I was consecrating on the on coming traffic. I applied the break, which made the car stop suddenly, snatching me forward. I proceeded to back up again, still going slow, the car picked up speed again like a race horse. I looked at the dashboard quickly, I noticed the RPM hand was going up and down, the accelerator went to the floor, and the shifter was moving from reverse to low. I quickly, looked behind me and saw a small SUV (Jeep Liberty) which had slowed down and than stopped in the emergency lane, right in the path of my car. I started trying to maneuver my car around the SUV to keep from hitting it. Suddenly, the car went into a spin striking the SUV on the right side and I went into the ditch. I my car was still running. By now I am running on pure adrenaline. My mind told me to drive the car out of the ditch and park it on the side of the Lamar exit, which I did. (I had almost made it to this exit) I have never been in a runaway car before. I proceeded to check on the other lady to see if she was okay. She stated that "she was fine" and asked me "why was I going so fast"? I told her it was "not me, the car took off on its own". We proceeded to contact our Insurance companies and exchange information, Ms McClore than left the seen. I was able to drive my car home, and did not get back into. My insurance agent told me not to allow anyone to tamper with the car, because she felt Ford would want to inspect it. On Monday October 4th, I had Geico, my insurance company; arrange to have my car towed from my home to Dobbs Ford in Bartlett, TN by Carr's Towing Service.



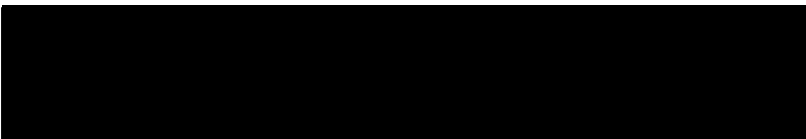
12/6/2010



10.21.2010 00.36



12/6/2010



12/6/2010



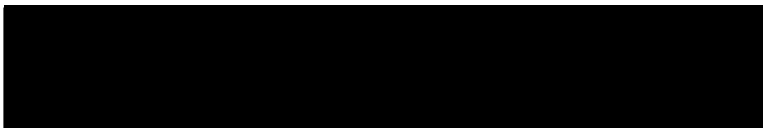
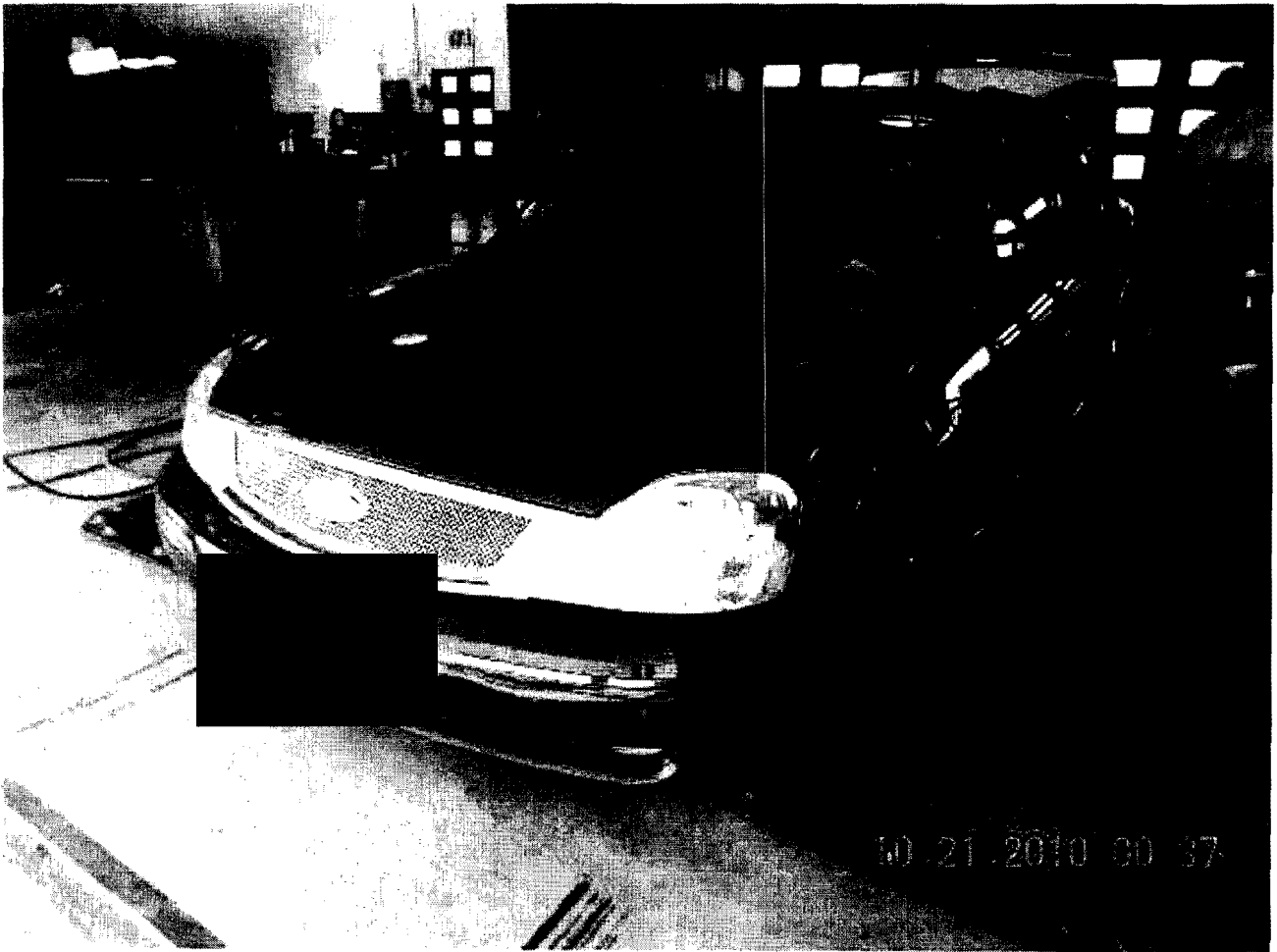
12/6/2010



12/6/2010



12/6/2010



12/6/2010



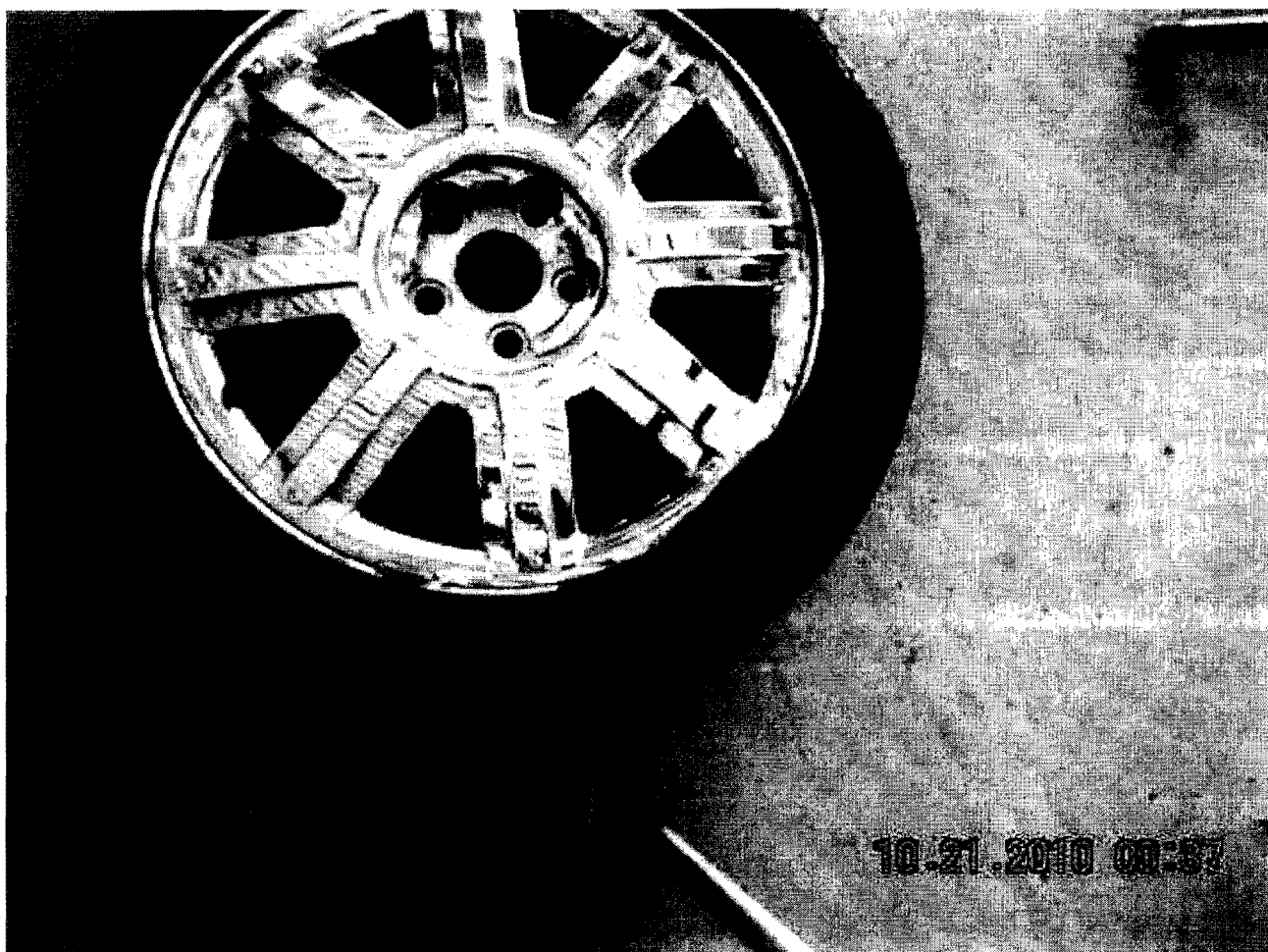
10-21-2010 00:87



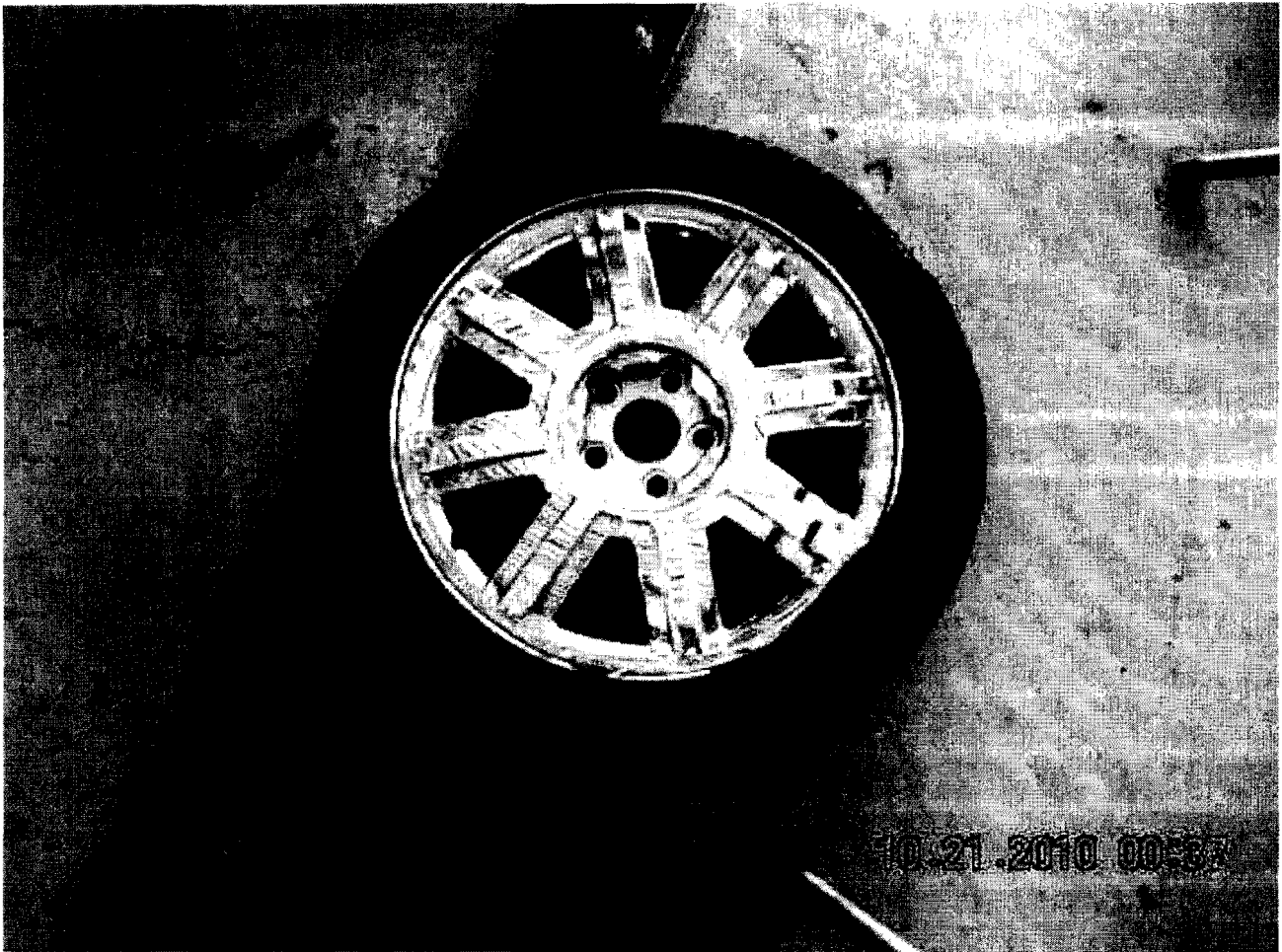
12/6/2010



12/6/2010



12/6/2010



h [REDACTED]

12/6/2010

INVOICE # 243557

CARMAX SERVICE CENTER

7771 HIGHWAY #64
MEMPHIS, TN 38133
Phone: (901)382-1315 Fax: (901)385-4446
Location: 7218

Repair Order Open Date:
8:27 am 08/13/10

Repair Order Invoice Date:
11:57 am 08/13/10

Service Employee: GREG BOWSER

Page 1 of 1

Name: [REDACTED]	Year: 2007	Make: FORD	Model: FIVE HUNDRED
Address: [REDACTED]	VIN No: 1FAFP241X7G [REDACTED]	Color: GRAY	ESP Number:
Phone: [REDACTED] (contact) [REDACTED]	License Plate:	Mileage in: 58423	Out: 58424
		Sale Date: 03/30/10	

LABOR

PARTS*

Technician	Labor Description	Time	Cost	Quantity	Part No.	Description	Condition	Charge
	CONCERN: C/S WHEN FOOT IS ON BRAKE FEELS LIKE CAR LUNGES FOWARD CHECK IDENTIFIX FOR CONCERNS							
	CAUSE: not sure this vehicle will need to go to dealer							
Ray, W	R RIDE / HANDLING	0.0	\$0.00					
Ray, W	C DIAGNOSE - RIDE / HANDLING - OPERATION	0.5	\$17.50					
	CORRECTION: take to dealer							
	CONCERN: C/S LIGHTS IN SPEED O METER ARE BURNED OUT							
	CAUSE: Technician Documentation Required							
Ray, W	R ELEC. (CONTROLS / FEATURES) ENTERTAINMENT SYS	0.0	\$0.00					
	CORRECTION: Technician Documentation Required							

LABOR TOTAL

0.5 \$17.50

PARTS TOTAL

\$0.00

*All parts are new unless otherwise noted.

CarMax provides a Limited Warranty for all parts purchased at CarMax and all automotive service work performed by CarMax for a period of 6 months or 6,000 miles, whichever comes first. The full text of this Limited Warranty is set forth on the last page of this repair invoice.

If your original estimated repair charge was revised, please sign the following:

I acknowledge notice and oral approval of an increase in the original estimated price.

(Customer Signature or Initials)

I acknowledge receiving a copy of this invoice.

Customer Signature

Date

ITEM	TOTAL
LABOR	\$17.50
PARTS	\$0.00
SUBLET Labor: \$0.00 Parts: \$0.00	\$0.00
OTHER	
TOTAL CHARGES	\$17.50
EXTENDED SERVICE PROTECTION (LESS)	\$0.00
EXTENDED SERVICE PROTECTION DEDUCTIBLE: \$0.00	
MANUFACTURER WARRANTY	\$0.00
CUSTOMER NO CHARGE	\$17.50
SALES TAX	
LABOR	\$0.00
PARTS	\$0.00
SUBLET	\$0.00
OTHER	\$0.00
USE TAX: \$0.00	
TOTAL TAX	\$0.00
TOTAL FEES	\$0.00
PLEASE PAY THIS AMOUNT	\$0.00

INVOICE # 243557

CARMAX SERVICE CENTER

7771 HIGHWAY #64
MEMPHIS, TN 38133
Phone: (901)382-1315 Fax: (901)385-4446
Location: 7218

Repair Order Open Date:
8:27 am 08/13/10

Repair Order Invoice Date:
11:57 am 08/13/10

Service Employee: GREG BOWSER

Page 1 of 1

Name: [REDACTED]	Year: 2007	Make: FORD	Model: FIVE HUNDRED
Address: [REDACTED] CORDOVA, TN [REDACTED]	VIN No: 1FAFP241X7G [REDACTED]	Color: GRAY	ESP Number:
Phone: [REDACTED] (contact) [REDACTED]	License Plate:	Mileage in: 58423	Out: 58424
		Sale Date: 03/30/10	

LABOR

PARTS*

Technician	Labor Description	Time	Cost	Quantity	Part No.	Description	Condition	Charge
	CONCERN: C/S WHEN FOOT IS ON BRAKE FEELS LIKE CAR LUNGES FOWARD CHECK IDENTIFIX FOR CONCERNS							
	CAUSE: not sure this vehicle will need to go to dealer							
Ray, W	R RIDE / HANDLING	0.0	\$0.00					
Ray, W	C DIAGNOSE - RIDE / HANDLING - OPERATION	0.5	\$17.50					
	CORRECTION: take to dealer							
	CONCERN: C/S LIGHTS IN SPEED O METER ARE BURNED OUT							
	CAUSE: Technician Documentation Required							
Ray, W	R ELEC. (CONTROLS / FEATURES) ENTERTAINMENT SYS	0.0	\$0.00					
	CORRECTION: Technician Documentation Required							

LABOR TOTAL

0.5 \$17.50

PARTS TOTAL

\$0.00

*All parts are new unless otherwise noted.

CarMax provides a Limited Warranty for all parts purchased at CarMax and all automotive service work performed by CarMax for a period of 6 months or 6,000 miles, whichever comes first. The full text of this Limited Warranty is set forth on the last page of this repair invoice.

If your original estimated repair charge was revised, please sign the following:

I acknowledge notice and oral approval of an increase in the original estimated price.

(Customer Signature or Initials)

I acknowledge receiving a copy of this invoice.

Customer Signature

Date

ITEM	TOTAL
LABOR	\$17.50
PARTS	\$0.00
SUBLET Labor: \$0.00 Parts: \$0.00	\$0.00
OTHER	
TOTAL CHARGES	\$17.50
EXTENDED SERVICE PROTECTION (LESS)	\$0.00
EXTENDED SERVICE PROTECTION DEDUCTIBLE: \$0.00	
MANUFACTURER WARRANTY	\$0.00
CUSTOMER NO CHARGE	\$17.50
SALES TAX	
LABOR	\$0.00
PARTS	\$0.00
SUBLET	\$0.00
OTHER	\$0.00
USE TAX: \$0.00	
TOTAL TAX	\$0.00
TOTAL FEES	\$0.00
PLEASE PAY THIS AMOUNT	\$0.00

LIMITED WARRANTY

ALL PARTS AND SERVICES

CarMax warrants that all services and repairs conducted at its store locations will be free from defects in materials and workmanship for a period of 6 months or 6,000 miles, whichever comes first, from the date of the repair purchase. Any mechanical problem covered by this warranty shall be repaired by adjustment, replacement or repair of the part(s) and the labor required to make the repair. The warranty repairs shall be performed by a CarMax facility or a third party selected by CarMax to make such repairs, as determined by CarMax in its sole discretion. This warranty extends to the original customer only, and the repair invoice must be presented by the original customer at the time a warranty repair is requested. Some parts, such as shocks, tires, mufflers and batteries, may have additional coverage under the manufacturer's warranty.

WARRANTY LIMITATIONS

This warranty is not transferable and does not apply as follows:

- a. To any vehicle used for commercial purposes;
- b. To problems resulting from work performed by repair facilities other than CarMax;
- c. When customer fails to have services or repairs performed which are recommended for satisfactory performance of the covered parts or services;
- d. When the repair is required due to neglect or abuse in the operation of the vehicle; or
- e. When the repair is required due to accident, fire, theft or vandalism.

THIS IS THE ONLY EXPRESS WARRANTY MADE BY CARMAX. NO OTHER WARRANTY OF ANY KIND IS MADE UNLESS EXPRESSLY PROVIDED HEREIN. ANY AND ALL IMPLIED WARRANTIES APPLICABLE TO THE PRODUCTS AND SERVICES WARRANTED HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. To the extent permitted by applicable law, CarMax shall not be liable for any damages relating to the loss of use of the products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSIONS OR LIMITATIONS ON RELIEF SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Prior written or oral statements, negotiations, communications or representations regarding warranties have been merged into or superseded by this writing, and if not included in this writing, they shall not be binding. This is the total agreement about any and all warranties relating to the products and services warranted hereunder.

WARRANTY REPAIR PROCEDURE

If you experience a problem covered by this limited warranty, contact the local CarMax Service Center that performed the repairs. If this is not possible, contact the CarMax Service Center nearest you. To obtain information on this limited warranty or the locations of CarMax Service Centers, please contact CarMax at (901) 382-1315. Please have the invoice number available. It is 243557. CarMax will schedule your warranty repairs as soon as possible. You will then need to take your vehicle in for the warranty repair work to be performed.

INVOICE # 237716

CARMAX SERVICE CENTER

7771 HIGHWAY #64
MEMPHIS, TN 38133
Phone: (901)382-1315 Fax: (901)385-4446
Location: 7218

Repair Order Open Date:
7:33 am 04 / 15 / 10

Repair Order Invoice Date:
11:02 am 04 / 15 / 10

Service Employee: GREG BOWSER

Page 1 of 2

Name: [REDACTED]	Year: 2007	Make: FORD	Model: FIVE HUNDRED
Address: [REDACTED]	VIN No: 1FAFP241X7C [REDACTED]	Color: GRAY	ESP Number:
Phone: [REDACTED] (contact) (901) 752-8809	License Plate:	Mileage in: 49743	Out: 49747
		Sale Date: 03/30/10	

LABOR

PARTS*

Technician	Labor Description	Time	Cost	Quantity	Part No.	Description	Condition	Charge
	<p>CONCERN: C/S WHEN FOOT IS ON BRAKE PUTTING IN GEAR FEELS LIKE CAR LURGES FOWARD OR IN REVERSE BACKWARDS</p> <p>CAUSE: COULD NOT FIND ANY PROBLEMS AT THIS TIME...</p>							
Ray, W	W DIAGNOSE - RIDE / HANDLING - OPERATION	0.5	\$20.50					
	CORRECTION: TEST DROVE AND CHECKED ALL FRONT END PARTS							
	<p>CONCERN: C/S WHEN APPLYING THE BRAKES THERE IS A POPPING SOUND.</p> <p>CAUSE: BRAKES GOOD NO PROBLEMS FOUND AT THIS TIME</p>							
Ray, W	W DIAGNOSIS - BRAKE NO REPAIR - DIAGNOSTIC: BRAKES	0.6	\$24.60					
Ray, W	W BRAKE - NO REPAIR	0.0	\$0.00					
Ray, W	W DIAGNOSE - RIDE / HANDLING - OPERATION	0.0	\$0.00					
	CORRECTION: BRAKES GOOD NO PROBLEMS FOUND AT THIS TIME							
	<p>CONCERN: GET KEYLESS ENTRY CODE FOR DOOR... 33537</p> <p>CAUSE: Technician Documentation Required</p>							
Ray, W	W ENGINE UNDER HOOD NOISE	0.0	\$0.00					

[base]

Standard Invoice

INVOICE # 237716

CARMAX SERVICE CENTER

7771 HIGHWAY #64
MEMPHIS, TN 38133
Phone: (901)382-1315 Fax: (901)385-4446
Location: 7218

Repair Order Open Date:
7:33 am 04/15/10

Repair Order Invoice Date:
11:02 am 04/15/10

Service Employee: GREG BOWSER

Page 1 of 2

Name: [REDACTED]	Year: 2007	Make: FORD	Model: FIVE HUNDRED
Address: [REDACTED]	VIN No: 1FAFP241X7G [REDACTED] 7	Color: GRAY	ESP Number:
Phone: [REDACTED] - [REDACTED] (contact) ([REDACTED] - [REDACTED])	License Plate:	Mileage in: 49743	Out: 49747
		Sale Date: 03/30/10	

LABOR

PARTS*

Technician	Labor Description	Time	Cost	Quantity	Part No.	Description	Condition	Charge
	CONCERN: C/S WHEN FOOT IS ON BRAKE PUTTING IN GEAR FEELS LIKE CAR LURGES FOWARD OR IN REVERSE BACKWARDS CAUSE: COULD NOT FIND ANY PROBLEMS AT THIS TIME...							
Ray, W	W DIAGNOSE - RIDE / HANDLING - OPERATION	0.5	\$20.50					
	CORRECTION: TEST DROVE AND CHECKED ALL FRONT END PARTS							
	CONCERN: C/S WHEN APPLYING THE BRAKES THERE IS A POPPING SOUND. CAUSE: BRAKES GOOD NO PROBLEMS FOUND AT THIS TIME							
Ray, W	W DIAGNOSIS - BRAKE NO REPAIR - DIAGNOSTIC: BRAKES	0.6	\$24.60					
Ray, W	W BRAKE - NO REPAIR	0.0	\$0.00					
Ray, W	W DIAGNOSE - RIDE / HANDLING - OPERATION	0.0	\$0.00					
	CORRECTION: BRAKES GOOD NO PROBLEMS FOUND AT THIS TIME							
	CONCERN: GET KEYLESS ENTRY CODE FOR DOOR... 33537 CAUSE: Technician Documentation Required							
Ray, W	W ENGINE UNDER HOOD NOISE	0.0	\$0.00					

[base]

Standard Invoice

LIMITED WARRANTY

ALL PARTS AND SERVICES

CarMax warrants that all services and repairs conducted at its store locations will be free from defects in materials and workmanship for a period of 6 months or 6,000 miles, whichever comes first, from the date of the repair purchase. Any mechanical problem covered by this warranty shall be repaired by adjustment, replacement or repair of the part(s) and the labor required to make the repair. The warranty repairs shall be performed by a CarMax facility or a third party selected by CarMax to make such repairs, as determined by CarMax in its sole discretion. This warranty extends to the original customer only, and the repair invoice must be presented by the original customer at the time a warranty repair is requested. Some parts, such as shocks, tires, mufflers and batteries, may have additional coverage under the manufacturer's warranty.

WARRANTY LIMITATIONS

This warranty is not transferable and does not apply as follows:

- a. To any vehicle used for commercial purposes;
- b. To problems resulting from work performed by repair facilities other than CarMax;
- c. When customer fails to have services or repairs performed which are recommended for satisfactory performance of the covered parts or services;
- d. When the repair is required due to neglect or abuse in the operation of the vehicle; or
- e. When the repair is required due to accident, fire, theft or vandalism.

THIS IS THE ONLY EXPRESS WARRANTY MADE BY CARMAX. NO OTHER WARRANTY OF ANY KIND IS MADE UNLESS EXPRESSLY PROVIDED HEREIN. ANY AND ALL IMPLIED WARRANTIES APPLICABLE TO THE PRODUCTS AND SERVICES WARRANTED HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. To the extent permitted by applicable law, CarMax shall not be liable for any damages relating to the loss of use of the products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSIONS OR LIMITATIONS ON RELIEF SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Prior written or oral statements, negotiations, communications or representations regarding warranties have been merged into or superseded by this writing, and if not included in this writing, they shall not be binding. This is the total agreement about any and all warranties relating to the products and services warranted hereunder.

WARRANTY REPAIR PROCEDURE

If you experience a problem covered by this limited warranty, contact the local CarMax Service Center that performed the repairs. If this is not possible, contact the CarMax Service Center nearest you. To obtain information on this limited warranty or the locations of CarMax Service Centers, please contact CarMax at (901) 382-1315. Please have the invoice number available. It is 243557. CarMax will schedule your warranty repairs as soon as possible. You will then need to take your vehicle in for the warranty repair work to be performed.

BEGINNING OF CONTACT
10/05/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.04

=====

REGION: C3 MEMPHIS	OGC ISSUE	CASE NBR: 0365162770
VIN: 1FAPP241X7G [REDACTED]	ZONE: A01	OPENED: 10/04/2010
	ENGINE: 1	VEH TYPE: C
		CLOSED: 10/04/2010

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: V
ADDRESS: [REDACTED]		
CITY: CORDOVA	STATE: TN	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2007	MODEL: FIVE HUNDRED SEL FWD4-DR SEDAN	
MILEAGE: 62000		
DEALER NAME: DOBBS FORD LINCOLN	SALES CODE: F23002	P & A: 04357
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 612500 SURGE ACCELERATION		

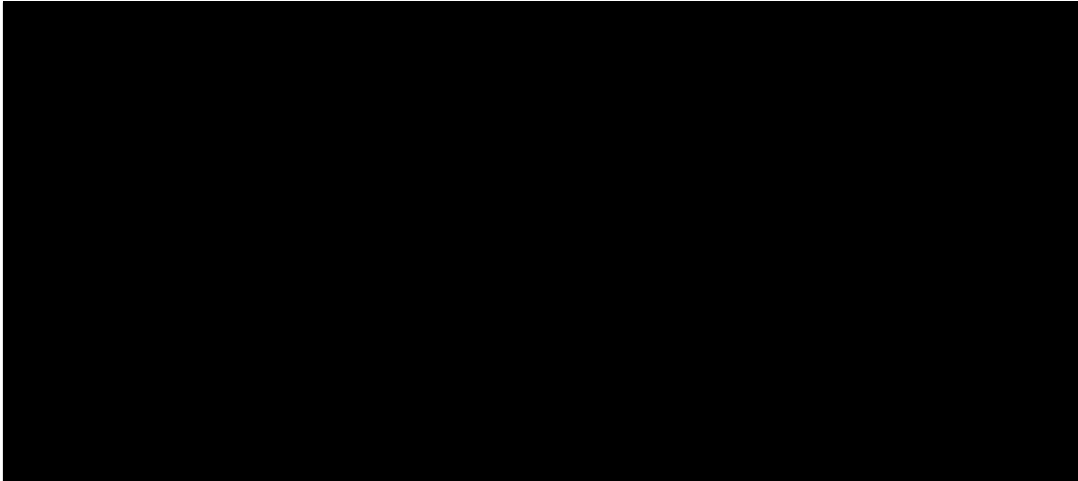
ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: BROBE135 ROBERTSON, BREANN

DATE: 10/04/2010 TIME: 10.08.34 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: 1. DATE OF THE ACCIDENT-10/2/2010-11:50AM2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT--BACKING UP TO GET ON AN EXIT--STARTED TO BACK UP SLOWLY--ALL OF A SUDDEN VEH TOOK OFF BACKWARDS--CUST HIT BRAKES AND PEDAL HIT THE FLOOR--HIT BRAKES AND IF LET GO OF BRAKES THE VEH WOULD LUNGE--WAS THROWN INTO THE DITCH--VEH HIT ANOTHER VEH3. IF THERE WERE ANY INJURIES SUSTAINED--BACK IS HURTING--DID NOT GO TO THE HOSPITAL4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED--INTERSTATE 2405. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.-NO6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.-NO7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.-N/A8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-YES9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.-JUST FILLED IT ON SATURDAY, INSURANCE HAS NOT CONTACTED CUSTOMER, CUST HAS A LOANER VEH FROM INSURANCE COMPANY10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.-VEH IS WITH CUSTOMER, HAS NOT BEEN TO BODY SHOP YET11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).-N/A12. WHAT THE CUSTOMER IS SEEKING -CUSTOMER SEEKING WHY THIS HAPPENED--CUSTOMER HAD THIS VEH DIAGNOSED FOR SURGE AND LUNGING ISSUES IN JULY AT AN INDEPENDENT AND NEVER GOT IT REPAIRED BECAUSE IT IS HER ONLY VEH AND HAD NO TIME TO DO SOCR ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.-CCR ADVISED CUSTOMER OF ABOVE

CONSUMER AFFAIRS

10/05/2010 FAXOGC1



CITATION

HARRY H. COOPER, ET UX

: CIVIL DOCKET NO.: 109808

VS

: ALEXANDRIA CITY COURT

FORD MOTOR COMPANY, ET AL

: PARISH OF RAPIDES

: STATE OF LOUISIANA

TO: FORD MOTOR COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD., SUITE 400B
BATON ROUGE, LA. 70808

YOU HAVE BEEN SUED!

Attached to this citation is a certified copy of a petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR within ten (10) days after you have received these documents, you must file an answer or other pleadings in the office of the Clerk of this Court, 515 Washington Street, Alexandria, Louisiana 71301.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within ten (10) days, a judgement may be entered against you without further notice.

This citation was issued by the Clerk of Court for the City of Alexandria, Louisiana, on this Friday, the 29TH day of February, 2008.


DEPUTY CLERK OF COURT

Also attached are the following document; SUIT FOR REDHIBITION AND DAMAGES, DISCOVERY TO FORD MOTOR CO., DISCOVERY TO HIXON AUTOPLEX OF ALEX, LLC & DISCOVERY TO FORD MOTOR CREDIT CO., LLC
These documents mean you have been sued.

Legal assistance is advisable and you should contact a lawyer immediately. Judges and Court Personnel are not permitted to give legal advice.

PLEASE SERVE:

FORD MOTOR COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM

HARRY H. COOPER, ET UX

CIVIL SUIT NUMBER ~~2008~~ FEB 25 PM 2:48

V.

ALEXANDRIA CITY COURT

FORD MOTOR COMPANY, ET AL

RAPIDES PARISH, LOUISIANA
CLERK OF COURT*Linda J. Webster*
*Deputy***SUIT FOR REDHIBITION AND DAMAGES**

The petition of Harry H. Cooper and Mary Ann Cooper, husband and wife, domicilliaries of Rapides Parish, Louisiana, and of the full age of majority, respectfully represents:

1.

Made defendants herein are the following:

1. Ford Motor Company, a foreign corporation authorized to do business in the State of Louisiana;
2. Hixon Autoplex of Alexandria, L.L.C., a Louisiana corporation domiciled in Alexandria, Louisiana; and
3. Ford Motor Credit Company, LLC, a banking corporation authorized to do and doing business in the State of Louisiana.

2.

On November 30, 2005, petitioners and defendant Hixon Autoplex of Alexandria, L.L.C. executed a document entitled "Retail Installment Contract", in Alexandria, Louisiana.

3.

The cause of the contract was the sale to the petitioners of a new 2006 Ford 500, Vehicle Identification Number 1FAHP25136G111076, and the financing of a portion of the purchase price.

4.

Said vehicle was manufactured by defendant Ford Motor Company.

5.

7.

Said defects manifested themselves by causing failure of the vehicle to operate in the intended manner during normal use, as set out below.

8.

The vehicle was returned on May 24, 2006, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of the check engine light being on; upon information and belief, the fuel cap was repositioned and the code cleared.

9.

The vehicle was returned on July 13, 2006, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of hesitation in the engine and engine fan making noise; upon information and belief the oil was changed but engine problems could not be duplicated.

10.

The vehicle was returned on October 12, 2006, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of right rear tire blown out; upon information and belief, the oil was changed and tire replaced.

11.

The vehicle was returned on March 7, 2007, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of the rear brake light and signal light inoperative; upon information and belief the oil was changed, tires rotated, brake pads replaced and right rear brake light replaced.

12.

The vehicle was returned on July 6, 2007, to Southern Chevrolet Cadillac, Inc. in Alexandria, Louisiana with complaints

Hixon Autoplex of Alexandria, L.L.C., with complaints of the A/C leaking on passenger floorboard, blower inoperative at times, all gauges inoperative at times and engine dying; upon information and belief, petitioners were provided a rental while the vehicle was inspected, however, the problems could not be duplicated.

14.

The vehicle was returned on July 30, 2007, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of the engine not starting; upon information and belief the battery and alternator were tested and systems charged.

15.

The vehicle was returned on August 8, 2007, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of the A/C not cooling and engine missing; upon information and belief parts were ordered for the A/C, the vehicle was test driven and tests run per TSB No. 07-04-07.

16.

The vehicle was returned on August 15, 2007, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of the engine not starting at times and vehicle jumping back at a stop while in drive; upon information and belief, the EGR valve, throttle body, PCM and carbon canister were replaced.

17.

The vehicle was returned on September 27, 2007, to defendant Hixon Autoplex of Alexandria, L.L.C., with complaints of the check engine light on and idle high; upon information and belief a fuel vapor code was found and cleared.

18.

The vehicle was returned on October 29, 2007, to

19.

All repairs done by Hixon Autoplex of Alexandria, L.L.C. were done by repairmen trained at the direction of representatives of Ford Motor Company.

20.

Petitioners show that defendants Hixon Autoplex of Alexandria, L.L.C. and Ford Motor Company have both been afforded notice of the existence of the defects as required by law.

21.

The above described problems are the result of defects that have rendered the vehicle useless, or its use so inconvenient, that it must be presumed that the petitioner would not have purchased the vehicle if they had known of the defects at the time of the sale.

22.

At all times pertinent hereto, Hixon Autoplex of Alexandria, L.L.C., was a new car, franchised dealer of Ford Motor Company, with authority from Ford Motor Company to attempt repairs on the Harry H. Cooper and Mary Ann Cooper vehicle.

23.

Petitioners show that defendant Hixon Autoplex of Alexandria, L.L.C., as a new car, franchised dealer/seller of Ford vehicles had a high duty to detect and repair complaints and problems with the vehicle; petitioners show that said defendant violated that duty on several occasions as is set forth in the following non exclusive particulars;

1. Failing to repair claims promptly when requested by petitioners;

caused the damage or injuries complained of, legally and in fact.

25.

During the repair attempts and attempted normal and reasonably anticipated use by the petitioners of the vehicle, the use of the vehicle has been inconvenient, distressing, and mentally anguishing to the petitioners due to the defective performance of the vehicle, as described above; such damage was proximately caused by characteristics of the vehicle which have rendered it unreasonably dangerous in that, as set out above, it has deviated in a material way from the manufacturer's specifications or performance standards regarding the problems complained about, and from otherwise identical products manufactured or imported by defendant Ford Motor Company regarding the exhibiting of the problems and defects.

26.

Defendant Ford Motor Company had actual, constructive, and/or imputed knowledge of the defects in the vehicle; the delivery for sale of the vehicle complained about by the petitioners, with the actual, constructive, and/or imputed knowledge of the conditions and defects as set out above, was an unfair and deceptive act or trade practice; such practice offends established public policy, and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers.

27.

As a result of the unfair and deceptive acts or trade practices of said defendants, the petitioners have suffered actual damages.

28.

Defendant Ford Motor Credit Company, LLC is the holder of

29.

Said contract contains the following provision:

"NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER."

30.

Said contract is a "consumer credit contract." All of the claims asserted herein against Hixon Autoplex of Alexandria, L.L.C. are by reference asserted herein against Ford Motor Credit Company, LLC.

31.

Inasmuch as said notice language was included in the contract, Ford Motor Credit Company, LLC is a holder of the contract with notice of claims and defenses that could be asserted against it; Ford Motor Credit Company, LLC is not a holder in due course thereof.

32.

Petitioners desire that said "Retail Installment Contract" be canceled and rescinded.

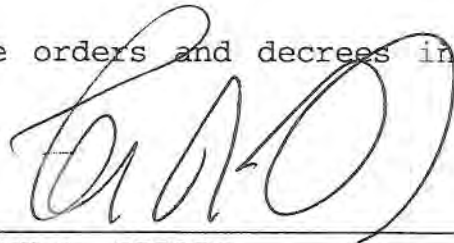
33.

Petitioners are entitled to and do demand a rescission of the sale with return of the purchase price and legal interest thereon from date paid as allowed by law; reimbursement for expenses for preservation of the vehicle; reimbursement for insurance costs; expenses incidental to the sale and for customizing expenses; finance charge reimbursements; service agreement reimbursements; a general damages award; compensation for all direct pecuniary and non-pecuniary losses suffered; an award

The amount of this claim does not exceed \$50,000.00, exclusive of interest, court costs, attorney's fees, or penalties.

WHEREFORE, PETITIONER PRAYS THAT:

1. Each defendant be duly cited and served; that upon trial hereof that the sale by Hixon Autoplex of Alexandria, L.L.C. to Harry H. Cooper and Mary Ann Cooper of the said 2006 Ford 500 described in the petition be rescinded and that damages and attorney's fees be awarded; that the "Retail Installment Contract" be canceled and rescinded; that there be judgment in favor of the Harry H. Cooper and Mary Ann Cooper and against the defendants, Ford Motor Company, Hixon Autoplex of Alexandria, L.L.C. and Ford Motor Credit Company, LLC , in solido, with legal interest thereon, and for all sums shown to be due on trial hereof; and
2. For all just and equitable orders and decrees in the premises.



FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
**ATTORNEY FOR PLAINTIFFS, HARRY
H. COOPER AND MARY ANN COOPER**

NOTE FOR SERVICE: Please serve Ford Motor Company with the original petition and the discovery attachments through its agent for service of process, C T Corporation System, 5615 Corporate Blvd., Suite 400B, Baton Rouge, LA 70808.

NOTE FOR SERVICE: Please serve Ford Motor Credit Company, LLC, with the original petition and the discovery attachments through its agent for service of process, C T Corporation System, 5615 Corporate Blvd., Suite 400B, Baton Rouge, LA 70808.

NOTE FOR SERVICE: Please serve Hixon Autoplex of Alexandria, L.L.C. with the petition and the discovery attachments through its agent for service of process, Dallas L. Hixon, 2506 MacArthur Drive, Alexandria, LA 71301.



DISCOVERY TO:

**FORD MOTOR
COMPANY**

HARRY H. COOPER, ET UX
V.
FORD MOTOR COMPANY, ET AL

CIVIL SUIT NUMBER — 2000 FEB 25 PII 2:
ALEXANDRIA CITY COURT
RAPIDES PARISH, LOUISIANA

Linda Webb
CLERK OF COURT
Deputy

INTERROGATORIES

TO: Ford Motor Company

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to Harry H. Cooper and Mary Ann Cooper herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these interrogatories are directed, including said defendant's attorney of record.

INTERROGATORY NO. 1: Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

INTERROGATORY NO. 2: Please state the date of manufacture, place of manufacture, and date of certificate of origin, if any, of the vehicle in question.

INTERROGATORY NO. 4: Please state whether or not the dealership or purchaser described in the preceding interrogatory was an authorized repair facility for Ford brand motor vehicles at the time of the sale.

INTERROGATORY NO. 5: Please state the name, address, and present employment status of all employees of Ford Motor Company who had contact with the Harry H. Cooper and Mary Ann Cooper or any of their relatives, friends, agents, or representatives with regard to the vehicle. Also, please state what was said in said contacts or conversations.

INTERROGATORY NO. 6: Does Ford Motor Company, or any other entity which is answerable to it, maintain a computer or handwritten report of your representatives' or employees' contacts with dealerships and/or customers with regard to problems, complaints, or alleged vehicle defects? If so, state the title of the report or file with regard to contacts regarding the plaintiff('s') vehicle, and state the name, address, and employment status of the custodian of the said records.

INTERROGATORY NO. 7: Please state the amount of warranty payment reimbursements made to any dealership or repairman by you with regard to the vehicle in question, describing them with reference to their date, dealership repair order number, mileage of the vehicle, amount paid, and a description of the repairs done.

INTERROGATORY NO. 8: Please state whether or not the vehicle had been repaired prior to the sale to your successor in title, and if so, the dates of the repairs, the repairs that were done, and the mechanics doing the repairs.

INTERROGATORY NO. 9: Please state the full name and present employment status of your service manager and the salesman that sold petitioner the vehicle at issue.

INTERROGATORY NO. 10: Were any warranty claims or payments made to anyone prior to the transfer of the vehicle to your co-defendant, PET 1, 018 000098LC
Wynn Autobody of Alexandria, L.L.C. If so, state the name and

INTERROGATORY NO. 11: Please state whether or not any of your employees have inspected the vehicle in question, and, if so, please state the date, time, and place of the inspection, name the other persons present, and state whether or not a report was issued, and if so, the date of the report, the name, address, and telephone number of its custodian, and give a brief synopsis of the report.

INTERROGATORY NO. 12: Please state the cause and nature of the problems repaired by you including any theories, assumptions, or opinions that will be offered at trial by you.

INTERROGATORY NO. 13: If you or any of your employees consider any of the problems with the vehicle to have been caused by anything other than manufacturing defects, state which problems, the cause, and when and how such information came to your knowledge.

INTERROGATORY NO. 14: Please state the name, address, and substance of the testimony of all witnesses you expect to call at the trial of the matter, and if they are expert witnesses, please state their area of expertise, their conclusions, and the substance of the facts behind those conclusions.

INTERROGATORY NO. 15: Please state the name and address of all persons who have issued any reports, evaluated the repairs done or claims made, or who did any investigation or evaluation of repairs or claims made by the plaintiff with regard to the vehicle.

INTERROGATORY NO. 16: Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

INTERROGATORY NO. 17: Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

INTERROGATORY NO. 19: Please state whether or not you were insured by any insurance company for any loss or hazard associated with the manufacture, sale, defects, or repair of the vehicle in question, and if so, state by whom, their name, address, and telephone number.

Date: February 22, 2008



FRED A. PHARIS
of **PHARIS LAW OFFICES**
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
**ATTORNEY FOR PLAINTIFFS, HARRY
H. COOPER AND MARY ANN COOPER**



Jandra L. Webster
CLERK OF COURT
Deputy
2008 FEB 25 PM 2:49

ALEXANDRIA CITY

HARRY H. COOPER, ET UX

CIVIL SUIT NUMBER 2008 FEB 25 P11

V.

ALEXANDRIA CITY COURT
RAPIDES PARISH, LOUISIANA

Linda Webb
CLERK OF COURT

FORD MOTOR COMPANY, ET AL

Deputy

REQUESTS TO PRODUCE

TO: Ford Motor Company

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following requests to produce fully, in writing, and under oath, and to serve your answers to Harry H. Cooper and Mary Ann Cooper herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these requests to produce are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these requests to produce in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these requests to produce are directed, including said defendant's attorney of record.

REQUEST NO. 1, Repair orders or invoices: All repair orders or invoices having to do with repair of the vehicle in question, whether originating with you, any other party, a third person, or other entity, including;

- 1) The reverse side of said repair orders if containing information other than the form itself;
- 2) Attached computer readouts used in diagnosis or testing

- 2) Petitioners and Hixon Autoplex of Alexandria, L.L.C.;
- 3) Petitioners and Ford Motor Credit Company, LLC;
- 4) Ford Motor Company and Hixon Autoplex of Alexandria, L.L.C., or any of the affiliates, parent corporations, or divisions of said corporations;
- 5) Ford Motor Company and defendant Ford Motor Credit Company, LLC, or any of the affiliates, parent corporations, or divisions of said corporations.

REQUEST NO. 7, Manufacturer's and Customizer's Checklists: Please produce all manufacturer's inspection and testing checklists, manufacturing line discrepancy lists and checklists, rework lists and checklists, vehicle operation check reporting and status list or checklists, and inspection reporting forms (interior and exterior) pertaining to the vehicle in question.

REQUEST NO. 8, Field Engineer's or Representative's Reports: Any reports made by or correspondence sent by a field service engineer, manufacturer's or warrantor's representative, or other employee regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 9, Expert Reports: Any reports made by or correspondence sent by any expert witness you have hired or employed regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 10, Insurance Policies: Any insurance policy or policies described in your answer to the interrogatories directed to you simultaneously herewith.

REQUEST NO. 11, Sales Documents: Please produce all documents showing the sale, financing, or payment of the purchase price of the vehicle described herein, including all documents mentioned and not mentioned in the petition, any supporting documents and any other items regarding and supporting the same, whether originating with a seller or with any other entity.

REQUEST NO. 12, Certificate of Origin: The certificate of origin for the vehicle in question.

Date: February 22, 2008



FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, VA 22301

DISCOVERY TO:

**HIXON AUTOPLEX OF
ALEXANDRIA, L.L.C.**

2008 FEB 25 PM 2:49

HARRY H. COOPER, ET UX
V.
FORD MOTOR COMPANY, ET AL

CIVIL SUIT NUMBER _____
ALEXANDRIA CITY COURT *Linda Web*
CLERK OF COURT
RAPIDES PARISH, LOUISIANA *Dejeu*

INTERROGATORIES

TO: Hixon Autoplex of Alexandria, L.L.C.

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to Harry H. Cooper and Mary Ann Cooper herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these interrogatories are directed, including said defendant's attorney of record.

INTERROGATORY NO. 1: Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

INTERROGATORY NO. 2: State the name, address, and telephone number of the person from whom you bought the 2006 Ford 500 that was sold

INTERROGATORY NO. 3: Please state the dates of repairs done on the vehicle described in the petition, the names of the mechanics or technicians doing the repairs on any said dates, for whom they work and the amount charged to the plaintiffs or made by way of warranty payment requests.

INTERROGATORY NO. 4: Please state the cause and nature of the problems repaired by you including any theories, assumptions, or opinions that will be offered at trial by you.

INTERROGATORY NO. 5: If you or any of your employees consider any of the problems with the vehicle to have been caused by anything other than manufacturing defects, state which problems, the cause, and when and how such information came to your knowledge.

INTERROGATORY NO. 6: Please state the names and addresses of all your employees who contacted Ford Motor Company, or any affiliated firms, corporations, or businesses, *or who were contacted by such*, with regard to the problems with the vehicle, the dates of the contacts, and the substance of the conversations or communications.

INTERROGATORY NO. 7: Please state whether or not any of your employees contacted anyone with Ford Motor Company for advice, information, or consultation on how the attempt to repair the vehicle in question, and if so, state the names of your employees so contacted, the date, and what was said.

INTERROGATORY NO. 8: Please state whether or not the vehicle had been repaired prior to the sale to the plaintiffs, and if so, the dates of the repairs, the repairs that were done, and the mechanics doing the repairs.

INTERROGATORY NO. 9: Please state whether or not other Ford Motor Company vehicles have been repaired for other customers as a result of the same or similar complaints or as a result of the same or similar problems in those areas on the plaintiff('s') vehicle. If so, give the names and addresses of the other customers and the date of repair.

INTERROGATORY NO. 11: Please state the name and address of all persons who have issued any reports, evaluated the repairs done or claims made, or who did any investigation or evaluation of repairs or claims made by the plaintiff with regard to the vehicle.

INTERROGATORY NO. 12: Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

INTERROGATORY NO. 13: Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

INTERROGATORY NO. 14: Please state to whom you have sold, transferred, or conveyed any or substantially all of your assets for the purpose of discontinuing your business as a seller and servicer of Ford Motor Company products and transferring those operations to the buyer since the date of the sale of the vehicle complained of to the plaintiffs, giving the name, address, and phone numbers of the purchasers.

INTERROGATORY NO. 15: Please state the name, address, and telephone number of any person, corporation, or other entity who has assumed your obligations, commitments, or agreements with regard to the sale and servicing of Ford Motor Company vehicles since the date of the sale of the vehicle complained of to the plaintiffs.

INTERROGATORY NO. 16: Please state whether or not you were insured by any insurance company for any loss or hazard associated with the sale, defects, or repair of the vehicle in question, and if so, state by whom, their name, address, and telephone number.

Date: February 22, 2008

A handwritten signature in black ink, appearing to be 'J. R. D.', is written over a horizontal line.

HARRY H. COOPER, ET UX

CIVIL SUIT NUMBER 2008 FEB 25 PM 2:49

V.

ALEXANDRIA CITY COURT

FORD MOTOR COMPANY, ET AL

RAPIDES PARISH, LOUISIANA

Linda Webster
CLERK OF COURT
Degui

REQUESTS TO PRODUCE

TO: Hixon Autoplex of Alexandria, L.L.C.

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following requests to produce fully, in writing, and under oath, and to serve your answers to Harry H. Cooper and Mary Ann Cooper herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these requests to produce are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these requests to produce in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these requests to produce are directed, including said defendant's attorney of record.

REQUEST NO. 1, Repair orders or invoices: All repair orders or invoices having to do with repair of the vehicle in question, whether originating with you, any other party, a third person, or other entity, including;

- 1) The reverse side of said repair orders if containing information other than the form itself;

REQUEST NO. 2, Parts description: A description of all parts removed and returned to the manufacturer or authorized repair facility or held by you for further inspection or accounting.

REQUEST NO. 3, Manufacturer or Warrantor's Bulletins and Recall Notices: All technical service bulletins, recall notices, or other communications issued by the manufacturer or warrantor of the vehicle either:

- 1) Issued with regard to the particular vehicle in question; or
- 2) Issued with regard to the particular make or model of the vehicle in question and having to do with any of the complaints set forth in the repair orders or invoices.

REQUEST NO. 4, General computer printouts: Computer printout(s) of information or data available to you, either originating with you, any other party, a third person, or other entity, which

- 1) Summarize the repair history of the vehicle;
- 2) Show the amount of warranty payments made and/or requested with regard to the vehicle;
- 3) List service bulletins or recall notices that are or may be applicable to the problems or complaints described in the petition;
- 4) Show special service messages applicable to the problems or complaints described in the petition; or
- 5) Any notes of contacts made with any party or third person or entity regarding the attempted repair, performance, or complaints regarding the vehicle.

REQUEST NO. 5, Specific computer printouts: The following computer printouts pertaining to the subject vehicle:

- 1) OASIS printout;
- 2) MORS II warranty inquiry;
- 3) SE-II Vehicle History; and
- 4) Any other computer printout showing warranty information, repairs, applicable service bulletins, and other information about the vehicle and its sale.

- 1) Petitioners and Ford Motor Company;
- 2) Petitioners and Hixon Autoplex of Alexandria, L.L.C.;
- 3) Petitioners and Ford Motor Credit Company, LLC;
- 4) Ford Motor Company and Hixon Autoplex of Alexandria, L.L.C., or any of the affiliates, parent corporations, or divisions of said corporations;
- 5) Ford Motor Company and Ford Motor Credit Company, LLC, or any of the affiliates, parent corporations, or divisions of said corporations.

REQUEST NO. 8, Field Engineer's or Representative's Reports: Any reports made by or correspondence sent by a field service engineer, manufacturer's or warrantor's representative, or other employee regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 9, Expert Reports: Any reports made by or correspondence sent by any expert witness you have hired or employed regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 10, Insurance Policies: Any insurance policy or policies described in your answer to the interrogatories directed to you simultaneously herewith.

REQUEST NO. 11, Sales Documents: Please produce all documents showing the sale, financing, or payment of the purchase price of the vehicle described herein, including all documents mentioned and not mentioned in the petition, any supporting documents and any other items regarding and supporting the same, whether originating with a seller or with any other entity.

REQUEST NO. 12, Certificate of Origin: The certificate of origin for the vehicle in question.

A handwritten signature in black ink, appearing to be 'Tom AD', is written over the bottom right portion of the text.

**DISCOVERY TO:
FORD MOTOR CREDIT
COMPANY, LLC**

HARRY H. COOPER, ET UX
V.
FORD MOTOR COMPANY, ET AL

CIVIL SUIT NUMBER 2000 FEB 25 Pii 2: 50
ALEXANDRIA CITY COURT
RAPIDES PARISH, LOUISIANA

Linda Webb
CLERK OF COURT
Deja

INTERROGATORIES

TO: Ford Motor Credit Company, LLC

PLEASE TAKE NOTICE that you are hereby notified and required to answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to Harry H. Cooper and Mary Ann Cooper herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these interrogatories are directed, including said defendant's attorney of record.

INTERROGATORY NO. 1: Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

INTERROGATORY NO. 2: Please state the name, address, and present employment status of all employees of Ford Motor Credit Company, LLC who have had contact with the Harry H. Cooper and Mary Ann

handwritten report of your representatives' or employees' contacts with dealerships and/or customers with regard to problems, complaints, or alleged chattel defects? If so, state the title of the report or file, and state the name, address, and employment status of the custodian of the said records.

INTERROGATORY NO. 4: Please state the name, address, and substance of the testimony of all witnesses you expect to call at the trial of the matter, and if they are expert witnesses, please state their area of expertise, their conclusions, and the substance of the facts behind those conclusions.

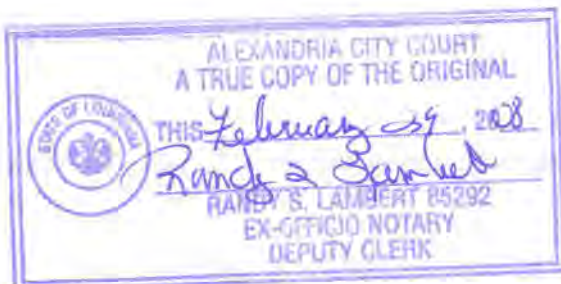
INTERROGATORY NO. 5: Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

INTERROGATORY NO. 6: Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

Date: February 22, 2008



FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
**ATTORNEY FOR PLAINTIFFS, HARRY
H. COOPER AND MARY ANN COOPER**



REQUEST NO.3, Correspondence: Please produce the following:

- a) All correspondence and memoranda of telephone conversation between the defendants regarding the above described vehicle from the date of its initial delivery from the factory;
- b) All written correspondence or communications, in original or copy form or otherwise reproduced, regarding repair or the sale, financing, or payment of the purchase price of the vehicle in question or regarding any problems that petitioners were having with the vehicle, between:
 - 1) Petitioners and Ford Motor Company;
 - 2) Petitioners and defendant Hixon Autoplex of Alexandria, L.L.C.;
 - 3) Petitioners and defendant Ford Motor Credit Company, LLC;
 - 4) Defendant Ford Motor Company and defendant Hixon Autoplex of Alexandria, L.L.C., or any of the affiliates, parent corporations, or divisions of said corporations;
 - 5) Ford Motor Company and defendant Ford Motor Credit Company, LLC, or any of the affiliates, parent corporations, or divisions of said corporations.

REQUEST NO. 4, Expert Reports: Any reports made by or correspondence sent by any expert witness you have hired or employed regarding inspection, testing, or repair of the subject vehicle.

REQUEST NO. 5, Insurance Policies: Any insurance policy or policies described in your answer to the interrogatories directed to you simultaneously herewith.

Date: February 22, 2008



FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
**ATTORNEY FOR PLAINTIFFS, HARRY
H. COOPER AND MARY ANN COOPER**

All Action Details for Issue

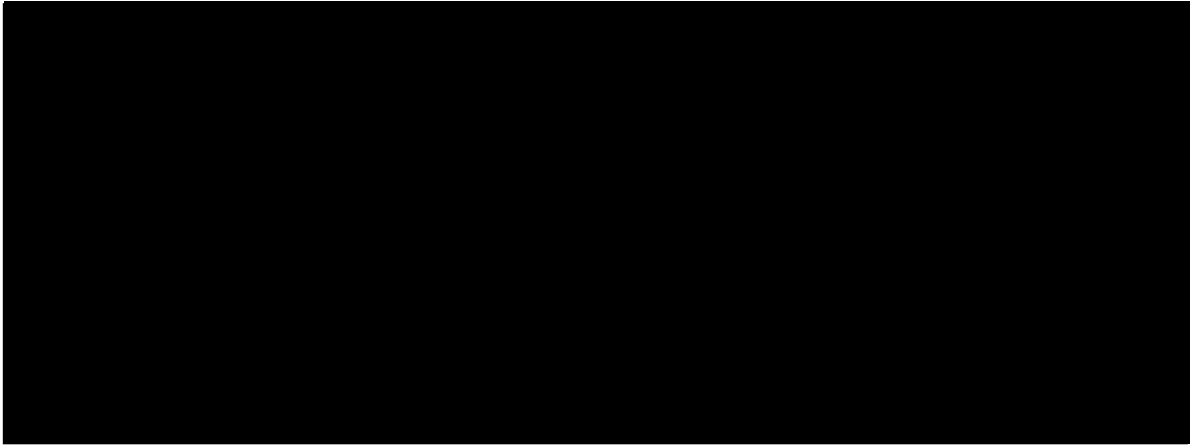
Print

VIN: 1FAHP25136G [REDACTED] Year: 2006 Model: FIVE HUNDRED Case: 408903617
Name: [REDACTED] Owner Status: Original WSD: 2005-11-30
Symptom Desc: FUEL SYSTEM LEAKS Primary Phone: [REDACTED]
Reason Desc: SALES ISSUE - NEGATIVE FEEDBACK Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: THANK CUST FOR THEIR FEEDBACK, INFO WILL BE FORWARDED TO DLR
Dealer: 06503 HIXSON AUTOPLEX Origin Desc: US INQUIRY CASE BASE
Odometer: 40000 MI Comm Type: PHONE
Analyst Name: TABITHA PEELER (TPEELER1) Analyst: TPEELER1
Action Date: 12/27/2007 Action Time: 11.21.30.183 Action Data: No

Comments CUSTOMER SAID: -CUST HAS RETAINED AN ATTORNEY-CUST STATES THAT FORD COULD NEVER FIX HER VEH-CUST UPSET BECAUSE SHE FEELS IT IS A DEFECT-CUST LIFE WAS IN DANGER DRIVING THE VEH-VEH HAD A GAS LEAK-CUST ADV THAT SHE LEFT VEH AT DLRSHIP BECAUSE IT WAS DANGEROUS-CUST ADV SHE HAS NOT PAID THE VEH NOTE SINCE OCTOBER-CUST GOT DLRSHIP TO SALE HER THE 08 EXPLORER WITHOUT THE TRADE IN-CUST REQUESTED OVER 2 MONTHS AGO A MEETING WITH THE OWNER OF THE DLRSHIP-TO DATE THE MEETING HAS NEVER CONTACTED HER-CUST HAS NOW GOT BAD CREDIT AND GETS CALLS ASKING FOR PAY OFF-CUST HAS CANCELLED GAP AND ESP ON THE VEH-AS FAR AS CUST IS CONCERNED THE VEH NOW BELONGS TO THE DLRSHIP AND THE PAYOFF IS THEIR PROBLEM-CUST IS UPSET THAT THE OWNER CANNOT TAKE 5 MINUTES OF HIS TIME TO ASST A LOYAL FORD CUST TO HIS DLRSHIP-CUST ADV SHE DOES NOT WANT TO GO THROUGH WITH THE ATTORNEY SITUATION-CUST STATES THAT SHE IS STILL GOING TO BUY FORD BUT MAY NOT GO BACK TO THAT DLRSHIP-THE DLRSHIP HAS A GREAT SERVICE DEPARTMENT AND CUST WOULD LIKE TO STAY WITH THEM-CUST IS STILL SEEKING DLRSHIP TO WORK WITH HERDEALER SAID: - PROMISED A MEETING WITH OWNER-PUT IN THE PRICE OF HER VEH ON THE TRADE IN-ADV CUST TO MAKE PAY OFF ON THE VEH HIXSON AUTOPLEX 2506 MACARTHUR DR ALEXANDRIA, LA 71301 TEL: (318) 448-0871 CRC ADVISED: FORD WILL REVIEW THIS INFORMATION WITH THE DEALERSHIP AND TAKE APPROPRIATE ACTION AS NECESSARY. ONCE AGAIN, THANK YOU FOR TAKING THE TIME TO LET US KNOW HOW YOU FEEL ABOUT THE PRODUCTS AND SERVICES WE PROVIDE.-ADV CUST THE DLRSHIP ARE INDEPENDENTLY OWNED AND OPERATED

Ford Confidential



**State Farm Mutual Automobile
Insurance Company**

Home Office, Bloomington, Illinois 61710



February 12, 2010

Ford Motor Company Product
Claims Department OGC
PO Box 70
Dearborn MI 48121-0070

Auto Claim Central - Ballston Spa
PO Box 8014
Ballston Spa NY 12020
877 208 1487 Fax 888 863 4565

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

FEB 24 2010

OFFICE OF THE
GENERAL COUNSEL

RE: Claim Number: [REDACTED]
Date of Loss: 7/27/2009
City/State of loss: Seabrook NH
Insured: [REDACTED]
Vehicle: 2006 Ford Freestyle
VIN Number: 1FMDK04186C [REDACTED]
Mileage: Approximately 66,500

*Do22421
Maggie*

FEB 24 2010 JW

Dear Ford:

This notice is to advise of a loss that occurred to our insured's vehicle. Our preliminary investigation indicates that Ford may be responsible for this loss. Please consider this as our notice of possible subrogation and our notice to you of the opportunity to schedule an inspection of vehicle.

Any settlement with State Farms policyholder with respect to this loss must not prejudice our rights, as subrogator, and shall not be released by the execution of a general release with such policyholder.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Your cooperation is appreciated. If you should have any questions, or would like to set up an appointment to inspect evidence/salvage, please feel free to contact me at (877) 208-1487 x3011.

Sincerely,

J. Molloy-DiNardo
Jennifer Molloy-DiNardo
Claim Representative
Auto Claim Central
877-280-1487 ext. 3011
State Farm Mutual Automobile Insurance Company

State Farm Insurance Companies



State Farm Insurance
Subrogation Services
PO Box 2371
Bloomington, IL 61702-2371

March 18, 2010

Certified Mail-Return Receipt Requested

The Erskine Law Group
342 S. Main Street
Rochester, MI 48307

RE: Claim Number: 29-6200-202
Date of Loss: July 27, 2009
Our Insured: [REDACTED]
Loss Location: Seabrook, NH
Vehicle: Ford, Freestyle
VIN: 1FMDK04186G [REDACTED]
Mileage: 64,579
Your File Number:
Insured's Deductible: \$250.00

Dear Ms. Erskine:

This notice is to advise of a loss that occurred to our insured's vehicle. The damage was caused by a defect in the throttle body. This was verified by the Ford dealer per the attached invoice. The vehicle surged and our insured struck a pole.

Our investigation indicates that Ford Motor Company is responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party. Please consider this letter as our demand to Ford Motor Company for reimbursement of \$1,791.25.

Any settlement with State Farm's policyholder with respect to this loss must not prejudice our rights, as subrogor, and shall not be released by execution of a general release with such policyholder.

In order to assist you in evaluating and processing the claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to

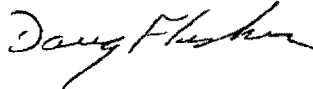
HOME OFFICES: BLOOMINGTON, ILLINOIS 61710-0001

PE11-018 000117LC

Page 2
March 18, 2010

evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Doug Flesher x57042
Claim Representative
(877) 457-8276, Team 60

State Farm Mutual Automobile Insurance Company



RBZ0006Z
date: 03-19-10

page: 1

route to: Stephanie Gregory

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

AUTO PAYMENTS BY COL

claim number

policy number

named insured

date of loss

07-27-09

COL 403

C denotes consolidated payment		E denotes EFT payment					
P denotes previous data							
COL: 403	indemnity:	1,430.11	dir rcov:	0.00	expense:	0.00	
payment number	payee	amount	status	COL	pay cd	rsn	reporting party
128226561J	SEACOAST AUTO B	1,430.11	PAID	403	1		Named Insu

COL 501

C denotes consolidated payment		E denotes EFT payment					
P denotes previous data							
COL: 501	indemnity:	111.14	dir rcov:	0.00	expense:	0.00	
payment number	payee	amount	status	COL	pay cd	rsn	reporting party
E 128211996K	HERTZ LOCAL EDI	111.14	PAID	501	1		Named Insu



RBZ00032
date: 03-19-10
time: 11:05 AM

route to: Gregory, Stephanie

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

VEHICLE DAMAGE REPORT

claim number



date of loss
07-27-09

```

*****
* Estimate Vehicle Info *
*
* Vehicle Owner: CORSARO, GEORGE *
* Vehicle Description: 06 FORD FREESTYLE 4X4 SE 4D UTV red *
*
*****

```


07/31/2009 AT 01:39 PM
20300

JOB NUMBER: 230905

SEACOAST COLLISION CENTER, INC.
177 LAFAYETTE RD.
NORTH HAMPTON, NH 03862
(603)964-2266 FAX: (603)964-2022

SUPPLEMENT OF RECORD 1 WITH SUMMARY

WRITTEN BY: KELLI HIGGINS 07/31/2009 01:38 PM
ADJUSTER: EXT 3011 CLAIM PROC

INSURED:	[REDACTED]	CLAIM #	[REDACTED]
OWNER:	[REDACTED]	POLICY #	[REDACTED]
ADDRESS:	[REDACTED]	DEDUCTIBLE:	\$250.00
	SEABROOK, NH	DATE OF LOSS:	07/27/2009 AT 08:30 AM
EVENING:	[REDACTED]	TYPE OF LOSS:	COLLISION
		POINT OF IMPACT:	11. LEFT FRONT

INSPECT
LOCATION: WITH INSURED

INSURANCE STATE FARM INSURANCE COMPANIES
COMPANY: 6 BEDFORD FARMS
BEDFORD, NH 03110
4 DAYS TO REPAIR

VEHICLE DROP OFF DATE:07/28/2009 REPAIR START DATE:07/31/2009
PROMISE DATE:07/31/2009 REPAIR COMPLETION DATE:07/31/2009
VEHICLE PICK UP/RETURN DATE:07/31/2009

2006 FORD FREESTYLE 4X4 SE 6-3.0L-FI 4D UTV RED INT:		
VIN: 1FMDK04186G [REDACTED]	LIC: 456204	NH PROD DATE: ODOMETER: 66424
POWER DRIVER SEAT	BUCKET SEATS	CLOTH SEATS
3RD SEAT	ALUMINUM/ALLOY WHEELS	AUTOMATIC TRANSMISSION
4 WHEEL DRIVE	POWER STEERING	TILT WHEEL
POWER BRAKES	4 WHEEL DISC BRAKES	ANTI-LOCK BRAKES (4)
TINTED GLASS	REAR DEFOGGER	POWER WINDOWS
AM RADIO	FM RADIO	STEREO
SEARCH/SEEK	CD PLAYER	POWER LOCKS
AIR CONDITIONING	CRUISE CONTROL	DRIVER AIR BAG
PASSENGER AIR BAG	CONSOLE/STORAGE	DIGITAL CLOCK
INTERMITTENT WIPERS	POWER MIRRORS	DUAL MIRRORS
KEYLESS ENTRY	LUGGAGE/ROOF RACK	CLEAR COAT PAINT

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		FENDER (NO LKQ CARWORLD 1 800 500 8733)	*			
2	REPL	LT FENDER	1	306.90	3.0	2.0
3		ADD FOR CLEAR COAT				0.8
4		ADD FOR EDGING				0.5
5		ADD FOR CLEAR COAT				0.1
6*	REPL	FENDER LINER (NO LKQ CARWORLD SEE ABOVE)	* 1	60.78	INCL.	

07/31/2009 AT 01:39 PM
20300

JOB NUMBER: 230905

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2006 FORD FREESTYLE 4X4 SE 6-3.0L-FI 4D UTV RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
7*	REPL	LT WHEEL FLARE (NO LKQ CARWORLD)	* 1	218.68	INCL.	1.2
8		ADD FOR CLEAR COAT				0.2
9*	S01 RPR	LT APRON/RAIL ASSY (SEE ATTACHED PHOTOS)	*		S 2.0*	0.5*
10		HOOD				
11	BLND	HOOD				1.4
12		FRONT BUMPER				
13	BLND	BUMPER COVER				1.1
14		FRONT DOOR				
15*	RPR	LT DOOR SHELL			0.5*	2.3
16		OVERLAP MAJOR ADJ. PANEL				-0.4
17		ADD FOR CLEAR COAT				0.4
18	R&I	LT BELT W' STRIP			0.3	
19	BLND	LT LOWER CLADDING FROM 8/21/04				0.4
20	R&I	LT LOWER CLADDING FROM 8/21/04			0.5	
21	R&I	LT LOWER MOLDING			0.2	
22*	R&I	LT MIRROR FIXED POWER			0.5*	
23	R&I	LT HANDLE, OUTSIDE REDFIRE			0.4	
24#	R&I	BUG DEFLECOR			0.2	
25#		EPC	1	3.00		
26#	SUBL	4 WHEEL ALIGNMENT	1	79.95		
27#		CAR COVER	1	7.00	0.3	
SUBTOTALS ==>				676.31	7.9	10.5

PARTS		676.31
BODY LABOR	7.9 HRS @ \$ 42.00/HR	331.80
PAINT LABOR	10.5 HRS @ \$ 42.00/HR	441.00
PAINT SUPPLIES	10.5 HRS @ \$ 22.00/HR	231.00

SUBTOTAL		\$ 1680.11
GRAND TOTAL		\$ 1680.11

ADJUSTMENTS:		
DEDUCTIBLE		250.00
CUSTOMER PAY		\$ 250.00
INSURANCE PAY		\$ 1430.11

ANY PERSON WHO, WITH A PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN RSA 638:20.

07/31/2009 AT 01:39 PM
20300

JOB NUMBER: 230905

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2006 FORD FREESTYLE 4X4 SE 6-3.0L-FI 4D UTV RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR2JF05, CCC DATA DATE 06/01/2009, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (-) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORDED PARTS ARE DESCRIBED AS RECORE. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2009 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PARTS NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP.

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC.

07/31/2009 AT 01:39 PM
20300

JOB NUMBER: 230905

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2006 FORD FREESTYLE 4X4 SE 6-3.0L-FI 4D UTV RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
----- ADDED ITEMS -----							
9*	S01	RPR LT APRON/RAIL ASSY (SEE ATTACHED PHOTOS)	*			S 2.0*	0.5*
SUBTOTALS ==>				0.00		2.0	0.5

PARTS				0.00
BODY LABOR	2.0 HRS	@\$ 42.00/HR		84.00
PAINT LABOR	0.5 HRS	@\$ 42.00/HR		21.00
PAINT SUPPLIES	0.5 HRS	@\$ 22.00/HR		11.00
SUBTOTAL				\$ 116.00
TOTAL SUPPLEMENT AMOUNT				\$ 116.00
NET COST OF SUPPLEMENT				\$ 116.00

ESTIMATE 1564.11 BOB JORDAN
SUPPLEMENT S01 116.00 KELLI HIGGINS
JOB TOTAL \$ 1680.11

CUSTOMER PAY \$ 250.00
INSURANCE PAY \$ 1430.11

ANY PERSON WHO, WITH A PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN RSA 638:20.

07/31/2009 AT 01:39 PM
20300

JOB NUMBER: 230905

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2006 FORD FREESTYLE 4X4 SE 6-3.0L-FI 4D UTV RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR2JF05, CCC DATA DATE 06/01/2009, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORED PARTS ARE DESCRIBED AS RECORE. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2009 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PARTS NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP.

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC.

07/31/2009 AT 01:39 PM
20300

JOB NUMBER: 230905

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2006 FORD FREESTYLE 4X4 SE 6-3.0L-FI 4D UTV RED INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 2

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 3

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

DATE 04/06 MED BY [REDACTED]

FRONT BAY: 123456789

THIS VEHICLE CONTAINS AIR BAGS
VEHICLE SAFETY AND OTHER INFORMATION
IN EFFECT ON THIS DATE

VIN: 1FMDK041860

MAXIMUM LOAD - OCCUPANTS: 1400 LBS
OCCUPANTS - 7 TOTAL, 2 FRONT

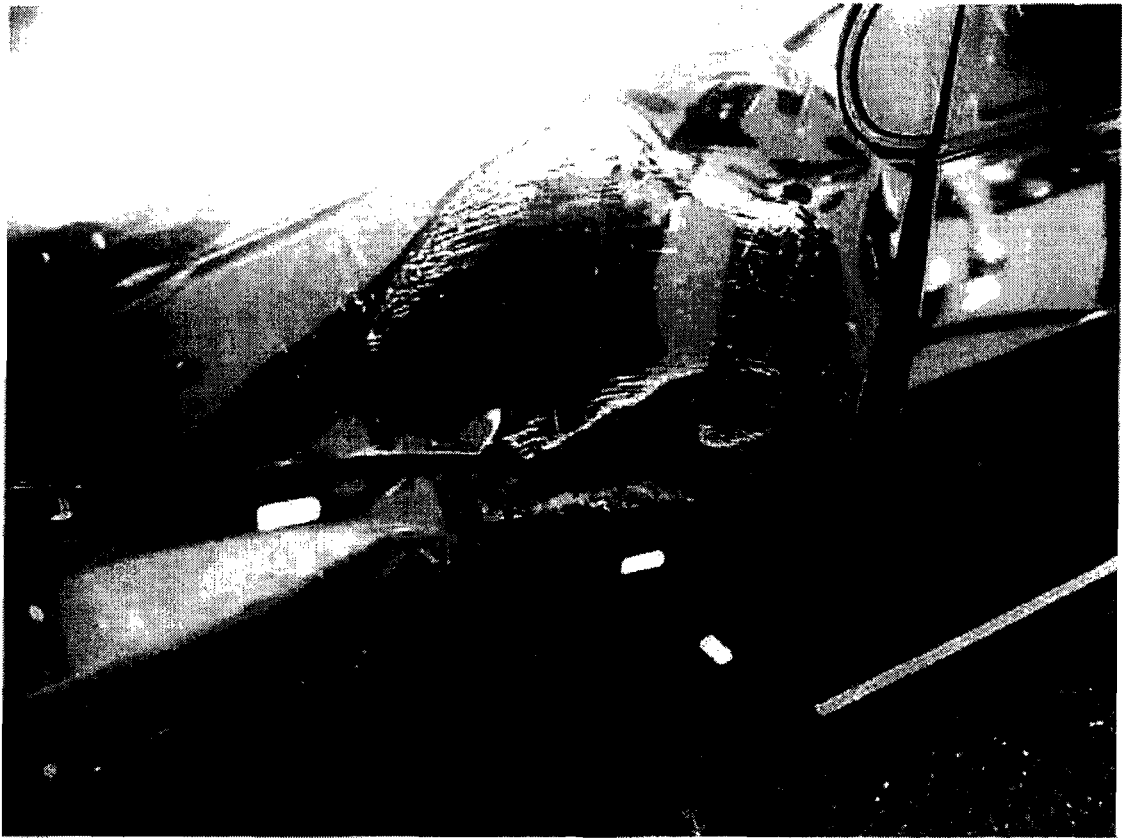
TIRE (FR): P215/65R17
(RR): P215/65R17
PRESSURE (FR): 32 PSI (RR): 32 PSI

[REDACTED]

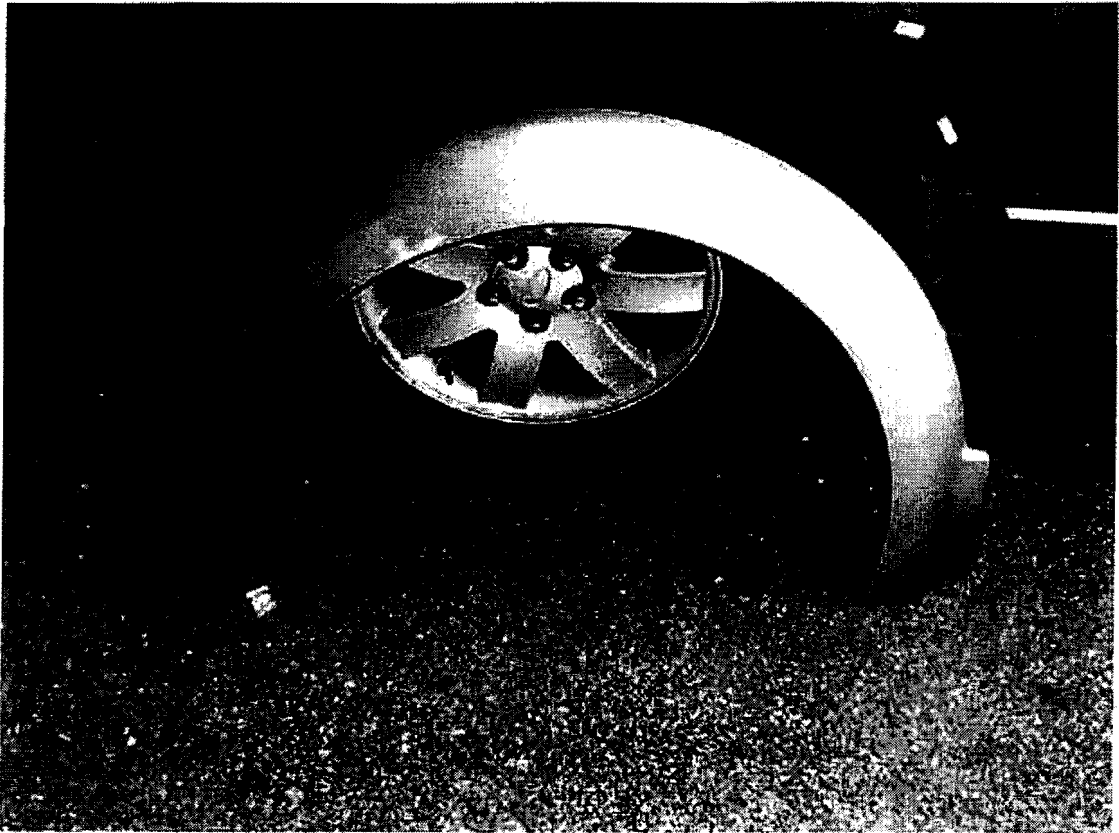
TRAILER TOWING - SEE OWNER GUIDE

EXT. PAT. 02 ZH
INT. TR. 11P/25
81 2 10
1200041860















29-6200-202

SEABROOK, NH
HOME:
EMAIL: 27apr06

BUS:

CELL:

Invoice #: 492744

Tag

Customer #: 4741066

Service

Advisor: 4160 Jamie Budny



400 Spaulding Turnpike
Portsmouth, NH 03802-0971
(603) 433-1221
www.portford.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
RED	06	FORD FREESTYLE	1FMDK04186G	4	84579	84579			
DEL DATE	PROB DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE	R.O. OPENED	READY
27APR06	10APR06		WAIT 30JUN09		0.00	CASH	30JUN09	09:28 29JUN09	14:50 30JUN09

OPTIONS: STE-A3586 CLR-11R64E ENG:991 3.0L 4V V6 DURATEC ENGINE TRN-44C CONTINUOUSLY VARIABLE TRANS 1PR (Mots...)

Thank you for allowing me to assist you with your vehicle's service today.

Jamie Budny
4160
4160

SERVICE DEPARTMENT HOURS
Monday through Friday
7:00 AM to 6:00 PM
Saturday
7:00 AM to 6:00 PM

Portsmouth
Ford
Thanks You
For Your Business!

	LIST	NET	TOTAL
BELT, NOISE IS MT REPLACED BELT TENSIONER 6353 WEZ hrs. 1 4LBZ*88209*AA TENSIONER FC: PART#: COUNT: CLAIM TYPE: AUTH CODE: 6353			88.87
LABOR: 0.00 PARTS: 0.00 OTHER: 0.00	103.49	103.49	103.49
64579 VERIFIED SQUEEL. PERFORMED NYH DIAGNOSIS TO ISOLATE TO TENSIONER PULLEY. REPLACED PULLEY, RE-INSTALLED BELT. NOISE IS GONE			
D** FORD MULTI POINT INSPECTION SHEET 99P FORD MULTI POINT INSPECTION SHEET 9999 C 6353 C			
LABOR: 0.00 PARTS: 0.00 OTHER: 0.00			0.00
64579 MULTI-POINT WAS JUST PERFORMED RECENTLY.			
E** CUSTOMER IN A RENTAL RENT CUSTOMER IN A RENTAL 6353 WEZ hrs. LABOR: 0.00 PARTS: 0.00 OTHER: 0.00			
TOTAL LINE E: \$ 0.00			
F** DEDUCTIBLE DED DEDUCTIBLE			

AT PORTSMOUTH FORD LINCOLN MERCURY, OUR GOAL IS YOUR COMPLETE SATISFACTORY.	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.	LABOR AMOUNT	
IF YOU ARE PLEASED, PLEASE TELL YOUR FRIENDS - IF NOT, PLEASE CALL OUR SERVICE MANAGER OR OUR PARTS AND SERVICE DIRECTOR IMMEDIATELY. OF COURSE, WE WELCOME YOUR COMMENTS AT ANY TIME!		PARTS AMOUNT	
WE EMPLOY FORD - TRAINED TECHNICIANS, AND WE USE GENUINE FORD SERVICE PARTS		GAS, OIL, LUBE	
APPOINTMENTS: (603) 433-1221	X _____ CUSTOMER SIGNATURE	SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		ADJUSTMENTS	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

THANK YOU!

Feb 09 10 08:43a

Tony LeClere Agency

6039648802

P. 1

29-6200-202

SEABROOK, NH
HOME: [REDACTED]
EMAIL: [REDACTED]

Invoice #: 493898
Tag #: TCGR8
Customer #: 4741066
Service Advisor: 4160 Jamie Budry

PORTSMOUTH
401 Spaulding Turnpike
Portsmouth, NH 03802-0971
(603) 433-1221
www.portford.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	RELEASED			
RED	06	FORD FREESTYLE	1FMDK04186G		66141	66141			
DEL. DATE	PROG. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE	R.G. OPENED	READY
27APR06	10APR06		WAIT 27 JUL 09		0.00	CASH	22 JUL 09	12 52 22 JUL 09	13 29 22 JUL 09

Thank you for allowing me to assist you with your vehicle's service today.
Jamie Budry
4160
4160

Service Department Hours
Monday through Friday
7:00 AM to 6:00 PM
Saturday

A CUST STATES HIGH IDLE KEEPS ROLLING WITH FOOT OFF GAS AT 1100RPM'S PIT FOOT ON BRAKE AND STOP GOES TO 750RPM'S
SS SEE STORY

LABOR: 0.00 PARTS: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
66141 CHECKED VEHICLE NO CODES SPOKE WITH CUST NO PROBLEM FOUND

*** COMPLETELY SATISFIED ***
*** WE PASS! ***
*** VERY SATISFIED ***
*** WE FAIL! ***
*** COMPLETELY SATISFIED IS THE BEST!! ***

Ask Your Service Advisor About Our Rewards Program

Customer Copy

AT PORTSMOUTH FORD LINCOLN MERCURY, OUR GOAL IS YOUR COMPLETE SATISFACTION. IF YOU ARE PLEASED, PLEASE TELL YOUR FRIENDS IF NOT PLEASE CALL OUR SERVICE MANAGER OR OUR PARTS AND SERVICE DIRECTOR IMMEDIATELY. OF COURSE, WE WELCOME YOUR COMMENTS AT ANY TIME.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of the merchandise. The Seller hereby expressly disclaims all warranties other express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this merchandise.	LABOR AMOUNT	0.00
WE EMPLOY FORD-TRAINED TECHNICIANS, AND WE USE GENUINE FORD SERVICE PARTS.	SA for customer go	PARTS AMOUNT	0.00
APPOINTMENTS: (603) 433-1221	X	GAS, OIL, LUBE	0.00
	CUSTOMER SIGNATURE	SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		ADJUSTMENTS	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

THANK YOU!

Feb 09 10 08:44a

Tony LeClere Agency

6039648802

P.3

HERTZ LOCAL EDITION

Phone: 1-888-999-7249
Fax: 405-775-6413
E-mail: CUSTOMERBILLING@HERTZ.COM
HERTZ LOCAL EDITION
HLE INSURANCE DEPT 1139
PO BOX 121139
DALLAS, TX 75312-1139
TAX Id. 13-1838568



LOCAL EDITION
ORIGINAL INVOICE

Rental Agreement No: A79381444
Invoice Date: 08/04/2009
Document: 609096486753

Renter: [REDACTED]
Account No.: [REDACTED] 4475 HCC
CDP No.: 1225595
CDP Name: HLE STATE FARM BALSTON

CLAIM PROCESSOR
STATE FARM INS-BALSTON
ATTN CLAIMS DEPT
100 STATE FARM PL
BALLSTON SPA, NY 12020-3722

RENTAL REFERENCE

Rental Agreement No: A79381444
Reservation ID: 00000000000

RENTAL DETAILS

Rate Plan: IN: HIDA OUT: HID
Rented On: 07/28/2009 10:15 LOC# 777501
PORTSMOUTH, NH
Returned On: 07/31/2009 10:15 LOC# 777501
PORTSMOUTH, NH
Car Description: CAMRY 865090 [REDACTED]
VIN #: 4T4BF3EK8AR [REDACTED]
CAR CLASS Charged: F MILEAGE In: 5,000
Rented: F6 Out: 4,745
Reserved: 99 Driven: 255

BILLING INFORMATION

Claim No: [REDACTED]
Policy No: [REDACTED]
Date of Loss: 2009-07-27
Type of Loss: D
Repair Facility: SEACOAST AUTO BODY
Authorized Rate: 50.00
Authorized Days: 4
Adjuster: CLAIM PROCESSOR
Insured: 0

BILLING DETAILS

DAYS	4 @	25.49	101.96
SUBTOTAL			101.96
TAX		9.00%	9.18
TOTAL CHARGES			111.14 USD
AMOUNT DUE			111.14 USD

MISCELLANEOUS INFORMATION

TOTAL RENTAL DAYS 4
BILLED TO CUSTOMER 0.00
TOTAL RENTAL CHARGES 111.14

RECEIVED

AUG 12 2009

BALLSTON SPA CIOS

PAYMENT DUE UPON RECEIPT

THANK YOU FOR RENTING FROM HERTZ

DETACH AND SEND WITH PAYMENT-DO NOT STAPLE OR FOLD

PLEASE INCLUDE RENTAL AGREEMENT NO. ON YOUR CHECK.

CHECK HERE FOR ADDRESS CHANGE ON REVERSE SIDE

REMIT TO:
HERTZ LOCAL EDITION
HLE INSURANCE DEPT 1139
PO BOX 121139
DALLAS, TX 75312-1139
UNITED STATES

Rental Agreement No: A79381444
Invoice Date: 08/04/2009
Document: 609096486753

Renter: [REDACTED]
Account No.: [REDACTED] 4475 HCC

Phone: 1-888-999-7249
Fax: 405-775-6413
E-mail: CUSTOMERBILLING@HERTZ.COM

AMOUNT DUE: 111.14 USD

APR 15 12:09
CLERK OF COURT
SAN DIEGO COUNTY, CA

2011 APR 15 P 12:09

CLERK OF COURT
SAN DIEGO COUNTY, CA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Eric H. Gibbs (State Bar No. 178658)
Geoffrey A. Munroe (State Bar No. 228590)
David Stein (State Bar No. 257465)
Amy M. Zeman (State Bar No. 273100)
GIRARD GIBBS LLP
601 California Street, 14th Floor
San Francisco, California 94104
Telephone: (415) 981-4800
Facsimile: (415) 981-4846
E-mail: ehg@girardgibbs.com

Michael F. Ram (State Bar No. 104805)
RAM, OLSON, CEREGHINO & KOPCZYNSKI LLP
555 Montgomery Street, Suite 820
San Francisco, CA 94111
Telephone: (415) 433-4949
Facsimile: (415) 433-7311
E-mail: mram@ramolson.com

Attorneys for Plaintiff

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GENE EDWARDS, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

Case No. 37-2011-00089707-CU-BT-CTL

CLASS ACTION COMPLAINT FOR:

- 1) Violation of Consumers Legal Remedies Act, Civ. Code § 1750 *et seq.*
- 2) Violation of Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*

CLASS ACTION COMPLAINT

1 NATURE OF THE CASE

2 1. Plaintiff Gene Edwards owns a 2006 Ford Freestyle vehicle that has repeatedly surged
3 forward and stalled while her foot was on the brake and she was bringing the vehicle to a stop. Fearing
4 that her surging vehicle would injure someone, Ms. Edwards took her Freestyle to a Ford dealership
5 which replaced the vehicle's electronic throttle body under warranty. About two years later, the surging
6 returned and the electronic throttle body was again replaced, this time at a charge of over \$900.

7 2. Plaintiff has since learned that the problems she experienced with her vehicle are
8 widespread and the result of a safety defect in 2005-2007 Ford Freestyle vehicles that was known by
9 Ford but not disclosed to its customers. Over 500 Freestyle owners have specifically sought out the
10 National Highway Traffic Safety Administration (NHTSA) and lodged complaints—an unusually high
11 number of government complaints for any automotive safety issue. The complaints reflect Freestyle
12 owners' concerns for their safety, with several reporting accidents and near-accidents, as well as the
13 inefficacy of repairs completed at Ford dealerships.

14 3. Defendant Ford Motor Company has known about the safety defect in its Freestyle
15 vehicles since at least 2005, when the company issued internal service bulletins referencing the
16 symptoms and instructing its dealerships to respond by replacing the electronic throttle body. But Ford
17 nonetheless continued selling and servicing 2005-2007 Freestyle vehicles without ever informing its
18 customers of the recurring defect or its attendant safety risks.

19 4. Plaintiff thus brings this lawsuit under California's Consumers Legal Remedies Act and
20 Unfair Competition Law to require Ford to notify its customers and prospective customers of the defect
21 and to reimburse Freestyle owners for the costs of their repairs.

22 PARTIES

23 5. Plaintiff Gene Edwards is a citizen and resident of Escondido, California.

24 6. Defendant Ford Motor Company is a Delaware corporation with its principal place of
25 business in Dearborn, Michigan. Ford manufactures, distributes for sale, and warrants the vehicles at
26 issue in this Complaint.

27

28

- 1 • 2005 Ford Freestyle SE, self accelerating and lunges forward on its own (when foot is on
2 brake) and displays "fail safe mode on dash", vehicle shuts down-mostly when going in
3 reverse. Just bought vehicle from dealership approx 3 weeks ago.
- 4 • The contact owns a 2007 ford Freestyle. While stopped at a stop light or stop sign with
5 the brake pedal depressed, the vehicle revs and jerks forward. In addition, when the
6 vehicle is placed into reverse and the brake pedal is depressed, the vehicle revs and jerks
7 backwards. The current mileage is 26,099 and failure mileage is 22,000.

8 **The Defect Poses An Unreasonable Safety Risk**

9 13. The defect in 2005-2007 Freestyle vehicles poses an unreasonable safety risk for class
10 members as well as the drivers, passengers, and pedestrians who share the road. The surging and
11 stalling that result from the defect greatly increase the risk of collision and impede the driver's ability to
12 safely maneuver the vehicle.

13 14. Freestyle drivers have reported hitting other vehicles, walls, fences and poles when their
14 vehicles uncontrollably surged:

- 15 • I have a 2006 Freestyle that lunges when you put it in gear. Hit a car backing up in a
16 parking lot. Can't afford to have it repaired I'm unemployed.
- 17 • The contact owns a 2006 Ford Freestyle. The contact stated that while driving, the
18 vehicle suddenly accelerated and crashed into a wall.
- 19 • I currently own a 2005 Ford Freestyle and numerous times it has lunged when I was in a
20 stopping position in many occasions. When I am in the car and in drive with the brakes
21 on the car will instantly rev up and move forward. One occasion I was at a drive thru and
22 the vehicle actually hit a pole in the drive thru. Another time, my wife was walking
23 around the front of the car and the car lunged forward and hit my wife. This is a very
24 dangerous problem.
- 25 • The contact owns a 2005 Ford Freestyle. The contact stated while reversing from a
26 residential driveway at a relatively low speed, the vehicle abnormally accelerated and
27 crashed into a fence post.
- 28 • The contact owns a 2007 Ford Freestyle. The contact stated while entering a residential
garage at 2 mph, the vehicle abnormally accelerated and she crashed into the rear wall of
the garage of the residence. There was substantial damage done to the interior of the
home and the contact barely missed hitting the retaining wall. The dealer inspected the
vehicle and stated that the throttle body was causing the failure.

15. Other drivers have reported near-misses when their surging Freestyle vehicles almost
collided with children, pedestrians and other vehicles:

- 1 • I own a 2005 Ford Freestyle AWD with a 3.0l v6. I have had to park my vehicle as it has
2 become unsafe for my family to use. While driving at slow speeds the vehicle will
3 abruptly surge in drive or reverse. Now when this happens the vehicle dies where ever it
4 occurs. I have kept the vehicle from hitting other cars multiple times and yesterday was
5 the final straw. I almost hit a kid at my child's school. Waiting in line to pick up my
6 children from school the car surged so bad that the breaks would not stop it. I had to
7 throw it into park.
- 8 • My 2005 Ford Freestyle with 45,000 miles kept surging forward. It happened twice in 2
9 months when I was alone. This past July I picked my grandchildren up at camp sure
10 enough it did it again almost striking a child in the parking lot.
- 11 • 06/05/08 during idle vehicle lunges forward, must exert extreme pressure on brake to
12 prevent accident. Wrench light will illuminate on the instrument panel and fail safe
13 engine mode will be displayed. Vehicle will then fail to accelerate when throttle applied
14 but then lunges forward again when throttle released. Very dangerous-almost struck
15 pedestrian! This has occurred several times but vehicle will reset after engine is turned
16 off and restarted. . . . Occurred again on 8/3/08 Taken to dealership-diagnostic test
17 show it to be throttle body problem.
- 18 • Our 2007 Ford Freestyle accelerates suddenly; this behavior is worse when the a/c is on
19 and the car is in reverse. The feeling is of flooring the accelerator; if it had not been for
20 me already having my foot on the brake, I would have had a collision with the car behind
21 me.

12 16. Many other Freestyle drivers expressed concerns about the safety of passengers,
13 pedestrians and other drivers sharing the road:

- 14 • I have a 2006 Ford Freestyle the throttle body has gone bad and it cause the car to lunge
15 out of control. This could be a problem as it lunges about a foot or two and you could
16 easily hit a person or car or some other object.
- 17 • Surging /lunging of car even while pressing brakes as hard as possible. Occurs quite
18 frequently. Have not repaired yet, will not let wife or daughter drive until I get it fixed.
- 19 • 2007 Ford Freestyle surges even when pushing the brake. Mainly does it when backing
20 up but has done it on other occasions. Took to Ford dealer told throttle body is bad.
21 After searching online I find that this is a common problem. This is dangerous because
22 the car accelerates and surges forward or backward without warning when this happens.
23 Was told it would cost over \$600 to replace part. I have two young children and feel
24 unsafe driving this car and feel others who own the car should be made aware of this
25 problem.

26 17. To date, over 500 Ford Freestyle owners and lessees have taken the time to seek out
27 NHTSA and lodge a complaint. This is an unusually high number for any automobile safety issue and
28 reflects the severity of the safety risk.

1 **Ford Has Failed To Disclose Or Correct The Defect**

2 18. The surging and stalling problems in Freestyle vehicles are a result of a defective
3 electronic throttle control (ETC), that Ford installed in its 2005-2007 Freestyle, consisting of an
4 electronic throttle body, powertrain control module (PCM), the gas pedal assembly, sensors, and
5 associated wiring.

6 19. In other words, whereas a traditional accelerator system directly connects the gas pedal to
7 the throttle through cables, Ford's ETC system uses computers, sensors, and electronic wiring to control
8 acceleration. Ford recognized that safety is a major concern with ETC systems (as they make
9 acceleration dependent on complex electronics rather than simple mechanics), but nonetheless
10 introduced it into the Freestyle to improve the vehicle's fuel economy, and thus its market position.

11 20. Ford has known that the Freestyle's ETC system was defective since at least 2005. As
12 early as April 2005, Ford was issuing Technical Service Bulletins (TSBs) to its dealer service
13 departments referencing acceleration problems in Freestyle vehicles, and by December 2005, Ford was
14 directing the service departments to reprogram the PCM and replace the electronic throttle body in
15 Freestyle vehicles—a repair that may temporarily stop the surging and stalling but, because it does not
16 correct the underlying defect, exposes Freestyle owners to the same safety risks in the future.

17 21. Ford also had knowledge of the defect through standard pre-release testing, which
18 because surging and stalling occurs relatively early in the vehicles' life, would have revealed the defect.
19 In addition, Ford had access to aggregate warranty repair data, customer complaint data, and
20 replacement part sales data revealing that surging and stalling in Freestyle vehicles is a serious and
21 widespread problem.

22 22. Despite its knowledge of the widespread ETC defect in its Freestyle vehicles, Ford
23 continued to sell and service 2005-2007 Freestyle vehicles and did so without informing its customers
24 and prospective customers of the defect and its attendant safety risks. Ford also continues to replace
25 defective ETC parts with equally defective parts that may temporarily alleviate the surging and stalling
26 but do not correct the underlying defect and continue to expose Freestyle customers to the same
27 unreasonable safety risk. Ford often charges Freestyle owners over \$500 for these inadequate ETC
28 repairs and does not inform Freestyle owners that the surging and stalling is a widespread problem that,

1 because of the uncorrected underlying defect in the ETC, may return in the future.

2 **PLAINTIFF'S EXPERIENCE**

3 **Plaintiff Gene Edwards**

4 23. Plaintiff Gene Edwards purchased a used 2006 Ford Freestyle from the Bob Baker Ford
5 dealership in San Diego, California in October 2006.

6 24. In June 2008, Ms. Edwards's Freestyle began to surge as far as two or three feet while
7 driven at low speeds and also while at a complete stop, revving loudly and subsequently stalling.

8 25. Concerned, Ms. Edwards took her Freestyle to Perry Ford in Poway, California. The
9 Ford dealership told Ms. Edwards that the problem was uncommon and did not mention any service
10 bulletins before reprogramming her Freestyle's PCM and replacing the throttle body under warranty.

11 26. Despite the PCM reprogramming and throttle body replacement, Ms. Edwards's Freestyle
12 began surging again in July 2010. As her car was no longer under warranty, Ms. Edwards paid over
13 \$900 to replace the throttle.

14 27. Ms. Edwards is concerned that someone could have been hurt when her car surged and
15 could still be hurt in the future, and would not have bought her Ford Freestyle had she known the vehicle
16 presented such a significant safety risk.

17 **CLASS ACTION ALLEGATIONS**

18 28. Plaintiff brings this action on behalf of herself and a class of persons initially defined as
19 follows:

20 All persons in California who own or lease a 2005-2007 Ford Freestyle, and all persons
21 in California who previously owned or leased a 2005-2007 Ford Freestyle and paid for
22 repairs to the vehicle's Electronic Throttle Control.

23 Excluded from the Class are Ford; any affiliate, parent, or subsidiary of Ford; any entity in which Ford
24 has a controlling interest; any officer, director, or employee of Ford; any successor or assign of Ford;
25 anyone employed by counsel for Plaintiff in this action; and any Judge to whom this case is assigned as
26 well as his or her immediate family.

27 29. Numerosity. Ford sold over 150,000 class vehicles, including a substantial portion in
28 California. Members of the class thus number in the thousands and are too numerous to practically join

1 in a single action.

2 30. Commonality. Common questions of law and fact exist as to all members of the class
3 and predominate over questions affecting only individual class members. These common questions
4 include the following:

- 5 a. whether class vehicles suffer from a defect that causes surging and stalling;
- 6 b. whether the defect constitutes an unreasonable safety risk;
- 7 c. whether Ford knows about the defect and, if so, how long Ford has known of the
8 defect;
- 9 d. whether the existence of the defect would be considered a material fact by a
10 reasonable consumer;
- 11 e. whether Ford was or is legally obligated to disclose the defect to Plaintiff and
12 Class members;
- 13 f. whether Ford's failure to disclose the defect violates California's Consumers
14 Legal Remedies Act or Unfair Competition Law; and
- 15 g. whether Plaintiff and the other class members are entitled to be notified of the
16 defect and/or receive reimbursement for ETC repairs;

17 31. Typicality. Plaintiff's claims are typical of the claims of the class, because, among other
18 things, Plaintiff purchased a class vehicle which contains the same defect found in all other class
19 vehicles.

20 32. Adequacy. Plaintiff is an adequate representative because her interests align with those
21 of the class members she seeks to represent. Plaintiff has retained counsel competent and experienced in
22 complex class action litigation and intends to prosecute this action vigorously on behalf of the class.

23 33. Superiority. The class action is superior to other available means for the fair and efficient
24 adjudication of this dispute. The injury suffered by each class member, while meaningful on an
25 individual basis, is not of such magnitude as to make the prosecution of individual actions against Ford
26 economically feasible. In addition, individualized litigation presents a potential for inconsistent or
27 contradictory judgments and increases the delay and expense to all parties and the court system. By
28 contrast, the class action device presents far fewer management difficulties and provides the benefits of

1 single adjudication, economy of scale, and comprehensive supervision by a single court. Furthermore,
2 Ford has acted or refused to act on grounds generally applicable to the class, thereby making appropriate
3 final and injunctive relief with respect to the members of the class as a whole.

4 **FIRST CAUSE OF ACTION**
5 **(Violation of the Consumers Legal Remedies Act,**
6 **Cal. Civ. Code §§ 1750 *et seq.*)**

7 34. Plaintiff, on behalf of herself and all others similarly situated, realleges as if fully set
8 forth, each and every allegation set forth herein.

9 35. Ford has violated the Consumers Legal Remedies Act (CLRA), California Civil Code
10 section 1770(a)(5) and (7) by engaging in unfair methods of competition and unfair and deceptive acts
11 and practices in connection with transactions—namely, the sale of Ford Freestyle vehicles and
12 subsequent repairs—that are intended to result and have resulted in the sale and lease of goods and
13 services to consumers.

14 36. In connection with the sale of Freestyle vehicles to Plaintiff and class members and
15 repairs paid for by Plaintiff and class members, Ford omitted material information about a known safety
16 defect that it was legally obligated to disclose. Ford did not inform and has never informed Plaintiff or
17 class members that Ford Freestyle vehicles suffer from a defect that causes uncontrolled surging and
18 stalling. Ford has also failed to disclose that ETC repairs do not correct the defect and likewise result in
19 an unreasonable safety risk.

20 37. The defect in Ford Freestyle vehicles poses an unreasonable safety risk to consumers and
21 other members of the public with whom they share the road. Ford had exclusive knowledge of the
22 defect and has actively concealed it from consumers.

23 38. The existence of the defect in Freestyle vehicles is a fact that a reasonable consumer
24 deciding whether to purchase a vehicle would consider material. The existence of the defect in the
25 replacement parts provided by Ford is likewise a fact that a reasonable consumer deciding how to deal
26 with a malfunctioning vehicle would consider material.

27 39. Had Ford adequately disclosed material information about the defect and its attendant
28 safety risks, Plaintiff and class members would not have purchased class vehicles and would not have
paid for inadequate ETC repairs.

1 against unfair and sharp business practices and to promote a basic level of honesty and reliability in the
2 marketplace. It is fundamentally unfair for Ford to sell vehicles with known safety defects, for Ford not
3 to notify consumers of the safety defects, and for Ford to prescribe repair procedures that do not
4 permanently correct the safety defect, exposing consumers to the same unreasonable safety risks in the
5 future.

6 47. As a result of Ford's unlawful, unfair, and fraudulent business practices as alleged herein,
7 Plaintiff has suffered injury in fact and lost money or property, in that she purchased a class vehicle she
8 otherwise would not have, paid for inadequate repairs, and is left with a vehicle of diminished value and
9 utility because of the safety defect.

10 48. ~~Plaintiff and class members are entitled to equitable relief, including restitution of all~~
11 revenue accruing to Ford because of its unlawful, unfair and fraudulent practices; attorneys' fees and
12 costs; declaratory relief; and a permanent injunction enjoining Ford from its unlawful, unfair, and
13 fraudulent activity

14 **PRAYER**

15 WHEREFORE, Plaintiff, on her own behalf and on behalf of the class, prays for judgment as
16 follows:

- 17 a. For an order certifying the proposed class and appointing Plaintiff and her counsel to
18 represent the class;
- 19 b. For an order requiring Ford to disclose the defect and associated safety risks in 2005-
20 2007 Freestyle vehicles to all existing and prospective Freestyle owners and lessees;
- 21 c. For an award of appropriate damages or restitution to Plaintiff and class members;
- 22 d. For an order enjoining Ford from continuing to engage in unlawful business practices, as
23 alleged herein;
- 24 e. For an order awarding Plaintiff and the members of the class pre-judgment and post-
25 judgment interest;
- 26 f. For an order awarding Plaintiff and the members of the class reasonable attorneys' fees
27 and costs of suit, including expert witness fees; and
- 28 g. For such other and further relief as this Court may deem just and proper.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: April 15, 2011

Respectfully Submitted

GIRARD GIBBS LLP

By: 
Eric H. Gibbs

Geoffrey A. Munroe
David Stein
~~Amy M. Zeman~~
601 California Street, 14th Floor
San Francisco, CA 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846

Michael F. Ram
RAM, OLSON, CEREGHINO & KOPCZYNSKI LLP
555 Montgomery Street, Suite 820
San Francisco, CA 94111
Telephone: (415) 433-4949
Facsimile: (415) 433-7311

Attorneys for Plaintiff



T. Roggenme CA CP

MANOOKIAN LAW
A PROFESSIONAL LAW CORPORATION

100 N. BRAND BOULEVARD, SUITE 200
GLENDALE, CALIFORNIA 91203
TEL: (818) 332-9858 FAX: (818) 459-3581
EMAIL: CLAUDE@MANOOKIANLAW.COM

September 28, 2009

**VIA CERTIFIED
FIRST CLASS MAIL**

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 4812

RECEIVED

9 001 -1 P1:19
CONSUMER AFFAIRS
SECTION

Ken Grody Ford
6211 Beach Boulevard
Buena Park, CA 90621

Re: [REDACTED]
2005 Ford Freestyle, VIN# 1FMDK06145G [REDACTED]
Date of Purchase: September 26, 2006
Violation of Song-Beverly Consumer Warranty Act, California Civil Code §1790-1795.8;
Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.;
Violation of Uniform Commercial Code.

Dear Sir or Madam,

This letter constitutes notice that Ford Motor Company is in violation of California's Song-Beverly Consumer Warranty Act, California Civil Code §1790-1795.8; the Magnuson-Moss Warranty Act and the Uniform Commercial code herein after cumulatively referred to as "Warranty Act" with regard to Breach of Express Warranty.

On or about September 26, 2006, [REDACTED] executed a purchase agreement with Ken Grody Ford for a 2005 Ford Freestyle, for the total price of twenty-seven thousand six hundred seventy-six dollars (\$27,676.00).

The above entitled vehicle has required repairs for recurring problems involving the engine that have made the operation of the vehicle both inconvenient and extremely dangerous. The aforementioned problems have been acknowledged and verified. However, adequate repairs have not been completed due to the manufacturers inability or unwillingness to do so.

While the vehicle is at idle, the engine intermittently surges. Most often this occurs when engaging the transmission from Park into either drive or reverse, but according to Mr. Eshaghian it would also happen while sitting idle at intersections or in traffic. When this occurs, the vehicle suddenly jumps or lurches forward or backward, even if the brake pedal is depressed. Often, the engine then stalls, and upon restarting, the on-board info display reads that the engine is operating in fail-safe mode, during which the engine is extremely underpowered, with

Letter to Ford Motor Company; Ken Grody Ford

September 28, 2009

RE: 2005 Ford Freestyle, VIN# 1FMDK06145C [REDACTED]

Date of Purchase: September 26, 2006

Page 2 of 3

tremendous difficulty accelerating or achieving speeds over 25 miles per hour. If the vehicle is restarted a second time, the problem briefly disappears, only to return shortly thereafter.

This problem has occurred while backing out of a parking space, and more than once pedestrians have been placed at risk injury. It has also happened while stopped at intersections and in traffic. Most importantly the same has occurred while operating the vehicle on a highway. The sudden loss of power and sudden deceleration has placed [REDACTED] and his family in grave danger of bodily harm.

On or about September 3, 2009, [REDACTED] took the above entitled vehicle to Star Ford in Glendale, California, for warranty service due to the aforementioned issues.

On or about September 4, 2009, after diagnosing the problem to be a faulty Throttle Body, the service advisor informed [REDACTED] that the part was on national backorder, and that there was no set release date. [REDACTED] was told that he could take the vehicle and bring it back when the parts arrived; however, this was very troubling as [REDACTED] refused to place his family or others at risk by driving a vehicle with a known and unresolved dangerous defect. [REDACTED] chose to exercise his 10 day rental car option that was part of his warranty plan.

On or about September 9, 2009, [REDACTED] contacted the customer service department at Ford Motor Company regarding this matter. He was again informed that there was nothing that could be done as the needed part was on national back-order. He was told to operate his vehicle with the presence of a potentially life threatening defect and "not to worry" until someone from Ford customer service contacted him. Over the next several weeks [REDACTED] left repeated messages for the Ford customer service representative assigned to him without ever receiving a return call.

All of [REDACTED] concerns have been documented and verified by the service staff at Star Ford. Despite verification and acknowledgment of said defects Ford Motor Company has failed to repair non-conformities that resulted in a condition likely to cause death or serious bodily injury. The 2005 Ford Freestyle remains defective and therefore there has been a failure and refusal to conform the product to its express warranty under the law.

Based upon the above, demand is hereby made that you refund the total sum paid to date including but not limited to the purchase price of the vehicle in the amount of twenty-seven thousand six hundred seventy-six dollars (\$27,676.00), the unused portion of the 2009/2010 registration fees, other incidental expenses incurred by [REDACTED] in connection with the aforementioned defects in the amount of eight hundred fifty dollars (\$850.00) and reasonable pre-litigation attorney's fees of three thousand five hundred dollars (\$3,500.00) less appropriate mileage deduction as set forth in California Civil Code §1793.2(c).

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies, which are available for a violation of the Song-Beverly Consumer Warranty Act: California Civil Code §1790-1795.8

Letter to Ford Motor Company; Ken Grody Ford

September 28, 2009

RE: 2005 Ford Freestyle, VIN# 1FMDK06145C [REDACTED]

Date of Purchase: September 26, 2006

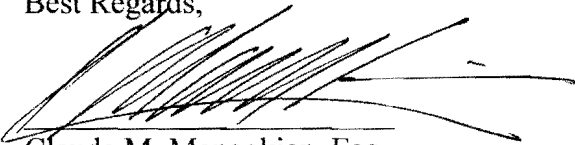
Page 3 of 3

1. The actual damages suffered;
2. Civil Penalty of up to twice the amount of actual damages;
3. Any other relief which the court deems proper;
4. Court costs and attorney's fees.

We look forward to an amicable resolution resulting in the repurchase of [REDACTED] vehicle. Thank you for your time and consideration in this matter.

Should you have any questions or concerns please do not hesitate to contact us.

Best Regards,



Claude M. Manookian, Esq.

cc: File

[REDACTED]
California Department of Consumer Affairs

All Action Details for Issue

Print

VIN: 1FMDK06145G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1395452519
 Name: [REDACTED] Owner Status: Original WSD: 2006-09-28
 Symptom Desc: SURGE CRUISE Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 09/10/2009

Action: TIER II ESCALATION - PARTS DELAY Origin Desc: US CONCERN CASE BASE
 Dealer: 05537 STAR FORD
 Odometer: 23000 MI Comm Type: PHONE
 Analyst Name: SMITH (KSMIT467),KIMBERLY Analyst: KSMIT467
 Action Date: 09/09/2009 Action Time: 13.08.18.859 Action Data: No

Comments CUSTOMER SAID: -VEH SURGING AT IDLE THEN STALLING AS OF LAST WEEK-THROTTLE BODY HAS BEEN DIAGNOSED -10 DAYS OF RENTAL UNDER ESP BUT VEH WONT BE REPAIRED UNTIL AT LEAST DECEMBER -CUST ALSO WANTED TO ADD THAT THE VEH HAS HAD WARRANTY WORK MORE TIMES THAN A NEW VEH SHOULD AND IS CONCERNED THAT THE VEH WILL BE A PROBLEM OUTSIDE OF WARRANTY -CUST HAS DONE SOME RESEARCH ONLINE AND IS INTERESTED IN BUYBACK OR VEH REPLACEMENT PROGRAMSDEALER SAID: STAR FORD900 SOUTH BRAND BLVD.GLENDALE, CA 91204TEL:(818) 956-0977CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.ADVISED CUST OF ABOVE AND THAT THE CCS REP WOULD BE MORE KNOWLEDGABLE ABOUT THE BUYBACK PROCESS AND WHETHER ITS AN OPTION FOR THE CUSTBEST WAY TO CONTACT CUST [REDACTED] C [REDACTED] W

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 05537 STAR FORD
 Odometer: 23000 MI Comm Type: PHONE
 Analyst Name: HAYWARD Analyst: JHAYWA16
 (JHAYWA16),JAMES
 Action Date: 09/10/2009 Action Time: 17.23.57.561 Action Data: No

Comments - CCS JAMES XT 7227 FOR CCS ABE XT 7032 - CASE REVIEW - 2 ORIGINAL OWNED VEHS - LTV SCORE - 77 - PER OASIS - USA 2006 NEW 72/60,000 PREMIUMCARE W/ROADSIDE - NO FSAS - NOT TSBS - PER AWS - NO ENGINE RELATED REPAIRS - PER GCQIS - NO HOTLINE CONTACT

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 05537 STAR FORD
 Odometer: 23000 MI Comm Type: PHONE
 Analyst Name: HAYWARD Analyst: JHAYWA16
 (JHAYWA16),JAMES
 Action Date: 09/10/2009 Action Time: 17.28.51.489 Action Data: Yes

Comments - CCS JAMES XT 7227 FOR CCS ABE XT 7032 - OBC TO CUST AT 2132848051 - SPOKE TO MR. ESHAGHIAN - ADVISED CUST OF ABES CONTACT INFORMATION AND THAT HE WILL BE FOLLOWED UP ON MONDAY 09-14-2009 BY 8 PM ET

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-14-2009

TIME OF FOLLOW UP (HH:MM):

20:00

Action: PARTS ORDER STATUS - NATIONAL BACKORDER

Dealer: 05537 STAR FORD

Origin Desc: DEALER

Odometer: 23000 MI

Comm Type: VISIT

Analyst Name: FRANK WILSON

Analyst: F-WILSO2

Action Date: 09/11/2009

Action Time: 13.49.57.414

Action Data: No

Comments THROTTLE BODY ON BACK ORDER FOR UNKNOWN LENGTH OF TIME ESP RENTAL UP

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05537 STAR FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 23000 MI

Comm Type: PHONE

Analyst Name: VEIT,KATHLEEN

Analyst: KJOHN195

Action Date: 09/24/2009

Action Time: 12.34.51.133

Action Data: No

Comments CCS KATHY X 7034 PER SM FRANK- CUSTOMER REFUSING TO SIGN WAIVER- NO RENTAL PROVIDED

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05537 STAR FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 23000 MI

Comm Type: PHONE

Analyst Name: VEIT,KATHLEEN

Analyst: KJOHN195

Action Date: 09/24/2009

Action Time: 12.50.22.908

Action Data: No

Comments CCS KATHY X 7034 OBC TO CUST AT 2132848051 - LM ON VM ADVISING NEXT ATTEMPT 09-25- NO RENTAL= NO WAIVER

Action: CUSTOMER RETAINED LAWYER

Dealer: 05537 STAR FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 23000 MI

Comm Type: PHONE

Analyst Name: VEIT,KATHLEEN

Analyst: KJOHN195

Action Date: 09/28/2009

Action Time: 17.08.08.608

Action Data: No

Comments CCS KATHY X 7034- OBC TO CUSOTMER- CUSTOMER ADVISED HE WILL NOT SIGN WAIVER- AND [HAS OBTAINED LEGAL COUNCEL- NFA CASE CLOSED

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK06145G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1395452519
 Name: [REDACTED] Owner Status: Original WSD: 2006-09-28
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: ESCALATION MISSED FOLLOW-UP Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: OPEN

Action: MISSED FOLLOW UP - FIRST Origin Desc: MANUAL - PHONE CSR
 Dealer: [REDACTED]
 Odometer: 23000 MI Comm Type: PHONE
 Analyst Name: MITCHELL (SMITC104),SHERRONE Analyst: SMITC104
 Action Date: 09/16/2009 Action Time: 18.42.33.925 Action Data: Yes

Comments CUSTOMER SAID: -HAS BEEN TRYING TO CALL ABE BUSH AT 7-HAS NOT BEEN CALLED BACK-SAYS FORD IS NOT TAKING HIS CASE SERIOUSLY-SAYS HE WILL GET LAWYER IF HE HAS TO-SAYS EVERYTIME HE CALLS THEY SAY 24-48 HRS-SAYS IT FEELS LIKE FORD IS DRAGGING THIS ON-SAYS HE HAS BEEN PATIENT ENOUGH-SAYS IF HE DOES NOT GET A CALL BACK BY NOON TOMMOROW HE WILL BE GOING TO HIS LAWYER-SAYS HE FEELS THAT THE VEH IS UNSAFE TO DRIVE-WILL NOT PUT HIS FAMILY IN VEH-SAYS UNLESS FORD WILL PUT HIM IN COMPRABLE VEH HE WILL NOT GOTO LAWYER-SAYS IF HE GOES TO LAWYER FORD WILL LOSE THOUSANDS OF DOLLARSDEALER SAID: STAR FORD900 SOUTH BRAND BLVD.GLENDALE CA 91204(818) 956-0977CRC ADVISED: -CUST WILL RECEIVE CALLBACK IN 24-48 HRS

Data Element Name	Data Value
WHO FAILED TO FOLLOW UP?	CRC

Action: TIER 1 - SUPERVISOR ESCALATION - DOC ADDITIONAL INFORMATION Origin Desc: TIER ONE - MELBOURNE
 Dealer: [REDACTED]
 Odometer: 23000 MI Comm Type: PHONE
 Analyst Name: MCLEOD (KMCLEOD4),KIESHIA Analyst: KMCLEOD4
 Action Date: 09/25/2009 Action Time: 17.14.05.770 Action Data: Yes

Comments TL KIESHIA _ CLOSING MISSED FOLLOW UP. CASE IS CURRENTLY BEING HANDLED BY CCST AND A FOLLOW UP IS SCHEDULE FOR TODAY.=====ISSUE CLOSED=====

Data Element Name	Data Value
SUPERVISOR'S CDSID:	KMCLEOD4
SUPERVISOR'S NAME:	MCLEOD (KMCLEOD4),KIESHIA

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK06145G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1395452519
Name: [REDACTED] Owner Status: Original WSD: 2006-09-28
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 20000 MI Comm Type: PHONE
Analyst Name: HENDERSON KIMBERLY Analyst: KHENDE42
Action Date: 09/17/2009 Action Time: 11.52.38.109 Action Data: No

Comments CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK06145G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1395452519
Name: [REDACTED] Owner Status: Original WSD: 2006-09-28
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MARKETING PUBLIC PRIVATE OFFERS Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TRACK PUBLIC / PRIVATE OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 23000 MI Comm Type: PHONE
Analyst Name: SMITH (KSMIT467),KIMBERLY Analyst: KSMIT467
Action Date: 09/09/2009 Action Time: 13.10.15.348 Action Data: Yes

Comments CRC ADVISED: REMEMBER TO DIRECT CUSTOMERS TO THE FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:- WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COM-NO PRIVATE OFFERS-ADVISED CUST TO VISIT WEBSITE

Data Element Name	Data Value
----- CUSTOMER MADE AWARE OF AN OFFER? (Y/N)	----- N

Ford Confidential

All Action Details for Issue

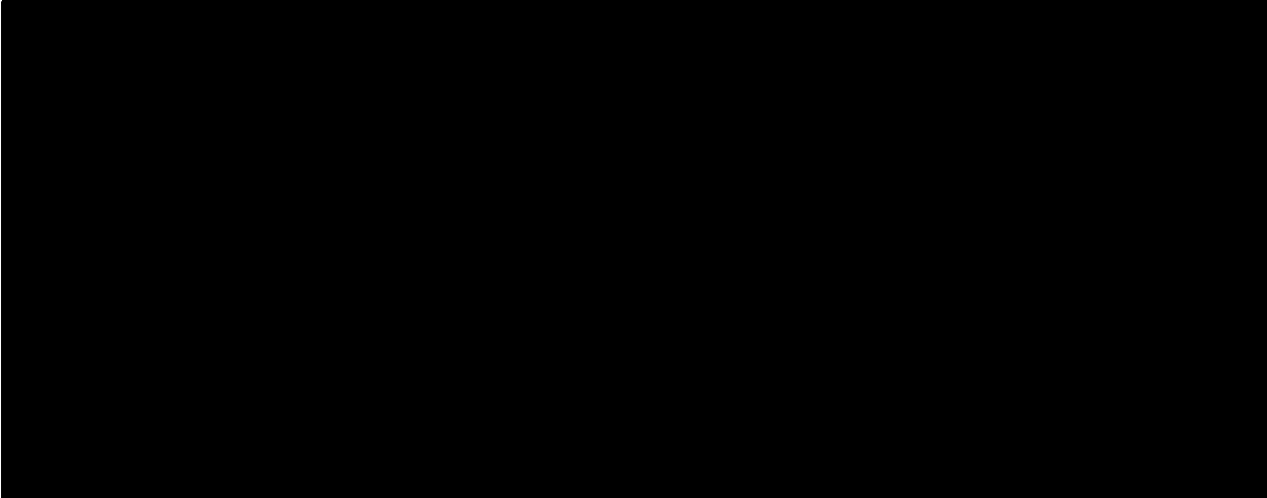
Print

VIN: 1FMDK06145G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1395452519
Name: [REDACTED] Owner Status: Original WSD: 2006-09-28
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PARTS ORDER STATUS - NATIONAL BACKORDER
Dealer: 05537 STAR FORD Origin Desc: DEALER
Odometer: 23362 MI Comm Type: VISIT
Analyst Name: FRANK WILSON Analyst: F-WILSO2
Action Date: 09/08/2009 Action Time: 10.59.05.278 Action Data: No

Comments PARTS WILL NOT BE AVAILABLE UNTIL NOVEMBER AT THE EARLIEST. CUSTOMER HAS 10 DAYS ESP RENTAL AND IS NOT HAPPY WITH DELAY WITH PARTS. CUSTOMERS VEHICLE NEEDS A NEW THROTTLE BODY ASSEMBLY THAT IS BACK ORDERED. WHAT CAN FORD DO TO HELP?

Ford Confidential



13800 Hwy 400
Unionville, NV 89418
8/31/2010 8:23 AM

CFD 09 2010 SC

Ford Products Claims
P.O. Box 70
Dearborn, MI 48121-0070

ATTN: Steve Bardell
Legal Analyst – OGC Products Claim

Dear Mr. Bardell:

I am in receipt of your letter dated August 10, 2010.

First am I to understand that you deny anything is wrong with the “throttle body”?
I have submitted all information you required per your letter July 16, 2010 and
Have shown that over 355 complaints have been issued regarding the “throttle body”,
And yes, Ford doesn’t take responsibility for it.

However, you state in your letter if I want to have this problem taken care of because
This car is continually “surging” and it’s is getting worse, I have to have Ford inspect
The part etc. per paragraph 3 of your letter August 10, 2010. Does this mean I have
To take the car to Ford (DeLong Ford in Winnemucca, Nevada) and have them inspect
It when I’ve already done that and they diagnosed the “surging issue” to be a defective
“Throttle body”.

Am I supposed to jump through hoops or exactly what are you saying to me?

I find it very hard to believe that you wouldn’t fix this problem (you pay) of
approximately \$700.00 and lose a **3 GENERATION FORD PURCHASER**.

This is not only about the part being defective, the money, but **MAINLY THE ISSUE
OF SAFETY. I HAD A CLOSE CALL AND DON’T WANT A TRAGEDY
TO COME OUT OF THE SURGING OF THIS VEHICLE.**



3305 Potato Road
Winnemucca, NV 89445
(775) 623-5001

SUN VALLEY

NV

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
07/14/10	05	FORD	FREESTYLE	1FMZK05155G	52050	45952	45955	
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE	
	08/04/10	10	00:00			00	08/04/10	
R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE					
44484								

UDB Customer Type: R

===== REPAIR LINE 001 =====

VEHICLE REVS UP IN FORWARD AND REVERSE

RETRIEVED CODE P2135 AND PUT IN BASE CONCERNS IN OASIS. FOUND TSB 06-21-1...

FOLLOWED PROCEDURES AND FOUND THE ELECTRONIC THROTTLE BODY ASSEMBLY NEEDED REPLACED.

GAVE CUSTOMER A QUOTE OF \$657.51 TO REPLACE ETB AND REPROGRAM THE PCM.

Bill Code - C

UDB Repair Type: C

UDB Serv Dept: S

<p>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.</p>	<p>STATEMENT OF DISCLAIMER</p> <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. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</p>	LABOR AMOUNT	
		PARTS AMOUNT	
		MISC SALES	
		MATERIALS	
		TOTAL CHARGE	
		DEDUCTIBLE	
		SALES TAX	
		OTHER PAY	
		CUSTOMER PAY	
		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE

Copyright 2001 JDP, Inc.

[Print Page Click Here](#)

OASIS RESULT:

1FMZK05155G [REDACTED]

USA
EN

07/14/2010
11:22:40
FCXWS446

© Copyright 2002-2010 Ford Motor Company. All rights reserved.

VEHICLE INFORMATION

VEHICLE DESCRIPTION
2005 FREESTYLE
TRANSMISSION
CVT TRANSAXLE
PAINT COLOR
DARK BLUE PEARL
AXLE RATIO
5.54 FINAL DRIVE RATIO

BODY STYLE
SEL AWD
AXLE CODE
CD
RADIO
PREM AM/FM STRO/CD CHG/CLK/MP3
WHEEL SIZE
7 X 17" 5 SPOKE ALUM PAINT

ENGINE
3.0L DURATEC-VE(VE8)
ENGINE CALIBRATION
5PB1AC0A
GROSS VEHICLE WEIGHT
5520 LB. GROSS VEHICLE WEIGHT
FRONT TIRE
P215/65R17 BSW

WARNING MESSAGES

VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

ARN MESSAGES

GENERAL WARRANTY INFORMATION

WARRANTY START DATE
12/14/2004

BUILD DATE
09/16/2004

SALE MILEAGE
00010

New Vehicle Base Warranty

OUTSTANDING FIELD SERVICE ACTIONS

06R13

VEHICLE DOES NOT REQUIRE REPAIR UNLESS CUSTOMER INDICATES THEIR VEHICLE MAY BE SUBJECT TO WEATHER CONDITIONS SIMILAR TO THOSE DESCRIBED IN SAFETY RECALL 06S45.

07N10

07N10 CAUTION: MAY NOT NEED REPAIR;SERVICE ONLY IF REAR BRAKE PADS FRICTION MATERIAL IS BELOW 3MM THICKNESS. PLEASE REFER TO DEALER LETTER FOR PROGRAM COVERAGE. EXTENDED COVERAGE REAR BRAKE PADS-ONE TIME REPAIR-36 MONTHS/36,000 MILES WHICH EVER OCCURS 1ST

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

WARRANTY REPAIR HISTORY

NO RECENT REPAIR HISTORY ON VEHICLE

[Click Here for Full Warranty History](#)

| On-line 1878

END OF OASIS REPORT FOR 1FMZK05155G [REDACTED]

610000 - DRIVEABILITY BUCK/JERK**SPECIAL SERVICE MESSAGES****19773 2005-2007 FREESTYLE/FIVE HUNDRED/MONTEGO - HARD TO DIAGNOSE MIL ON/INTERMITTENT TELLTALES AND/OR CHARGING SYSTEM LIGHT**

SOME 2005-2007 FREESTYLE/FIVE HUNDRED/MONTEGO VEHICLES MAY EXHIBIT A HARD TO DIAGNOSE MIL ON, INTERMITTENT TELLTALES, OR INTERMITTENT CHARGING SYSTEM LIGHT. INSPECT THE MAIN ENGINE HARNESS TO PCM (12B637 - ENGINEERING / 12A581 - SERVICE) FOR POSSIBLE CONTACT WITH THE A/C LINES ON THE PASSENGER-SIDE REAR AREA OF THE ENGINE COMPARTMENT. IF CONTACT IS FOUND, INSPECT THE HARNESS FOR A RUB THROUGH CONDITION. IF A RUB THROUGH IS FOUND, REPAIR AS NECESSARY. IF NO RUB THROUGH IS FOUND REPOSITION HARNESS AWAY FROM THE A/C LINES AND PROCEED WITH NORMAL DIAGNOSTICS.

EFFECTIVE DATE: 05/23/2007

18987 2005-2006 FIVE HUNDRED/FREESTYLE/MONTEGO 3.0L 4V - MIL ON WITH DTC P061B AND P2106 TOGETHER, WITH POSSIBLE U0401 - SERVICE TIP

SOME 2005-2006 FIVE HUNDRED, FREESTYLE AND MONTEGO VEHICLES MAY EXHIBIT A MALFUNCTION INDICATOR LAMP (MIL) ON WITH DIAGNOSTIC TROUBLE CODES (DTC'S) P061B AND P2106 TOGETHER. U0401 MAY ALSO BE PRESENT. THE CUSTOMER MAY ALSO INDICATE THE VEHICLE IS BUCKING OR STUMBLING DURING DRIVES. THIS ISSUE MAY BE DUE TO A DAMAGED OR UNSECURED AIR CLEANER BOX OR AIR INLET TUBE, WHICH CAN LEAD TO SNOW/WATER INGESTION CAUSING MOMENTARY MASS AIRFLOW (MAF) SIGNAL CORRUPTION. PRIOR TO ANY NORMAL DIAGNOSTICS, INSPECT AIR INDUCTION SYSTEM AND VERIFY THE THREE LOWER TABS OF THE UPPER AIR CLEANER ARE CORRECTLY INSTALLED INTO THE LOWER AIR CLEANER ASSEMBLY, VERIFY AIR FILTER BOX IS NOT DAMAGED, VERIFY FILTER IS INSTALLED AND CORRECTLY SEATED, AND VERIFY AIR INDUCTION TUBE IS CLAMPED AND IS NOT DAMAGED. REASSEMBLE AND/OR REPAIR DAMAGED PARTS, CLEAR DTC'S AND RETEST.

EFFECTIVE DATE: 12/16/2005

TECHNICAL SERVICE BULLETINS06-21-01**2005-2007 FIVE HUNDRED/FREESTYLE/MONTEGO - MIL ON WITH VARIOUS DTCS**

SOME 2005-2007 FIVE HUNDRED, FREESTYLE AND MONTEGO VEHICLES MAY EXHIBIT A MALFUNCTION INDICATOR LAMP (MIL) OR WRENCH LIGHT WITH DIAGNOSTIC TROUBLE CODE (DTC) P2135, P0068, P0121, P0221, P0222, P0223, P1120, P1121, P1124, P1125, P2100, P2101, P2104, P2106, P2107, P2110, P2111, AND P2112.

See TSB for complete details

EFFECTIVE DATE: 10/05/2006

05-22-08**1996-2006 VARIOUS VEHICLES: WDS COP KIT DIAGNOSTIC TIPS - COIL ON PLUG (COP) IGNITION SYSTEMS - ENGINE MISFIRE OR ROUGH RUNNING**

APPROXIMATELY 50% OF COIL ON PLUG (COP) COILS RETURNED FOR WARRANTY DO NOT HAVE A PROBLEM. THE MISFIRING CYLINDER MUST BE IDENTIFIED THROUGH SELF-TEST MISFIRE CODES OR THROUGH WDS POWER BALANCE. RULE OUT BASE ENGINE PROBLEMS, RULE OUT FUEL PROBLEMS, AND THEN LOOK AT IGNITION PROBLEMS (BE SURE TO RULE OUT COIL PRIMARY CIRCUIT ISSUES). ONCE THE ABOVE STEPS HAVE BEEN COMPLETED, AND THE ISSUE IS IN THE SECONDARY PART OF THE IGNITION SYSTEM, THE OSCILLOSCOPE PROCEDURE OUTLINED IN THIS TSB CAN ISOLATE THE DIFFERENCE BETWEEN A COIL OR SPARK PLUG PROBLEM.

See TSB for complete details

EFFECTIVE DATE: 10/24/2005

7/14/2010

TSB 06-21-1 (Continued)

062101B 2005 Five Hundred, 1.1 Hrs.
Freestyle, Montego Built
PRIOR To 3/9/2005:
Check Diagnostic Trouble
Codes And Replace The
Throttle Body, Includes
Time To Reprogram The
Powertrain Control Module,
And Run Self Test After
Repair (Do Not Use With
12650D, 12650D84,
12650DX1, 9926A)

DEALER CODING

**CONDITION
CODE
42**

**BASIC PART NO.
9E926**

NVBR 253979 DEAL# 50014
STOCK A9396

NEW VEHICLE EXTENDED SERVICE AGREEMENT

1 CUSTOMER INFORMATION/COVERED VEHICLE/SELLING DEALER	
OWNER'S NAME [REDACTED]	Cell# 304-0129- [REDACTED]
STREET ADDRESS [REDACTED]	CITY, STATE, AND ZIP CODE SUN VALLEY, NV 89433
AREA CODE AND TELEPHONE NUMBER [REDACTED]	E-MAIL ADDRESS [REDACTED]
VEHICLE IDENTIFICATION NUMBER 1FM7K05155GA [REDACTED]	YEAR, MAKE, AND MODEL OF VEHICLE 2005 FORD
MANUFACTURER'S IN-SERVICE DATE [REDACTED]	VEHICLE MILEAGE AT TIME OF SALE K050 2005 FREES
NAME OF SELLING DEALER FALCON AUTO MALL	ADDRESS OF SELLING DEALER 19
TELEPHONE NUMBER OF SELLING DEALER 702-423-2171	DEALER NUMBER 1351 W WILLIAMS AVE FALLON NV 89406
LIENHOLDER NONE	LIENHOLDER'S ADDRESS [REDACTED]
CUSTOMER'S SIGNATURE [REDACTED]	DATE OF SALE 12/14/04

2 CHECK COVERAGE	See reverse side of agreement for coverages.
<input type="checkbox"/> POWERTRAIN (PT)	<input type="checkbox"/> HIGH-TECH (HT)
	<input checked="" type="checkbox"/> COMPREHENSIVE (CC)

3 CHECK APPLICABLE BOXES	VEHICLE SURCHARGE:
DEDUCTIBLE AMOUNT PER REPAIR VISIT	<input checked="" type="checkbox"/> 4-WHEEL/ALL WHEEL DRIVE
<input type="checkbox"/> \$0 <input checked="" type="checkbox"/> \$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$200	<input type="checkbox"/> TURBO OR SUPERCHARGER
	<input type="checkbox"/> SUPER HIGH OUTPUT <input type="checkbox"/> DIESEL

4 CHECK TIME & MILEAGE	This agreement expires by time from Manufacturer's In-Service date or mileage measured from zero (0) miles, whichever occurs first.
MONTHS MAXIMUM MONTHS FROM MANUFACTURER'S IN-SERVICE DATE	MILES MAXIMUM VEHICLE ODOMETER READING
<input type="checkbox"/> 24 MONTHS <input type="checkbox"/> 60 MONTHS	<input type="checkbox"/> 50,000 MILES <input type="checkbox"/> 75,000 MILES
<input type="checkbox"/> 36 MONTHS <input checked="" type="checkbox"/> 72 MONTHS	<input type="checkbox"/> 60,000 MILES <input type="checkbox"/> 100,000 MILES
<input type="checkbox"/> 48 MONTHS <input type="checkbox"/> 84 MONTHS	<input checked="" type="checkbox"/> 72,000 MILES
IF NO BOXES HAVE BEEN INDICATED, COVERAGE WILL BE IN EFFECT FOR 24 MONTHS/50,000 MILES, WHICHEVER OCCURS FIRST, AND THE POWERTRAIN COVERAGE WITH A \$200.00 DEDUCTIBLE WILL APPLY.	

5 ADDITIONAL BENEFITS
<p>Substitute Transportation: In the event of a breakdown of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to \$30.00 per calendar day, a 5 day maximum, not to exceed \$150.00 per occurrence. To qualify for reimbursement, the covered vehicle must be retained by the repairing facility overnight and the covered repair must exceed a minimum of four (4) hours labor, as defined in factory or accredited flat rate manuals. Reimbursement for substitute transportation shall not continue beyond the day on which repairs are completed and you are notified of completion. Valid rental agencies or automobile dealerships' receipts will be required for reimbursement.</p> <p>24 Hour Roadside Assistance: In the event the covered vehicle requires any of the following services: (1) gasoline up to two gallons, (2) flat tire service (with inflated spare), (3) battery jump start, (4) locked-out assistance, or (5) towing, the cost of services not payable by your insurance will be covered up to \$80.00 per occurrence, if the service is provided by calling 1-800-270-8447.</p>

6 EXTENDED SERVICE AGREEMENT PRICE	\$ 1713.00
---	------------

ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT IS INVALID AND OF NO FORCE OR EFFECT.

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE.

THIS AGREEMENT IS NOT AN INSURANCE POLICY, IT IS AN EXTENDED SERVICE AGREEMENT BETWEEN YOU AND THE SELLING DEALER. ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS EXTENDED SERVICE AGREEMENT ARE THOSE OF THE SELLING DEALER AND NOT FIRST EXTENDED SERVICE CORPORATION (EXCEPT IN THE STATE OF WISCONSIN), WHICH ADMINISTERS THE AGREEMENT FOR THE SELLING DEALER. SEE REVERSE SIDE FOR ADDITIONAL INFORMATION REGARDING RESPONSIBILITY FOR BENEFITS.

MAINTENANCE RESPONSIBILITIES: If you fail to perform the manufacturer's recommended maintenance, such as oil changes and other periodic services, and your failure results in a breakdown, this will result in loss of your protection under this extended service agreement. Maintenance records from the date of sale supported by receipts indicating dates, mileage and services performed must be kept by the purchaser or subsequent owner of this extended service agreement and made available to the Selling Dealer and/or Administrator on request.

WHAT TO DO IF REPAIRS ARE NEEDED: If your Manufacturer's New Vehicle Warranty is still in effect, contact the Selling Dealer. After the Expiration of Your Manufacturer's New Vehicle Warranty and if your vehicle is within forty (40) miles of the Selling Dealer, you must deliver your vehicle to the Selling Dealer at the address shown on the front of this extended service agreement. If your vehicle is more than forty (40) miles from the Selling Dealer, call First Extended Service Corporation for instructions before you deliver your vehicle to a repairing facility. To ensure coverage under the terms of this extended service agreement authorization on behalf of the Selling Dealer must be obtained prior to teardown or repair. Call the toll free claims number listed below between the hours of 7:00 a.m. - 7:00 p.m., Monday - Friday, C.T. and 9:00 a.m. to 3:30 p.m. C.T. on Saturdays.

EMERGENCY REPAIRS: If repairs to a covered component are required outside normal business hours (i.e., on a weekend or holiday) you should deliver your vehicle to a licensed repair facility and have the necessary repairs performed on your vehicle at a reasonable and customary charge for the repairs. On the next business day you should report the repairs to First Extended Service Corporation by calling the toll free claims number listed below. To obtain a reimbursement for such emergency repairs, please call the claims number below. Emergency repairs are defined as repairs required to enable your vehicle to be driven.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS...PLEASE CALL:
FOR NATIONWIDE CLAIMS 1-800-527-3426 FOR ROADSIDE ASSISTANCE ONLY 1-800-270-8447**

ADMINISTERED BY
FIRST EXTENDED SERVICE CORPORATION
P.O. Box 130745, Dallas, Texas 75313-0745

CUSTOMER COPY

NVBR
(1/03)



Office of the General Counsel
Confidential

Ford Product Claims
PO Box 70
Dearborn, MI 48121-0070

July 16, 2010

[Redacted]
[Redacted]
Unionville, NV [Redacted]

AUG 03 2010 Je

RE: 2005 Freestyle
1FMZK05155G [Redacted]

Dear [Redacted]:

This is in response to Vikki Marinich's contact on your behalf with our Customer Relationship Center regarding your vehicle concern and accident.

In order to begin an evaluation of your claim, please provide the following information by completing and returning this form.

1. What is the *specific* alleged manufacturer's defect?

THROTTLE Body

2. What specifically are you seeking from Ford Motor Company?

Complete Replacement r Labor (Parts r Labor)

3. Has the alleged defective part(s) been repaired or replaced? Yes No not yet

4. Where did the incident occur (City, State)? Reno, NV.

5. What is the incident date? 5/9/10

6. Has an insurance company been advised of this incident? Yes No

If yes, please provide name and phone number of insurance company and adjuster's name and claim number (you may not seek recovery from both Ford and your insurance carrier for the same loss).

7. Please provide copies of the following documents and check the boxes indicating an item is attached:

- Copy of the vehicle title and registration
- Copy of the fire/EMS/police report N/A
- Copy of your expert's report including color photos of the vehicle exterior/interior, damaged area and vicinity, and the alleged defective part(s) from multiple angles
Copy rec'd of front License Plate
Car surged & Hot Fire
when
no one injured didn't report sent to plate



Extended Warranty

N/A
N/A
N/A

- A separate sheet of paper providing your complete description of the incident
- Verification that your insurance company is not paying for the same loss
- List of all aftermarket additions/modifications to the vehicle
- Vehicle repair/maintenance history including tune-ups and oil changes
- Copy of the vehicle bill of sale/purchase invoice
- Repair estimate or repair invoice with proof of payment
- OR
- Total loss worksheet with copies of any draft payments received

13 Delivery 10/11
Dan Service Dept
6235001

6/25/11
Jill
Phil
1/2
John

Your claim will not be evaluated until all the requested information is submitted. Should you not send all of the requested information within 90 days, we will assume that you are not pursuing the claim and we will close our file. Your vehicle will not be inspected until all the requested information has been submitted and a determination has been made as to whether an inspection is warranted.

Until a claimant proves a manufacturer's defect, Ford Motor Company will not consider the claim valid. The primary evidence in any product liability claim is that which shows the product, or any component part, is in fact defective.

Should you decide to pursue action against Ford Motor Company, please ensure that the incident scene and subject vehicle and all of its component parts are maintained and preserved. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial. If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective. In the event that we do not intend to perform such inspection and/or testing, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Thank you for the opportunity to review this matter.

Respectfully yours,

Steve Bardell
Legal Analyst · Product Claims

7/14/10 – notes REGARDING SURGING OF MOM'S CAR 2005 FORD FREESTYLE

On 5/19/10 Wal-mart's Spanish springs –Nevada 6:00pm or so –(checked out at 7:30) went to Wal-marts mom parking in handicap car surged and hit pole bending front license plate, woman walking by scared her (she was on other side of pole) and it scared my mom and since hasn't driven.

see attached

6/30/10 took mom's car to Delong ford (WMCA) for car surging in forward or reverse. They made appt for 7/9 @ 8am to check out. Had to change appt to 7/14/10 (weds @8am because had to take mom to Dr. Spogen in Reno on 7/9)

*775
623-5001
DAN*

7/14/10 Dan at Delong said, it is a throttle body and he would have to order the part and call me when to bring in. (did diagnostic). He said, he would have to check with the extend warranty company to see if they would pay. I called him after I got home and he said, they won't cover the part therefore, it is going to be 650.00 495.00 for the part plus labor. I told him, didn't think that was fair or right since the car surges and I could have potentially hit someone because of the random surging. Checked on internet found 10 complaints at autobeef.com and 345 complaints from watchdog.com. I explained Toyota's problem etc. to Dan and he said, nothing he could do because it after market Warranty won't pay. Suggested I call the dealership where we bought in Fallon, NV

I did and talked to Bruno and he took information and talked to their service department And Chris called me to tell me the part wouldn't be paid for.

I stressed the issue of the surging and the small incident hitting the pole could have been Far worse had it been a person. He called me back and gave me Ford Motor 800 # and I called them and talked to David (very nice man) and explained to him. He asked if **I had a police or accident report told him no because damage small to car and no one was**

Hurt and I had other issues which took priority with my father passing away etc. Since the surging became more and more common, after I got Mom moved up here with Me (Unionville) 5/22/10 and getting her settled and started trying to get this issue resolved. (The car is driven seldom – to take her to Drs) so since it was basically sitting I didn't delve into the problem until the end of June.

I checked the mileage today 7/14/10 which it is 45998 after returning from Delong Ford David at Ford told me he would turn it over to their legal department.

I looked up throttle sensor on internet and have attached comments by other persons that have a problem (see attached)

David told me I should have a letter within 15 days from Ford

Thank you

Daughter & Guardian

All Action Details for Issue

[Print](#)

VIN: 1FMZK05155G [REDACTED] Year: 2005 Model: FREESTYLE Case: 537141670
 Name: [REDACTED] Owner Status: Subsequent WSD: 2004-12-14
 Symptom Desc: SURGE CRUISE Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ACCIDENT Secondary Phone: [REDACTED]
 Issue Type: 10 OGC Issue Status: CLOSED

Action: ADVISE CUSTOMER INFO WILL BE SENT TO OGC Origin Desc: US CONCERN CASE BASE
 Dealer: 08351 DELONG FORD-MERCURY, INC.
 Odometer: 45000 MI Comm Type: PHONE
 Analyst Name: MACKINNON, DAVID Analyst: DMACK113
 Action Date: 07/14/2010 Action Time: 17.52.58.925 Action Data: Yes

Comments CUSTOMER SAID: - [REDACTED] (DAUGHTER) CALLING ON BEHALF OF [REDACTED] 13800 STATE ROUTE 400- UNIONVILLE, NV 89418- 7755387627- 19MAY2010- VEH SURGED WHILE FOOT ON BRAKE PEDAL- VEH HIT POLE- MINOR DAMAGE TO LICENCE PLATE AND BUMPER- NO INJURIES- NO POLICE REPORT FILED- NO INSURANCE CLAIM FILED- VEH REPAIRABLE- DLR DIAGNOSED AS THROTTLE BODY SENSOR- 3RD PARTY WARRANTY ON CAR, REFUSES COVERAGE- SELLING AND SERVICING DLR EACH DENYING FIN ASSIST- CUST SEEKING TO HAVE FORD PAY FOR MALFUNCTIONING THROTTLE BODY- SINCE INCIDENT VEH IS SURGING WITH PROGRESSIVELY GREATER FREQUENCY- CUST'S DAUGHTER CONTINUES TO DRIVE VEH DEALER SAID: DELONG FORD-MERCURY, INC. 3305 POTATO ROAD WINNEMUCCA, NV 89445 TEL: (775) 623-5001 CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.

Data Element Name	Data Value
FIRE / ACCIDENT	A

Ford Confidential

All Action Details for Issue

[Print](#)

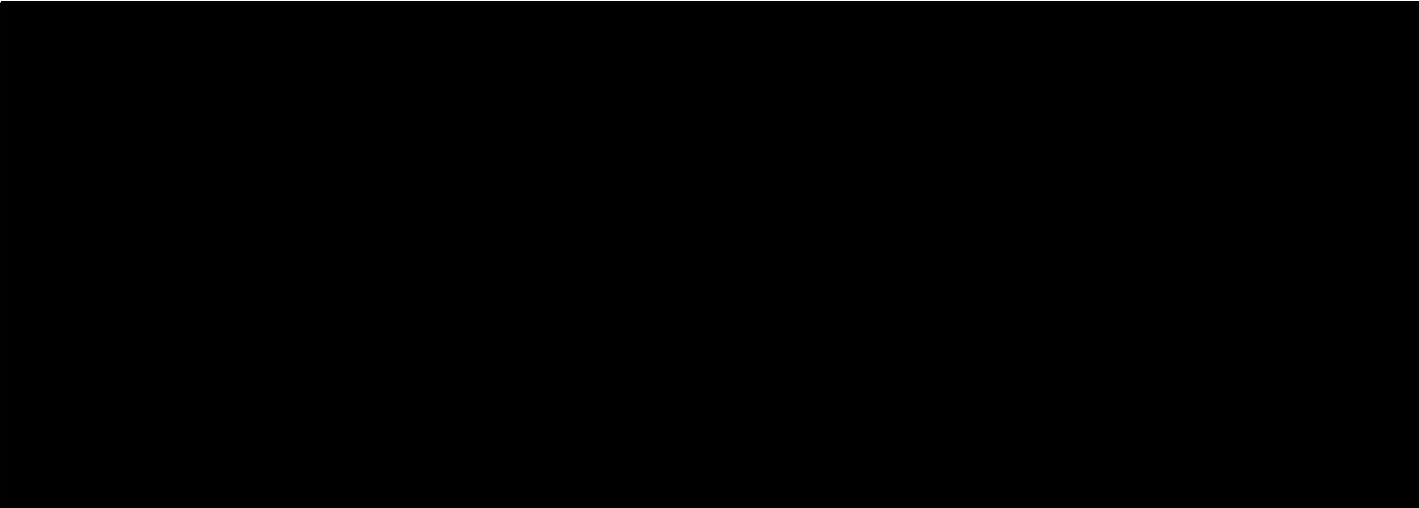
VIN: 1FMZK05155G [REDACTED] **Year:** 2005 **Model:** FREESTYLE **Case:** 537141670
Name: [REDACTED] **Owner Status:** Subsequent **WSD:** 2004-12-14
Symptom Desc: PAINT/FINISH APPEARANCE BUBBLED/PEELED **Primary Phone:** [REDACTED]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone:** [REDACTED]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY **Origin Desc:** US CONCERN CASE BASE
Dealer: 08351 DELONG FORD-MERCURY, INC.
Odometer: 44000 MI **Comm Type:** PHONE
Analyst Name: MACKINNON, DAVID **Analyst:** DMACK113
Action Date: 06/16/2010 **Action Time:** 14.55.12.385 **Action Data:** No

Comments CUSTOMER SAID: - RECALL INQUIRY REGARDING 06R13- ALSO, PAINT PEELING ON FRONT FENDERS- ONLY THE 2ND TONE OF THE 2-TONE PAINT PEELING- CUST SEEKING FIN ASSIST- VEH HAS NOT BEEN TO DLRDEALER SAID: DELONG FORD-MERCURY, INC.3305 POTATO ROADWINNEMUCCA, NV 89445 TEL: (775) 623-5001CRC ADVISED; I HAVE REVIEWED IF ANY AVAILABLE COVERAGES MAY ASSIST IN YOUR REPAIR REQUEST. THERE IS NOT ACTIVE ESP TO COVER THE PART OR THE REPAIR AND THE VEHICLE IS OUTSIDE OF ANY APPLICABLE WARRANTY. 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.

Ford Confidential

... 7/15/2010



BEGINNING OF CONTACT
08/03/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.56.37

=====

REGION: N4 WASHINGTON	OGC ISSUE	CASE NBR: 614562110.
VIN: 1FMDK06185G [REDACTED]	ZONE: A02	OPENED: 2010/08/02
	ENGINE: 1	VEH TYPE: T
		CLOSED: 2010/08/02

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: LORTON	STATE: VA	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2005	MODEL: FREESTYL	
MILEAGE: 100000		
DEALER NAME: SHEEHY FORD OF SPRIN	SALES CODE: F27003	P & A: 00070
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 620900 ENG SPEED-UP SUDDEN ACCELERATION		

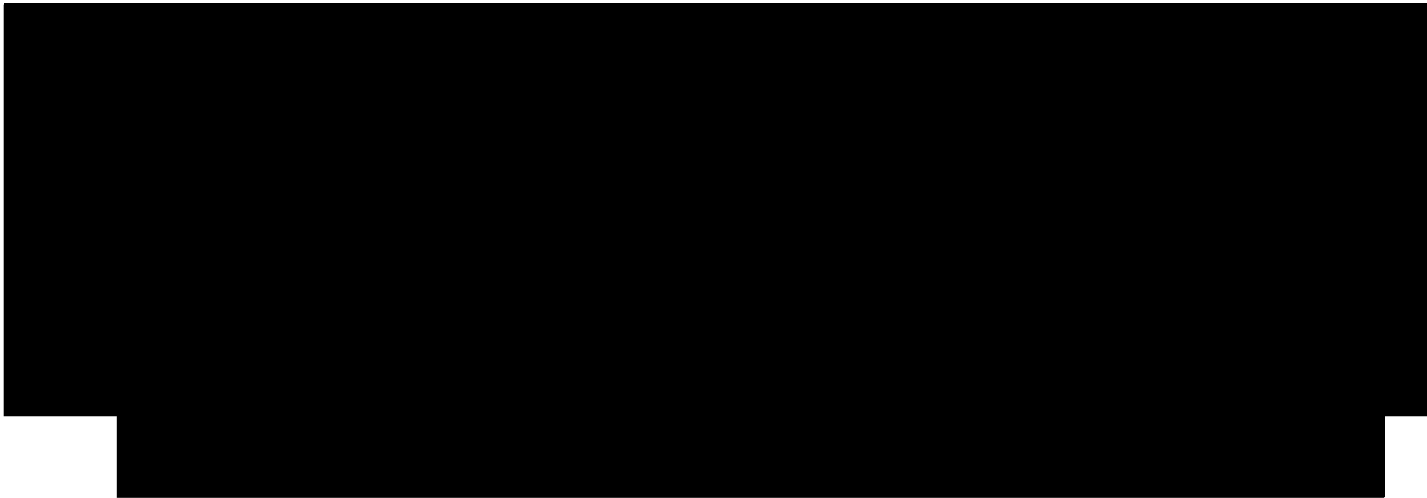
ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: YSALCEDO SALCEDO, YASMIN

DATE: 2010/08/02 TIME: 10.36.23 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CW [REDACTED] (SPOUSE)1-VEH ACCELERATES ON ITS OWN WHILE AT CRUISE2-ENGINE FAIL SAFE MODE COMES ON -VEH IS AT AN INDEPENDENT MECHANIC(NAME OF THE SHOP IS RPM)-THROTTLE BODY NEEDS TO BE REPLACED-PART IS ON A NATIONAL BACK ORDER UNTIL 8/26/10-CONTACTED THE LOCAL NEWS AND IS WORKING WITH THEM-CUST SEEKING LOANER VEH -DLR WANTS TO HAVE VEH DIAG AT THE DLR -MECHANIC DOES NOT FEEL THAT THIS VEH IS SAFE TO DRIVE-HAS A DENT IN THE BUMPER OF THE VEH BECAUSE OF THE SUDDEN ACCELERATION-CUST SAID THAT SHE WILL NOT TAKE THE VEH TO A FORD DLR UNLESS SHE IS GOING TO GET A LOANER VEH-HAS POSTED THIS ON HER FACEBOOK-VEH SHOULD NOT DO THIS-DOES NOT FEEL THAT SHE NEEDS TO TAKE THE VEH TO A DLR ONCE IT IS OUT OF WARRANTY-ACCIDENT OCCURRED ABOUT 6 MONTHS AGO-ACCIDENT WAS DUE TO THE SUDDEN ACCELERATION-THERE WERE NO INJURIES-DID NOT FILE A CLAIM WITH THE INSURANCE COMPANY, CANNOT AFFORD TO PAY THE DEDUCTIBLE-VEH WAS IN A PARKING LOT, VEH WAS PUT INTO REVERSE AND LURCHED FORWARD-THERE WAS NO POLICE REPORT FILED-FRONT BUMPER HAS A DENTDEALER SAID: SHEEHY FORD OF SPRINGFIELD6727 LOISDALE ROADSPRINGFIELD VA 22150(703) 922-7900CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-CUST ADDRESS [REDACTED] RDLORTON VA [REDACTED] HOME#7 [REDACTED] DAYTIME [REDACTED]-ADVISED CUST THAT THERE ARE NO OPEN RECALLS, CSP OR ESP TO COVER A LOANER VEH

CONSUMER AFFAIRS

08/03/2010 FAXOGC2 CONFIDENTIAL





D032384

Office of the General Counsel

Ford Motor Company
Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

December 22, 2010

[REDACTED]
DALLAS, PA [REDACTED]

JAN 6 7 2011 X

RE: 2007 Ford Freestyle
VIN: 1FMDK06167G [REDACTED]

Dear [REDACTED]:

We are in receipt of the information you submitted with respect to your claim dated December 22, 2010. Our analysis does not indicate any evidence of a manufacturing or design defect.

As you know the primary evidence in any product liability claim or lawsuit is that which shows the product, or any component part is in fact defective. Therefore Ford Motor Company respectfully declines your request for compensation.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for giving us the opportunity to review your concern.

Sincerely,

Alma Taylor
Claims Analyst
Legal Analyst- OGC Product Claims

See attached

dec 31,2010

As stated in previous letter, see attached, I think there may be something wrong with the computer in this car... since it has had several errors come up on the dash, such as the wrench light in the summer when it stalled over 90 degree days, and the gas surges and nothing is registering on the computer. As suggested by Fitzpatrick and Lambert they suggest this be taken to a garage that has a vehicle data recorder, and this is what I am requesting help from Ford with... before something else happens..we have always bought ford products but this last car will make me think twice before I buy another one....

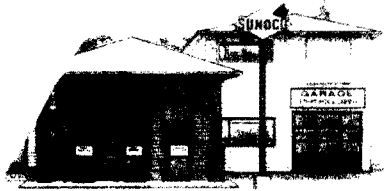
Please advise...

See attached:

Thank you,

[REDACTED]
Dallas Pa [REDACTED] cell [REDACTED]

p.s. I can wait to have the repairs done if Ford will try to find out if the computer in this car is defective.



FITZPATRICK & Lambert INC.



RT 87 & RT 220 • BOX 345 • DUSHORE, PA 18614
 TELE 570-928-8183 • FAX 570-928-9589



NEW HOLLAND

CUSTOMER NO 6389	ADVISOR CAROLYN LEJEDAL	TAG NO. 115	INVOICE DATE 09/10/10	CELL NO. FOC57798
	LABOR RATE 65.00	MILEAGE 65,003	COLOR GREEN	STOCK NO.
	YEAR MAKE MODEL 07/FORD TRUCK/FREESTYLE AWD		DELIVERY DATE 12/28/07	DELIVERY MILES
DALLAS, PA	VEHICLE ID NO. 1 F M D K 0 6 1 6 7 G		SELLING DEALER NO.	PRODUCTION DATE
	P.P.T. NO.		R.O. DATE 09/10/10	

NO: 65

LABOR & PARTS
 J# 1 00FOZ20 TRANSMISSION SERVICE HOURS: 2.00 TECH(S):113 130.00
 SOP FOR TRANSMISSION SERVICE
 SERVICED TRANSMISSION. HAD TO REMOVE REAR TRANSMISSION MOUNT TO ACCESS FILTER HOUSING. REPLACED HIGH PRESSURE TRANSMISSION OIL FILTER. FILLED WITH FRESH OIL. REINSTALLED ALL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	5F9Z-7B155-Y	FILTER 290056	75.14
JOB # 1	7	XT-7-QCFT	FLUID - 072838	12.01
JOB # 1 TOTAL PARTS				159.21
JOB # 1 TOTAL LABOR & PARTS				289.21

J# 2 09FOZ03 DRIVEABILITY HOURS: TECH(S):113 INTERNAL
 * WRENCH LIGHT CAME ON AND STALLS.
 SEE HISTORY - RO 77224 FROM 7/28/10 WAS NPF, NO CODES
 LIGHT IS NOT ON. CHECKED FOR CODES. NO CODES IN SYSTEM.
 ROADTESTED OKAY. DID NOT DUPLICATE PROBLEM. NO REPAIRS ATTEMPTED AT THIS TIME

I also reported here gas surges but not listed on invoice

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00

J# 3+00FOZ06 OIL & FILTER CHANGE HOURS: TECH(S):113 INTERNAL
 TECH CHANGED OIL AND FILTER BY MISTAKE. NO CHARGE TO CUSTOMER.

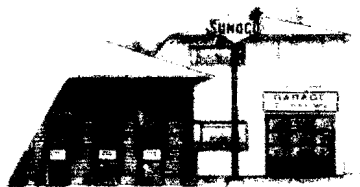
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	PKFL820S620	OIL & FILTER	INTERNAL
JOB # 3	1	F1AZ-6731-BD	FILTER 966738	INTERNAL
JOB # 3	1	PM-4	BRAKE C 545944	INTERNAL
JOB # 3	6	5W20	OIL	INTERNAL
JOB # 3	2	ANTIF	QT ANTI	INTERNAL
JOB # 3	2	WWF	QT WASH	INTERNAL
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00

COMMENTS
 HAS BLUE FOCUS LOANER

** this happened more than once if outside temp is over 90 it seems like the car vapor locks & I have no power and when I go to stop it stalls - it did this 3 times this summer but no error codes registered on the computer - Can this computer be bad??*

As Reynolds and Reynolds Company, Form 1000 (03/05/09)

(CONTINUED ON NEXT PAGE) 01 42ptm



FITZPATRICK & Lambert INC.

RT 87 & RT 220 • BOX 345 • DUSHORE PA 18614
TELE 570-928-8183 • FAX 570-928-9289



NEW HOLLAND

CUSTOMER NO	6389	ADDRESS	RITA VANDEMARK	PHONE NO	8736	DELIVERY DATE	11/05/10	CELL	INVOICE NO	FOCS78864
		APPROX RATE	65.00			DELIVERY MILES	67,589			
		YEAR MAKE MODEL	07/FORD TRUCK/FREESTYLE AWD			DELIVERY DATE	12/28/07			
DALLAS, PA		VEHICLE ID NO	1 F M D K 0 6 1 6 7 G			DELIVERY DEALER NO				
RESIDENCE PHONE							11/03/10			
			570-410-6620							MO: 675

LABOR & PARTS

1 09FQZ03 DRIVEABILITY HOURS: TECH(S):212 0.00

CUSTOMER STATES CAR SURGES FROM PARK TO REVERSE. PARK TO DRIVE. INTERMITTENT. NO WARNING LIGHTS ON DASH. ROAD TESTED EXTENSIVELY. UNABLE TO DUPLICATE CONCERN. CHECKED TRANSAXLE FLUID LEVEL AND QUALITY. BOTH GOOD. DID VISUAL CHECK UNDER HOOD. NO PROBLEMS FOUND. CONDUCTED WIRE AND CONNECTION WIGGLE TEST. NO PROBLEM FOUND. INSTALLED DIAGNOSTIC COMPUTER AND CHECKED MEMORY FOR DIAGNOSTIC TROUBLE CODES. NONE FOUND. CONDUCTED SELF TESTS. ALL PASSED. IN CASE CONCERN IS TRANSMISSION RELATED CHECKED SHIFT LINKAGE. TRANSMISSION RANGE SENSOR AND TRANSMISSION PRESSURES VIA IDS. NO PROBLEMS FOUND. IN CASE CONCERN ENGINE RELATED CHECKED AIR FILTER. FUEL FILTER. FUEL PRESSURE. ALL OK. ALSO CHECKED INTAKE SYSTEM. VERIFIED THROTTLE POSITION SENSOR VOLTAGE AND CHECKED THROTTLE BODY HARNESS AND CONNECTIONS PER FORD TECHNICAL HOT LINE DIRECTION. CONTACT ID 104158771. STILL UNABLE TO DUPLICATE CONDITION. FIELD SERVICE ENGINEER INTERVENTION NOT APPROPRIATE UNLESS CONDITION CAN BE DUPLICATED. UNABLE TO DUPLICATE. NO PROBLEM FOUND. NO REPAIR MADE. IF CUSTOMER WOULD LIKE TO PURSUE FURTHER SUGGEST VEHICLE BE TAKEN DEALERSHIP EQUIPED WITH A VEHICLE DATA RECORDER (VDR).

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS

DROP/HAS GOLD LOANER
 DELETED OPERATION(S)
 10FQZ070 EXTERIOR LIGHTING

TOTALS

Thank You!! We Appreciate Your Business

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

TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE



Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

November 5, 2010

DEC 22 2010 SC

[Redacted]

DALLAS, PA [Redacted]

RE: 2007 FREESTYLE

VIN: 1FMDK06167G [Redacted]

Dear [Redacted]:

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a timely manner.

If you have turned any portion of this matter over to your insurance company, and should your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you intend to pursue a claim directly with Ford Motor Company, we request that you provide us with all the following information by completing and returning this form:

- Attach on a separate piece of paper a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- A copy of the police and/or fire report.
- A copy of the vehicle title and registration.
- Original color photographs of the vehicle's collision/fire damage & the alleged defective part(s), **from several different angles.**
- Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- Original color photographs of the accident scene showing the grade of the road.
- Attach a copy of your expert's report and the expert's original photographs.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.
- Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and **copies of draft payments.**
- A complete service history for the subject vehicle, including any maintenance items.
- If you are claiming damages other than the vehicle, please provide the necessary pictures, receipts, and estimates to support your claim.

Please answer the following in the space provided. If you need additional space, please use the back of the form;

1. What are you seeking from Ford Motor Company in this matter?
I JUST WANT FORD TO BE AWARE THIS IS HAPPENING
2. What is the alleged defect:
GAS SURGES CAUSING CAR TO MOVE FAST BY ITSELF WHEN GOING FROM PARK TO DRIVE & SOMETIMES DRIVE TO REVERSE

3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No *NOT YET WARRANTED FOR*
4. What was the city, state and date of occurrence: HUNLOCK CREEK, PA 15621 *GARAGE TO HAVE AN OPENING*
5. What was the mileage at time of occurrence: around 68,000
6. List all after market additions or modifications that were made to the vehicle:
NONE
7. Was the engine running? (circle one) Yes or No
8. Were the keys in the ignition? (circle one) Yes or No
9. Was this vehicle purchased new or used:
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: FITZPATRICK + LAMBERT 12/27/07 used 10,496
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).
DUSHORE, PA
AT MY HOME IN THE GARAGE
12. Has an insurance company been advised of this incident? Yes No
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number **(It is your responsibility to contact your insurance company):**
14. Please provide the names and contact information of any witnesses to the incident?

Once we are in receipt of the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,
A. T. Taylor
Alma Taylor
Legal Analyst- OGC Product Claims



FITZPATRICK & Lambert INC.

RT 87 & RT 220 • BOX 345 • DUSHORE, PA 18614
TELE 570-928-8183 • FAX 570-928-9589



NEW HOLLAND

CUSTOMER NO 6389	ADVISOR CAROLYN LELJEDAL	TAG NO 119	INVOICE DATE 09/10/10	CELL NO FOCS77982
	LABOR RATE 65.00	LICENSE NO [REDACTED]	COLOUR GREEN/	STOCK NO
	YEAR MAKE MODEL 07/FORD TRUCK/FREESTYLE AWD	MILEAGE 65,003	DELIVERY DATE 12/28/07	DELIVERY MILES
DALLAS, PA	VEHICLE ID NO 1 F M D K 0 6 1 6 7 G		SELLING DEALER TAG	PRODUCTION DATE
	PLATE NO		R/S DATE 09/10/10	
	COMMENTS			

MO: 650

LABOR & PARTS

J# 1 00FOZ20 TRANSMISSION SERVICE HOURS: 2.00 TECH(S):113 130.00
SOP FOR TRANSMISSION SERVICE
SERVICED TRANSMISSION. HAD TO REMOVE REAR TRANSMISSION MOUNT TO ACCESS FILTER HOUSING. REPLACED HIGH PRESSURE TRANSMISSION OIL FILTER. FILLED WITH FRESH OIL. REINSTALLED ALL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	5F9Z-7B155-Y	FILTER 290056	75.14	
JOB # 1	7	XT-7-QCFT	FLUID - 072838	12.01	
				JOB # 1 TOTAL PARTS	159.21

JOB # 1 TOTAL LABOR & PARTS 289.21

J# 2 09FOZ03 DRIVEABILITY HOURS: TECH(S):113 INTERNAL
WRENCH LIGHT CAME ON AND STALLS.
* SEE HISTORY - RO 77224 FROM 7/28/10 WAS NPF. NO CODES LIGHT IS NOT ON. CHECKED FOR CODES. NO CODES IN SYSTEM. ROADTESTED OKAY. DID NOT DUPLICATE PROBLEM. NO REPAIRS ATTEMPTED AT THIS TIME

I also reported here gas surges but not listed on invoice

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

J# 3+00FOZ06 OIL & FILTER CHANGE HOURS: TECH(S):113 INTERNAL
TECH CHANGED OIL AND FILTER BY MISTAKE. NO CHARGE TO CUSTOMER.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	PKFL820S620	OIL & FILTER		INTERNAL
JOB # 3	1	F1AZ-6731-BD	FILTER 966738		INTERNAL
JOB # 3	1	PM-4	BRAKE C 545944		INTERNAL
JOB # 3	6	5W20	OIL		INTERNAL
JOB # 3	2	ANTIF	QT ANTI		INTERNAL
JOB # 3	2	WWF	QT WASH		INTERNAL

JOB # 3 TOTAL PARTS 0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

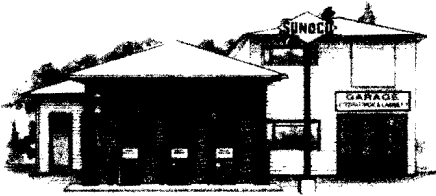
COMMENTS
HAS BLUE FOCUS LOANER

** this happened more than once if outside temp is over 90 it seems like the car vapor locks and have no power and when I go to stop it stalls - it did this 3 times this summer but no error codes registered on the computer - Can this computer be bad??*

could that be why no error codes are recorded??

(CONTINUED ON NEXT PAGE) 0142prt

Eng. Raymond and Ken C. Lambert, FRAI (IPE) 02622874



FITZPATRICK & Lambert INC.

RT 87 & RT 220 • BOX 345 • DUSHORE, PA 18614
TELE 570-928-8183 • FAX 570-928-9589



NEW HOLLAND

CUSTOMER NO 6389	ADVISOR RITA VANDEMARK	TAG NO. 8736	INVOICE DATE 11/05/10	CELL: [REDACTED]
[REDACTED]	LABOR RATE 65.00	LICENSE NO. [REDACTED]	MILEAGE 67,589	COLOR GREEN/
[REDACTED]	YEAR / MAKE / MODEL 07/FORD TRUCK/FREESTYLE AWD	DELIVERY DATE 12/28/07	DELIVERY MILES	STOCK NO. FOCS78864
DALLAS, PA	VEHICLE I.D. NO. 1 F M D K 0 6 1 6 7 G	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	P.T.E. NO.	P.O. NO.	R.O. DATE 11/03/10	
COMMENTS				MO: 67589

LABOR & PARTS
JOB # 1 09FOZ03 DRIVEABILITY HOURS: TECH(S):212 0.00
CUSTOMER STATES CAR SURGES FROM PARK TO REVERSE. PARK TO DRIVE. INTERMITTENT. NO WARNING LIGHTS ON DASH. ROAD TESTED EXTENSIVELY. UNABLE TO DUPLICATE CONCERN. CHECKED TRANSAXLE FLUID LEVEL AND QUALITY. BOTH GOOD. DID VISUAL CHECK UNDER HOOD. NO PROBLEMS FOUND. CONDUCTED WIRE AND CONNECTION WIGGLE TEST. NO PROBLEM FOUND. INSTALLED DIAGNOSTIC COMPUTER AND CHECKED MEMORY FOR DIAGNOSTIC TROUBLE CODES. NONE FOUND. CONDUCTED SELF TESTS. ALL PASSED. IN CASE CONCERN IS TRANSMISSION RELATED CHECKED SHIFT LINKAGE. TRANSMISSION RANGE SENSOR AND TRANSMISSION PRESSURES VIA IDS. NO PROBLEMS FOUND. IN CASE CONCERN ENGINE RELATED CHECKED AIR FILTER. FUEL FILTER. FUEL PRESSURE. ALL OK. ALSO CHECKED INTAKE SYSTEM. VERIFIED THROTTLE POSITION SENSOR VOLTAGE AND CHECKED THROTTLE BODY HARNESS AND CONNECTIONS PER FORD TECHNICAL HOT LINE DIRECTION. CONTACT ID 104158771. STILL UNABLE TO DUPLICATE CONDITION. FIELD SERVICE ENGINEER INTERVENTION NOT APPROPRIATE UNLESS CONDITION CAN BE DUPLICATED. UNABLE TO DUPLICATE. NO PROBLEM FOUND. NO REPAIR MADE. IF CUSTOMER WOULD LIKE TO PURSUE FURTHER SUGGEST VEHICLE BE TAKEN DEALERSHIP EQUIPED WITH A VEHICLE DATA RECORDER (VDR).

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
DROP/HAS GOLD LOANER
DELETED OPERATION(S)
LOFOZ070 EXTERIOR LIGHTING

TOTALS

Thank You!! We Appreciate Your Business

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

* Payment Method *
* [] Cash Check [] Check#..... *
* [] Credit Card [] Charge by..... *

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company, EPHRATA, PA 17841-0001



Ford Customer Service Division

PO Box 6248, MD 4S-B
Dearborn, MI 48126 USA

October 25, 2010

[REDACTED]
Dallas, PA [REDACTED]

Case # 0372522950

Vehicle ID # 1FMDK06167G [REDACTED]

Dear [REDACTED],

Due to the nature of your recent correspondence, we would like to address this matter with you personally. This will give us the opportunity to ask questions and discuss this topic in further detail.

Ford Motor Company values customer feedback and we appreciate the opportunity to follow up on your communication.

At your convenience, please contact us at our Customer Relationship Center at **1-800-392-3673** between 8 a.m. and 5 p.m. local time, Monday to Friday. Any representative that answers will be happy to discuss the situation with you as a summary of your correspondence has been documented in our database.

Thank you, we look forward to hearing from you.

Sincerely,

Teresa Wesley
Ford Motor Company
Customer Relationship Center

*10-4-10 call ford spoke to Pat Hartling -
office of General Counsel within 15 days
about accident -
Field Service Engineer to look at
dealership has to send someone out*



I purchased this car 12/27/2007 from Fitzpatrick & Lambert Inc Route 220 & 87th Dushore - Pa 18614. I have purchased many cars & trucks from this dealership because of their excellent service.

The car was used with 10,496 miles.

I really had no major problems until now other than brakes, rotors & new repair items.

My car is garage kept & I am basically the only driver.

I am concerned about these gas surges and also the loss of power when weather hits over 90 - I care for my 87-year old father and have to have a dependable car which I thought I had.

I will pay for the current damage because I turn into insurance & have a \$250 deductible and it probably will cost less than \$500 to fix.

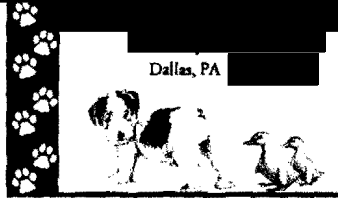
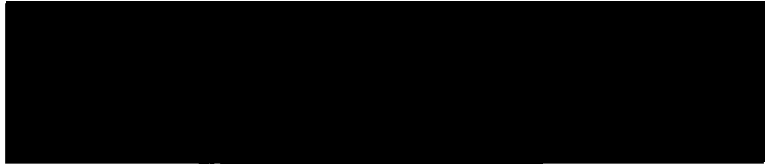
I just want Ford to have record of these problems & possibly help diagnose what is causing this to avoid further problems.

I keep the maintenance up on my car because I want it to last - I am currently disabled & can't afford to trade this car in.

Ford - please help



I am sorry this took so long to gather information & get it back to you but my dad was in the hospital for 8 days & they came to stay with me for 8 days that was my top priority.



home
cell phone

BEGINNING OF CONTACT
11/05/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.19

=====

REGION: A1 SELECT DEALER	OGC ISSUE	CASE NBR:	372522950.
VIN: 1FMDK06167G [REDACTED]	ZONE: A07	OPENED:	2010/11/04
	ENGINE: 1	VEH TYPE: T	CLOSED: 2010/11/04

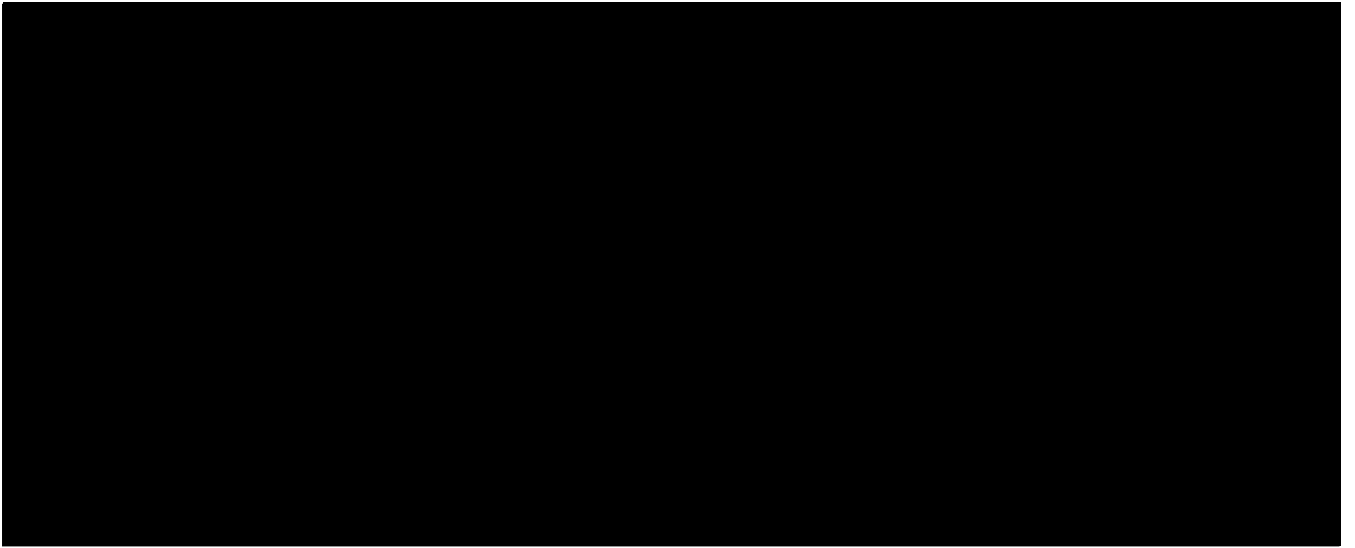
=====

LAST NAME:	[REDACTED]	FIRST NAME:	[REDACTED]	STATUS:	CLOSED
TITLE:	MRS			MI:	E
ADDRESS:	[REDACTED]				
CITY:	DALLAS	STATE:	PA	ZIP:	[REDACTED]
HOME PHONE:	[REDACTED]				
MODEL YEAR:	2007	MODEL:	FREESTYL		
MILEAGE:	67000				
DEALER NAME:	FITZPATRICK & LAMBER	SALES CODE:	F16534	P & A:	00570
REASON CODE:	0772 LEGAL - ACCIDENT				
SYMPTOMS:	612500 SURGE ACCELERATION				

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: PHARTLIN HARTLING, PATRICIA

DATE: 2010/11/04 TIME: 16.17.24 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: -ACCIDENT APPROX 2 WKS AGO-PUT CAR IN REVERSE AND HAD FOOT ON BRAKE AND WAS BACKING OUT, AS SOON AS BRAKE WAS RELEASED IT SURGED BACKWARD AND HIT A POLE-ABLE TO DRIVE VEHICLE HOME-POLICE DEPARTMENT WAS NOTIFIED-NO INJURIES-VEHICLE HAS NOT BEEN TO BODY SHOP FOR CLAIM-HAS NOT CALLED INSURANCE COMPANY DEALER SAID: FITZPATRICK & LAMBERT INC FORD CODE: 16V534 LM CODE: 15V112 DEALER PROFILE ROUTE 220 AND ROUTE 87 DUSHORE, PA 18614 TEL: (570) 928-8184 CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.



**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, a Delaware (AVISO AL DEMANDADO): Corporation; CHINO HILLS FORD SALES, INC., a Delaware Corporation d/b/a CHINO HILLS FORD; and DOES 1 through 20, inclusive,

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

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

FEB 23 2010

BY Leandra Hendrix Garcia
DEPUTY

YOU ARE BEING SUED BY PLAINTIFF: [REDACTED], an
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual,

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación

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

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

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

Superior Court of California County of San Bernardino
~~303 W. 3rd Street~~
San Bernardino, CA 92415
Civil Division

CASE NUMBER
(Número del Caso): 1001650

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):
M. Nicholas Nita, Esq. (SBN 225194) 310-477-1474 310-477-1424
CONSUMER LEGAL SERVICES, P.C.
1950 Sawtelle Blvd., Suite 245
Los Angeles, CA 90025

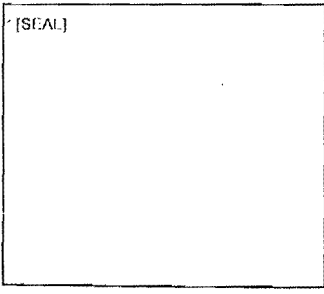
LEANDRA HENDRIX GARCIA

DATE: FEB 23 2010 Clerk, by _____, Deputy
(Fecha) (Secretario) (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)).

NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify): Ford Motor Company
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- 4. by personal delivery on (date): 3/2/10 12:50



SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO

RANCHO CUCAMONGA DISTRICT
8303 NORTH HAVEN AVENUE
RANCHO CUCAMONGA, CA 91730

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

FEB 23 2010

http://www.sbcounty.gov/courts
BY ~~Leandra Hendrix-Garci~~ **LEANDRA HENDRIX-GARCI** DEPUTY CLERK
CASE NO: CIVRS1001650

IN RE: MICHELLE KRAMER -V- FORD MOTOR COMPANY

NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
NOTICE OF CASE MANAGEMENT CONFERENCE AND ORDER TO SHOW CAUSE
REGARDING SERVICE OF SUMMONS AND COMPLAINT

PLEASE TAKE NOTICE, that the above-entitled case has been set for a Case Management Conference and an Order to Show Cause why the case should not be dismissed for failure to serve the summons and complaint. File your Case Management Statement with the court fifteen (15) calendar days prior to the hearing. Failure to appear may result in monetary sanctions and/or dismissal of your case. THIS CASE HAS BEEN ASSIGNED TO JUDGE JOSEPH R. BRISCO IN DEPARTMENT R10 FOR ALL PURPOSES

The Order to Show Cause regarding service of summons is set: 05/25/10 at 8:30 in Department R10. If proof of service of summons and complaint has been filed before that date, no appearance is required at the time of the Order to Show Cause hearing. The Case Management Conference is set: 07/23/10 at 8:30 in Department R10.

gma to C.

TO THE PARTY SERVED: The setting of these dates DOES NOT increase the time you have to respond to the complaint. The time for response is clearly stated on the Summons.

A COPY OF THIS NOTICE MUST BE SERVED ON ALL DEFENDANTS

Tressa S. Kentner, Clerk of the Court

Date: 02/23/10

By: LEANDRA HENDRIX-GARCI

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice by:

- () Enclosed in an envelope mailed to the interested party addressed above, for collection and mailing this date, following ordinary business practice.
- () Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above, or as shown on the attached listing.
- () A copy of this notice was given to the filing party at the counter.
- () A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

DATE OF MAILING: 02/23/10

I declare under penalty of perjury that the foregoing is true and correct. Executed on 02/23/10 at Rnch Cucamonga, CA By: LEANDRA HENDRIX-G

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

MICHELLE KRAMER

Case No. CIVRS 1001650

vs.

CERTIFICATE OF ASSIGNMENT

FORD MOTOR COMPANY, et al.

A civil action or proceeding presented for filing must be accompanied by this certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the SAN BERNARDINO District of the Superior Court under Rule 404 of this court for the checked reason:

[X] General

[] Collection

Table with 2 columns: Nature of Action and Ground. Includes items like Adoption, Conservator, Contract (checked), Equity, Eminent Domain, Family Law, Guardianship, Harassment, Mandate, Name Change, Personal Injury, Personal Property, Probate, Prohibition, Review, Title to Real Property, Transferred Action, Unlawful Detainer, Domestic Violence, Other, and THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

CHINO HILLS FORD

4480 CHINO HILLS PKWY

(NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR)

ADDRESS

CHINO

CA

91710

(CITY)

(STATE)

(ZIP CODE)

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on February 9, 2010 at Los Angeles, California

Handwritten signature of attorney party over a horizontal line.

Signature of Attorney Party

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 M. Nicholas Nita, Esq. (SBN 225194)
 CONSUMER LEGAL SERVICES, P.C.
 1950 Sawtelle Blvd., Suite 245
 Los Angeles, CA 90025

TELEPHONE NO.: 310-477-1474 FAX NO.: 310-477-1424

ATTORNEY FOR (Name): MICHELLE KRAMER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino
 STREET ADDRESS: ~~303 W. 3rd Street~~ 8203 N. Haven Ave
 MAILING ADDRESS: Same As Above
 CITY AND ZIP CODE: ~~San Bernardino, CA 92415~~ Rancho Cucamonga, CA 91730
 BRANCH NAME: Civil Division

FOR COURT USE ONLY

FILED
 SUPERIOR COURT
 COUNTY OF SAN BERNARDINO
 RANCHO CUCAMONGA DISTRICT

FEB 23 2010

BY ~~Sheena Sanchez~~ DEPUTY
 91730

CASE NAME: KRAMER, MICHELLE v. FORD MOTOR COMPANY, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

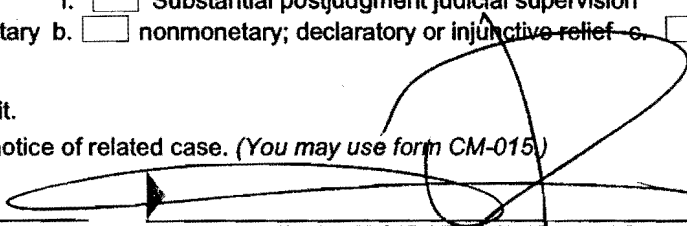
Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CIVRS 10 01650

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:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)
 <input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)
 <input type="checkbox"/> Product liability (24)
 <input type="checkbox"/> Medical malpractice (45)
 <input type="checkbox"/> Other PI/DP/WD (23)</p> <p>Non-PI/DP/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)
 <input type="checkbox"/> Civil rights (08)
 <input type="checkbox"/> Defamation (13)
 <input type="checkbox"/> Fraud (16)
 <input type="checkbox"/> Intellectual property (19)
 <input type="checkbox"/> Professional negligence (25)
 <input type="checkbox"/> Other non-PI/DP/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)
 <input type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)
 <input type="checkbox"/> Rule 3.740 collections (09)
 <input type="checkbox"/> Other collections (09)
 <input type="checkbox"/> Insurance coverage (18)
 <input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)
 <input type="checkbox"/> Wrongful eviction (33)
 <input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)
 <input type="checkbox"/> Residential (32)
 <input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)
 <input type="checkbox"/> Petition re: arbitration award (11)
 <input type="checkbox"/> Writ of mandate (02)
 <input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)
 <input type="checkbox"/> Construction defect (10)
 <input type="checkbox"/> Mass tort (40)
 <input type="checkbox"/> Securities litigation (28)
 <input type="checkbox"/> Environmental/Toxic tort (30)
 <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)
 <input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)
 <input type="checkbox"/> Other petition (not specified above) (43)</p> |
|---|--|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Four
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: February 9, 2010
- M. Nicholas Nita, Esq. (SBN 225194) 
- (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

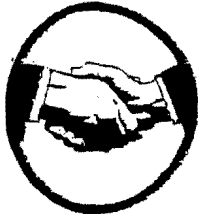
NOTICE

- 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

*You
Don't
Have to
Sue*

Here Are Some Other Ways



To Resolve a Civil Dispute

Presented by the
Judicial Council of California
And the
State Bar of California

- **ADR can be flexible.** The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- **ADR can be cooperative.** This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.
- **ADR can be more satisfying.** For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- There generally is less opportunity to find out about the other side's case with ADR than with litigation.
ADR

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how each other sees things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or cannot have enough bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

• ARBITRATION

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation, where the mediator helps the parties reach their own resolution. Arbitration normally is more informal and much speedier and less expensive than a lawsuit. Because of the large number of cases awaiting trial in many courts, a dispute normally can be heard much more quickly by an arbitrator than by a judge. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records), rather than testimony.

There are two kinds of arbitration in California. Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and normally is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. By contrast, a decision by an arbitrator in a case referred by the courts, known as "judicial arbitration," is not binding, unless parties agree to

Additional Information

There are several other types of ADR beside mediation, arbitration, and case evaluation. Some of these are conciliation, settlement conferences, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral to be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney as to your legal rights and other matters relating to the dispute.

Whom Do You Call?

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-952-5210, or
- Contact the local bar association, or
- Look in the Yellow Pages under "Arbitrations" or "Mediators."

There may be a charge for services provided by private arbitrators and mediators.

The Americans with Disabilities Act (ADA) and State law require all state and local governmental entities, including the courts, to provide reasonable accommodations for the needs of persons with disabilities. The ADA benefits people who have an interest in court activities, programs and services. In 1996 the Judicial Council of California, the policy-making body for the courts, adopted California Rules of Court, rule 1.100 (former rule 989.3) to implement the ADA in the state court system.

Under the ADA, State law, and the court rule, a person is entitled to an accommodation if he or she is an "eligible person with a disability." This means the person has a physical or mental impairment that limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

It is the individual's responsibility to contact the court to request accommodations that would best suit his or her situation. The individual may request an accommodation by completing the *Request for Accommodations by Persons with Disabilities* (Judicial Council Form MC-410) or by other means, and provide the request to court staff. If the individual is involved in more than one case, they must submit a separate request (MC-410 form) for each case. The individual should give the court at least five working days' notice whenever possible. The court may grant, modify or deny the request. The information presented will be kept confidential unless ordered released by a judicial officer, or a written waiver of confidentiality is received from the requestor.

The court will evaluate all requests to make reasonable modifications to its policies, practices, and procedures when these modifications are necessary to avoid discriminating against a person because of a disability.

Service animals are permitted in court facilities. The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals may go to all areas of the court where customers are normally allowed.

For instructions, forms, and additional information, please use the links on the right side of this page.

For free tools that allow persons with visual disabilities to read documents in Adobe Acrobat PDF format, please visit <http://www.adobe.com/enterprise/accessibility/main.html>. These tools convert PDF documents into either HTML or ASCII text that can then be read by many screen-reading programs.


For further information:

Jurors: Please contact the Jury Services Office at (909) 387-0244.


Others: Please contact the court's ADA Coordinator at ada_coordinator@courts.sbcounty.ca.gov.

Court employees: To request accommodation for yourself, please contact your supervisor or the Court's Personnel Department. For information on assisting court customers with ADA issues, refer to the Court's Intranet.

If you should have any questions or concerns regarding Americans with Disabilities, please contact Sharon Prentiss, Director of Court Administrative Services at (909) 382-3504.

[Request for Accommodation Instruction Sheet](#) 

Non-Fillable Form and Rule of Court 1.

[Request for Accommodation Form](#) 

Fillable Version (MC-410)

D&A on Rule of Court 1.100

Access and Fairness Advisory Five: <http://www.courtinfo.ca.gov/programs/access/documents/accfav.pdf>

For Additional information about Accessibility at the California Courts:

<http://www.courtinfo.ca.gov/programs/access/accessibility.htm>

<http://www.courtinfo.ca.gov/selfhelp/family/specced/speccedlinks.htm>

1 CONSUMER LEGAL SERVICES, P.C.
M. Nicholas Nita, Esq. (SBN 225194)
2 David N. Barry, Esq. (SBN 219230)
1950 Sawtelle Boulevard, Suite 245
3 Los Angeles, California 90025
Telephone: (310) 477-1474
4 Facsimile: (310) 477-0343

5 Attorneys for Plaintiff,
MICHELLE KRAMER
6
7

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

FEB 23 2010

BY ~~Sheanna Hanks~~ ~~Stacy~~
DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO

10 MICHELLE KRAMER, an)
11 individual,)

12 Plaintiff,)

13)
14)
15)
16 v.)

17)
18)
19)
20 FORD MOTOR COMPANY, a Delaware)
Corporation; CHINO HILLS FORD)
21 SALES, INC., a Delaware)
Corporation d/b/a CHINO HILLS)
22 FORD; and DOES 1 through 20,)
inclusive,)

23 Defendants.)
24)
25)
26)
27)
28)

CASE NO.: CIVRS 1001650

Assigned for all purposes to:
The Honorable
Dept.:

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED.

1 **PLAINTIFF MICHELLE KRAMER**, hereby alleges and complains as
2 follows:

3 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 1. Plaintiff is an individual residing in the City of
5 Corona, County of Riverside, in the State of California.

6 2. Defendant, FORD MOTOR COMPANY, (hereinafter referred to
7 as "Manufacturer"), is a corporation doing business in the County
8 of Riverside, State of California, and, at all times relevant
9 herein, was/is engaged in the manufacture, sale, distribution,
10 and/or importing of Ford motor vehicles and related equipment.

11 3. Defendant, CHINO HILLS FORD SALES, INC. d/b/a CHINO
12 HILLS FORD (hereinafter referred to as "Seller"), is a Corporation
13 doing business in the County of San Bernardino, State of
14 California, and, at all times relevant herein, a Manufacturer-
15 authorized agent engaged in the business of selling/leasing and
16 servicing and repairing Manufacturer's vehicles.

17 4. The true names and capacities, whether individual,
18 corporate, associate, or otherwise, of the Defendants, Does 1
19 through 20, inclusive, are unknown to Plaintiff who therefore sues
20 these Defendants by such fictitious names. Plaintiff will seek
21 leave to amend this Complaint to set forth their true names and
22 capacities when they have ascertained them. Further, Plaintiff is
23 informed and believes, and thereon alleges, that each of the
24 Defendants designated herein as a "Doe" is responsible in some
25 manner for the events and happenings herein referred to and caused
26 injury and damage to Plaintiff as herein alleged.

27 ///

28 ///

1 5. Plaintiff is informed and believes, and thereon alleges,
2 that at all times herein mentioned, Defendants, and each of them,
3 were the agents, servants, and/or employees of each of their Co-
4 Defendants. Plaintiff is informed and believes, and thereon
5 alleges, that in doing the things hereinafter alleged Defendants,
6 and each of them, were acting in the course and scope of their
7 employment as such agents, servants, and/or employees, and with
8 the permission, consent, knowledge, and/or ratification of their
9 Co-Defendants, principals, and/or employers.

10 6. Before May 24, 2007, defendants Manufacturer and Does 1
11 through 20 inclusive, manufactured and/or distributed into the
12 stream of commerce a new 2007 Ford Freestyle, VIN
13 1FMDK03187GA29971 (hereinafter referred to as the "Vehicle") for
14 its eventual sale/lease in the State of California.

15 7. On or about May 24, 2007, Plaintiff purchased, for
16 personal, family, and/or household purposes, the subject Vehicle
17 from the Seller for a total consideration over the term of the
18 installment contract of \$29,869.32. Retail Installment Sale
19 Contract is in the possession of Defendants.

20 8. The subject Vehicle was/is a "new motor vehicle" under
21 the Song-Beverly Warranty Act.

22 9. Along with the purchase of the Vehicle, Plaintiff
23 received written warranties and other express and implied
24 warranties including, but not limited to, warranties from
25 Manufacturers and Seller that the Vehicle and its components would
26 be free from all defects in material and workmanship; that the
27 Vehicle would pass without objection in the trade under the
28 contract description; that the Vehicle would be fit for the

1 ordinary purposes for which it was intended; that the Vehicle
2 would conform to the promises and affirmations of fact made; that
3 Defendants, and each of them, would perform any repairs,
4 alignments, adjustments, and/or replacements of any parts
5 necessary to ensure that the Vehicle was free from any defects in
6 material and workmanship; that Defendants, and each of them, would
7 maintain the utility of the Vehicle for three years or 36,000
8 miles and would conform the Vehicle to the applicable express
9 warranties. (A copy of the written warranty is in the possession
10 of the Defendants).

11 10. Plaintiff has duly performed all the conditions on
12 Plaintiff's part under the purchase agreement and under the
13 express and implied warranties given to plaintiff, except insofar
14 as the acts and/or omissions of the Defendants, and each of them,
15 as alleged herein, prevented and/or excused such performance.

16 11. Plaintiff has delivered the Vehicle to the
17 Manufacturers' authorized service and repair facilities, agents
18 and/or dealers, including Seller, on numerous separate occasions
19 resulting in the Vehicle being out of service by reason of repair
20 of nonconformities. Repair Orders/Invoices are in the possession
21 of Defendants.

22 12. By way of example, and not by way of limitation, the
23 defects, malfunctions, misadjustments, and/or nonconformities with
24 Plaintiff's Vehicle include the following: Plaintiff has submitted
25 the subject Vehicle for defects and malfunctions, specifically for
26 driveability concerns related to problems such Brakes squeal
27 excessively when applied, vehicle had to be jump started, vehicle
28 will accelerate on its own at a stop, high pitch noise from engine

1 area, and engine makes a whining, winding noise, that have been
2 unable to be fully repaired by the manufacturer/ dealer, among
3 other concerns.

4 13. Each time Plaintiff delivered the nonconforming Vehicle
5 to a Manufacturer-authorized service and repair facility,
6 Plaintiff notified Defendants, and each of them, of the defects,
7 malfunctions, misadjustments, and/or nonconformities existent with
8 the Vehicle and demanded that Manufacturers or its representatives
9 repair, adjust, and/or replace any necessary parts to conform the
10 Vehicle to the applicable warranties.

11 14. Each time Plaintiff delivered the nonconforming Vehicle
12 to a Manufacturer-authorized service and repair facility,
13 Defendants, and each of them, represented to Plaintiff that they
14 could and would conform the Vehicle to the applicable warranties,
15 that in fact they did conform the Vehicle to said warranties, and
16 that all the defects, malfunctions, misadjustments, and/or
17 nonconformities have been repaired; however, Manufacturer or their
18 representatives failed to conform the Vehicle to the applicable
19 warranties because said defects, malfunctions, misadjustments,
20 and/or nonconformities continue to exist even after a reasonable
21 number of attempts to repair was given.

22 15. The amount in controversy exceeds TWENTY FIVE THOUSAND
23 DOLLARS (\$25,000.00), exclusive of interest and costs, for which
24 Plaintiff seeks judgment against Defendants, together with
25 equitable relief. In addition, Plaintiff seeks damages from
26 Defendants, and each of them, for incidental, consequential,
27 exemplary, and actual damages including interest, costs, and
28 actual attorneys' fees.

1 quality that a buyer would reasonably expect and, further,
2 justifiably revoked acceptance of the nonconforming Vehicle.

3 21. On or about November 18, 2009, Plaintiff notified the
4 Manufacturer and Seller of their breach and justifiably revoked
5 acceptance of the nonconforming Vehicle under the Commercial Code
6 sections 2607 and 2608. Plaintiff further demanded that the
7 Manufacturer cancel the sale, take back the nonconforming Vehicle,
8 refund all the money expended, pay the difference between the
9 value of the Vehicle as accepted and the value the Vehicle would
10 have had if it had been as warranted, and/or pay damages under the
11 Commercial Code sections 2711, 2714, and 2715. Defendants, and
12 each of them, have, however, refused to comply. Notification
13 Letter is in the possession of Defendants.

14 22. On or about November 18, 2009, Plaintiff also made a
15 demand upon Manufacturer and Seller for replacement or
16 restitution, pursuant to Song-Beverly. Defendants, and each of
17 them, knew of their obligations under Song-Beverly; however,
18 despite Plaintiff's demand, Defendants and each of them, have
19 intentionally failed and refused to make restitution or
20 replacement pursuant to Song-Beverly.

21 23. As a result of the acts and/or omissions of the
22 Defendants, and each of them, Plaintiff has sustained damage in
23 the amount actually paid or payable under the contract, plus
24 prejudgement interest thereon at the legal rate. Plaintiff will
25 seek leave to amend this Complaint to set forth the exact amount
26 thereof when that amount is ascertained.

27 ///

28 ///

1 24. As a further result of the actions of Defendants, and
2 each of them, Plaintiff has sustained incidental and consequential
3 damages in an amount yet to be determined, plus interest thereon
4 at the legal rate. Plaintiff will seek leave to amend this
5 Complaint to set forth the exact amount of incidental damages when
6 that amount is ascertained.

7 25. As a further result of the actions of Defendants, and
8 each of them, Plaintiff has sustained damages equal to the
9 difference between the value of the Vehicle as accepted and the
10 value the Vehicle would have had if it had been as warranted.

11 26. As a direct result of the acts and/or omissions of
12 Defendants, and each of them, and in pursuing Plaintiff's claim,
13 it was necessary for Plaintiff to retain legal counsel. Pursuant
14 to Song-Beverly, Plaintiff, in addition to their other remedies,
15 is entitled to the recovery of their attorneys' fees based upon
16 actual time expended and reasonably incurred, in connection with
17 the commencement and prosecution of this action.

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 ///
1044 ///
1045 ///
1046 ///
1047 ///
1048 ///
1049 ///
1050 ///
1051 ///
1052 ///
1053 ///
1054 ///
1055 ///
1056 ///
1057 ///
1058 ///
1059 ///
1060 ///
1061 ///
1062 ///
1063 ///
1064 ///
1065 ///
1066 ///
1067 ///
1068 ///
1069 ///
1070 ///
1071 ///
1072 ///
1073 ///
1074 ///
1075 ///
1076 ///
1077 ///
1078 ///
1079 ///
1080 ///
1081 ///
1082 ///
1083 ///
1084 ///
1085 ///
1086 ///
1087 ///
1088 ///
1089 ///
1090 ///
1091 ///
1092 ///
1093 ///
1094 ///
1095 ///
1096 ///
1097 ///
1098 ///
1099 ///
1100 ///
1101 ///
1102 ///
1103 ///
1104 ///
1105 ///
1106 ///
1107 ///
1108 ///
1109 ///
1110 ///
1111 ///
1112 ///
1113 ///
1114 ///
1115 ///
1116 ///
1117 ///
1118 ///
1119 ///
1120 ///
1121 ///
1122 ///
1123 ///
1124 ///
1125 ///
1126 ///
1127 ///
1128 ///
1129 ///
1130 ///
1131 ///
1132 ///
1133 ///
1134 ///
1135 ///
1136 ///
1137 ///
1138 ///
1139 ///
1140 ///
1141 ///
1142 ///
1143 ///
1144 ///
1145 ///
1146 ///
1147 ///
1148 ///
1149 ///
1150 ///
1151 ///
1152 ///
1153 ///
1154 ///
1155 ///
1156 ///
1157 ///
1158 ///
1159 ///
1160 ///
1161 ///
1162 ///
1163 ///
1164 ///
1165 ///
1166 ///
1167 ///
1168 ///
1169 ///
1170 ///
1171 ///
1172 ///
1173 ///
1174 ///
1175 ///
1176 ///
1177 ///
1178 ///
1179 ///
1180 ///
1181 ///
1182 ///
1183 ///
1184 ///
1185 ///
1186 ///
1187 ///
1188 ///
1189 ///
1190 ///
1191 ///
1192 ///
1193 ///
1194 ///
1195 ///
1196 ///
1197 ///
1198 ///
1199 ///
1200 ///
1201 ///
1202 ///
1203 ///
1204 ///
1205 ///
1206 ///
1207 ///
1208 ///
1209 ///
1210 ///
1211 ///
1212 ///
1213 ///
1214 ///
1215 ///
1216 ///
1217 ///
1218 ///
1219 ///
1220 ///
1221 ///
1222 ///
1223 ///
1224 ///
1225 ///
1226 ///
1227 ///
1228 ///
1229 ///
1230 ///
1231 ///
1232 ///
1233 ///
1234 ///
1235 ///
1236 ///
1237 ///
1238 ///
1239 ///
1240 ///
1241 ///
1242 ///
1243 ///
1244 ///
1245 ///
1246 ///
1247 ///
1248 ///
1249 ///
1250 ///
1251 ///
1252 ///
1253 ///
1254 ///
1255 ///
1256 ///
1257 ///
1258 ///
1259 ///
1260 ///
1261 ///
1262 ///
1263 ///
1264 ///
1265 ///
1266 ///
1267 ///
1268 ///
1269 ///
1270 ///
1271 ///
1272 ///
1273 ///
1274 ///
1275 ///
1276 ///
1277 ///
1278 ///
1279 ///
1280 ///
1281 ///
1282 ///
1283 ///
1284 ///
1285 ///
1286 ///
1287 ///
1288 ///
1289 ///
1290 ///
1291 ///
1292 ///
1293 ///
1294 ///
1295 ///
1296 ///
1297 ///
1298 ///
1299 ///
1300 ///
1301 ///
1302 ///
1303 ///
1304 ///
1305 ///
1306 ///
1307 ///
1308 ///
1309 ///
1310 ///
1311 ///
1312 ///
1313 ///
1314 ///
1315 ///
1316 ///
1317 ///
1318 ///
1319 ///
1320 ///
1321 ///
1322 ///
1323

1 33. On or about November 18, 2009, Plaintiff made a demand
2 upon Manufacturer and Seller for replacement or restitution,
3 pursuant to Song-Beverly. Defendants, and each of them, knowing
4 their obligations under Song-Beverly, and despite Plaintiff's
5 demand, failed and refused to make restitution or replacement
6 according to the mandates of Song-Beverly. The failure of
7 Defendants, and each of them, to refund the price paid and payable
8 or to replace the Vehicle was intentional and justifies an award
9 of a Civil Penalty in an amount not to exceed two times
10 Plaintiff's actual damages.

11 34. As a result of the acts and/or omissions of Defendants,
12 and each of them, and pursuant to the provisions of the Song-
13 Beverly, Plaintiff is entitled to replacement of the Vehicle or
14 restitution of the amount actually paid or payable under the
15 contract, at Plaintiff's election, plus prejudgment interest
16 thereon at the legal rate. Plaintiff will seek leave of Court to
17 amend this Complaint to set forth the exact amount of restitution
18 and interest, upon election, when that amount has been
19 ascertained.

20 35. Additionally, as a result of the acts and/or omissions
21 of Defendants, and each of them, and pursuant to Song-Beverly,
22 Plaintiff has sustained and is entitled to consequential and
23 incidental damages in amounts yet to be determined, plus interest
24 thereon at the legal rate. Plaintiff will seek leave of the court
25 to amend this complaint to set forth the exact amount of
26 consequential and/or incidental damages, when those amounts have
27 been ascertained.

28 ///

1 36. As a direct result of the acts and/or omissions of
2 Defendants, and each of them, and in pursuing Plaintiff's claim,
3 it was necessary for Plaintiff to retain legal counsel. Pursuant
4 to Song-Beverly, Plaintiff, in addition to other remedies, is
5 entitled to the recovery of their attorneys' fees based upon
6 actual time expended and reasonably incurred, in connection with
7 the commencement and prosecution of this action.

8 ///
9 ///
10 ///
11 ///
12 ///
13 ///
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 46. As a direct result of the Manufacturer and/or Seller's
2 acts and/or omissions, Plaintiff has suffered damages as set forth
3 herein. Therefore, Plaintiff is entitled to a judgment and the
4 following relief against all Defendants: (1) A declaration that
5 acceptance has been properly revoked by Plaintiff and for damages
6 incurred in revoking acceptance; (2) A refund of the purchase
7 price paid by Plaintiff for the Vehicle; (3) Cancellation of
8 Plaintiff's retail installment contract and payment in full of the
9 balance of same; (4) Consequential, incidental, and actual damages
10 to be proved at trial; (5) Costs and expenses including actual
11 attorneys' fees reasonably incurred; (6) Prejudgment interest at
12 the legal rate; and (7) Such other relief the Court deems
13 appropriate.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 FOURTH CAUSE OF ACTION

2 (Breach of Implied Warranty under Magnuson-Moss Warranty Act
3 against all Defendants)

4 47. Plaintiff realleges each and every paragraph (1-46) and
5 incorporates them by this reference as though fully set forth
6 herein.

7 48. The above-described actions on the part of the Seller
8 constitute a breach of the implied warranties of merchantability
9 actionable under the Warranty Act, 15 USC 2301(7), 2308,
10 2310(d)(1), (2).

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

23 **WHEREFORE**, Plaintiff prays for judgment against all
24 Defendants, and each of them, as follows:

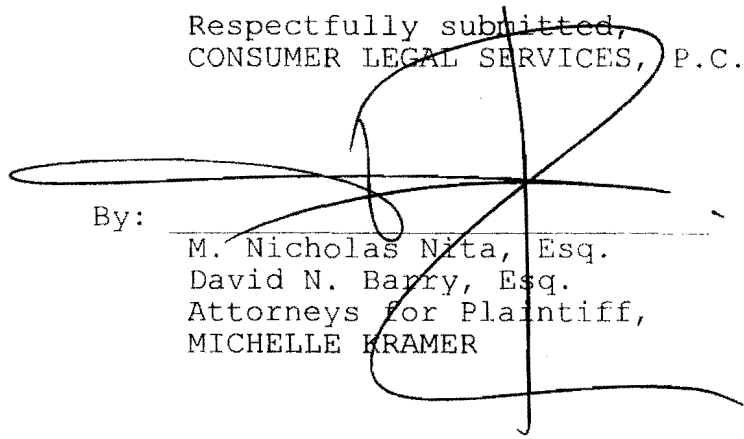
- 25 A. For replacement or restitution, at Plaintiff's election,
26 according to proof;
27 B. For incidental damages, according to proof;
28 C. For consequential damages, according to proof;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times the amount of Plaintiff's actual damages;
- E. For actual attorney's fees, reasonably incurred;
- F. For costs of suit and expenses, according to proof;
- G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;
- H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
- I. For pre-judgment interest at the legal rate;
- J. Such other relief the Court deems appropriate.

Date:

Respectfully submitted,
CONSUMER LEGAL SERVICES, P.C.


By: _____
M. Nicholas Nita, Esq.
David N. Barry, Esq.
Attorneys for Plaintiff,
MICHELLE KRAMER

Customer Number: 133771

Invoice No: 368827

INVOICE



SALES, INC.
4480 CHINO HILLS PARKWAY * CHINO, CALIFORNIA 91710
(909) 383-8331
www.gochinoford.com

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM

Page 1 of 1

CHINO, CA

Home:

Bus:

Cell:

HOME

SERVICE ADVISOR: 2209 JOHNNY GONZALES

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes details for a 2007 Ford Freestyle with VIN 1FMDK03187G and tag T2217.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL.

CUSTOMER STATES THAT VEH WILL LURCH ON ITS OWN, AND IDLE WILL FLUCUATE

SEE JOHNNY G

CAUSE: 44264 SPECIAL ORDER PART THROTTLE BODY

SOP SPECIAL ORDER PART

2668 WNC 0.00 (N/C)

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

44264 SPECIAL ORDER PART THROTTLE BODY

EST: 96.00 02SEP09 18:39 SA: 2209

EST: 0.00 04SEP09 09:00 SA: 2209

CONTACT: G

Thank you

LABOR CHARGES ARE NOT BASED ON THE MECHANIC'S ACTUAL TIME SPENT ON THE JOB.
Our estimate is actually the estimated CHINO HILLS FORD's Menu Price which item to be performed. Our prices are based on National Labor Cards. Your job's estimated total is subject to and authorized by you. Beginning your job, we find that work is necessary, you will be asked and your approval of a revised price will be requested.

To Our Body Shop Customers
PARTS PRICES are based on standard catalogue (manufacturer's PRICE LIST) and are subject to CHANGE WITHOUT NOTICE. An express mechanic's time is hereby acknowledged on the below vehicle to secure the amount of repairs thereon and I further agree to pay reasonable attorney's fees and court costs in the event legal action is necessary to enforce this contract.
I agree that CHINO HILLS FORD is not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond their control.
POWER OF ATTORNEY: For consideration for repairs made to this vehicle, hereby grant my POWER OF ATTORNEY to sign or endorse any checks and/or drafts made payable to me, and any release thereon, as settlement for my claim for damage to this automobile.

WE ARE DEDICATED TO GOOD SERVICE AND WE TRUST YOU WERE SERVED IN A COURTEOUS AND PROFESSIONAL MANNER.
IF YOU HAVE ANY QUESTIONS, PLEASE NOTIFY YOUR SERVICE ADVISOR IMMEDIATELY.
I acknowledge notice and oral approval of an increase in the original estimated price.
CUSTOMER SIGNATURE
ORIGINAL ESTIMATE REVISED ESTIMATE
CUSTOMER SIGNATURE
ALL CHECKS ARE VERIFIED BY
INSURANCE COMPANY APPROVED ONE-STOP FACILITIES FOR PAINT AND BODY SHOP ARE AVAILABLE ON THE PREMISES.

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

TERMS: CASH. CREDIT CARDS ACCEPTED: VISA, MASTERCARD, AMERICAN EXPRESS, DINERS CLUB, OR CARTE BLANCHE. PERSONAL CHECKS OK, BUT: CHECKS OVER \$500.00 MUST BE APPROVED BY YOUR BANK PRIOR TO BANK DEPOSITING AND PRIOR TO RELEASE OF YOUR VEHICLE.
Customer Copy
BAR # ARD 163835 US - EPA # CAD 983658873

Customer Number: 133771

Invoice No: 368655

INVOICE



4480 CHINO HILLS PARKWAY • CHINO, CALIFORNIA 91710 (909) 393-9331 www.gochinoford.com

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM

SERVICE ADVISOR: 2209 JOHNNY GONZALES

NAME: [REDACTED] BUS: [REDACTED] CELL: [REDACTED] HOME: [REDACTED]

Page 1 of 2

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Row 1: TANIUM G, 07, FORD FREESTYLE, 1FMDK03187G, [REDACTED], 44117 44117, T2023

Table with columns: DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO. NO., RATE, PAYMENT, INV. DATE. Row 1: 24MAY07, [REDACTED], 11:00 29AUG09, [REDACTED], [REDACTED], CASH, 29AUG09

Table with columns: R.O. OPENED, READY, OPTIONS: STK:90440 ENG:3.0_Liter_Duratec

07:56 29AUG09 13:12 29AUG09

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
45000 MILES (72000 KMS) - NORMAL SCHEDULED MAINTENANCE - L
USE: 44117 MB45-0.8 80 CHANGED OIL&FILTER ROTATED TIRES REPLACED AIR FILTER
MB45 45000 MILES (72000 KMS) - NORMAL SCHEDULED MAINTENANCE - L
2527 WE93 0.80 (N/C)
1 FL*820*S FILTER ASY - OIL (N/C)
6 XO*5W20*QSP OIL - ENGINE (N/C)
1 FA*1771* ELEMENT ASY - AIR CLEANER (N/C)
M M-TIME
999 WE93 0.20 (N/C)
FC: A99 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8971

RTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

44117 CHANGED OIL&FILTER ROTATED TIRES REPLACED AIR FILTER

MULTIPOINT INSPECTION
USE: 44117 00 TOPPED OFF ALL FLUIDS, CHECK BRAKES, SET TIRE PSI

99P MULTIPOINT INSPECTION
2527 WNC 0.00 (N/C)

GBATT BATTERY CONDITION IS GOOD
2527 WNC 0.00 (N/C)

GBK BRAKE LININGS ARE OK AT THIS TIME
2527 WNC 0.00 (N/C)

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
2527 WNC 0.00 (N/C)

RTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

44117 TOPPED OFF ALL FLUIDS, CHECK BRAKES, SET TIRE PSI

VEH HAS TO BE JUMP STARTED, CHK BATTERY AND ADVISE

Form with columns: CHARGES ARE NOT BASED ON... PARTS PRICES... WE ARE DEDICATED TO GOOD SERVICE... DESCRIPTION, TOTALS. Includes sections for LABOR AMOUNT, PARTS AMOUNT, PAINT/MATERIAL, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

Customer Copy
PLEASE PAY THIS AMOUNT
Customer Copy

Notice to Consumer: Please read important information on back. BAR # ARD 163835 US - EPA # CAD 983658873

Order Number: 133771

Invoice No: 368655

INVOICE



SALES, INC.
4480 CHINO HILLS PARKWAY * CHINO, CALIFORNIA 91710
(909) 393-8531
www.gochnikford.com

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM

Page 2 of 2

SERVICE ADVISOR: 2209 JOHNNY GONZALES

NO, CA
Line:
Bus:
Cell:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes vehicle details for a 2007 Ford Freestyle.

Table with columns: R.O. OPENED, READY, OPTIONS: STK:90440 ENG:3.0_Liter_Duratec. Includes start and end times for service.

Table with columns: NE OPCODE, TECH TYPE, HOURS, LIST, NET, TOTAL. Lists battery replacement work with costs.

44117 BATTERY TESTED BAD FACT CCA 600 ACT CCA 115-REPLACED BATTERY
EST: 109.95 29AUG09 07:56 SA: 2209

Handwritten signature: P.P. DISA

Summary table with columns: DESCRIPTION, TOTALS. Totals: LABOR AMOUNT \$ 0.00, PARTS AMOUNT \$ 104.15, PAINT/MATERIAL \$ 0.00, SUBLET AMOUNT \$ 0.00, MISC. CHARGES \$ 0.00, TOTAL CHARGES \$ 104.15, LESS INSURANCE \$ 0.00, SALES TAX \$ 9.11, PLEASE PAY THIS AMOUNT \$ 113.26.

TERMS: CASH. CREDIT CARDS ACCEPTED: VISA, MASTERCARD, AMERICAN EXPRESS, DINERS CLUB, OR CARTE-BLANCHE. PERSONAL CHECKS OK. BUT CHECKS OVER \$500.00 MUST BE APPROVED BY YOUR BANK PRIOR TO BANK CLOSING AND PRIOR TO RELEASE OF YOUR VEHICLE.

Notice to Consumer: Please read important information on back. BAR # ARD 163835 US - EPA # CAD 983658873

Customer Copy

CUSTOMER #: 133771

WORKORDER 368655



4480 CHINO HILLS PARKWAY • CHINO, CALIFORNIA 91710 909 393-9331 www.gochinoford.com

SERVICE HOURS MONDAY - FRIDAY 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM

SERVICE ADVISOR: 2209 GONZALES, JOHNNY

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED] PHONE: [REDACTED] FAX: [REDACTED] BUSINESS: [REDACTED] CELL: [REDACTED] HOME: [REDACTED]

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, SERVICE DATE, PRCD. DATE, WARR. EXP., PROMISED, PAYMENT, INV. DATE. Includes vehicle details for a 2007 Ford FreeStyle and service date MAY07.

Table with columns: LINE, OP CODE, TECH. TYPE, DESCRIPTIONS/INSTRUCTIONS. Includes work order details like '45000 MILES (72000 KMS) - NORMAL SCHEDULED MAINTENANCE' and 'MULTIPOINT INSPECTION'.

mail: MMKRAMER65@YAHOO.COM

THIS IS NOT AN INVOICE

PRIMARY ESTIMATE \$ 109.95

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

AUTHORIZED BY X [Signature] Revised Estimate Parts Labor Totals Phone # Date Time FAX # BY Revision Details E-mail In Person

PRELIMINARY ESTIMATE \$ [REDACTED] WHICH INCLUDES HAZARDOUS WASTE DISPOSAL FEE \$ [REDACTED]

AUTHORIZED BY: X [Signature] SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT PLEASE READ REVERSE. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

Notice to Consumer: Please read important information on back. BAR # ARD 163835 EPA # CAD 983658873

Customer Number: 133771

Invoice No: 368993

INVOICE



4480 CHINO HILLS PARKWAY • CHINO, CALIFORNIA 91710
(909) 383-9331
www.gchinfo.com

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 2:00 PM

CORONA, CA

Home: [redacted] Bus: [redacted] 2 Cell: [redacted]
Email: [redacted] @HOME

SERVICE ADVISOR: 890 GEORGE KEITH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
TITANIUM G	07	FORD FREESTYLE	1FMDK03187G		44272 44286	T2374	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
24MAY07			13:12 10NOV09			CASH	09NOV09

R.O. OPENED	READY	OPTIONS: STK:90440 ENG:3.0_Liter_Duratec
18:20 08SEP09	15:28 09NOV09	

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

A CUST STATES VEHICLE WILL ACCELERATES ON ITS OWN AT A STOP
 CAUSE: DID VERIFY CONCERN QT CODES P2135 2104 PIN POINT TEST ALL
 READING IN SPECS CLEAN ETB AND ROAD TEST STILL SAME. INSTALL

12650D	EEC (QUICK TEST) - DIAGNOSIS - L	2668	W	0.20			(N/C)
1	6P92*9E926*AA THROTTLE BODY AND MOTOR ASY						(N/C)
12650DX1	EEC (QUICK TEST) - DIAGNOSIS - L EXTRA						
	TIME TO REPEAT FINAL QUICK TEST	2668	W	0.10			(N/C)
12650D45	EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L	2668	W	0.30			(N/C)
12650D81	RECORDER/MONITOR ROAD TEST - DIAGNOSIS - L	2668	W	0.50			(N/C)
9926A	THROTTLE BODY - AIR INTAKE - REPLACE (9E926) - L	2668	W	0.50			(N/C)

FC: D50 PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:
 9814
 SUBL RENTAL
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

44286 DID VERIFY CONCERN QT CODES P2135 2104 PIN POINT TEST ALL
 READING IN SPECS CLEAN ETB AND ROAD TEST STILL SAME. INSTALL NEW ETB
 RESET KAM ROAD TEST OK. NOW.

B** RENTAL CAR
 CAUSE:

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
PAINT/MATERIAL	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

LABOR CHARGES ARE NOT BASED ON THE REPAIRMAN'S ACTUAL TIME SPENT ON THE JOB.
 Our estimate is actually the estimated retail CHINO HILLS FORD'S Menu Price for each item to be performed. Our shop prices are based on National Labor Standards. Your job's estimated total price is quoted to and authorized by you in advance of any work being done. If additional work is necessary, you will be advised and your approval of a revised estimate will be requested.
 We believe our menu pricing system is advantageous to our customers, because you get price for a guaranteed repair estimate. We are confident of this. Only the 12 day warranty takes to be considered.
 NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK. REMOVE ALL PERSONAL PROPERTY FROM YOUR VEHICLE. WE DO NOT:
 To Our Body Shop Customers
 PARTS PRICES are based on standard catalogue requirements PRICE LIST and are subject to CHANGE WITHOUT NOTICE. An express mechanic's lien is hereby acknowledged on the below vehicle to secure the amount of repairs thereto and I further agree to pay reasonable "SECOND" fees and court costs in the event legal action is necessary to enforce this contract.
 I agree that CHINO HILLS FORD is not responsible for loss of damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control.
 POWER OF ATTORNEY: For consideration for repairs made to this vehicle, I hereby grant my POWER OF ATTORNEY to sign or endorse any checks under \$100 made payable to me, and any release claims, or settlement for my claim for damage to this automobile.
 INSURANCE DEDUCTIBLE OF CLAIM MUST BE PAID UPON DELIVERY OF VEHICLE. CALIFORNIA INSURANCE CODE FORMS IF TO BE CHARGED ON ACCOUNT. ARRANGEMENT FOR PAYMENT IN FULL MUST BE MADE PRIOR TO DELIVERY OF VEHICLE.
 CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS DOCUMENT
 CUSTOMER SIGNATURE Date
 WE ARE DEDICATED TO GOOD SERVICE AND WE TRUST YOU WERE SERVED IN A COURTEOUS AND PROFESSIONAL MANNER. IF YOU HAVE ANY QUESTIONS, PLEASE NOTIFY YOUR SERVICE ADVISOR IMMEDIATELY.
 I acknowledge notice and oral approval of an increase in the original estimated price.
 ORIGINAL ESTIMATE REVISED ESTIMATE
 CUSTOMER SIGNATURE
 DAILY RENTAL CARS ARE AVAILABLE AT NOMINAL RATES BY PRIOR APPOINTMENT
 ALL CHECKS ARE VERIFIED BY
 INSURANCE COMPANY APPROVED ONE-STOP FACILITIES FOR PAINT AND BODY SHOP ARE AVAILABLE ON THE PREMISES.

TERMS: CASH. CREDIT CARDS ACCEPTED: VISA, MASTERCARD, AMERICAN EXPRESS, DINERS CLUB, OR CARTE BLANCHE. PERSONAL CHECKS OK. BUT CHECKS OVER \$500.00 MUST BE APPROVED BY YOUR BANK PRIOR TO BANK CLOSING AND PRIOR TO RELEASE OF YOUR VEHICLE.

Notice to Consumer: Please read important information on back. Customer Copy BAR # ARD 163835 US - EPA # CAD 983658873

Customer Copy

WORKORDER 368993



CUSTOMER #: 133771

PAGE 1

4480 CHINO HILLS PARKWAY CHINO, CALIFORNIA 91710 (909) 393-8831 www.gochinoford.com

SERVICE HOURS MONDAY - FRIDAY 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM

CHINO, CA HOME: MAIL:

BUS:

CELL:

SERVICE ADVISOR: 890 KEITH GEORGE

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, SERVICE DATE, PROD. DATE, WARR. EXP., PROMISED, PO. NO., PAYMENT, INV. DATE. Includes details for a 2007 Ford Freestyle.

Table with columns: LINE, OP CODE, TECH. TYPE, DESCRIPTIONS/INSTRUCTIONS. Includes a note about vehicle acceleration.

Large area of faint, mostly illegible text, likely a scan artifact or bleed-through from the reverse side.

THIS IS NOT AN INVOICE

PRIMARY ESTIMATE \$

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

AUTHORIZED BY X

Subject to terms and conditions listed on reverse side. Includes disclaimer about repairs and liability.

Form for Authorized By, Revised Estimate Parts, Labor, Totals, Date, Time, FAX #, BY, Revision Details, E-mail, In Person.

ELIMINARY ESTIMATE \$ WHICH INCLUDES A HAZARDOUS WASTE DISPOSAL FEE OF \$

AUTHORIZED BY: X

SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS COPY. CONTACT US AT [phone number] FOR MORE INFORMATION.

TERMS STRICTLY CASH UNLESS OTHERWISE NOTED. CREDIT CARDS ACCEPTED: VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS, DEBIT.

I acknowledge notice and oral approval of an increase in the original estimated price.

(Signature or Initials)

Notice to Consumer: Please read important information on back.

BAR # ARD 163835

EPA # CAD 983658873

M. NICHOLAS NITA
DAVID N. BARRY
JESSICA D. LEW
KRISTINA P. STEPHENSON
RONALD J. BOLZ*
CHRISTOPHER M. LOVASZ**
STEVEN S. TOTI**

*Licensed in IL, IN, OH and WI only
**Licensed in MI and WI only

CONSUMER
LEGAL
SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

1950 SAWTELLE BLVD., STE. 245
LOS ANGELES, CA 90025
(310) 477-1474
FAX: (310) 477-1424
E-MAIL: cts@LemonAuto.com

November 18, 2009

Cheri Leich
FCSD - Consumer Affairs
16800 Executive Plaza Drive
Suite 3N-333
Dearborn, MI 48126-4207
Mail Drop 3NE-B

RECEIVED

Re: 2007 Ford Freestyle (VIN# 1FMDK03187G [REDACTED])

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents [REDACTED] regarding the purchase/lease of a 2007 Ford Freestyle. This firm will refrain from filing a lawsuit for 14 days in an effort to resolve this matter prior to litigation. In order to assist you in evaluating this matter, please see attached copies of [REDACTED] repair orders.

[REDACTED] has submitted the 2007 Ford Freestyle for vehicle defects on at least four (4) occasions, and/or at least two times for a safety defect, and/or it has been out of service for repair for 30 days or more. 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 after four attempts, and/or its inability to repair this vehicle's safety defect after two attempts, and/or for the vehicle being out of service for repair for 30 days or more is a violation of both the Song-Beverly Warranty Act and the Consumer Legal Remedies Act. As such, [REDACTED] respectfully requests that Ford Motor Company **repurchase the 2007 Ford Freestyle and pay her attorney fees and costs.**

More specifically, please take notice that pursuant to California Civil Code §1782(a)(1) the above acts and omissions on your behalf violate California Civil Code §§1770(a)(2) Misrepresenting the source, sponsorship, approval, or certification of goods or services;(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

November 18, 2009
Ford Motor Company
Re: 2007 Ford Freestyle
Page 2

Therefore, pursuant to California Civil Code §1782(a)(2) my client demands that you correct, repair, or otherwise rectify said violations of California Civil Code §1770 by repurchasing the vehicle. As stated above, this firm will refrain from filing a lawsuit for 14 days.

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,

CONSUMER LEGAL SERVICES, P.C.

M. Nicholas Nita, Esq.

Enclosures
MNN:jt

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
Symptom Desc: VIBRATION ACCELERATION Primary Phone: [REDACTED]
Reason Desc: MISC INQUIRY - FORD MOTOR COMPANY FEEDBACK Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED
Dealer: Origin Desc: US INQUIRY CASE BASE
Odometer: 46500 MI Comm Type: PHONE
Analyst Name: ROSADO, SUSAN Analyst: SROSADO
Action Date: 01/05/2010 Action Time: 18.32.42.208 Action Data: No

Comments CUSTOMER SAID: ~VIBRATION IN THE WHOLE CAR~TOOK VEH TO DLRSHIP~DLR DIAGNOSED VEH~BROKEN ENGINE MOUNT~DLR TOLD CUST THE PART IS NOT COVERED UNDER WARRANTY~CUST SAYS IN THE WARRANTY BOOK IT IS COVERED~VEH AT DLRSHIP~SEEKING TO KNOW WHY THE DLRSHIP IS TELLING HER IT IS NOT COVERED AND SHE WOULD LIKE TO KNOW THE TRUTH***DEALER SAID: HEMBORG FORD1900 HAMNER AVENUE NORCO CA 92860(951) 737-6151 ***CRC ADVISED: BASED UPON YOUR REQUEST I HAVE DOCUMENTED YOUR COMMENTS. THANKS FOR CALLING FORD MOTOR COMPANY.***~ADVISED PHRASEOLOGY~DLRSHIP IS CORRECT PART NOT COVERED~OBC TO DLR~S/A FLOYD~NOT LISTED UNDER PARTS COVERED UNDER WARRANTY

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
Symptom Desc: ENG SPEED-UP SUDDEN ACCELERATION Primary Phone: [REDACTED]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 09/10/2009

Action: TIER II ESCALATION - PARTS DELAY - LOANER RENTAL
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 1 MI Comm Type: PHONE
Analyst Name: DEL RIO (MDELRI06),MILAGRO Analyst: MDELRI06
Action Date: 09/09/2009 Action Time: 18.27.38.139 Action Data: No

Comments CUSTOMER SAID: SEE HISTORICAL INFO-CUST CANCELLED CASE WITH THE BBB-CUST IS SEEKING A RENTAL VEH OR SHE WILL BE UNABLE TO GO TO WORK ON SUNDAY BECAUSE SHE WON'T HAVE A VEH-CUST IS UPSET THAT THE CCST DIDN'T GET BACK TO HER AFTER SHE CLOSED THE CASE WITH BBB AS PER HER DIRECTIVE AND CALLED BACK AS ADVISED. DEALER SAID: CHINO HILLS FORD SALES INC4480 CHINO HILLS PARKWAYCHINO CA 91710(909) 393-9331CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.-ADVISED CUST OF ABOVE.- GOT BEST CONTACT NUMBER: -9514401029 ANYTIME PST-CUST HIGHLY IRATE WITH RESOLUTION-CCR ADVISED CUST WOULD BE REOPENING THE CASE BASED ON NOTES IN SYSTEM -CCR REOPENED CASEBASED ON FEEDBACK FROM TL KEVIN WHO SPOKE WITH SPVR.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI Comm Type: PHONE
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54
Action Date: 09/10/2009 Action Time: 18.54.38.562 Action Data: No

Comments CCS MELISSA, X 7424 ***CASE REVIEW*** 2 VEHs ON FILE, A/Z - NO TECH HOTLINE INVOLVEMENT - ACTIVE PREM MAINT PLAN, NO ESP OR RECALL ON FILE - PER AWS, NO REPAIR HISTORY FOR CONCERN - OBC TO DLR AT 909-268-8165 - SPOKE TO GEORGE, S/M - PART WILL POSSIBLY BE IN LATE SEPTEMBER THIS MONTH - WILL SEND ME AN E-MAIL - ADVISED GEORGE TO PUT IN A REQUEST TO EXPEDITE PART THROUGH FMC DEALER, ADVISED HE CAN ALSO REQUEST A RENTAL THROUGH FMC DLR AS WELL - ADVISED HE SHOULD RECEIVE A RESPONSE WITHIN 24 HRS REGARDING THE RENTAL

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI Comm Type: PHONE
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54
Action Date: 09/10/2009 Action Time: 19.35.02.746 Action Data: Yes

Comments CCS MELISSA AT EXT. 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - ADVISED CUST I HAVE SPOKEN WITH S/M GEORGE WHO HAS PUT IN A REQUEST FOR HER TO BE PLACED IN A RENTAL - ADVISED CUST GEORGE SHOULD RECEIVE A RESPONSE TOMORROW REGARDING THE RENTAL - ADVISED HE HAS ALSO PUT IN A REQUEST TO EXPEDITE PART - CUST THANKS ME, STATES SHE IS JUST SEEKING A RENTAL VEH - ADVISED CUST I WILL F/U WITH HER FRI., 9/11 BY 8 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-11-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: PARTS ESCALATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: DANIELS, FELICIA **Analyst:** FDANIE23
Action Date: 09/11/2009 **Action Time:** 11.02.07.772 **Action Data:** Yes

Comments OBC TO DEALER TO VERIFY PART

Data Element Name	Data Value
-----	-----
PARTS DISTRIBUTION ETRACKER #:	8673374
PART NUMBER:	9F9Z 9E926 AA
PART DESCRIPTION:	THROTTLE BODY
CRS ESCALATION? (Y/N):	NO
WHY DELAYED?:	BACK ORDERED

Action: RENTAL REQUEST - RENTAL APPROVED
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: DANIELS, FELICIA **Analyst:** FDANIE23
Action Date: 09/11/2009 **Action Time:** 12.05.11.391 **Action Data:** Yes

Comments OBC TO DEALER SPOKE WITH SM GEORGE KEITHAWARE OF FRACS GUIDELINESAWARE THAT MUT REL MUST BE SIGNED EXPLAINED BILLING, CUSTOMER WILL BE PUT INTO FORD FOCUS ON 9/11 @ 28.00 A DAY

Data Element Name	Data Value
-----	-----
FRCS DEALER? (Y/N)	YES
-FRCS DEALER PACODE	05408
ENTERPRISE? (Y/N)	NO

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** OTHER
Analyst Name: DANIELS, FELICIA **Analyst:** FDANIE23
Action Date: 09/11/2009 **Action Time:** 15.10.52.003 **Action Data:** Yes

Comments CCS FELICIA TO FOLLOW-UP 9/25 BY 17:30 P EST

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	09-25-2009
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ, MELISSA **Analyst:** MCRUZ54
Action Date: 09/11/2009 **Action Time:** 19.16.06.060 **Action Data:** Yes

Comments CCS MELISSA AT EXT. 7424 - OBC TO CUST AT 951-440-1029 - UNABLE TO REACH - LM WITH MY CONTACT INFO ADVISING I WILL F/U TUES., 9/15 BY 8 PM EST

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	09-15-2009

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 09/15/2009 **Action Time:** 19.24.55.660 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - CUST STATES SHE WAS GIVEN A 2 DOOR FOCUS AS A RENTAL - STATES SHE IS SATISFIED FMC PROVIDED A RENTAL BUT WOULD LIKE SOMETHING MORE COMPARABLE TO HER VEH - STATES SHE DRIVES A CARPOOL 4 DAYS A WK WITH 4 TEENAGE CHILDREN - ADVISED CUST I WILL LOOK INTO THIS AND F/U WITH HER WEDS., 9/16 BY 8 PM EST

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-16-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** DEALER
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: GEORGE KEITH **Analyst:** G-KEITH
Action Date: 09/15/2009 **Action Time:** 20.43.47.754 **Action Data:** No

Comments S/M GEORGE CALLED CUSTOMER 9/15/2009, TOLD CUSTOMER THAT WE WOULD PUT HER IN A TAURUS ON 9/16/2009 AS SOON AS IT RETURNS. CUSTOMER HAPPY.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 09/16/2009 **Action Time:** 19.07.08.509 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - ADVISED OF DLR COMMENTS- CUST WANTS TO BE UPGRADED INTO AN SUV OR CROSSOVER AS SHE HAS CHILDREN IN SPORTS AND NEEDS TO TRANSPORT ITEMS - ADVISED CUST I WILL LOOK INTO HER REQUEST BUT CANNOT PROMISE ANYTHING AS UPGRADES CAN ONLY BE PROVIDED IF THE VEH IS A WORK VEH - ADVISED I WILL F/U WITH HER THURS., 9/17 BY 8 PM EST - CUST REQUESTED I CALL HER AT WORK

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-17-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 09/17/2009 **Action Time:** 18.25.09.390 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - ADVISED CUST WE CANNOT UPGRADE HER VEH ANY FURTHER - ADVISED CUST SHE CAN RETURN RENTAL TO DLRSH, FIND A LARGER VEH ON HER OWN, AND I CAN REIMBURSE HER UP TO \$550 - CUST ADVISED SHE IS OKAY IN THE RENTAL - ADVISED CUST WE HAVE FOUND A NEW SUPPLIER AND IT IS PROBABLE FOR THROTTLE BODIES TO BE RELEASE MID OCTOBER - ADVISED CUST I WILL F/U WITH HER TUES., 9/22 BY 8 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-22-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ, MELISSA **Analyst:** MCRUZ54
Action Date: 09/22/2009 **Action Time:** 17.14.14.620 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - ADVISED CUST NO NEW INFO ON PART - ADVISED I WILL F/U FRI., 10/9 BY 8 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-09-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ, MELISSA **Analyst:** MCRUZ54
Action Date: 10/09/2009 **Action Time:** 16.56.19.040 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - UNABLE TO REACH - PERSON THAT ANSWERED ADVISED CUST NOT IN - REP WILL F/U WITH CUST FRI., 10/16 BY 8 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-16-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ, MELISSA **Analyst:** MCRUZ54
Action Date: 10/16/2009 **Action Time:** 18.49.47.909 **Action Data:** No

Comments CCS MELISSA, X 7424 - OBC TO DLR AT [REDACTED] - SPOKE TO S/M GEORGE - STATES HE GOT NOTICE THAT THROTTLE BODY IS SUPPOSED TO BE SHIPPED OUT TODAY

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI **Comm Type:** PHONE
Analyst Name: CRUZ, MELISSA **Analyst:** MCRUZ54
Action Date: 10/16/2009 **Action Time:** 18.57.07.048 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - ADVISED OF MY CONVERSATION WITH S/M GEORGE - STATES SHE SPOKE TO GEORGE A BIT AGO AND HE ADVISED HER PART IS TO BE SHIPPED TODAY - ADVISED CUST I WILL F/U WITH HER WEDS., 10/21 BY 8 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-21-2009

TIME OF FOLLOW UP (HH:MM):

20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44264 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 10/21/2009

Action Time: 14.43.17.200 **Action Data:** No

Comments CCS MELISSA, X 7424 - OBC TO DLR AT [REDACTED] - SPOKE TO S/M GEORGE - STATES THROTTLE BODY WAS SHIPPED OUT MON, 10/19 BUT IT HAS NOT ARRIVED AT DLR YET

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44264 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 10/21/2009

Action Time: 14.53.07.373 **Action Data:** Yes

Comments CCS MELISSA, EXT. 7424 - OBC TO CUST AT [REDACTED] - PERSON THAT ANSWERED ADVISED CUST NOT IN TODAY - REP WILL F/U WITH CUST MON., 10/26 BY 8 PM EST

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-26-2009

TIME OF FOLLOW UP (HH:MM):

20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: DEALER

Odometer: 44264 MI

Comm Type: OTHER

Analyst Name: GEORGE KEITH

Analyst: G-KEITH

Action Date: 10/23/2009

Action Time: 15.38.42.866

Action Data: No

Comments S/M GEORGE RECIEVED UPDATE ON PART SHIPPING DATE. SHIPPING DATE IS EXPECTED TO BE 10/26/09

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44264 MI

Comm Type: PHONE

Analyst Name: CRISTIANO (TCRISTIA),TAMALLA

Analyst: TCRISTIA

Action Date: 10/26/2009

Action Time:
18.53.10.653

Action Data: Yes

Comments *CCS TAMMY EXT 7105* ON BEHALF OF MELISSA EXT 7424. OBC TO CUSTOMER @ PRIMARY PHONE: [REDACTED] AND LM ON VM PROVIDING TOLL FREE NUMBER FOR A RETURN CALL. SET A FOLLOW FOR WED 10-28-09 BY 5:00 PM PST.

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-28-2009

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44264 MI Comm Type: PHONE
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54
Action Date: 10/28/2009 Action Time: 13.17.51.156 Action Data: Yes

Comments CCS MELISSA, X 7424 - OBC TO DLR AT 909-393-9331 - SPOKE TO S/M GEORGE - PART NOT DUE TO BE SHIPPED OUT TILL BEGINNING OF NOVEMBER **** OBC TO CUST @ [REDACTED] - PERSON THAT ANSWERED ADVISED CUST NOT IN - REP WILL KEEP CASE OPEN AND F/U WITH DLR ONLY REGARDING PART - WILL F/U WITH DLR WEDS., 11/4 BY 8 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-04-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: DEALER
Odometer: 44264 MI Comm Type: PHONE
Analyst Name: GEORGE KEITH Analyst: G-KEITH
Action Date: 11/02/2009 Action Time: 20.31.17.596 Action Data: No

Comments S/M GEORGE TALKED TO CUSTOMER 11/2/09,ADVISE CUSTOMER PART DUE TO BE SHIPPED THIS WEEK.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44264 MI Comm Type: OTHER
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54
Action Date: 11/04/2009 Action Time: 16.17.20.645 Action Data: Yes

Comments CCS MELISSA, X7424 - MONITORING FOR PART ARRIVAL

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-11-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: DEALER
Odometer: 44264 MI Comm Type: OTHER
Analyst Name: GEORGE KEITH Analyst: G-KEITH
Action Date: 11/04/2009 Action Time: 18.56.11.236 Action Data: No

Comments LATEST INFO ON PACO IS SHIPPING DATE 11/6/09

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: DEALER
Odometer: 44264 MI Comm Type: OTHER
Analyst Name: GEORGE KEITH Analyst: G-KEITH
Action Date: 11/06/2009 Action Time: 19.56.53.316 Action Data: No

Comments NEW SHIPPING DATE ON PART IS 11/9/2009

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: DEALER

Odometer: 44264 MI
Analyst Name: GEORGE KEITH
Action Date: 11/09/2009

Comm Type: VISIT
Analyst: G-KEITH
Action Time: 17.46.18.918

Action Data: No

Comments REPAIRS ON VEHICLE ARE COMPLETE,CUSTOMER HAS BEEN CALLED.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: DEALER

Odometer: 44264 MI

Comm Type: VISIT

Analyst Name: GEORGE KEITH

Analyst: G-KEITH

Action Date: 11/09/2009

Action Time: 20.15.14.988

Action Data: No

Comments CUSTOMER TOOK DELIVERY OF VEHICLE 10/9/09

Action: RENTAL REQUEST - RESOLVED

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44264 MI

Comm Type: PHONE

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 11/10/2009

Action Time: 19.06.06.095 Action Data: Yes

Comments CCS MELISSA,X 7424 - OBC TO S/M GEORGE @ CHINO HILLS @ CELL @ [REDACTED] - TOTAL IS \$1796.55 - RO 368993 - LINE B (02) - \$28 PER DAY @ 64 DAYS - FRACS RENTAL - APPROVAL CODE M18UZ - SUBMIT AS PRTS1

Data Element Name	Data Value
-------------------	------------

DAYS CUSTOMER IN RENTAL:	64
--------------------------	----

APPROVED REIMBURSEMENT COST:	1797
------------------------------	------

Action: PARTS ESCALATION - PART ARRIVAL

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44264 MI

Comm Type: PHONE

Analyst Name: CRAGO, KIMBERLY

Analyst: KCRAGO1

Action Date: 11/23/2009

Action Time: 15.44.53.877 Action Data: Yes

Comments CCS KIM X7242 PART ARRIVAL 11-10-2009

Data Element Name	Data Value
-------------------	------------

DATE OF PART ARRIVAL AT DEALERSHIP:	11-10-2009
-------------------------------------	------------

FORD PART? (Y/N):	YES
-------------------	-----

AFTERMARKET PART? (Y/N):	NO
--------------------------	----

CUSTOMER OPTED OUT? (Y/N):	NO
----------------------------	----

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
 Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
 Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone [REDACTED]
 Reason Desc: RENTAL REQUEST - BACKORDER PART Secondary Phone [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 09/11/2009

Action: RENTAL REQUEST - BACKORDER PART
 Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: DEALER
 Odometer: 44272 MI Comm Type: VISIT
 Analyst Name: GEORGE KEITH Analyst: G-KEITH
 Action Date: 09/10/2009 Action Time: 19.09.00.112 Action Data: Yes

Comments REQUESTING RENTAL ASSISTANCE ON VEHICLE WAITING FOR THROTTLE BODY.REQUESTING ASSISTANCE ON AVAILABILITY FOR THROTTLE BODY,PART# 9F9Z 9E926 AA

Data Element Name	Data Value
PART NUMBER:	9F9Z 9E926 AA
PART DESCRIPTION:	THROTTLE BODY
DOR/COR/ORDER NUMBER:	20908

Action: THROTTLE BODY - BACKORDER PART
 Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 44272 MI Comm Type: PHONE
 Analyst Name: DANIELS, FELICIA Analyst: FDANIE23
 Action Date: 09/11/2009 Action Time: 10.53.11.062 Action Data: Yes

Comments CCS FELICIA X7114 RECEIVED REQ

Data Element Name	Data Value
REPLACEMENT PART ALLOCATED? (Y/N)	NO

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 44272 MI Comm Type: PHONE
 Analyst Name: DANIELS, FELICIA Analyst: FDANIE23
 Action Date: 09/11/2009 Action Time: 11.03.49.475 Action Data: No

Comments ACTION: PARTS ESCALATION DEALER: 05408 CHINO HILLS FORD SALES, INC. ORIGIN DESC: CUSTOMER CARE SOLUTIONS TEAM ODOMETER: 44264 MI COMM TYPE: PHONE ANALYST NAME: DANIELS, FELICIA ANALYST: FDANIE23 ACTION DATE: 09/11/2009 ACTION TIME: 11.02.07.772 ACTION DATA: YES COMMENTS OBC TO DEALER TO VERIFY PART DATA ELEMENT NAME DATA VALUE ----- PARTS DISTRIBUTION ETRACKER #: 8673374 PART NUMBER: 9F9Z 9E926 AA PART DESCRIPTION: THROTTLE BODY CRS ESCALATION? (Y/N): NO WHY DELAYED?: BACK ORDERED -----

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 44272 MI Comm Type: PHONE
 Analyst Name: DANIELS, FELICIA Analyst: FDANIE23

Action Date: 09/11/2009

Action Time: 12.06.27.086 Action Data: No

Comments ACTION: RENTAL REQUEST - RENTAL APPROVED DEALER: 05408 CHINO HILLS FORD SALES, INC.
ORIGIN DESC: CUSTOMER CARE SOLUTIONS TEAM ODOMETER: 44264 MI COMM TYPE: PHONE ANALYST NAME:
DANIELS, FELICIA ANALYST: FDANIE23 ACTION DATE: 09/11/2009 ACTION TIME: 12.05.11.391 ACTION DATA: YES
COMMENTS OBC TO DEALER SPOKE WITH SM GEORGE KEITHAWARE OF FRACS GUIDELINESAWARE THAT MUT
REL MUST BE SIGNED EXPLAINED BILLING, CUSTOMER WILL BE PUT INTO FORD FOCUS ON 9/11 @ 28.00 A DAY
DATA ELEMENT NAME DATA VALUE ----- FRCS DEALER? (Y/N) YES -
FRCS DEALER PACODE 05408 ENTERPRISE? (Y/N) NO

Action: DUPLICATE CASE

Dealer: 05408 CHINO HILLS FORD SALES, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 44272 MI

Comm Type: OTHER

Analyst Name: CRUZ, MELISSA

Analyst: MCRUZ54

Action Date: 09/29/2009

Action Time: 15.44.40.251 Action Data: No

Comments CCS MELISSA, X 7424 - CLOSING DUP CASE PER CRS BRIAN WALLACE

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
 Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: MARKETING PUBLIC PRIVATE OFFERS Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TRACK PUBLIC / PRIVATE OFFER
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 44000 MI Comm Type: PHONE
 Analyst Name: WELLER (NWELLER1),NANCY Analyst: NWELLER1
 Action Date: 09/04/2009 Action Time: 12.08.49.310 Action Data: Yes

Comments CUSTOMER SAID: -ESCALATED TO CCST CUST NOT HAPPY NOT OFFEREDCRC ADVISED: -
 ESCALATED TO CCST CUST NOT HAPPY NOT OFFEREDREMEMBER TO DIRECT CUSTOMERS TO THE
 FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:-
 WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COM

Data Element Name	Data Value
CUSTOMER MADE AWARE OF AN OFFER? (Y/N)	N

Action: TRACK PUBLIC / PRIVATE OFFER
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 44200 MI Comm Type: PHONE
 Analyst Name: BRUNNER (JBRUNNE2),JULIE Analyst: JBRUNNE2
 Action Date: 09/08/2009 Action Time: 11.57.39.181 Action Data: Yes

Comments CUSTOMER SAID: -I HAVE THAT SITECRC ADVISED: REMEMBER TO DIRECT CUSTOMERS TO THE
 FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:-
 WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COM=====

Data Element Name	Data Value
CUSTOMER MADE AWARE OF AN OFFER? (Y/N)	N

Action: TRACK PUBLIC / PRIVATE OFFER
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 1 MI Comm Type: PHONE
 Analyst Name: DEL RIO (MDELRIO6),MILAGRO Analyst: MDELRIO6
 Action Date: 09/09/2009 Action Time: 18.29.22.086 Action Data: Yes

Comments CUSTOMER SAID: -NONEDEALER SAID: -NONECRC ADVISED: REMEMBER TO DIRECT CUSTOMERS TO
 THE FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:-
 WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COM-CUST WAS HIGHLY IRRATE
 DID NOT MAKE A MARKETING OFFER.

Data Element Name	Data Value
CUSTOMER MADE AWARE OF AN OFFER? (Y/N)	N

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
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: Origin Desc: MANUAL - PHONE CSR
Odometer: 1 MI Comm Type: PHONE
Analyst Name: DEL RIO (MDELRIO6),MILAGRO Analyst: MDELRIO6
Action Date: 09/09/2009 Action Time: 18.11.09.480 Action Data: No

Comments CUSTOMER SAID: CUST HAS CANCELLED CASE FOR BBB AND IS SEEKING A RENTAL VEH -CUST HAS ATTEMPTED TO GET IN TOUCH WITH CCST AND HAS LEFT MULIPLE MESSAGES AS PER HER REQUEST IN ORDER TO PROCEED WITH CASE-CUST DLRSHIP HAS ALSO ATTEMPTED TO GET IN TOUCH WITH CCST AND HAS BEEN UNSUCCESSFUL IN MAKING CONTACT-CUST IS SEEKING A SUPERVISOR.DEALER SAID: CHINO HILLS FORD SALES INC4480 CHINO HILLS PARKWAYCHINO CA 91710(909) 393-9331CRC ADVISED: -CCR ADVISED CUST WOULD GET A SUPERVISOR FOR HER REGARDING HER CONCERN.-READ NOTES TO CUST REGARDIN G CASE WHERE MELISSA CRUZ SAID THAT CASE COULD NOT BE OPEN TO BBB AND TO CCST AT THE SAME TIME.

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
Symptom Desc: ENG SPEED-UP SUDDEN ACCEL ALL ENGINE TEMP Primary Phone: [REDACTED]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CANCEL

Action: OPEN - PENDING ELIGIBILITY
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 44200 MI Comm Type: MAIL
Analyst Name: DANIELSON, JANETTA Analyst: J-DANI36
Action Date: 09/08/2009 Action Time: 16.00.18.536 Action Data: No

Comments NEW CASE: FRD0944383. PROBLEMS: CAR ACCELERATES ON ITS OWN WITHOUT WARNING,BATTERY NEEDS TO BE REPLACED,BRAKES REPLACED IN JULY/NOW MAKING NOISE WHEN APPLIED.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 44200 MI Comm Type: MAIL
Analyst Name: SOLIZ,DENISE Analyst: D-SOLIZ
Action Date: 09/08/2009 Action Time: 16.00.22.584 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 44200 MI Comm Type: MAIL
Analyst Name: SOLIZ,DENISE Analyst: D-SOLIZ
Action Date: 09/08/2009 Action Time: 21.00.23.230 Action Data: No

Comments CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
Symptom Desc: SURGE 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: 09/08/2009

Action: TIER II ESCALATION - PARTS DELAY
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 44000 MI Comm Type: PHONE
Analyst Name: WELLER (NWELLER1),NANCY Analyst: NWELLER1
Action Date: 09/04/2009 Action Time: 12.06.58.207 Action Data: No

Comments CUSTOMER SAID: -AT DLR NOW-PART IS DELAYED-VEH ACCELERATES BY ITSELF-SURGES FORWARD AND BACKWARDS-HAPPENING FOR ABOUT A MONTH-THROTTLE BODY IS NEEDED AND ETA DEC 2 09-ANOTHER DLR SAID PART BEING REDESIGNED AND NOT SURE WHEN WILL BE AVAILABLE-VEH IS NOT SAFE AND NEEDING A LOANER OR A RENTAL OR BEING ABLE TO TRANSFER TO ANOTHER VEHDEALER SAID: - GEORGE S/M-CHINO HILLS FORD SALES INC FORD CODE: 71F104 DEALER PROFILE 4480 CHINO HILLS PARKWAYCHINO, CA 91710 TEL [REDACTED] CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.

Action: DUPLICATE CASE
Dealer: 05408 CHINO HILLS FORD SALES, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 44000 MI Comm Type: PHONE
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54
Action Date: 09/08/2009 Action Time: 16.16.17.460 Action Data: No

Comments CCS MELISSA, X 7424 - OBC TO CUST AT [REDACTED] - WAS ABLE TO REACH - ADVISED CUST SINCE SHE HAS AN OPEN CASE WITH THE BBB, I CANNOT HANDLE HER CASE - ADVISED CUST I AM CALLING HER BECAUSE SHE WAS PROMISED A CALLBACK WITHIN 2 BUS DAYS - PROVIDED CUST MY CONTACT INFO - CUST ADVISED SHE WILL CALL THE BBB AND HAVE THEN CANCEL HER CLAIM - CUST ADVISED SHE WILL CALL ME BACK - ADVISED CUST THERE IS NOTHING WE CAN DO UNTIL THE CLAIM IS CLOSED ON FORD'S END - REP CLOSING CASE - NO ACTION REQUIRED

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03187G [REDACTED] Year: 2007 Model: FREESTYLE Case: 436202479
Name: [REDACTED] Owner Status: Original WSD: 2007-05-24
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: 44200 MI

Analyst Name: BRUNNER (JBRUNNE2),JULIE

Action Date: 09/08/2009

Comm Type: PHONE

Analyst: JBRUNNE2

Action Time: 11.56.04.163 Action Data: No

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: -CALLED LAST WEEK-WAS SUPPOSED TO GET CALLBACK-WHEN IS THE CALL COMINGCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-----ADVISED CCST WOULD HAVE THRU COB ON 9/9/09 TO GET WITH CUST IN REGARDS TO THIS ISSUE-----PER HISTORICALS ON 9/4/09-I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.

Ford Confidential

Server: AWS Prod
Claims loaded through: 04-MAR-2010

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

VIN: 1FMDK03187C [REDACTED]
Model Year: 2007
Veh Type: C
Inv. Dealer: *
Vehicle Status Code: 800

Trace Eng Serial No:

-----1-----2-----3-----4-----5-----6-----7-----8
E1221 211106000079 7G 354 AA

Trace Trans Serial No:

A422A212120663460255 7F93 7000 AA 021

(Related Claims)

Veh Line: C/PB - FREESTYLE (D219) 2005-07 [05-07] Body Shell: *
Market Derived: F - FORD Navis Eng Serial No: 211106000079
Drive Code: C/A - 2 WHL L/H FRONT DRIVE Engine: C/LD - MOD 3.0L DOHC EFI NA V6 G*NAAO
Body Cab Style: - 4 DOOR STATION WAGON Transmission: C/AP - CVT SEL SHFT A/T ZF/FORD
Version/Series: * - [N/A]

BUILD INFORMATION:

Region: NA Plant: AD - CHICAGO PLANT BUILD
Country: USA Prod Date: 22-DEC-2006

SALE INFORMATION:

Region: NA Selling Dealer [code]: CHINO HILLS FORD SALES, INC. [171104 - *]
Country: USA Selling Dlr St/Prov: CA
Buyer St/Prov: *

Arrival Date: 10-JAN-2007 Red Carpet Lease: *
Sale Date: 24-MAY-2007 Fleet/Retail/Co. Lease: R
Warranty Start Date: 24-MAY-2007 Modified Vehicle: * Vehicle Count Flag: Y
Orig Warranty Date: 24-MAY-2007 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0
K037GA299711133 5B HD2 22LA004 AL G 2 C3AU8B2F FS5 66HECSHCD DA 71P104R 4 DV B LDWB6 11
FMD8R6 130B 91CCA



BEGINNING OF CONTACT
09/15/2009

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.02

=====

REGION: C2 HOUSTON	OGC ISSUE	CASE NBR: 0657482579
VIN: 1FMZK02176G [REDACTED]	ZONE: A04	OPENED: 09/14/2009
	ENGINE: 1	VEH TYPE: T
		CLOSED: 09/14/2009

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MR		MI: [REDACTED]
ADDRESS: [REDACTED]	STATE: TX	ZIP: [REDACTED]
CITY: ALAMO		
HOME PHONE: [REDACTED]		
MODEL YEAR: 2006	MODEL: FREESTYLE SEL FWD 4-DR MPV	
MILEAGE: 60000		
DEALER NAME: SPIKES MOTOR COMPAN	SALES CODE: F52758	P & A: 04513
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 624100 ACCELERATOR PEDAL STICK/BIND		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: RBUBLITZ BUBLITZ (RBUBLITZ),REBECCA

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DATE: 09/14/2009 TIME: 18.15.47 :
ACTION DATA/COMMENTS:

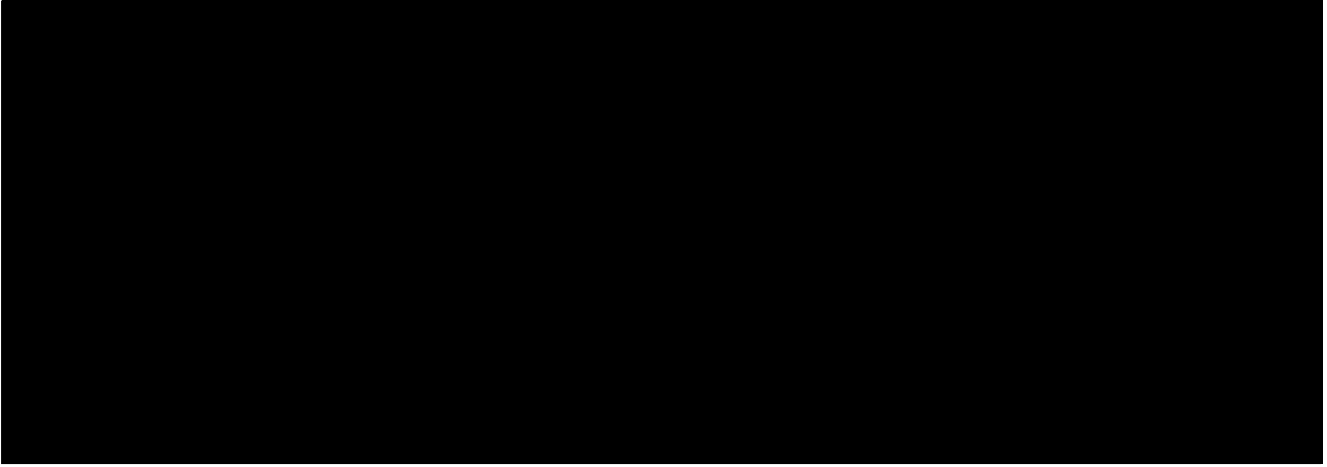
SEP 15 2009

OFFICE OF THE
GENERAL COUNSEL

CUSTOMER SAID: - VEH WAS IN AN ACCIDENT THIS PAST FRIDAY 9/11/09. - VEH HAS HAD A HISTORY OF PROBLEMS WITH ACCELERATING INSTEAD OF BRAKING WHEN BRAKE PEDAL IS DEPRESSED. - HAS HAPPENED ABOUT 5 TIMES AND BEEN REPAIRED AT BOTH INDEPENDENTS AND FMC DEALERSHIPS. - MOST REPAIRS HAVE BEEN IN THE FORM OF RESETTING/REPROGRAMMING THE COMPUTER. - LAST REPAIR WAS BACK AROUND JULY/AUG, 2009 AT DEALERSHIP. - VEH WAS BEING DRIVEN BY A COLLEGE STUDENT WHO LIVES WITH THE VEH OWNER. - SHE SUSTAINED WHIPLASH INJURIES AND IS UNDER A DOCTORS CARE. - DOCTOR PUT HER IN A COLLAR AND SUGGESTED THERAPY. - ACCIDENT OCCURRED ON CORNER OF TOWER RD AND US BUS 83 IN ALAMO, TX AT A RR CROSSING. - VEHICLE ACCELERATED WHEN DRIVER DEPRESSED BRAKE. - DRIVER ATTEMPTED TO AVOID OTHER TRAFFIC BY SWERVING, ETC. - WHEN VEH HIT THE TRACKS IT FLIPPED OVER. - ALAMO CITY PD RESPONDED AND FILED A REPORT. - CUSTOMER SHOULD BE ABLE TO GET A COPY IN 5-10 WORKING DAYS. - CUSTOMER HAS CONTACTED HIS INSURANCE COMPANY AND FILED A CLAIM. - INSURANCE INVESTIGATION IS STILL IN PROGRESS. - CUSTOMER IS UNSURE IF VEH IS REPAIRABLE. - MUCH OF THE DAMAGE WILL BE TO THE UNDERCARRIAGE AND A HOLE WAS PUNCHED IN THE GAS TANK. - SEEKING ONLY TO REPORT THE ISSUE SO IT DOES NOT HAPPEN TO OTHERS AND TO SEE IF THIS IS A COMMON PROBLEM WITH THIS VEH. DEALER SAID: - SPIKES FORD 805 E. EXPRESSWAY 83 MISSION TX 78572 (888) 400-3571 -CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE. --- ADVISED CUSTOMER THAT OUR RECORDS DO NOT INDICATE THAT THIS IS A COMMON ISSUE WITH THIS VEH.

CONSUMER AFFAIRS

09/15/2009 FAX OGC1



BEGINNING OF CONTACT
11/17/2009

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.09

=====

REGION: N1 NEW YORK	OGC ISSUE	CASE NBR: 118311649
VIN: 1FMDK05187G	ZONE: A03	OPENED: 11/16/2009
	ENGINE: 1	VEH TYPE: T
		CLOSED: 11/16/2009

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: W
ADDRESS: [REDACTED]		
CITY: BROOKLYN	STATE: NY	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2007	MODEL: FREESTYLE SEL AWD 4-DR MPV	
MILEAGE: 30000		
DEALER NAME: QUEENS BOULEVARD FO	SALES CODE: F13033	P & A: 13315
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 624300 ACCELERATOR PEDAL POWER ADJUSTMENT FUNCTION		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: FCARTAGE CARTAGENA, FANNY

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DATE: 11/16/2009 TIME: 10.00.12:
ACTION DATA/COMMENTS:

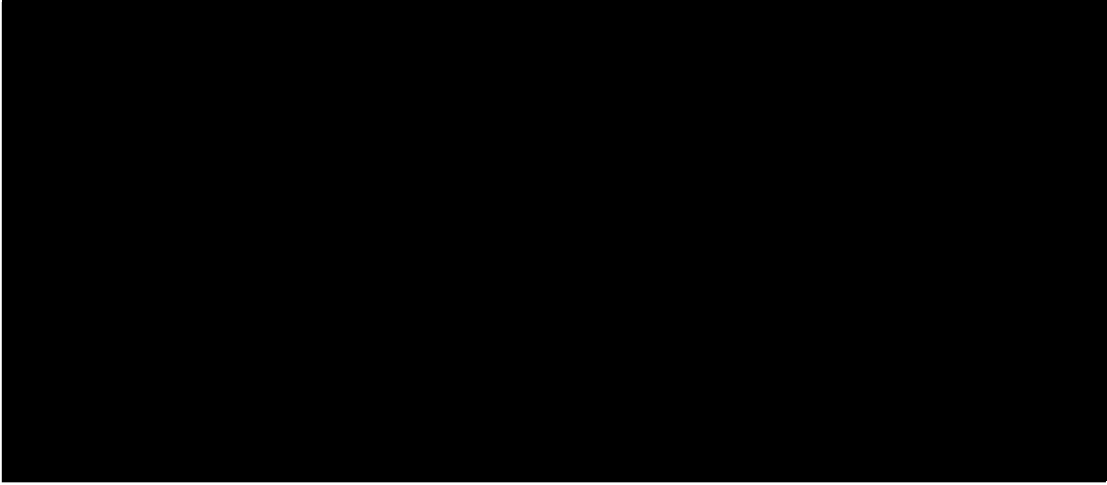
NOV 17 2009

OFFICE OF THE
GENERAL COUNSEL

FIRE / ACCIDENT A
CUSTOMER SAID: - DATE OF THE ACCIDENT: 11/14/09-SPEED TOOK OFF, PUT KEYS INTO THE IGNITION AND VEH.ACCELERATED ON ITS OWN WITHOUT PRESSING GAS PEDAL- NO INJURIES TO THE DRIVER, BUT THE VEH. HAVE DAMAGES ALONG THE DRIVER SIDE-. SHE WAS DRIVING IN BROOKLYN- POLICE REPORT FILED. - SHE DOESN'T HAVE POLICE REPORT YET, WAS ADVICE TO WAIT 2 BUSINESS DAYS- REPORT WAS FILED. BROOKLYN- SHE WILL FILE REPORT TODAY (11/16/09)-VEH IS REPARABLE,BUT SHE DOESN'T WANT VEH, SHE'S TOO SCARE TO DRIVE IT-SHE WANTS FORD TO GIVE HER A DIFFERENT VEH./EXCHANGE VEH. -----PER CUS
TOMER VEH. WAS MALFUNCTIONING (AS SOON SHE PUT THE KEY IN TO THE IGNITION, VEH. WOULD ACCELERATE ON ITS OWN WITHOUT HER PRESSING THE GAS PEDAL, AND AS A RESULT OF THIS SHE HAD AN ACCIDENT ON SATURDAY (11/14/09)- SHE HAD TAKEN VEH. TO BE REPAIR BY A FORD TECH. SEVERAL TIMES BEFORE THE ACCIDENT (SINCE SUMMER) TO DIFFERENT FORD DEALERSHIP, BUT THEY NEVER FIXED THE PROBLEM, EVEN THOUGHT THEY CLAIMED THAT IT WAS FIX.- CUSTOMER STATES THAT TECH. AT DEALERSHIP RELEASED THE VEH. TO HER, EVEN THOUGHT IT WAS DANGEROUS TO DRIVE. THEY WERE WAITING ON A PART SO THEY CAN FIX IT DEALER SAID: DEALERSHIP: QUEENS, QUEENS (11432)QUEENS BOULEVARD FORD LINCOLN-MERCURY139-40 QUEENS BLVDJAMAICA NY 11435(718) 657-8888CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE. -----ALSO ADVISE D CUST. OF LITERATURE PROGRAM 09L03 (OWNER LETTER - VEHICLES WITH TPMS

CONSUMER AFFAIRS

11/17/2009 FAXOGC2



IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

**KEVIN MILLER AND
DANIELLE MILLER,**

CIVIL DIVISION

Plaintiffs,

vs.

NO.:

Thursday, August 21, 2008 2:52 PM

2008-SU-004206-01

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs:

**Kevin Miller and
Danielle Miller**

COUNSEL OF RECORD FOR THIS PARTY:

**Craig Thor Kimmel, Esquire
Identification No. 57100**

**Robert A. Rapkin, Esquire
Identification No. 61628**

KIMMEL & SILVERMAN, P.C.

210 Grant Street, Suite 202

Pittsburgh PA 15219

(412) 566-1001

OFFICE
8 08-19 M

08-19

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

**KEVIN MILLER AND
DANIELLE MILLER,**

CIVIL DIVISION

Plaintiffs,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

**Filed on behalf of Plaintiffs:
Kevin Miller and
Danielle Miller**

COUNSEL OF RECORD FOR THIS PARTY:

**Craig Thor Kimmel, Esquire
Identification No. 57100**

**Robert A. Rapkin, Esquire
Identification No. 61628**

**KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001**

WRIT WAIVED

**IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION**

**KEVIN MILLER AND
DANIELLE MILLER,**

Plaintiffs,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostrom derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**Lawyer Referral Service of
The York County Bar Association
York County Bar Center
137 East Market Street
York, PA 17401
Telephone: (717) 854-8755**

**IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION**

**KEVIN MILLER AND
DANIELLE MILLER,**

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiffs, Kevin Miller and Danielle Miller, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 1291 Valley Rd., Etters, PA 17319.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at Office of the Secretary, One American Road, 10th Floor, Dearborn, MI 48126.

BACKGROUND

3. On or about December 19, 2007, Plaintiffs purchased a used 2005 Ford Five Hundred , manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAHP24165G145254.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$16,518.50. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT II
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

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

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

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

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

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

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____
Craig Thor Kimmel, Esquire
Robert A. Rapkin, Esquire

Attorney for Plaintiffs
210 Grant Street, Suite 202
Pittsburgh PA 15219

(412) 566-1001

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

We, [REDACTED] and [REDACTED], hereby verify that the statements made in the foregoing Complaint as filed in the Court of Common Pleas of York County, Pennsylvania are true and correct to the best of our knowledge, information and belief and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

Date: 8/9/08

[REDACTED]

Date: 8/8/08

[REDACTED]



BUYER'S NAME: [REDACTED] DELIVERY DATE: 12/19/2007
 ADDRESS: [REDACTED] PHONE NO.: [REDACTED] SALESMAN: GREGORY K DENNIS
 CITY: ETTERS COUNTY: YORK STATE: PA ZIP CODE: [REDACTED]

BOOK NO. PC145254 YEAR 2005 MAKE FORD MODEL FIVE HUNDRED TYPE SDN
 W USED DESCRIBE PRIOR USE _____ USED DEMO _____ COLOR GREY TRIM _____ SERIAL NO. 1FAHP24165G

AS IS
 THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED, THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

CUSTOMER'S SIGNATURE _____

ACCESSORIES
 6YR/75000 MILE QUALITY CHECKED POWERTRAIN
 LIMITED WARRANTY EXPIRES 3/31/11 OR 75000
 MILES

VEHICLE SELLING PRICE	15500.00
REBATE	N/A
ALLOWANCE FOR TRADE-IN	N/A
NET VEHICLE SELLING PRICE	15500.00
EXTENDED SERVICE PLAN	N/A
BALANCE	15500.00
STATE SALES TAX (6.00%)	930.00
	N/A
	N/A
DOC, NOTARY, MESSENGER FEES	55.00
REGISTRATION/TRANSFER/INCREASES	6.00
CERTIFICATE OR TITLE FEE	22.50
ENCUMBRANCE/LIEN FEE	5.00
BALANCE OWED ON TRADE-IN	N/A
TOTAL CASH DUE	16518.50
DEPOSIT PAID	N/A
CASH DUE AT DELIVERY	16518.50
AMOUNT FINANCED	N/A
THRU:	

USED CAR CONTRACTUAL DISCLOSURE STATEMENT
 DOES NOT APPLY TO NEW VEHICLES)
 THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS
 VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE
 WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE
 CONTRACT OF SALE.

TRADE-IN INFORMATION
 MAKE _____ MODEL _____
 YEAR _____ MILEAGE _____
 BALANCE OWED TO _____
 ADDRESS _____
 TRADE-IN BALANCE OWED: _____ NET: _____

you cancel this purchase agreement or refuse to take delivery of the vehicle
 ordered, except as permitted by law, you shall, at our option, forfeit as damages the
 amount of \$ **N/A**
 Customer's signature _____
 Purchaser hereby acknowledges to the above terms.

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

Buyer's Authorized Signature: *Gregory K Dennis* Date: 12/19/2007 Customer's Signature: _____



12/19/2007

All Action Details for Issue

Print

VIN: 1FAHP24165G Year: 2005 Model: FIVE HUNDRED Case: 434282118
Name: Owner Status: Subsequent WSD: 2005-03-31
Symptom Desc: AUTO TRANS UPSHIFT ROUGH/HARSH Primary Phone
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 07/30/2008

Action: DEALER CAN'T RESOLVE CONCERN IF THEY CAN'T DUPLICATE CONCERN
Dealer: 00179 L& L FORD Origin Desc: US CONCERN CASE BASE
Odometer: 24000 MI Comm Type: PHONE
Analyst Name: JULIE BRUNNER (JBRUNNE2) Analyst: JBRUNNE2
Action Date: 07/29/2008 Action Time: 12.03.47.941 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name Middle Initial Last Name Day Phone Relationship
SPOUSE

Comments CUSTOMER SAID: -BEEN TO DLR 4 OR 5 TIMES FOR TRANS CONCERNS-LAST IN ABOUT 1 1/2 WEEKS
AGO-DLR UNABLE TO DUPLICATE LAST TIME IN-INTERMITTENT CONCERNS BEGAN DAY OF PURCHASE-1.
HARSH ENGAGEMENT-UPSHIFT-2. RUNS ROUGH-ALL CONDITIONS-3. LOW SPEEDS VEH WILL BUCK-
ACCELERATION-4. GRINDING FEEL FROM PEDAL WHEN ACCELERATING-5. GRINDING NOISE FROM FRONT
EXTERIOR OF VEH-6. STALLS OUT -ACCELERATION-DECELERATION-7. MESSAGE CENTER READS NO OR LOW
OIL PRESSURE-8. LOSS OF POWER-VEH WILL NOT ALWAYS ACCELERATE PAST 35 MPH-CUST SEEKING TO HAVE
VEH REPAIRED OR REPLACED-CUST WILLING TO ACCEPT A SUCCESSFUL REPAIR OF VEHDEALER SAID: -
UNABLE TO DUPLICATE-L & L FORD314 HARRISBURG ST P. O. BOX 1003 EAST BERLIN, PA 17316TEL-9-
CRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN
INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE
RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD
FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN
2 BUSINESS DAYS.-----CUST CONTACT # OBC TO DLR-SM RON-UNABLE
TO DUPLICATE ON 7/16/08-MESSAGE FLASHED ON DISPLAY-BUCKING-ROAD TESTED VEH-CHECKED FOR
CODES-TESTED MODULES-EVERYTHING PASSED-6/30/08-STRUGGLES TO GET TO 40 MPH-SPITS AND
SPUTTERS-UNABLE TO DUPLICATE-REPROGRAMMED PCM AT THAT TIME

Action: CONCERN ADDRESSED

Dealer: 00179 L& L FORD Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM
Odometer: 24000 MI Comm Type: PHONE
Analyst Name: O'BANION Analyst: MOBANIO1
Action Date: 07/30/2008 Action Time: 10.57.00.520 Action Data: No

Comments = CCS MIKE X7096 DOING CASE REVIEW= = NO HOTLINE CONTACT AS PER GCQIS= = TWO SUB
OWNED VEH ON FILE, BOTH CPO VEH= = VEH HAS CPO ESP = TWO TRANS REPAIRS AS PER AWS= = CCS MIKE
MADE OBC TO SM RON= SM ADVISED THAT THE VEH IS NOT AT THE DLR= = DLR HAS NEVER BEEN ABLE TO
DUPLICATE ANY OF THEIR CONCERNS= = THERE ARE NO CODES STORED = = DLR HAS HAD THE VEH FOR A
WEEK AT A TIME AND COULD NEVER DUPLICATE ANY CONCERN= = CCS MIKE X7096 MADE OBC TO CALLER
SPOUSE = = CUST ADVISED THAT THE DLR DOES NOT DRIVE THE VEH
ENOUGH= = CCS ADVISED THAT UNLESS THE DLR CAN DUPLICATE THE CONCERN NO REPAIR CAN BE MADE= =
CUST STATED THAT THE NEXT TIME IT BREAKS DOWN ,CUST WILL HAVE VEH TOWED TO DLR= = NO FURTHER
ACTION REQUIRED AT THIS TIME= CASE CLOSED

All Action Details for Issue

[Print](#)

VIN: 1FAHP24165G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 434282118
 Name: [REDACTED] Owner Status: Subsequent WSD: 2005-03-31
 Symptom Desc: AUTO TRANS UPSHIFT ROUGH/HARSH Primary Phone: [REDACTED]
 Reason Desc: MARKETING PUBLIC PRIVATE OFFERS 3Q08 Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TRACK PUBLIC PRIVATE OFFER 3Q08 Origin Desc: MANUAL - PHONE CSR
 Dealer: Odometer: 24000 MI Comm Type: PHONE
 Analyst Name: JULIE BRUNNER (JBRUNNE2) Analyst: JBRUNNE2
 Action Date: 07/29/2008 Action Time: 12.12.28.129 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CRC ADVISED: REMEMBER TO DIRECT CUSTOMERS TO THE FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:- WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COM-----PROVIDED WWW.FORDVEHICLES.COM-ADVISED OF RETAIL CUSTOMER CASH*1 OF \$1500 & FORD CREDIT RETAIL BONUS CUSTOMER CASH*2 OF \$500 ON 2008 TAURUS-*1 PROGRAM #11558:TAKE NEW RETAIL DELIVERY FROM DEALER STOCK BY 9/30/2008. SEE DEALER FOR RESIDENCY RESTRICTIONS AND COMPLETE DETAILS.*2 PROGRAM #11554:\$500.00 FORD CREDIT BONUS CASH REQUIRES FORD CREDIT FINANCING. NOT ALL BUYERS WILL QUALIFY. TAKE NEW RETAIL DELIVERY FROM DEALER STOCK BY 9/30/2008. SEE DEALER FOR RESIDENCY RESTRICTIONS, QUALIFICATIONS AND COMPLETE DETAILS.

Data Element Name	Data Value
CUSTOMER MADE AWARE OF AN OFFER? (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP24165G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 434282118
Name: [REDACTED] Owner Status: Subsequent WSD: 2005-03-31
Symptom Desc: INSTR/DISPLAY ELECTRONIC OIL PRESSURE Primary Phone: [REDACTED]
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS Origin Desc: US CONCERN CASE BASE
Dealer: 00179 L&L FORD
Odometer: 24000 MI Comm Type: PHONE
Analyst Name: JULIE BRUNNER (JBRUNNE2) Analyst: JBRUNNE2
Action Date: 07/29/2008 Action Time: 12.10.01.903 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -BEEN TO DLR 4 OR 5 TIMES FOR TRANS CONCERNS-LAST IN ABOUT 1 1/2 WEEKS AGO-DLR UNABLE TO DUPLICATE LAST TIME IN-INTERMITTENT CONCERNS BEGAN DAY OF PURCHASE-1. HARSH ENGAGEMENT-UPSHIFT-2. RUNS ROUGH-ALL CONDITIONS-3. LOW SPEEDS VEH WILL BUCK-ACCELERATION-4. GRINDING FEEL FROM PEDAL WHEN ACCELERATING-5. GRINDING NOISE FROM FRONT EXTERIOR OF VEH-6. STALLS OUT -ACCELERATION-DECELERATION-7. MESSAGE CENTER READS NO OR LOW OIL PRESSURE-8. LOSS OF POWER-VEH WILL NOT ALWAYS ACCELERATE PAST 35 MPH-CUST SEEKING TO HAVE VEH REPAIRED OR REPLACED-CUST WILLING TO ACCEPT A SUCCESSFUL REPAIR OF VEHDEALER SAID: - UNABLE TO DUPLICATE-L & L FORD314 HARRISBURG ST P. O. BOX 1003 EAST BERLIN, PA 17316TEL:(717) 259-6334CRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.----- [REDACTED] MILLER CONTACT # [REDACTED] OBC TO DLR-SM RON-UNABLE TO DUPLICATE ON 7/16/08-MESSAGE FLASHED ON DISPLAY-BUCKING-ROAD TESTED VEH-CHECKED FOR CODES-TESTED MODULES-EVERYTHING PASSED-6/30/08-STRUGGLES TO GET TO 40 MPH-SPITS AND SPUTTERS-UNABLE TO DUPLICATE-REPROGRAMMED PCM AT THAT TIME

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP24165G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 434282118
 Name: [REDACTED] Owner Status: Subsequent WSD: 2005-03-31
 Symptom Desc: UNKNOWN SOURCE NOISE FRONT EXTERIOR Primary Phone: [REDACTED]
 Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS Origin Desc: US CONCERN CASE BASE
 Dealer: 00179 L & L FORD
 Odometer: 24000 MI Comm Type: PHONE
 Analyst Name: JULIE BRUNNER (JBRUNNE2) Analyst: JBRUNNE2
 Action Date: 07/29/2008 Action Time: 12.08.06.681 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -BEEN TO DLR 4 OR 5 TIMES FOR TRANS CONCERNS-LAST IN ABOUT 1 1/2 WEEKS AGO-DLR UNABLE TO DUPLICATE LAST TIME IN-INTERMITTENT CONCERNS BEGAN DAY OF PURCHASE-1. HARSH ENGAGEMENT-UPSHIFT-2. RUNS ROUGH-ALL CONDITIONS-3. LOW SPEEDS VEH WILL BUCK-ACCELERATION-4. GRINDING FEEL FROM PEDAL WHEN ACCELERATING-5. GRINDING NOISE FROM FRONT EXTERIOR OF VEH-6. STALLS OUT -ACCELERATION-DECELERATION-7. MESSAGE CENTER READS NO OR LOW OIL PRESSURE-8. LOSS OF POWER-VEH WILL NOT ALWAYS ACCELERATE PAST 35 MPH-CUST SEEKING TO HAVE VEH REPAIRED OR REPLACED-CUST WILLING TO ACCEPT A SUCCESSFUL REPAIR OF VEHDEALER SAID: - UNABLE TO DUPLICATE-L & L FORD314 HARRISBURG ST P. O. BOX 1003 EAST BERLIN, PA 17316TEL:(717) 259-6334CRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.-----CUST [REDACTED] CONTACT # [REDACTED] OBC TO DLR-SM RON-UNABLE TO DUPLICATE ON 7/16/08-MESSAGE FLASHED ON DISPLAY-BUCKING-ROAD TESTED VEH-CHECKED FOR CODES-TESTED MODULES-EVERYTHING PASSED-6/30/08-STRUGGLES TO GET TO 40 MPH-SPITS AND SPUTTERS-UNABLE TO DUPLICATE-REPROGRAMMED PCM AT THAT TIME

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP24165G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 434282118
Name: [REDACTED] Owner Status: Subsequent WSD: 2005-03-31
Symptom Desc: RUNS ROUGH AT IDLE Primary Phone: [REDACTED]
Reason Desc: DEALERSHIP - UNABLE TO DUPLICATE CONCERN Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact:

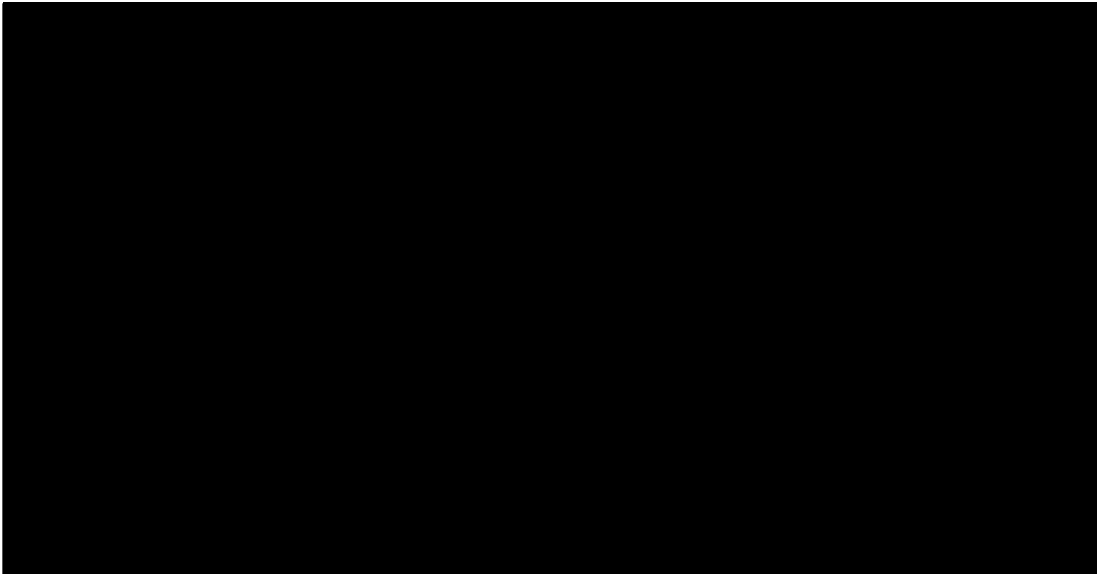
Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS Origin Desc: US CONCERN CASE BASE
Dealer: 00179 L&L FORD
Odometer: 24000 MI Comm Type: PHONE
Analyst Name: JULIE BRUNNER (JBRUNNE2) Analyst: JBRUNNE2
Action Date: 07/29/2008 Action Time: 12.06.12.222 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -BEEN TO DLR 4 OR 5 TIMES FOR TRANS CONCERNS-LAST IN ABOUT 1 1/2 WEEKS AGO-DLR UNABLE TO DUPLICATE LAST TIME IN-INTERMITTENT CONCERNS BEGAN DAY OF PURCHASE-1. HARSH ENGAGEMENT-UPSHIFT-2. RUNS ROUGH-ALL CONDITIONS-3. LOW SPEEDS VEH WILL BUCK-ACCELERATION-4. GRINDING FEEL FROM PEDAL WHEN ACCELERATING-5. GRINDING NOISE FROM FRONT EXTERIOR OF VEH-6. STALLS OUT -ACCELERATION-DECELERATION-7. MESSAGE CENTER READS NO OR LOW OIL PRESSURE-8. LOSS OF POWER-VEH WILL NOT ALWAYS ACCELERATE PAST 35 MPH-CUST SEEKING TO HAVE VEH REPAIRED OR REPLACED-CUST WILLING TO ACCEPT A SUCCESSFUL REPAIR OF VEHDEALER SAID: - UNABLE TO DUPLICATE-L & L FORD314 HARRISBURG ST P. O. BOX 1003 EAST BERLIN, PA 17316TEL:(717) 259-6334CRC ADVISED: LET ME ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. THEY CAN INVESTIGATE YOUR CONCERNS FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. FOR THE VEHICLE TO BE REPAIRED, THE DEALERSHIP WOULD FIRST NEED TO DUPLICATE THE SYMPTOM. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.-----CUST [REDACTED] CONTACT # [REDACTED] OBC TO DLR-SM RON-UNABLE TO DUPLICATE ON 7/16/08-MESSAGE FLASHED ON DISPLAY-BUCKING-ROAD TESTED VEH-CHECKED FOR CODES-TESTED MODULES-EVERYTHING PASSED-6/30/08-STRUGGLES TO GET TO 40 MPH-SPITS AND SPUTTERS-UNABLE TO DUPLICATE-REPROGRAMMED PCM AT THAT TIME

Ford Confidential



**Service of Process
Transmittal**

01/21/2011

CT Log Number 517912230

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

RE: Process Served in Pennsylvania

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED], Pltf. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Letter, Waivers, Cover Sheet, Notice to Defend, Complaint, Verification, Exhibits

COURT/AGENCY: Allegheny County, Court of Common Pleas, PA
Case # AR-11-000429

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2006 Ford Five Hundred - VIN 1FAFP251X6G [REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Harrisburg, PA

DATE AND HOUR OF SERVICE: By Certified Mail on 01/21/2011 postmarked on 01/19/2011

APPEARANCE OR ANSWER DUE: Within 20 days - Written Appearance // 03/21/2011 at 09:00 a.m. - Hearing

ATTORNEY(S) / SENDER(S): Robert A. Rapkin
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888

REMARKS: Postmark may not be legible on scanned image.

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794342885400
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: CT Corporation System
PER: Sabra Dudding
ADDRESS: 116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101
TELEPHONE: 717-234-6004

LITIGATION
PRACTICE GROUP

11 JUN 24 P3:51

OFFICE OF THE
GENERAL COUNSEL

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, MI Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WY Bar
Member, DC Bar



KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

JACQUELINE C. HERRITT
ROBERT A. RABKIN
ANGELA K. TROCCHOLI
FRED DAVIS
AMY L. BENNECOFF
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMPONOV
TIMOTHY J. ABEEL, JR.
SARAH YOUNG

January 18, 2011

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101


Re: **Jerome Moore v. Ford Motor Company**
Allegheny County Docket No.: AR-11-000429

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,


Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

RAR/jh
Enclosures

11 2011 2 PM 2:20
CLERK OF COURT
ALLEGHENY COUNTY
PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JEROME MOORE,

CIVIL DIVISION

Plaintiff,

vs.

NO.: *HR-11-000429*

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Jerome Moore

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

HEARING DATE MAR 21 2011
COURT ROOM 2, 7TH. FLOOR
CITY-COUNTY BUILDING
9:00 A.M.

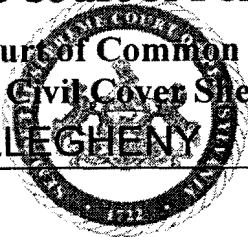
WRIT WAIVED

Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

ALLEGHENY County



For Prothonotary Use Only:

Docket No:

FIVE STAMPS

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint
- Writ of Summons
- Petition
- Notice of Appeal
- Transfer from Another Jurisdiction
- Declaration of Taking

Lead Plaintiff's Name:

Jerome Moore

Lead Defendant's Name:

Ford Motor Company

Check here if you are a Self-Represented (Pro Se) Litigant

Name of Plaintiff/Appellant's Attorney: Robert A. Rapkin, Esq.

Are money damages requested? : Yes No

Dollar Amount Requested: within arbitration limits
(Check one) outside arbitration limits

Is this a *Class Action Suit*? Yes No

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
- Malicious Prosecution
- Motor Vehicle
- Nuisance
- Premises Liability
- Product Liability (does not include mass tort)
- Slander/Libel/ Defamation
- Other:

CONTRACT (do not include Judgments)

- Buyer Plaintiff
- Debt Collection: Credit Card
- Debt Collection: Other
- Employment Dispute: Discrimination
- Employment Dispute: Other
- Other: Lemon Law

CIVIL APPEALS

- Administrative Agencies
- Board of Assessment
 - Board of Elections
 - Dept. of Transportation
 - Zoning Board
 - Statutory Appeal: Other

Judicial Appeals

- MDJ - Landlord/Tenant
- MDJ - Money Judgment
- Other:

MASS TORT

- Asbestos
- Tobacco
- Toxic Tort - DES
- Toxic Tort - Implant
- Toxic Waste
- Other:

REAL PROPERTY

- Ejectment
- Eminent Domain/Condemnation
- Ground Rent
- Landlord/Tenant Dispute
- Mortgage Foreclosure
- Partition
- Quiet Title
- Other:

MISCELLANEOUS

- Common Law/Statutory Arbitration
- Declaratory Judgment
- Mandamus
- Non-Domestic Relations Restraining Order
- Quo Warranto
- Replevin
- Other:

PROFESSIONAL LIABILITY

- Dental
- Legal
- Medical
- Other Professional:

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JEROME MOORE,

CIVIL DIVISION

Plaintiff,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Jerome Moore

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET

JEROME MOORE
PLAINTIFF

ARBITRATION DOCKET

NO. _____ - _____ - _____

VS.

HEARING DATE: _____

FORD MOTOR COMPANY
DEFENDANT

Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,
The Allegheny County Bar Association
11th Floor Koppers Bldg.
436 Seventh Ave, Pittsburgh, PA 15219
TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on _____, 20____, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

JEROME MOORE,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiff, Jerome Moore, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 1904 Manhattan Street, Pittsburgh, PA 15233.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about April 07, 2008, Plaintiff purchased a used 2006 Ford Five Hundred, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAFP251X6G175171.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$19,050.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

8. The parties' bargain includes an express 5-year / 100,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

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

During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Vehicle Lungs When Putting Into Gear, Engine and Front Door Misaligned. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT II
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

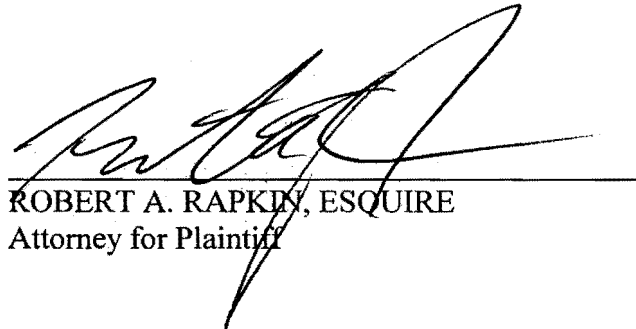
KIMMEL & SILVERMAN, P.C.

By: 

Robert A. Rapkin, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

VERIFICATION

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

MV-4ST (5-00)				1. TAX/FEES		1ST ASSIGNMENT		2nd ASSIGNMENT			
A. VEHICLE PURCHASER	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)		MAKE OF VEHICLE	MODEL YEAR	PURCHASE PRICE (See note on reverse)	19050.00					
	VEHICLE IDENTIFICATION NUMBER		CONDITION		LESS TRADE-IN						
B. SELLER	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME	MIDDLE INITIAL	TAXABLE AMOUNT	19050.00					
	CO-SELLER				1. Sales Tax Due x 6% (.06) or x 7% (.07) (See note on reverse).	1370.60					
C. 1ST PURCHASER	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/PURCHASED	04/07/2008					
	CO-PURCHASER										
	STREET				COUNTY CODE	02		2. Title Fee			
	CITY		STATE	ZIP CODE	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY		5. Lien Fee		5.00		
D. 2ND PURCHASER	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/PURCHASED	36.00		4. Registration or Processing Fee			
	CO-PURCHASER										
	STREET				COUNTY CODE	5. Duplicate Reg. Fee No. of Cards					
	CITY		STATE	ZIP CODE	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY		6. Transfer Fee				
E. VEHICLE TRADED	MAKE OF VEHICLE		VEHICLE IDENTIFICATION NUMBER		7. Increase Fee						
	MODEL YEAR	BODY TYPE (CP, TK, ETC.)	CONDITION		8. Replacement Fee						
F. APPLICATION FOR REGISTRATION	ORIGINAL PLATE <input checked="" type="checkbox"/> Check One		<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE		TOTAL PAID (Add 1 thru 8)		9. 1434.10		10.		
	<input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)		<input type="checkbox"/> TRANSFER & RENEWAL OF PLATE		11. GRAND TOTAL (Add 9 & 10)		Send One Check in This Amount		1434.10		
	<input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU		<input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE								
	<input checked="" type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT		<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER								
	REASON FOR REPLACEMENT		<input type="checkbox"/> LOST		<input type="checkbox"/> DEFACED		<input type="checkbox"/> STOLEN				
	EXPIRES Month Year		<input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL)		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.						
	TRANSFERRED FROM TITLE NO.		VIN								
	SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)		SIGN HERE		RELATIONSHIP TO APPLICANT						
	VEHICLE PURCHASED WEIGHT INFO (IF APPLICABLE)		GVWR	UNLADEN WEIGHT	REQ. REG. GROSS WT. INCLUDING LOAD	REQ. REG. GROSS COMB. WT. (IF APPLICABLE)					
	INSURANCE COMPANY NAME		POLICY NO. (OF ATTACH BINDER)		POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE					
ISSUING AGENT INFORMATION		I CERTIFY THAT ON MONTH <u>APR</u> DAY <u>7</u> YEAR <u>2008</u> I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		ISSUING AGENT SIGNATURE		AGENT NO.					
G. CERTIFICATION		1ST ASSIGNMENT		2ND ASSIGNMENT		Signature of Seller		Signature of Seller			
		Signature of First Purchaser or Authorized Signer		Signature of Co-Purchaser/Title of Authorized Signer		27770238		Signature of Co-Seller			
		Signature of Second Purchaser or Authorized Signer		Signature of Co-Purchaser/Title of Authorized Signer		Signature of Seller		Signature of Co-Seller			
H. ADDITIONAL TITLE INFORMATION		NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate). NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.									

If your registration documents are not received within 90 days, please contact PennDOT

MESSENGER NUMBER:



3. APPLICANT'S COPY/TEMPORARY REGISTRATION (VALID FOR 90 DAYS)

187656

157676

FALCONI'S MOONTOWNSHIP

INVOICE



Moon Township, PA 15108
www.moonford.com
(412) 269-2255

ST
PITTSBURGH, PA
HOME BUS:

PAGE 1

SERVICE ADVISOR: 1312 BRIAN C KERRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G		12558/12564	T199	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PG NO	RATE	PAYMENT	INV DATE
07APR08 DD			19:00 12MAY08		78.00	CASH	17MAY08

R.O. OPENED	READY	OPTIONS: STK:R675171 DLR:44B022
07:41 12MAY08	11:08 17MAY08	ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00
LINE OPCODE TECH TYPE HOURS		DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED
		LIST NET TOTAL

CHECK AND ADVISE
12 ADJUST DOOR LATCH
555 IMFS 0.00 (N/C)

B
CAUSE: INTERNAL FAILURE IN LATCH
43200A LATCH-LIFTGATE/LUGGAGE COMPARTMENT -
REPLACE (43150/43200) - L
1383WMF94 0.30 (N/C)

1 6G1Z*5443200*A LOCK ASY (N/C)
FC: L15 42
PART#: 6G1Z*5443200*A
COUNT:
CLAIM TYPE:
AUTH CODE:
3214



C
AND ADVISE
CAUSE: BUMPER WARPED
MT74502B12 REPLACE BUMPER STOP
1383WMF94 0.20 (N/C)

1 6F9Z*74502B12*B BUMPER (N/C)
FC: N43 34
PART#: 6F9Z*74502B12*B
COUNT:
CLAIM TYPE:
AUTH CODE:
3214

D PERFORM QCM MULTI-POINT INSPECTION
99P PERFORM QCM MULTI-POINT INSPECTION
1383 IMFS 0.00 (N/C)

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

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

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

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

CUSTOMER SIGNATURE



CUSTOMER COPY

187656

159952

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE



PAGE 2

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

SERVICE ADVISOR: 1312 BRIAN C KERRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	17213/17213	T967	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07APR08 DD			WAIT 22AUG08		78.00	CASH	22AUG08

R.O. OPENED READY OPTIONS: STK:R675171 DLR:44B022
 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00
 08:21 22AUG08 10:45 22AUG08 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	FL*820*S		FILTER ASY - OIL		7.25	7.25	7.25
6	5W20		PREM MTR OIL		2.05	2.05	12.30
PMP CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES							
	555	CMF	0.70			31.50	31.50
MISC MISC COUPON CTK -13.10 -13.10							

E** CUSTOMER STATES THAT BRAKES MAKE NOISE IN REAR CHECK AND ADVISE
 CAUSE: TECHNICIAN VERIFIED CONCERN FOUND REAR PADS UNDER 3 32NDS AND ROTORS UNDER SPEC TO CUT REAR DRUMS AND ROTORS AS DIRECTED IN RECALL

07N10D REAR BRAKE WEAR
 555WMF94 (N/C)
 1 7F9Z*2200 (N/C)
 2 8G1Z*2C02 (N/C)
 FC: PART#: COUNT
 CLAIM TYPE: 07N10
 AUTH CODE: 4343



 ** *THANK YOU FOR YOUR BUSINESS!* **
 ** WE HAVE SATURDAY SERVICE HOURS **
 ** 8:00AM TO 4:00PM **
 ** 412-269-2255 **
 ** CALL ROB, BRIAN, SCAPPE, OR BOBBI **

AUG 22 2008
VISA [Signature]

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	DESCRIPTION	TOTALS	
	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.	LABOR AMOUNT		31.50
		PARTS AMOUNT		19.55
		GAS, OIL, LUBE		0.00
		SUBLET AMOUNT		0.00
		MISC. CHARGES		-13.10
		TOTAL CHARGES		37.95
		LESS INSURANCE		0.00
		SALES TAX		2.66
		PLEASE PAY THIS AMOUNT		40.61
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE			

CUSTOMER COPY

187656

162642

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

DUPLICATE 1
PAGE 1



PITTSBURGH, PA

HOME BUS:

SERVICE ADVISOR: 1041 ROBERT KUSLUCH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G		24466/24466	T902	
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 17JAN09		78.00	CASH	17JAN09

R.O. OPENED	READY	OPTIONS:
09:54 17JAN09	11:55 17JAN09	STK:R675171 DLR:44B022 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED

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

A	25000 MILES (40000 KMS) - NORMAL SCHEDULED MAINTENANCE - L						
	M7 OIL AND FILTER CHANGE						
	1383 CMF 0.30				10.20	10.20	10.20
	1 FL*820*SB12 FILTER ASY - OIL				7.25	7.25	7.25
	6 5W20 PREM MTR OIL				2.25	2.25	13.50
	01 NO TIRE ROTATION AT THIS TIME ALL TIRES AT 3/32 CUSTOMER ADVISED						
	1383 CMF 0.00				0.00	0.00	0.00
	06 RECOMEND ENGINE AIR FILTER CUSTOMER ADVISED						
	1383 CMF 0.00				0.00	0.00	0.00
	MISC OWNER ADVANTAGE						
	CCTK				-14.91	-14.91	-14.91

B	PERFORM QCM MULTI-POINT INSPECTION ON						
	99P PERFORM QCM MULTI-POINT INSPECTION						
	1383 CMF 0.00				0.00	0.00	0.00
	GBATT BATTERY COMPLETE BATTERY OR AT THE TIME						
	1383 CMF 0.00				0.00	0.00	0.00
	RTIRE CHECK TIRE TREAD WITH TIRE AND						
	REPLACEMENT - 3/32 OR LESS						
	1383 CMF 0.00				0.00	0.00	0.00

4	GOODYEAR ASSURANCE \$784.57						
	INSTALLED 4 YOKOHAMA \$672.90						
	INSTALLED						
	***** ** *THANK YOU FOR YOUR BUSINESS!** ** ** WE HAVE SATURDAY SERVICE HOURS ** ** 8:00AM TO 4:00PM ** ** 412-269-2255 ** ** CALL ROB, BRIAN, SCAPPE, OR BOBBI ** *****						

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	10.20
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-14.91
TOTAL CHARGES	16.04
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	

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

CUSTOMER SIGNATURE

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

Year/Model: 06 SUV

Date: 1-7-09

Mileage: 24466

CHECKED AND OK AT THIS TIME

MAY REQUIRE FUTURE ATTENTION

REQUIRES IMMEDIATE ATTENTION

SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT

<input type="checkbox"/> Oil Filter	<input type="checkbox"/> Spark Plugs
<input type="checkbox"/> Engine Air Filter	<input type="checkbox"/> Tire Rotation
<input type="checkbox"/> Engine Coolant	<input type="checkbox"/> Transmission Filter
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/> Transmission Fluid
<input type="checkbox"/> Oil Change	

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

Comments: _____

CHECK FLUID LEVELS AND FILL

<input type="checkbox"/> OK <input type="checkbox"/> OK FILL <input type="checkbox"/> OK FILL	Engine Oil	Power Steering	Transmission (if equipped with dipstick)
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Brake Reservoir	Window Washer	Coolant Recovery Reservoir

CHECK FOLLOWING SYSTEMS/COMPONENTS

<input type="checkbox"/> <input type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Radiator, heater, and air-conditioning hoses for leaks and damage	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Windshield for cracks, chips and pitting	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Accessory drive belt(s)	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Clutch operation (if equipped)	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Engine Cooling system, hoses and clamps	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Exhaust system (leaks, damage, loose parts)	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Oil and/or fluid leaks	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Shocks/struts and other suspension components for leaks and/or damage	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	Steering and steering linkages	<input type="checkbox"/>

STATE INSPECTION DUE (IF APPLICABLE) _____

Comments: Recommend replacement of air filter & all 4 tires

This Courtesy Inspection Completed by Your Dealership Team!

Service Advisor: Rob

Technician: Ryan

Customer Signature: _____

CHECK BATTERY

State of Health

0% 100%

Condition of Terminals

Good Bad
(Clean if necessary)

Declined Battery

CHECK BRAKES - MEASURE FRONT/REAR BRAKE LININGS

LF

LR

RF

RR

Declined Brake

Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)

3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"

Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

BRAKE MEASUREMENTS NOT TAKEN THIS SERVICE VISIT

Comments: _____

CHECK TIRES

TREAD DEPTH

7/32" or Greater

4/32" to 6/32"

3/32" or less

7/32" or Greater

4/32" to 6/32"

3/32" or less

LR

RF

7/32" or Greater

4/32" to 6/32"

3/32" or less

7/32" or Greater

4/32" to 6/32"

3/32" or less

RR

Declined Tire

WEAR PATTERN / DAMAGE

LF

LR

RF

RR

TIRE WEAR INDICATES:

Alignment Check Needed Wheel Balance Needed

Comments: _____

TIRE PRESSURE SET TO FACTORY RECOMMENDED PSI

Front Rear

Invoice #: 214725

Tag #:

Customer #: 30509

Service Advisor: 8748 PAT SAND



3696 William Penn Highway
Monroeville, PA 15146
(412) 856-0600 (412) 242-9900
FAX (412) 856-8728

PITTSBURGH, PA

HOME: [REDACTED] CONT: N/A

CELL: [REDACTED]

EMAIL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
BLACK	06	FORD FIVE HUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	29711	29712			
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE	R.O. OPENED	READY
26MAY06	22MAR06		WAIT 18APR09		0.00	CASH	18APR09	09:59 18APR09	11:17 18APR09

OPTIONS: DLR:07410& ENG:3.0 Liter Duratec

Service Department Hours

Monday - Thursday

8:00 a.m. to 8:00 p.m.

Friday

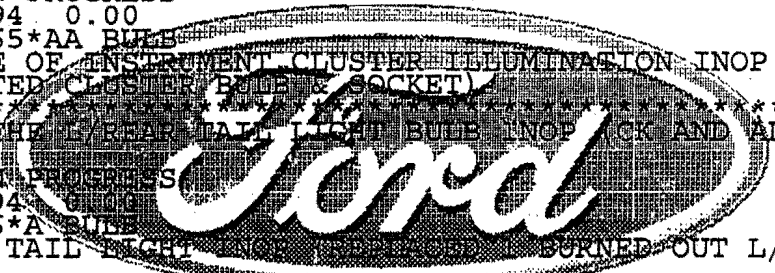
8:00 a.m. to 5:00 p.m.

Saturday

9:00 a.m. to 5:00 p.m.

No Appointment
Necessary

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	NO	COST	VISUAL	INSPECTION. STATE INSPECTION DUE			
	99P	NO	COST	VISUAL INSPECTION. STATE INSPECTION DUE			
				9310 ISP 0.00			(N/C)
B	CUST	STATES	THAT	THE L/REAR TAIL LIGHT BULB INOP (NECESSARY TO REPLACE SHORTED CLUSTER BULB SOCKET)			
				CAUSE: BULB			
				WIP WARRANTY IN PROGRESS			
				9310 W94 0.00			(N/C)
				1 5F9Z*13B765*AA BULB			(N/C)
				VERIFIED RT SIDE OF INSTRUMENT CLUSTER ILLUMINATION INOP (NECESSARY TO REPLACE SHORTED CLUSTER BULB SOCKET)			
C	CUST	STATES	THAT	THE L/REAR TAIL LIGHT BULB INOP (NECESSARY TO REPLACE SHORTED CLUSTER BULB SOCKET)			
				CAUSE: BULB			
				WIP WARRANTY IN PROGRESS			
				9310 W94 0.00			(N/C)
				1 E3MY*13466*A BULB			(N/C)
				VERIFIED L/REAR TAIL LIGHT INOP (REPLACE 1 SHORTED 3RD BRAKE LIGHT BULB)			
D**	CUST	STATES	THAT	THE 3RD BRAKE LIGHT BULB BURNED OUT			
				CAUSE: BULB			
				WIP WARRANTY IN PROGRESS			
				9310 W94 0.00			(N/C)
				1 E6DZ*13466*B BULB			(N/C)
				VERIFIED 3RD BRAKE LIGHT INOP (REPLACE 1 SHORTED 3RD BRAKE LIGHT BULB)			



CUSTOMER COPY

Join Our
e-V.I.P. Club

Then receive by e-mail:

- Exclusive Service & Parts Discounts
- Warranty Updates
- Recall Notices
- New/Used Vehicle Specials

See Cashier for details

Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repair thereto.

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 the this item/items.

TERMS: STRICTLY CASH UNLESS ARRANGMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

187656

164330

FALCON'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

DUPLICATE 1
PAGE 1



SERVICE ADVISOR: 578 DAVID SMALLWOOD

PITTSBURGH, PA

HOME: 4 [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	30078/30083	T029	
DEL. DATE	PROG. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 25APR09		78.00	CASH	25APR09
R.O. OPENED	READY	OPTIONS: STK: R675171 DLR: 44B022					
23:22 24APR09	00:19 25APR09	ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A STATE INSPECTION

MIS STATE INSPECTION

1213 CMF 0.60

1 INSPECTION STICKER

2.00

22.95

2.00

22.95

2.00

B EMISSION INSPECTION

M2E EMISSION INSPECTION

1213 CMF 0.50

37.95

37.95

C PERFORM QCM MULTI-POINT INSPECTION

99P PERFORM QCM MULTI-POINT INSPECTION

1213 CMF 0.00

0.00

0.00



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

STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	60.90
PARTS AMOUNT	2.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	62.90
LESS INSURANCE	0.00
SALES TAX	4.40
PLEASE PAY THIS AMOUNT	67.30

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

164489

FALCON'S MOONTOWNSHIP

FORD

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

ACCOUNTING

PAGE 1

SERVICE ADVISOR: 578 DAVID SMALLWOOD

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	30330/30330	T123	
DEL. DATE	PRCD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 02MAY09		78.00	CASH	02MAY09

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK: R675171 DLR: 44B022
 ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00
 10:17 02MAY09 11:21 02MAY09 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	02	CHECK FRONT AND REAR BREAKS	BRKES	ARE	GOOD						
		REAR ROTORS ARE SCORED									
	404	CMF	0.50	0.50	1100	3900				39.00	39.00
B	99P	PERFORM QCM MULTI-POINT INSPECTION									
	404	CMF	0.00	0.00	0	0				0.00	0.00

 ** *THANK YOU FOR YOUR BUSINESS! * **
 ** WE HAVE SATURDAY SERVICE HOURS **
 ** 8:00AM TO 4:00PM **
 ** 412-269-2255 **
 ** CALL ROB, BRIAN, SCAPPE, OR BOBBI **

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
[REDACTED]	3900	1100		[REDACTED]	234	0	
[REDACTED]	39	0		[REDACTED]	4173	*****	

COST, SALE, & COMP TOTALS 1100 3900 0

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 instrument. 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 instrument.

DESCRIPTION	TOTALS
LABOR AMOUNT	39.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	39.00
LESS INSURANCE	0.00
SALES TAX	2.73
PLEASE PAY THIS AMOUNT	41.73

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

165587

FALCON'S MOONTOWNSHIP

FORD

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

ACCOUNTING

PAGE 1

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

SERVICE ADVISOR: 1580 JOHN A SCHRECONGOST

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	33042/33042	T938

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 27JUN09		78.00	CASH	27JUN09

R.G. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK: R675171 DLR: 44B022
 ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00
 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A OIL AND FILTER CHANGE											
M7 OIL AND FILTER CHANGE											
	1505	CMF		0.30	0.30	690	1220			12.20	12.20
	1	FL*820*SB12	FILTER ASY								
		OIL				278	725	0	7.25	7.25	7.25
	6	5W20	PREM MTR OIL			1140	1350	0	2.25	2.25	13.50
MISC OWNER ADVANTAGE REDEMPTION											
		CCTK				0	-590			-5.90	-5.90

 ** *THANK YOU FOR YOUR BUSINESS! * **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** *ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
[REDACTED]	1220	690		[REDACTED]	725	278	
[REDACTED]	1350	1140		[REDACTED]	-590	0	
[REDACTED]	163	0		[REDACTED]	27	0	
[REDACTED]	2895	*****		[REDACTED]			

COST, SALE, & COMP TOTALS 2108 2705 0

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

DESCRIPTION	TOTALS
LABOR AMOUNT	12.20
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-5.90
TOTAL CHARGES	27.05
LESS INSURANCE	0.00
SALES TAX	1.90
PLEASE PAY THIS AMOUNT	28.95

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

FALCON'S MOONTOWNSHIP



5304 University Boulevard · Moon Township, PA 15108

www.moonford.com

(412) 269-2255

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 15% RE-STOCK CHARGE ON ALL RETURNED PARTS.

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.

DATE ENTERED 11 SEP 09	YOUR ORDER NO.	DATE SHIPPED 11 SEP 09	INVOICE DATE 11 SEP 09	INVOICE NUMBER 137210P
---------------------------	----------------	---------------------------	---------------------------	---------------------------

S
O
L
D

T
O

ACCOUNT NO. 45008

11:15
S
H
I
P
C
o
d
e

PAGE 1 OF 1

**** CASH SALE ****

SHIP VIA			SLSM. 166	B/L NO. ROB HALL	TERMS C.O.D.	F.O.B. POINT MOON TWP., PA	
QUANTITY			PART NO.	DESCRIPTION	LIST	NET	AMOUNT
ORD.	SHIP	S.O.					
1	1	0	4L3Z*13466*AB	BULB	4.71	2.54	2.54
<p>***** DID YOU KNOW WE SELL TIRES?***** MICHELIN*GOODYEAR*GENERALS ** ASK US ABOUT OUR GREAT PRICES ** NOW OPEN SATURDAY - 8AM TO 4PM</p>					<p>SEP 1 2009 BY: CASIK</p>		<p><i>Thank You For Your Business!</i></p>
<p>1-800-528-8662</p>					PARTS 2.54		
<p>CUSTOMER'S SIGNATURE</p>					SUBLET		
<p>X</p>					FREIGHT 0.00		
					SALES TAX 0.18		
					TOTAL \$2.72		

187656

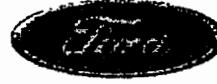
171963

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

PAGE 2



PITTSBURGH, PA

HOME: [REDACTED] BUS [REDACTED]

SERVICE ADVISOR: 1601 GARY DEANGELIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	49321/49321		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 17APR10		78.00	CASH	17APR10
R.O. OPENED	READY	OPTIONS: STK: R675171 DLR: 44B022					
09:05 17APR10	09:56 17APR10	ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

MISC OWNERS ADVANTAGE REDEMPTION CCTK -1.30 -1.30
 CUSTOMER PAY ENVIRONMENT CHG FOR REPAIR ORDER 2.00

 ** *THANK YOU FOR YOUR BUSINESS! * **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** *ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **



DESCRIPTION	TOTALS
LABOR AMOUNT	54.19
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.70
TOTAL CHARGES	75.64
LESS INSURANCE	0.00
SALES TAX	5.30
PLEASE PAY THIS AMOUNT	80.94

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

171966

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

PAGE 1

SERVICE ADVISOR: 1601 GARY DEANGELIS

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	49065/49065		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 17APR10		78.00	CASH	17APR10
R.O. OPENED	READY	OPTIONS: STK: R675171 DLR: 44B022					
12:39 17APR10	13:17 17APR10	ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A STATE INSPECTION

MIS STATE INSPECTION

1213 IMPY 0.60

1 INSPECTION STICKER

(N/C)

(N/C)

B EMISSION INSPECTION

M2E EMISSION INSPECTION

1213 CMF 0.50

37.95

37.95

CUSTOMER PAY ENVIRONMENT CHG FOR REPAIR ORDER

1.50

THANK YOU FOR YOUR BUSINESS! *

BUSINESS HOURS: 8AM - 4PM

CALL FOR SERVICE * BOBBI



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

STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	37.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	1.50
TOTAL CHARGES	39.45
LESS INSURANCE	0.00
SALES TAX	2.77
PLEASE PAY THIS AMOUNT	42.22

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

171963

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

PAGE 1

SERVICE ADVISOR: 1601 GARY DEANGELIS

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	49321/49321		
DEL. DATE	PRGR. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 17APR10		78.00	CASH	17APR10
R.O. OPENED		READY	OPTIONS: STK: R675171 DLR: 44B022				
09:05 17APR10		09:56 17APR10	ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00				
LINE OPCODE		TECH TYPE	HOURS	LIST	NET	TOTAL	

A STATE INSPECTION

M1S STATE INSPECTION

1622 CMF 0.00

0.00 0.00

B EMISSION INSPECTION

M2E EMISSION INSPECTION

1622 CMF 0.00

0.00 0.00

C PERFORM QCM MULTI-POINT INSPECTION

99P PERFORM QCM MULTI-POINT INSPECTION

1622 CMF 0.00

0.00 0.00

GBATT BATTERY COND CHECK, BATTERY OK AT THIS TIME

1622 CMF 0.00

0.00 0.00

GBK CHECK BRAKE LININGS, BRAKES ARE GOOD - 5MM OR 7/32

1622 CMF 0.00

0.00 0.00

GTIRE CHECK TIRE TREAD, TIRES ARE GOOD

1622 CMF 0.00

0.00 0.00

D OIL AND FILTER CHANGE

M7 OIL AND FILTER CHANGE

1622 CMF 0.30

10.20 10.20

1 FL*820*SB12 FILTER ASY - OIL

7.64

7.25 7.25

6 5W20 PREM MTR OIL

2.25

2.25 13.50

E INSTALL MUDFLAP

98 INSTALLED MUDFLAP

1622 CMF 0.10

4.99 4.99

F REPLACE FUEL FILTER**

M15 REPLACE FUEL FILTER

1622 CMF 0.50

39.00 39.00

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

STATEMENT OF DISCLAIMER

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

173340

FALCON'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE



PITTSBURGH, PA
HOME: [REDACTED]

BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 1568 DAVID RUSNAK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	52363/52363	T273	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 12JUN10		78.00	CASH	12JUN10

R.O. OPENED	READY	OPTIONS:	STK:R675171 DLR:44B022
08:24 12JUN10	09:41 12JUN10	ENG:3.0 Liter Duratec	1)FORD ESP 6/100000 100.00
		DED 2)NOTHING ON DOD	3)SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
PERFORM AN OIL CHANGE, INSTALL BG SPRING CLEANING KIT							
M7 OIL AND FILTER CHANGE							
				1622 CMF	0.30	12.20	12.20
				1 FL*820*SB12 FILTER ASY - OIL		7.64	7.25
				6 5W20 PREM MTR OIL		2.25	2.25
				1 BG202802 KIT, SPRING TUNE-UP		29.95	29.95

B							
PERFORM QCM MULTI-POINT INSPECTION							
				1622 CMF	0.00	0.00	0.00
RBATT BATTERY CHECK, BATTERY REQUIRES REPLACEMENT							
				1622 CMF	0.00	0.00	0.00
GBK CHECK BRAKE LININGS - BRAKES ARE GOOD - OVER							
5MM OR 7/32 (DISCS) OVER 2MM OR 3/32 (DRUMS)							
				1622 CMF	0.00	0.00	0.00
GTIRE CHECK TIRE TREAD DEPTH - TIRES ARE GOOD							
				1622 CMF	0.00	0.00	0.00

 ** *THANK YOU FOR YOUR BUSINESS!** **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** * ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **

JUN 11 2010
 BY: MSA 6730

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	12.20
PARTS AMOUNT	50.70
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	62.90
LESS INSURANCE	0.00
SALES TAX	4.40
PLEASE PAY THIS AMOUNT	67.30

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

CUSTOMER SIGNATURE

187656

173340

FALCON'S MOONTOWNSHIP

FORD

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

ACCOUNTING

PAGE 1

SERVICE ADVISOR: 1568 DAVID RUSNAK

[REDACTED]
PITTSBURGH, PA [REDACTED]
HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	52363/52363	T273

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07 APR 08 DD			19:00 12 JUN 10		78.00	CASH	12 JUN 10

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK: R675171 DLR: 44B022
 ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00
 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A PERFORM AN OIL CHANGE, INSTALL BG SPRING CLEANING KIT											
M7 OIL AND FILTER CHANGE											
	1622	CMF		0.30	0.30	405	1220			12.20	12.20
1 FL*820*SB12 FILTER ASY											
						298	725	0	7.64	7.25	7.25
- OIL											
	6	5W20	PREM MTR OIL			1140	1350	0	2.25	2.25	13.50
1 BG202B02 KIT, SPRING											
			TUNE-UP			2295	2995	0	29.95	29.95	29.95
B PERFORM QCM MULTI-POINT INSPECTION											
99P PERFORM QCM MULTI-POINT INSPECTION											
	1622	CMF		0.00	0.00	0	0			0.00	0.00
RBATT BATTERY CHECK, BATTERY REQUIRES REPLACEMENT											
	1622	CMF		0.00	0.00	0	0			0.00	0.00
GBK CHECK BRAKE LININGS - BRAKES ARE GOOD - OVER											
5MM OR 7/32 (DISCS) OVER 2MM OR 3/32 (DRUMS)											
	1622	CMF		0.00	0.00	0	0			0.00	0.00
GTIRE CHECK TIRE TREAD DEPTH - TIRES ARE GOOD -											
7/32 OR GREATER											
	1622	CMF		0.00	0.00	0	0			0.00	0.00

 ** *THANK YOU FOR YOUR BUSINESS! * **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** *ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
[REDACTED]	1220	405		[REDACTED]	725	298	
	1350	1140			2995	2295	
	377	0			63	0	
	6730	*****					

COST, SALE, & COMP TOTALS 4138 6290 0

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

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

(DATE) CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	12.20
PARTS AMOUNT	50.70
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	62.90
LESS INSURANCE	0.00
SALES TAX	4.40
PLEASE PAY THIS AMOUNT	67.30

187656

173643

FALCON'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255



INVOICE

PAGE 1

SERVICE ADVISOR: 1568 DAVID RUSNAK

PITTSBURGH, PA
HOME: [REDACTED]

BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	53270/53270	T481	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUN10		78.00	CASH	24JUN10

R.O. OPENED	READY	OPTIONS:
10:14 24JUN10	11:45 24JUN10	STK:R675171 DLR:44B022 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							

CAUSE: [REDACTED]

FRONT LEFT SIDE UPPER TRANSAXLE, ENGINE MOUNT CRACKED, REPLACED MOUNTS AND TEST

6038AL INSULATOR AND/OR SUPPORT - POWERTRAIN
FRONT - REPLACE (6F084/6P094/6030/6038/6068)
- L
1505 WMF 0.90 (N/C)
1 5F9Z*6F055*BB BRACKET (N/C)

FC: D50 01
PART#: 5F9Z*6F055*BB
COUNT:
CLAIM TYPE: ESP
AUTH CODE:
3186

MISC OWNERS	ESP	DED	CDF	100.00	100.00

** *THANK YOU FOR YOUR BUSINESS!** **
** SATURDAY HOURS 8AM - 4PM **
** 412-269-2255 **
** * ASK US ABOUT TIRES * **
** CALL DAVE, CHRIS, JOHN OR BOBBI **

JUN 23 P.M.
VSA 107.00

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	100.00
TOTAL CHARGES	100.00
LESS INSURANCE	0.00
SALES TAX	7.00
PLEASE PAY THIS AMOUNT	107.00

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

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

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

CUSTOMER SIGNATURE

187656

173694

FALCON'S MOONTOWNSHIP

FORD

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

ACCOUNTING

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 1568 DAVID RUSNAK

PITTSBURGH, PA

HOME:

BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G		53457/53457	T523	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07APR08 DD			19:00 26JUN10		78.00	CASH	26JUN10

R.O. OPENED: READY: OPTIONS: STK: R675171 DLR: 44B022
 ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00
 09:06 26JUN10 10:41 26JUN10 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
------	--------	------	------	-------	-------	------	------	------	------	-----	-------

1						675	700			7.00	7.00
---	--	--	--	--	--	-----	-----	--	--	------	------

 ** *THANK YOU FOR YOUR BUSINESS! * **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** *ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
	700	675			700	*****	

COST, SALE, & COMP TOTALS 675 700 0

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

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.

(DATE) CUSTOMER SIGNATURE

187656

174455

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255



INVOICE

PAGE 1

SERVICE ADVISOR: 1647 KEVIN L MURDOCH

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	55497/55497	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUL10		78.00	CASH	24JUL10

R.O. OPENED	READY	OPTIONS:	STK:R675171 DLR:44B022
08:14 24JUL10	09:26 24JUL10	ENG:3.0 Liter Duratec	1)FORD ESP 6/100000 100.00
		DED 2)NOTHING ON DOD	3)SOLD 4/7/08 CERTIFIED

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

A CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES							
PMP CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES							
	1564	CMF	0.70			21.45	21.45
	1	FL*820*SB12	FILTER ASY - OIL		7.64	7.25	7.25
	6	5W20	PREM MTR OIL		2.25	2.25	13.50

B PERFORM QCM MULTI-POINT INSPECTION							
99P PERFORM QCM MULTI-POINT INSPECTION							
	1564	CMF	0.00			0.00	0.00
GBATT BATTERY COND CHECK, BATTERY OK AT THIS TIME							
	1564	CMF	0.00			0.00	0.00
GBK CHECK BRAKE LININGS - BRAKES ARE GOOD OVER 5MM OR 7/32 (DISCS) OVER 2MM OR 3/32 (DRUMS)							
	1564	CMF	0.00			0.00	0.00
GTIRE CHECK TIRE TREAD DEPTH - TIRES ARE GOOD - 7/32 OR GREATER							
	1564	CMF	0.00			0.00	0.00

C CONFIRMED STATES VEHICLE LICENSE TO PARK DRIVE							
A REVERSE							
	07	PROGRAMMED	PCM			0.00	0.00
	1564	CMF	0.00			0.00	0.00

MISC OWNERS ADVANTAGE REDEMPTION							
CCTK						-3.68	-3.68
CUSTOMER PAY ENVIRONMENT CHG FOR REPAIR ORDER							1.50

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

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

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

CUSTOMER SIGNATURE

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

187656

174455

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255



INVOICE

PAGE 2

SERVICE ADVISOR: 1647 KEVIN L MURDOCH

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	55497/55497		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUL10		78.00	CASH	24JUL10

R.O. OPENED	READY	OPTIONS:	STK:R675171 DLR:44B022
08:14 24JUL10	09:26 24JUL10	ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00	
LINE OPCODE TECH TYPE HOURS		DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED	
		LIST	NET TOTAL

 ** *THANK YOU FOR YOUR BUSINESS!* **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** * ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **

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	21.45
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-2.18
TOTAL CHARGES	40.02
LESS INSURANCE	0.00
SALES TAX	2.81
PLEASE PAY THIS AMOUNT	42.83

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

187656

174455

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE



PAGE 2

SERVICE ADVISOR: 1647 KEVIN L MURDOCH

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	55497/55497		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUL10		78.00	CASH	24JUL10
R.O. OPENED	READY	OPTIONS:					
08:14 24JUL10	09:26 24JUL10	STK:R675171 DLR:44B022 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

 ** *THANK YOU FOR YOUR BUSINESS!* **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** * ASK US ABOUT TIRES * **
 ** CALL DAVE,CHRIS,JOHN OR BOBBI **

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	21.45
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-2.18
TOTAL CHARGES	40.02
LESS INSURANCE	0.00
SALES TAX	2.81
PLEASE PAY THIS AMOUNT	42.83

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

CUSTOMER SIGNATURE

187656

174455

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE



PAGE 1

SERVICE ADVISOR: 1647 KEVIN L MURDOCH

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	55497/55497		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUL10		78.00	CASH	24JUL10

R.O. OPENED: 08:14 24JUL10 READY: 09:26 24JUL10 OPTIONS: STK:R675171 DLR:44B022
 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00
 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED

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

A CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES
 PMP CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES

1564	CMF	0.70			21.45	21.45
1	FL*820*SB12 FILTER ASY - OIL				7.64	7.25
6	5W20 PREM MTR OIL				2.25	2.25
						13.50

B PERFORM QCM MULTI-POINT INSPECTION
 99P PERFORM QCM MULTI-POINT INSPECTION

1564	CMF	0.00			0.00	0.00
GBATT	BATTERY COND CHECK, BATTERY OK AT THIS TIME				0.00	0.00
1564	CMF	0.00			0.00	0.00
GBK	CHECK BRAKE LININGS - BRAKES ARE GOOD - OVER 5MM OR 7/32 (DISCS) OVER 2MM OR 3/32 (DRUMS)				0.00	0.00
1564	CMF	0.00			0.00	0.00
GTIRE	CHECK TIRE TREAD DEPTH - TIRES ARE GOOD - 7/32 OR GREATER				0.00	0.00
1564	CMF	0.00			0.00	0.00

C CUSTOMER STATES VEHICLE LURCHES FORWARD WHEN SHIFTING TO PARK-DRIVE AND REVERSE
 07 REPROGRAMMED PCM

1564	CMF	0.00			0.00	0.00
------	-----	------	--	--	------	------

MISC OWNERS ADVANTAGE REDEMPTION
 CCTK -3.68 -3.68
 CUSTOMER PAY ENVIRONMENT CHG FOR REPAIR ORDER 1.50

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

187656

174455

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

PAGE 1

SERVICE ADVISOR: 1647 KEVIN L MURDOCH

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	55497/55497		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUL10		78.00	CASH	24JUL10
R.O. OPENED	READY	OPTIONS: STK: R675171 DLR: 44B022					
08:14 24JUL10	09:26 24JUL10	ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES

PMP CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES

1564	CMF	0.70				21.45	21.45
1	FL*820*SB12	FILTER ASY - OIL			7.64	7.25	7.25
6	5W20	PREM MTR OIL			2.25	2.25	13.50

B PERFORM QCM MULTI-POINT INSPECTION

99P PERFORM QCM MULTI-POINT INSPECTION

1564	CMF	0.00				0.00	0.00
------	-----	------	--	--	--	------	------

GBATT BATTERY COND CHECK BATTERY VOLTAGE

1564	CMF	0.00				0.00	0.00
------	-----	------	--	--	--	------	------

GBK CHECK BRAKE/LEADING SHOCKS AND SPRINGS

5MM OR 7/32						0.00	0.00
-------------	--	--	--	--	--	------	------

1564	CMF	0.00				0.00	0.00
------	-----	------	--	--	--	------	------

GTIRE CHECK TIRE TREAD DEPTH TIRES ARE GOOD

7/32 OR GREATER						0.00	0.00
-----------------	--	--	--	--	--	------	------

1564	CMF	0.00				0.00	0.00
------	-----	------	--	--	--	------	------

C CUSTOMER STATES VEHICLE LURCHES FORWARD WHEN SHIFTING TO PARK-DRIVE AND REVERSE

07 REPROGRAMMED PCM

1564	CMF	0.00				0.00	0.00
------	-----	------	--	--	--	------	------

MISC OWNERS ADVANTAGE REDEMPTION

CCTK

						-3.68	-3.68
--	--	--	--	--	--	-------	-------

CUSTOMER PAY ENVIRONMENT CHG FOR REPAIR ORDER

							1.50
--	--	--	--	--	--	--	------

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

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 merchandise. 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.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

174455

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

PAGE 2

PITTSBURGH, PA
HOME: [REDACTED]

BUS: [REDACTED]

SERVICE ADVISOR: 1647 KEVIN L. MURDOCH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OBT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	55497/55497		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 24JUL10		78.00	CASH	24JUL10
E.G. OPENED		READY		OPTIONS:			
08:14 24JUL10		09:26 24JUL10		STK: R675171 DLR: 44B022 ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED			
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

 ** *THANK YOU FOR YOUR BUSINESS! * **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** * ASK US ABOUT TIRES * **
 ** CALL DAVE, CHRIS, JOHN OR BOBBI **



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	21.45
(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	PARTS AMOUNT	20.75
	(DATE) CUSTOMER SIGNATURE	GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC CHARGES	-2.18
		TOTAL CHARGES	40.02
		LESS INSURANCE	0.00
		SALES TAX	2.81
		PLEASE PAY THIS AMOUNT	42.83

187656

176107

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE



PITTSBURGH, PA
HOME: [REDACTED] BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 1312 BRIAN C KERRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G	[REDACTED]	-58438/58438	T047	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			WAIT 02OCT10		81.00	CASH	02OCT10

R.O. OPENED	READY	OPTIONS:
09:11 02OCT10	10:49 02OCT10	STK:R675171 DLR:44B022 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED

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

A	OIL AND FILTER CHANGE						
	M7 OIL AND FILTER CHANGE						
	1573 CMF 0.30					10.20	10.20
	1 FL*820*SB12 FILTER ASY - OIL				7.54	7.25	7.25
	6 5W20 PREM MTR OIL				2.25	2.25	13.50

B	CUSTOMER SERVICE ONLY - [REDACTED]						
	98 U [REDACTED]						
	1573 CMF 0.00					0.00	0.00

C	PERFORM QCM MULTI-POINT INSPECTION						
	99P PERFORM QCM MULTI-POINT INSPECTION						
	1573 CMF 0.00					0.00	0.00



PAID
OCT 02 2010
BY: VISA

DESCRIPTION	TOTALS
LABOR AMOUNT	10.20
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	30.95
LESS INSURANCE	0.00
SALES TAX	2.17
PLEASE PAY THIS AMOUNT	33.12

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.

SIGNATURE: _____ (DATE) _____ CUSTOMER SIGNATURE _____

CUSTOMER COPY

187656

177349

FALCONI'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255



INVOICE

PAGE 1

SERVICE ADVISOR: 1668 BANOVIC ZLATAN

PITTSBURGH, PA
HOME: [REDACTED]

BUS: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAFP251X6G [REDACTED]	[REDACTED]	61848/61848	T877B	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 22NOV10		90.00	CASH	23NOV10

R.O. OPENED	READY	OPTIONS:
08:59 22NOV10	14:01 23NOV10	STK:R675171 DLR:44B022 ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00 DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
06			SE				
			1674 CMF	0.50		45.00	45.00
			1 BG208068 MINOR FUEL KIT		33.45	33.45	33.45

			PERFORM QCM MULTI-POINT INSPECTION			0.00	0.00
			99P PERFORM QCM MULTI-POINT INSPECTION			0.00	0.00
			1674 CMF	0.00		0.00	0.00

 ** THANK YOU FOR YOUR BUSINESS! **
 ** SATURDAY HOURS 8AM - 4PM **
 ** 412-269-2255 **
 ** ASK US ABOUT TIRES * **
 ** CHRIS *****



BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE STATED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO CUSTOMER. 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 DEFECT, NEGLIGENCE, OR MISUSE. RECORDS SUPPORTING THIS WARRANTY ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT. FOR INFORMATION 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	45.00
PARTS AMOUNT	33.45
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	78.45
LESS INSURANCE	0.00
SALES TAX	5.24
PLEASE PAY THIS AMOUNT	83.94

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

187656

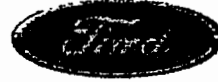
177349

FALCON'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE

PAGE 1



PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

SERVICE ADVISOR: 1668 BANOVIC ZLATAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	61848/61848	T877B	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 22NOV10		90.00	CASH	23NOV10

R.O. OPENED	READY	OPTIONS:	STK:	DLR:
08:59 22NOV10	14:01 23NOV10	ENG: 3.0 Liter Duratec 1) FORD ESP 6/100000 100.00 DED 2) NOTHING ON DOD 3) SOLD 4/7/08 CERTIFIED	R675171	44 B022

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUST STATES CAR FEELS JERKY WHILE CHANGING FROM DRIVE/REVERSE-CHECK AND ADVISE						

06	INSTALL MINOR BG						
	1674	CMF	0.50			45.00	45.00
1	BG208068 MINOR FUEL KIT					33.45	33.45

B	PERFORM QCM MULTI-POINT INSPECTION						
	99P PERFORM QCM MULTI-POINT INSPECTION						
	1674	CMF	0.00			0.00	0.00

 THANK YOU FOR YOUR BUSINESS! * **
 MONDAY - THURSDAY 8AM - 4PM **
 FRIDAY 8AM - 4PM **
 SATURDAY 8AM - 4PM **
 SUNDAY 10AM - 4PM **

DESCRIPTION	TOTALS
LABOR AMOUNT	45.00
PARTS AMOUNT	33.45
GAS, OIL, LUBR	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	78.45
LESS INSURANCE	0.00
SALES TAX	5.49
PLEASE PAY THIS AMOUNT	83.94

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

187656

177611

FALCON'S MOONTOWNSHIP

5304 University Boulevard
Moon Township, PA 15108
www.moonford.com
(412) 269-2255

INVOICE



PAGE 1

PITTSBURGH, PA

HOME: [REDACTED] BUS: [REDACTED]

SERVICE ADVISOR: 1668 BANOVIC ZLATAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	06	FORD FIVEHUNDRED	1FAPP251X6G [REDACTED]	[REDACTED]	63044/63044	T197	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07APR08 DD			19:00 04DEC10		90.00	CASH	04DEC10
R.O. OPENED		READY		OPTIONS: STK:R675171 DLR:44B022			
				ENG:3.0 Liter Duratec 1)FORD ESP 6/100000 100.00			
08:19 04DEC10		10:17 04DEC10		DED 2)NOTHING ON DOD 3)SOLD 4/7/08 CERTIFIED			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES							
PMP CHANGE ENGINE OIL AND FILTER, ROTATE TIRES, CHECK AND TOP OFF ALL FLUIDS. CHECK BRAKES							
				1573 CMF 0.70		21.45	21.45
				1 FL*820*SB12 FILTER ASY - OIL	7.64	7.25	7.25
				6 5W20 PREM MTR OIL	2.25	2.25	13.50

B CHECK ENGINE LIGHT IS ON							
				10 THE CEL IS RESET NO LIGHT ON THIS TIME			
				1573 CMF 0.00		0.00	0.00



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

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

DESCRIPTION	TOTALS
LABOR AMOUNT	21.45
PARTS AMOUNT	20.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	42.20
LESS INSURANCE	0.00
SALES TAX	2.96
PLEASE PAY THIS AMOUNT	45.16

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

CUSTOMER SIGNATURE

All Action Details for Issue

[Print](#)

VIN: 1FAPP251X6G [REDACTED] Year: 2006 Model: FIVE HUNDRED Case: 110082398
 Name: [REDACTED] Owner Status: Subsequent WSD: 2006-05-26
 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: 58500 MI Comm Type: PHONE
 Analyst Name: BURSON, DENISE Analyst: DBURSON
 Action Date: 10/04/2010 Action Time: 09.49.59.069 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.)

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 61000 MI Comm Type: PHONE
 Analyst Name: DOREEN (CDOREEN),CHEESEMAN Analyst: CDOREEN
 Action Date: 12/02/2010 Action Time: 10.47.08.699 Action Data: No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

[REDACTED] 1/25/2011

All Action Details for Issue

[Print](#)

VIN: 1FAFP251X6G [REDACTED] Year: 2006 Model: FIVE HUNDRED Case: 110082398
 Name: [REDACTED] Owner Status: Subsequent WSD: 2006-05-26
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
 Reason Desc: CLP - OUT - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED
 Initial Customer Contact: 11/24/2010

Action: SERVICE REPAIR - CUSTOMER PERCEIVES MULTIPLE REPAIR
 Dealer: 07495 MOON TOWNSHIP FORD Origin Desc: US CONCERN CASE BASE
 Odometer: 61000 MI Comm Type: PHONE
 Analyst Name: LYCZKOWSKI, JASON Analyst: JLYCZKOW
 Action Date: 11/22/2010 Action Time: 16.04.19.062 Action Data: No

Comments CUSTOMER SAID: -SEE HISTORICALS-HAD MULTIPLE REPAIRS DONE FOR SAME CONCERN-VEH IS AT THE DLR NOW-NONE OF THE CONCERNS HAVE WORKED-DLR RECOMMENED DIFFERENT THINGS-DOESNT FEEL THE DLRS DIAGNOSIS WILL WORK-DIDNT AUTHRORIZE REPAIR AT DLR BUT DOESNT SEE WHY HE SHOULD BRING IT TO ANOTHER DLRDEALER SAID: MOON TOWNSHIP FORD 5304 UNIVERSITY BLVDMOON TOWNSHIP, PA 15108 TEL: [REDACTED] CRC ADVISED: I AM DOCUMENTING YOUR CONCERN AND SENDING YOUR INFORMATION TO YOUR DEALERSHIP. YOUR SERVICE MANAGER IS IN THE BEST POSITION TO ASSESS YOUR SITUATION. PLEASE SPEAK WITH THE SERVICE MANAGER IF THEY DO NOT CONTACT YOU WITHIN THE NEXT 4 BUSINESS DAYS.-----OBC TO DLR-SPOKE TO CAROLYNN S/A-IN JUNE, JULY HAD REPAIR DONE -WASNT ABLE TO DUPLICATE CONCERN IN OCT-NOW THE DIAGNOSIS IS THAT THERE IS NO CODES -RECOMMENED TRANS FLUSH-WORKING WITH LEAD TECHNICIAN WHO WAS WORKING WITH S/M MR SZUMINSKY -AS PER S/A MAY NEED TO RELEARN THE PROGRAMMING OF PCM

Action: CONCERN ADDRESSED
 Dealer: 07495 MOON TOWNSHIP FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 61000 MI Comm Type: OTHER
 Analyst Name: LEGAULT, JOLYNN Analyst: JLEGAUL2
 Action Date: 11/24/2010 Action Time: 14.44.31.893 Action Data: Yes

Comments SEE CASE HISTORY; CUSTOMER IS TAKING VEHICLE TO ANOTHER DEALER FOR A SECOND OPINION

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	NS
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

Ford Confidential

1/25/2011

All Action Details for Issue

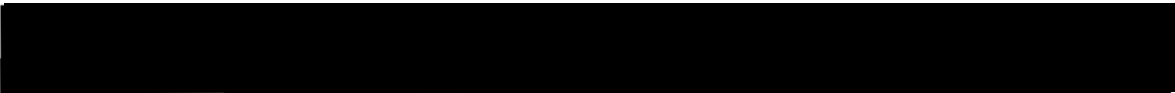
[Print](#)

VIN: 1FAFP251X6G [REDACTED] Year: 2006 Model: FIVE HUNDRED Case: 110082398
 Name: [REDACTED] Owner Status: Subsequent WSD: 2006-05-26
 Symptom Desc: BUCK/JERK CRUISE 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: 61000 MI Comm Type: PHONE
 Analyst Name: CONTE AARON Analyst: ACONTE2
 Action Date: 11/22/2010 Action Time: 15.19.14.431 Action Data: No

Comments CUSTOMER SAID: -CHECK ENGINE INDICATOR ON AND OFF-BUCK/JERKS AT PARK, DRIVE, REVERSE-
 BEEN GOING ON FOR 6 MTHS-VEH HAS BEEN SEEN BY -SEVERAL FORD DLRSHPS-HAS NOT BEEN FULLY
 DIAGNOSED-HAS PAID \$250 FOR REPAIRS-DOESN'T WANT TO TAKE TO ANOTHER DLRDEALER SAID: MOON
 TOWNSHIP FORD 5304 UNIVERSITY BLVD MOON TOWNSHIP, PA 15108 TEL:(412) 269-2255CRC ADVISED: PLEASE
 ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY
 ADDRESSED.-ADV HIM TO KEEP VEH AT DLR TO HAVE IT FULLY DIAGNOSED

Ford Confidential



1/25/2011

All Action Details for Issue

[Print](#)

VIN: 1FAPP251X6G [REDACTED] Year: 2006 Model: FIVE HUNDRED Case: 110082398
Name: [REDACTED] Owner Status: Subsequent WSD: 2006-05-26
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: 07495 MOON TOWNSHIP FORD
Odometer: 58500 MI Comm Type: PHONE
Analyst Name: RUIZ, ALEX Analyst: ARUIZ66
Action Date: 11/19/2010 Action Time: 11.06.51.950 Action Data: No

Comments CUSTOMER SAID: =SYMPTOMS ARE: CHECK ENGINE LIGHT COMES ON=CUST STATES THE VEH WAS GOING TO BE BROUGHT TO DAY FORD BUT WILL TAKE IT TO MOON TOWNSHIP=CUST STILL HASN'T BROUGHT THE VEH TO THE DLRDEALER SAID: MOON TOWNSHIP FORD 5304 UNIVERSITY BLVDMOON TOWNSHIP, PA 15108 TEL:(412) 269-2255CRC 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)=DIDN'T ADVISE ABOVE=MADE APPT FOR CUST WITH DLR=ADVISED CUST THE VEH MUST BE DIAG

Ford Confidential

[REDACTED] 1/25/2011

All Action Details for Issue

[Print](#)

VIN: 1FAFP251X6G [REDACTED] Year: 2006 Model: FIVE HUNDRED Case: 110082398
 Name: [REDACTED] Owner Status: Subsequent WSD: 2006-05-26
 Symptom Desc: SURGE ACCELERATION Primary Phone: [REDACTED]
 Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
 Dealer: 07410 DAY FORD Origin Desc: US CONCERN CASE BASE
 Odometer: 58500 MI Comm Type: PHONE
 Analyst Name: BURSON, DENISE Analyst: DBURSON
 Action Date: 10/04/2010 Action Time: 10.06.52.406 Action Data: No

Comments CUSTOMER SAID: **SYMPTOMS**-LOW SPEEDS, LUNGES-HAPPENS IN FORWARD AND REVERSE-HAS BEEN HAPPENING SINCE APRIL-TOOK VEH TO DLR 4 TIMES-ENGINE MOUNT REPLACED, FUEL FILTER REPLACED, BATTERY, REPROGRAMMED TRANSMISSION-STILL HAS PROBLEM-HAS NOT TAKEN BACK TO DLR MOST RECENT OCCURRENCE**REASON FOR CALL**-SEEKING REPAIR-WANTS 2ND OPINION FROM ANOTHER DLRDEALER SAID: DAY FORD FORD CODE: 44D0043696 WM PENN HWYMONROEVILLE, PA 15146TEL:(412) 856-0600CRC 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 ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.

Ford Confidential

[REDACTED] 1/25/2011

Server: **AWS Prod**
 Claims loaded through: **24-JAN-2011**

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: IFAFP251X6G [REDACTED]	Veh Line: C/PG - FIVE HUNDRED/MONTEGO/TAURUS/SA [05-09]	Body Shell: *
Model Year: 2006	Market Derived: F - FORD	Navis Eng Serial No: 020306000541
Veh Type: C	Drive Code: C/A - 2 WHL L/H FRONT DRIVE	Engine: C/LD - MOD 3.0L DOHC EFI NA V6 G*NAAO
Inv. Dealer: *	Body Cab Style: - 4 DOOR SEDAN-6 LITE	Transmission: C/VX - 6 SPD AUTO TRANS AISIN F21
Vehicle Status Code: 800	Version/Series: * - [N/A]	

Trace Eng Serial No:

-----1-----2-----3-----4-----5-----6-----7-----8

E1221 020306000541 6G 352 BB

Trace Trans Serial No:

A5538 110106004430 6G13 7000 CD

BUILD INFORMATION:

Region: NA	Plant: AD - CHICAGO PLANT BUILD
Country: USA	Prod Date: 22-MAR-2006

SALE INFORMATION:

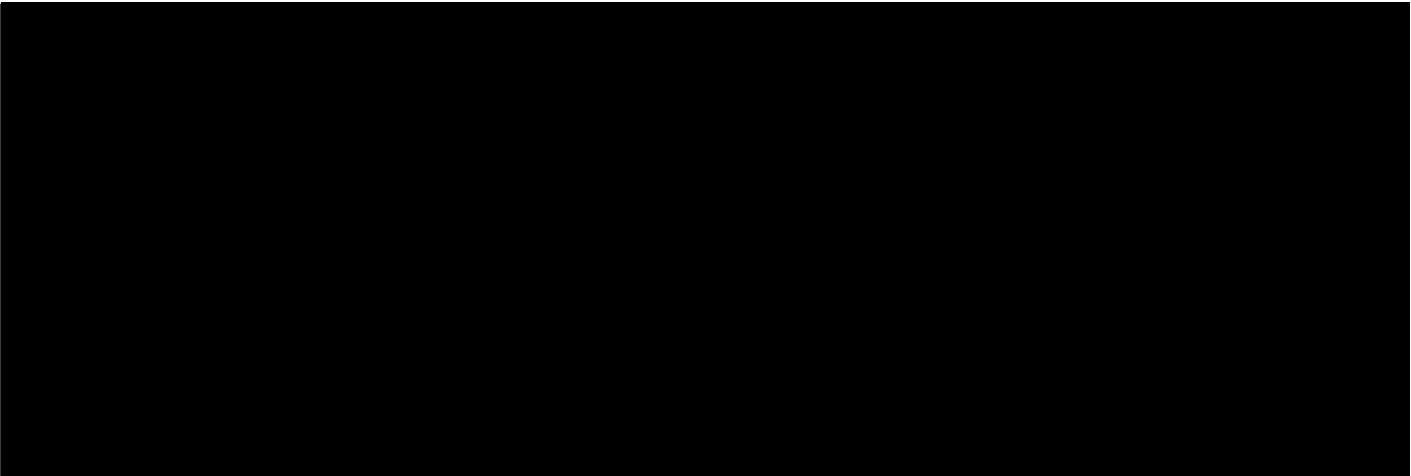
Region: NA	Selling Dealer [code]: MOON TOWNSHIP FORD [144022 - *]
Country: USA	Selling Dir St/Prov: PA
	Buyer St/Prov: *

Arrival Date: 24-MAR-2006 **Red Carpet Lease:** 1
Sale Date: 26-MAY-2006 **Fleet/Retail/Co. Lease:** R
Warranty Start Date: 26-MAY-2006 **Modified Vehicle:** * **Vehicle Count Flag:** Y
Orig Warranty Date: 26-MAY-2006 **Reacquired Vehicle:** * **Vehicle Export Flag:** N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0

P256G175171 5B D2 09B8107 SK E 52A1 ABCBFD S5 46C E EDM 44E202R 0 UA HWB6 11



July 16, 2008

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

Mr. Darryl Hazel
President, Ford Customer service Division
Ford Motor Company
P.O. Box 930
Ann Arbor, MI 48106-0930

AUG 01 2008

OFFICE OF THE
GENERAL COUNSEL

Dear Mr. Hazel:

I had my '06 Ford 500 serviced following the repair of my vehicle from an accident. The service performed was excellent and the Velde Ford personnel very accommodating.

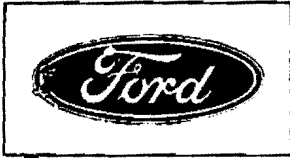
However, the accident I experienced was what I believe and what my "mechanically-minded friends believe, was due to an "acceleration surge." When I pulled into a parking slot, the car did not stop, but made a noise like an "reverd up motor, did not stop, and ran over a concrete parking bumper and into a swale.

I have contacted Ford via e-mail and by phone requesting information regarding any technical service bulletins (TSB) being issued for surging on the '06 Five Hundred Series and was advised that there were no TSBs issued for this vehicle. However, I am also aware of the fact that manufacturers need to receive "x" number of complaints before a TSB is issued. Is this true for the Ford products?

I have been driving for over fifty years and have never experienced an accident. Needless to say I was not a "happy driver" when I received a ticket for "careless driving." My husband was a Ford owner since 1952 and was employed by Ford in Mahwah, NJ for over 25 years. Through the years, we have obtained pin numbers for Ford vehicle purchases for family members as well as friends. After this experience, my faith in Ford products has been severely shattered.

Sincerely,

[REDACTED]
Vero Beach, FL [REDACTED]
[REDACTED]



Service Experience Survey

CUSTOMER
Viewpoint

PO Box 930
Ann Arbor, Michigan 48106-0930

PLEASE This survey should be completed by the person most familiar with the June 18, 2008 servicing of your 2006 Ford Five Hundred.

▶ Do you still have your 2006 Ford Five Hundred?

- Yes → If YES, please check this box and continue
- No → If NO, please check this box and return the uncompleted survey so that we may update our records

Your Service Experience

1 How satisfied are you with your overall service experience on June 18, 2008 at Velde Ford Inc?

	Completely Satisfied	Very Satisfied	Fairly Well Satisfied	Somewhat Dissatisfied	Very Dissatisfied
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

How would you rate Velde Ford Inc in terms of . . .

2 Bringing your 2006 Ford Five Hundred in for Service

	Excellent	Very Good	Good	Fair	Poor
a. Having your vehicle serviced on a day and time convenient for you	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Starting your service write-up within a reasonable amount of time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Making you aware of alternative transportation options (shuttle, rental car, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. The overall process of getting your vehicle in for service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Same Day	1 Day	2 Days	3-7 Days	More Than 7 Days
e. Within how many days of your desired service date were you given a service appointment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3 Your Service Advisor

	Excellent	Very Good	Good	Fair	Poor
a. Treating you with courtesy and respect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Understanding of your service needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Advising you of additional service that could be done during this visit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Keeping you informed about the status of your service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Answering your questions or resolving your concerns in a timely manner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Your Service Advisor's overall handling of your service visit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4 Quality of Service

	Yes	No			
a. Was your vehicle fixed right the first time?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Excellent	Very Good	Good	Fair	Poor
b. Having your vehicle ready when promised	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Length of time to complete your service work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Comfortable waiting area with things to do while waiting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. The overall quality of service performed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5 Picking Up Your Vehicle

	Excellent	Very Good	Good	Fair	Poor
a. Review of service completed and any charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Advising you of any future vehicle maintenance needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Amount of time it took to get your vehicle after service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Keeping your vehicle clean during service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. The overall process of picking up your vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No			
f. Did Velde Ford Inc review a Multi-Point Inspection Report Card with you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

Your Service Experience *(continued)*

6 After Service Follow-up and Concern Handling

- | | | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| | Yes | No | | | |
| a. Did your dealership follow up with you to ensure your satisfaction? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | |
| b. Did you have any concerns about your service experience? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | - If NO, please skip to Question 7. | | |
| c. Did you let your dealership know about your concern(s)? | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| d. Has your concern(s) been resolved to your satisfaction? | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | Excellent | Very Good | Good | Fair | Poor |
| e. How would you rate Velde Ford Inc in terms of the overall handling of your concern(s)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Recommendations

7 Based on your experience at Velde Ford Inc, would you ...

- | | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Definitely Would | Probably Would | Maybe Would, Maybe Not | Probably Would Not | Definitely Would Not |
| a. Recommend this dealership for vehicle service? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Recommend this dealership as a place to purchase or lease a new vehicle? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Return to this dealership for service that you pay for? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Your Vehicle

- | | | | | | |
|--|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Completely Satisfied | Very Satisfied | Fairly Well Satisfied | Somewhat Dissatisfied | Very Dissatisfied |
| 8 How satisfied are you with the overall quality of your 2006 Ford Five Hundred? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Definitely Would | Probably Would | Maybe Would, Maybe Not | Probably Would Not | Definitely Would Not |
| 9 Would you recommend a Ford Motor Company product—Ford, Mercury, or Lincoln? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Tell Us About Yourself

- 10 Your gender: Female Male
- 11 Your age: Under 25 25-34 35-44 45-54 55-64 65-74 75 or over
- 12 Your ethnic background: *(Mark all that apply.)*
- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Hispanic/Latino | <input type="checkbox"/> Native American | <input type="checkbox"/> Prefer not to answer |
| <input type="checkbox"/> Black/African American | <input checked="" type="checkbox"/> White/Caucasian | <input type="checkbox"/> Other | |
- 13 Are you the person indicated on the front of the cover letter? Yes No

Comments About Your Service Experience *(Please print.)*

Please refer to letter addressed to Darryl Hazel, President, Ford Customer Service Division

VIN# 1FAHP25116G

Help us update our records!

Milton Pattenroth
1405 82nd Ave Lot 178
Vero Beach, FL 32966-1269

Please print changes.

Name _____
(Title: Mr./Ms./Mrs.) (First/Middle/Last)

Address _____

City _____ State _____ ZIP _____

Phone _____

E-mail _____

▶ Please return in the postage-paid envelope provided. Do not return this survey to your dealership.

- ▶ Please mark here if you do not want your name and written comments shared with your dealer.

Thank you!

021062

030944

0696990522

010380



GEICO

Fax # (202) 354-4691

ATTN: # 0318459440101017



Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

August 24, 2010

SEP 2 2010

[Redacted]

CORDOVA, TN [Redacted]

RE: 2007 FIVE HUNDRED

VIN: 1FAHP24127G [Redacted]

Dear [Redacted]:

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a fair and timely manner.

If you have turned any portion of this matter over to your insurance company, and should you or your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you intend to pursue a claim directly, we request that you provide us with all the following information by completing and returning this form:

To begin our evaluation, we will need the following documents

- A copy of the police/fire report.
- A copy of the title and vehicle registration. 9-1-10
- A separate sheet of paper providing a complete description of the incident.
- Medical records for each person alleged injured from all treating physicians/facilities.
- Medical bills for each person alleged injured from all treating physicians/facilities.
- Original photographs or laser copies of the vehicle's collision/fire damage from several different angles.
- Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas.
- A copy of your expert's report and the expert's original photographs.
- Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- Complete service history for vehicle including maintenance items.
 - A statement from insurance company indicating there are no pending claims and the reason for the denial.
- Attach a copy of your expert's report and the expert's original photographs

For each person alleged injured provide the following: (If there are additional names Continue on back.)

Full Legal Name:

[Redacted]

Full Legal Name:

[Redacted]

Address: [redacted] Address: _____

Spouse's Name: N/A Spouse's Name: N/A

DOB: [redacted] DOB: [redacted]

Soc Security#: [redacted] Soc Security# [redacted]

Gender: Female Gender: Male

Occupation: Student Occupation: Student

Injury: Right knee swelling Injury: Bruising of left arm

Health insurance Provider: Blue care Health Insurance Provider: Blue care

Is the injured party receiving Medicare benefits NO
If so, state the name of the person(s) N/A

Is the injured party receiving Worker Compensation benefits NO
If so, state the name of the person(s) N/A

Has the injured party received more than 24 months of social security disability benefits prior to the incident yes
If yes, state the name of the person(s) [redacted]

Due to Medicare reporting requirements, we cannot evaluate your claim until you provide the above requested information. If it is determined that you are a Medicare beneficiary, please be aware that pursuant to the Medicare Secondary Payer Act (MSP) Medicare has a statutory right to recover any conditional payments it has made with respect to your injury. Further, should a settlement be reached in this claim, Ford will not enter into any settlement agreement until Ford has been assured that Medicare's interests are protected.

1. What are you seeking from Ford Motor Company in this matter?
Compensation for car rental, mental anguish for all parties, reimbursement, for down payment
2. What is the alleged defect: Vehicle surging (accelerating) on its own.
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. What was the city, state and date of occurrence: Memphis, TN 8-11-10
5. What was the mileage at time of occurrence: 89,286
6. List all after market additions or modifications that were made to the vehicle:
None
7. Was the engine running? (circle one) Yes or No
8. Were the keys in the ignition? (circle one) Yes or No
9. Was this vehicle purchased new or used: used
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: 12-30-09, 74,218 (mileage), City Auto Sales, LLC 4932 Elmcore Rd Memphis, TN 38128

11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information). Need Prior authorization
5400 GetwellRD Memphis, TN 38118
12. Has an insurance company been advised of this incident? Yes No
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number. GEICO PO Box 13528 Macon, GA 31208
800-691-1312, Keith Bay (adjuster) ^{Claim #} 0318459440101017
14. Please provide the names and contact information of any witnesses to the incident?

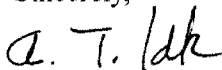
Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern can not be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

Once we are in receipt of all the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,



Alma Taylor
Legal Analyst – OGC Product Claims

Accident Statement

On August 11, 2010 I [REDACTED] along with my 8yrs old daughter and my 18 yrs old son were involved in an accident in my 2007 Ford 500. At approximately 7:50 am while attempting to turn around to re-enter the security gates of my apartments (Houston Levee), the vehicle began to accelerate in speed without me touching the gas pedal. When I attempted to slow the vehicle down by pressing the brakes, the vehicle didn't slow down or stop and proceeded to jump the curb and at that time ran into the gate/wall of the apartment entrance. On impact the airbag on the driver's side deployed partially. I had been having problems with this vehicle surging on its own since April 2010. I've had several oil changes done and had them to check the spark plugs to see if that was the issue and showed up nothing. I then attempted to take it into Christian Brothers Automotive to have them to check it out and give me a solution to the problem, which at the time we couldn't get the vehicle to duplicate what I was experiencing. When I purchased the vehicle I got he extended warranty on it, but automotive shops don't like to take the time to go under vehicles or perform tasks that may be a costly out of pocket expense to the owner and may not be covered by the warranty if it doesn't prohibit the vehicle from working.



DATE
INVOICE NO.
 TRANSACTION NO.
 EMPLOYEES

CUSTOMER INFORMATION	VEHICLE INFORMATION		
	YEAR	LICENSE PLATE	
	MAKE	ALTERNATE ID	
	MODEL	MILEAGE	
	ENGINE		
FLEETS	SERVICE HISTORY		
	DATE	MILEAGE	SERVICES
SERVICE CHECKLIST	DESCRIPTION	QTY	PRICE
SERVICE COMMENTS			
MESSAGES			

AUTHORIZED & RECEIVED BY

CUSTOMER

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.



Established
1982

CHRISTIAN BROTHERS AUTOMOTIVE

2859 N HOUSTON LEVEE RD
MEMPHIS, TN 38016

901-221-0052 FAX 901-221-0058

Estimate #0018127

Date : 8/11/10

Page : 1

Center :

Customer : [REDACTED] Address : [REDACTED] City : MEMPHIS, TN [REDACTED] Phone 1 : [REDACTED] Ext : Phone 2 : (901) - [REDACTED] Ext :	Vehicle : 2007 FORD FIVE HUNDRED License : 494XGZ Prod : VIN : 1FAHP24127G [REDACTED] Engine : V6-182 3.0L DOHC Trans : AUTO Mileage : Unit :
---	---

Op	Tech	Description	Part Description	Reason for Replacement	Labor	Parts	Subtotal
Quan	Part Number					Price	
TF 00		TECHNICIAN COMMENTS: CUSTOMER IS HAVING PROBLEM SITH CAR SURGING. UNABLE TO DUPLICATE AT THIS TIME. NO CHARGE.					0.00

I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and your employees permission to operate the above vehicle for purposes of testing, inspecting, and delivery at my risk. It is understood that this company assumes no responsibility for loss of damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing. I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the vehicle subject to this repair contract. Payment is due upon receipt of the motor vehicle or ten (10) days of completion of the repair.

X _____

Labor :	\$0.00
Parts :	\$0.00
Sublet :	\$0.00
Other Fees :	\$0.00
Supplies :	\$0.00
Subtotal :	\$0.00
Sales Tax :	\$0.00
Total :	\$0.00
Estimate Only	

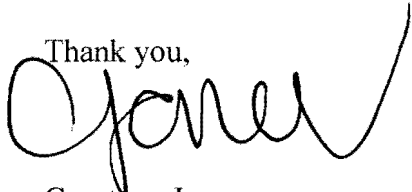
[REDACTED]
Cordova, TN
[REDACTED]

September 2, 2010

To Whom It May Concern:

On August 11, 2010 a white 2007 Ford Five Hundred hit our entrance gate. We have obtained a proposal from our vendor, Automatic Gates, and it is attached for your review. If you have any questions please feel free to give me a call at [REDACTED]

Thank you,



Courtney Jones
Senior Property Manager

[REDACTED]
[REDACTED]

Automatic Gates Construction Co., Inc.

- Established 1984 -

6483 US Hwy. 70 Memphis, TN 38134 / P 901 383 2529 / F 901 383 2532 / www.myautomaticgates.com

PROPOSAL

PROPOSAL SUBMITTED TO:

September 1, 2010

Attn: Ms. Courtney Jones

Office: 754-1121

Mobile: 619-1914

Fax: 624-8235

[REDACTED]
Cordova, TN [REDACTED]

Re: repair estimate

Ms. Jones:

The damage, as of our site visit, to the entry was that the 6" hinge post and gate need replacing on the one in the center and the other gate needs to be pushed/pulled to straight. Plus, there is extensive damage to the center side operator.

Also the short panel from the gate post to the center brick work needs to be pushed/pulled and reattached.

Also, the hinges are bent and bad and need replacing.

Also the CSW output gear box is bad and needs replacing.

Also the wiring to the 1400 fire box is bad and needs to be replaced.

You also need the connecting arm assembly with disconnect collar on the CSW operator.

To repair as proposed is \$6,825.00.

NOTE: Payment is due within 10 days of invoice on new accounts. Once proper payment history is established, we go to Net 30 - 2% on 10 days.

Terms: Cash, Check and/or Visa / MasterCard / American Express.

We warrant our equipment and labor for twelve months. However, abuse, vandalism, lightning, and acts of nature are not covered by warranty.

Let me know if I can help in anyway.

Thanks,



**Jim Wyatt
Certified Fence Professional
Automatic Gates Construction Co., Inc.
www.inyautomaticgates.com**

**Past President
Memphis, Tri-State Fence Association**

**Past Board of Governors
American Fence Association
www.americanfenceassociation.com**

AD Query

Estimate Photo 01 for Claim Number [REDACTED]

Photo date:17/08/2010 14:53:48:00 Size:26046

Description:

Insured:[REDACTED]

Policy Number:4183440223

Vehicle:7, FORD, FIVE HUNDRED SEL

VIN:1FAHP24127G [REDACTED]

Loss date:08/11/10

Estimator:KEITH RAY



Estimate Photo 02 for Claim Number [REDACTED]

Photo date:17/08/2010 14:53:49:00 **Size:**27378

Description:

Insured: [REDACTED]

Policy Number: [REDACTED]

Vehicle:7, FORD, FIVE HUNDRED SEL

VIN:1FAHP24127G [REDACTED]

Loss date:08/11/10

Estimator:KEITH RAY



Estimate Photo 03 for Claim Number [REDACTED]

Photo date:17/08/2010 14:53:49:00 **Size:**26497

Description:

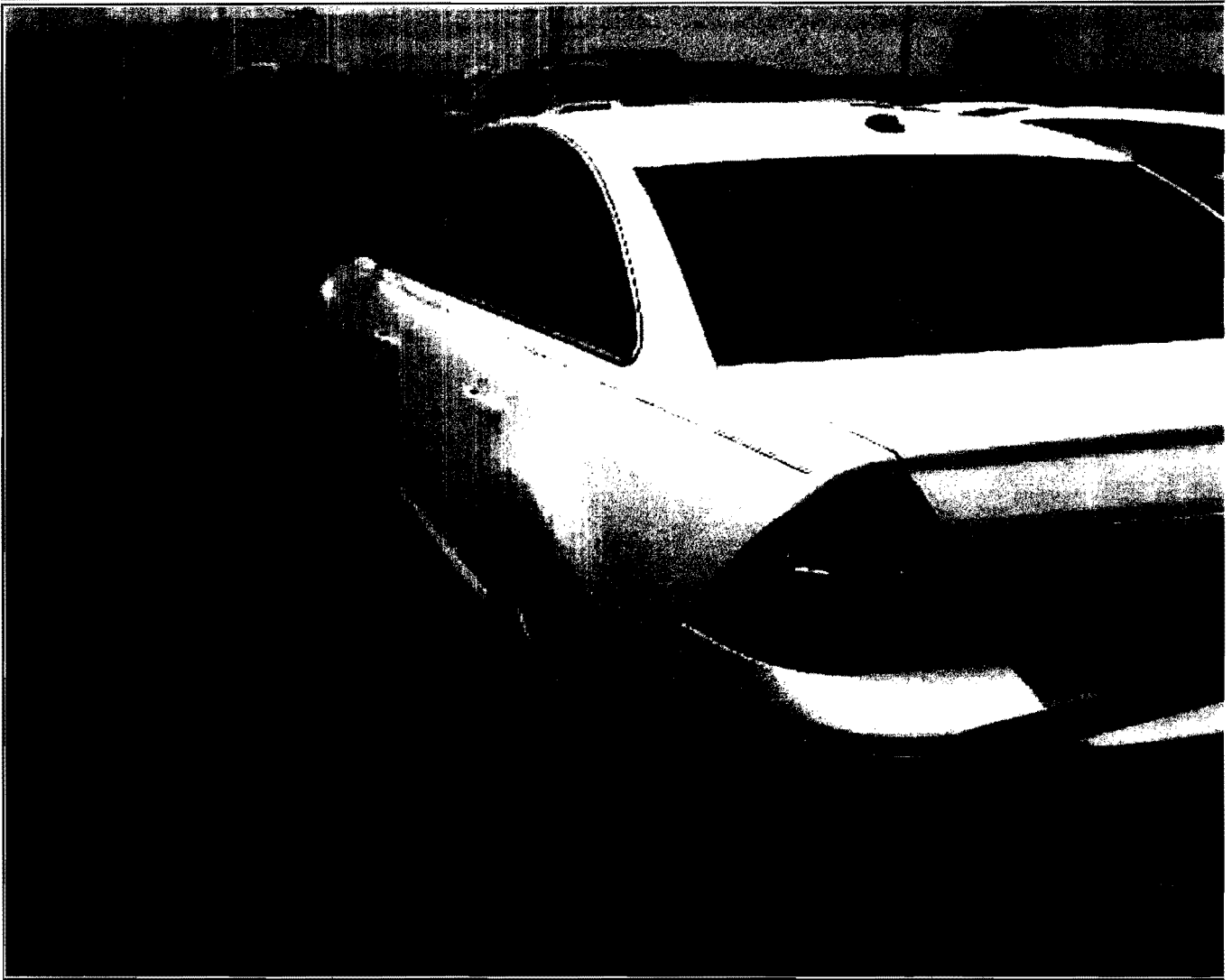
Insured [REDACTED]

Policy Number:4183440223

[REDACTED]

09/08/2010

Vehicle:7, FORD, FIVE HUNDRED SEL
VIN:1FAHP24127G [REDACTED]
Loss date:08/11/10
Estimator:KEITH RAY



Estimate Photo 04 for Claim Number [REDACTED]

Photo date:17/08/2010 14:53:49:00 **Size:**13321

Description:

Insured: [REDACTED]

Policy Number [REDACTED]

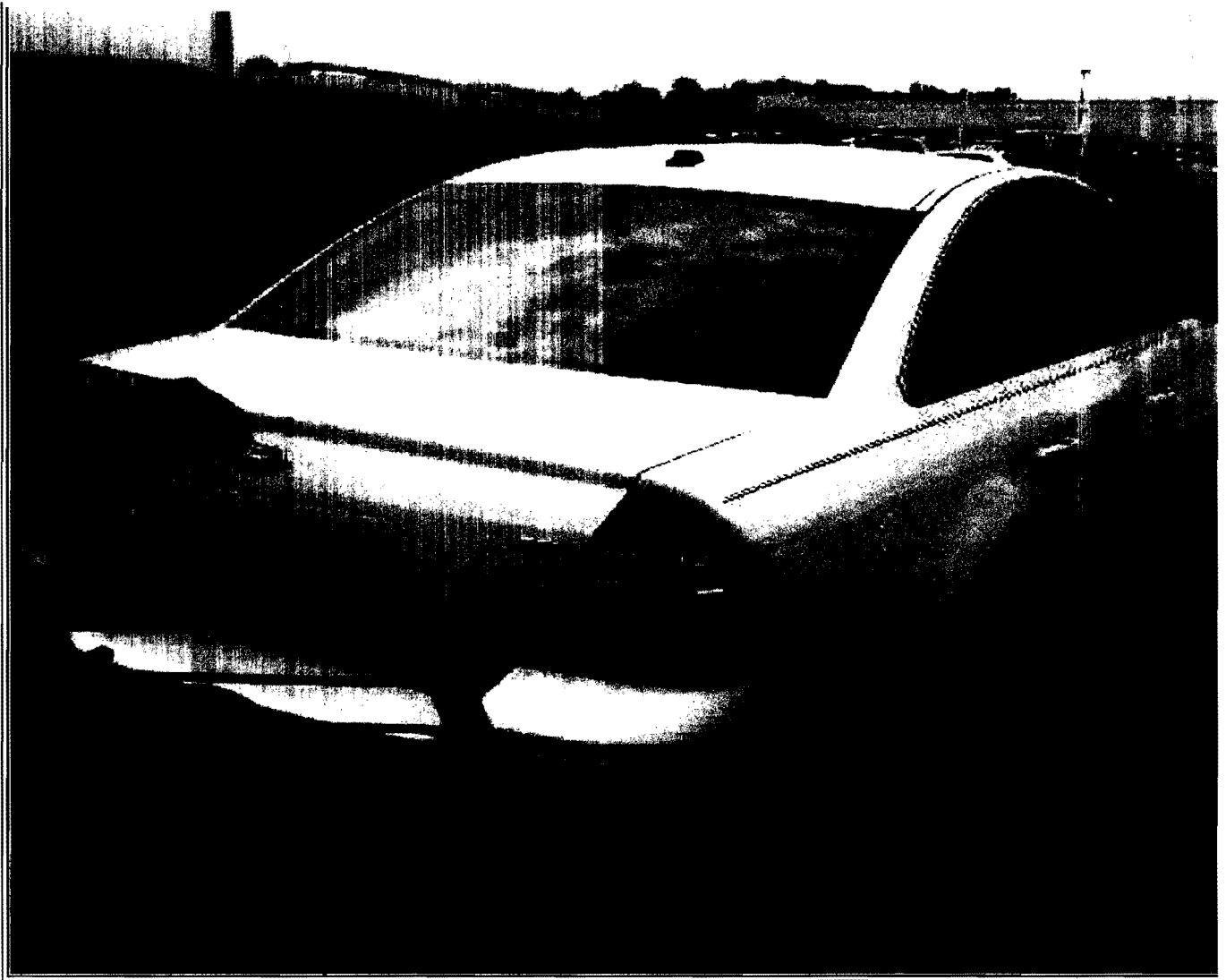
Vehicle:7, FORD, FIVE HUNDRED SEL

VIN:1FAHP24127G [REDACTED]

Loss date:08/11/10

Estimator:KEITH RAY

[REDACTED] 09/08/2010



Estimate Photo 06 for Claim Number [REDACTED]

Photo date:17/08/2010 14:53:49:00 **Size:**23098

Description:

Insured [REDACTED]

Policy Number:4183440223

Vehicle:7, FORD, FIVE HUNDRED SEL

VIN:1FAHP24127G [REDACTED]

Loss date:08/11/10

Estimator:KEITH RAY

[REDACTED]

09/08/2010



Estimate Photo 09 for Claim Number [REDACTED]

Photo date:17/08/2010 14:53:49:00 **Size:**26934

Description:

Insured [REDACTED]

Policy Number [REDACTED]

Vehicle:7, FORD, FIVE HUNDRED SEL

VIN:1FAHP24127G [REDACTED]

Loss date:08/11/10

Estimator:KEITH RAY

[REDACTED]
09/08/2010



[REDACTED]

09/08/2010

PE11-018 000336LC

BEGINNING OF CONTACT
08/24/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.06

REGION: C3 MEMPHIS OGC ISSUE CASE NBR: 0603002350
VIN: 1FAHP24127G [REDACTED] ZONE: A01 OPENED: 08/23/2010
ENGINE: 1 VEH TYPE: C CLOSED: 08/23/2010

LAST NAME: [REDACTED] STATUS: CLOSED
TITLE: [REDACTED] FIRST NAME: [REDACTED] MI:
ADDRESS: [REDACTED]
CITY: CORDOVA STATE: TN ZIP: [REDACTED]
HOME PHONE: [REDACTED]
MODEL YEAR: 2007 MODEL: FIVE HUNDRED SEL FWD4-DR SEDAN
MILEAGE: 89000
DEALER NAME: DOBBS FORD LINCOLN SALES CODE: F23002 P & A: 04357
REASON CODE: 0796 LEGAL - ALLEGED INJURY
SYMPTOMS: 801000 GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: CBIGELO1 BIGELOW, CRYSTAL

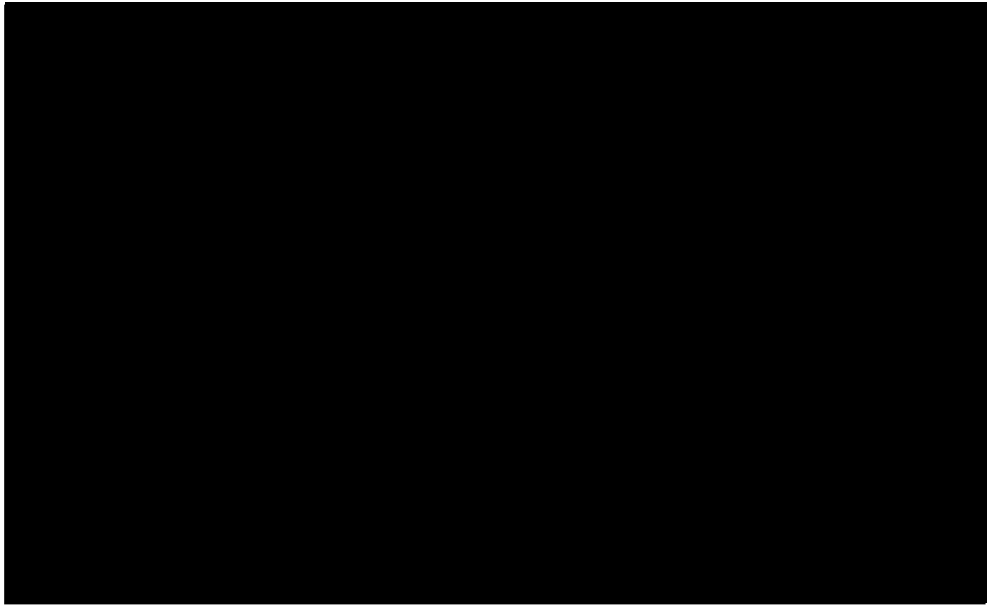
DATE: 08/23/2010 TIME: 16.44.57 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: - 89000 MILES- THE VEHICLE IS SURGEING ON ITS OWN.- I TOOK IT TO THE DEALERSHIP AND THEY WERE UNABLE TO DUPLICATE THE ISSUE.- THE VEHICLE THEN SURGED INTO THE GATE OF MY APARTMENT BUILDING.- I DIDN'T KNOW TO CALL YOU WHEN THIS HAPPENED.- I HAVE DONE EVERYTHING THAT I NEEDED TO DO TO THE VEHICLE.- I DO STILL OWN THE VEHICLE.- I PURCHASED THIS VEHICLE USED.- THE ACCIDENT HAPPENED AUG 11TH.- THE POLICE WERE NOT CALLED BECAUSE IT HAPPENED ON PRIVATE PROPERTY.- THERE WERE NOT INJURIES.- MY DAUGHTER HURT HER KNEE AND MY SON HAD BRUISES ON HIS ARM.- MY INSURANCE COMPANY CAME IN AND PICKED UP THE VEHICLE.- THEY ARE GOING TO PAY THE VEHICLE OFF.- THE VEHICLE WAS TOTALED IN THE ACCIDENT.- THEY ARE ALSO INVESTIGATING TO SEE FOR EQUIPMENT MALFUNCTION.- VEHICLE IS CURRENTLY WITH THE INSURANCE COMPANY, INSURANCE COMPANY NAME IS GEICO.DEALER SAID: DOBBS FORD LINCOLN MERCURY AT WOLFCHASE 7925 HIGHWAY 64MEMPHIS TN 38133(901) 382-5555 X576CRC ADVISE D: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
AUG 24 2010
OFFICE OF THE
GENERAL COUNSEL

CONSUMER AFFAIRS

08/24/2010 FAXOGC1



CLERK OF THE COURT

ATTORNEY FOR PLAINTIFF OR
PLAINTIFFS

JUDY CARNES
200 EAST FERGUSON
P.O. BOX 1018
TYLER, TEXAS 75710

SCOTT E SCAMMAHORN
210 SOUTH BROADWAY AVE.
SUITE 200
TYLER, TEXAS 75702

THE STATE OF TEXAS
CITATION BY CERTIFIED MAIL

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

To: **FORD MOTOR COMPANY, By Serving The Registered Agent Of The Corporation, CT Corporation System, @ 350 St. Paul, Dallas, Texas 75201**

Defendant, Greeting:

You are hereby commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before ten o'clock a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **County Court At Law** Court of Smith County, Texas at the Courthouse of said County in Tyler, Texas.

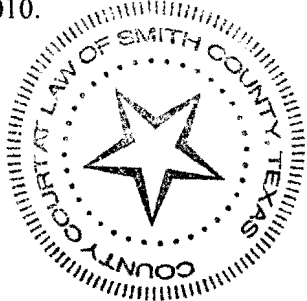
Said Plaintiff's Petition was filed in said court on the 4th day of January A.D.2010, in this case, numbered 57,571 on the docket of said court and styled,

GREG PRICE VS. FORD MOTOR COMPANY

The nature of Plaintiff's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly mail the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Tyler, Texas this date: January 5th, 2010.

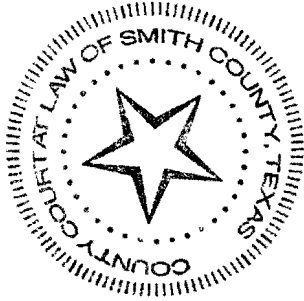


JUDY CARNES, County Clerk
County Court At Law
Smith County, Texas

By: Elena Glasscock
Elena Glasscock, Deputy

*******CERTIFICATE OF DELIVERY BY MAIL*******

I hereby certify that on this date: January 06, 2010, at 11:00 o'clock a.m., I mailed to FORD MOTOR COMPANY by registered or certified mail, return receipt requested, a true copy of this citation with a copy of the petition attached thereto.



JUDY CARNES, County Clerk

By: Elena Glasscock
Elena Glasscock, Deputy

NO. 57,571

COPY

GREG PRICE
Plaintiff,

§
§
§
§
§
§

IN THE CCB

vs.

FORD MOTOR COMPANY
Defendant.

SMITH COUNTY, TEXAS

FILED
DINES
JUDY C. DINES
CLERK
JAN 11 2:09 PM '09
SMITH COUNTY, TEXAS
DEPUTY

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES GREG PRICE, hereinafter called Plaintiff, complaining of and about Ford Motor Company, hereinafter called Defendant, and for cause of action shows unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, GREG PRICE, is an Individual whose address is 16430 Beacon Jet Court, Lindale, Texas 75771.
3. The last three digits of the driver's license number of GREG PRICE are 681. The last three digits of the social security number for GREG PRICE are 105.
4. Defendant Ford Motor Company, a Nonresident, Corporation and may be served with process by serving the registered agent of the corporation, CT Corporation System, 350 St. Paul, Dallas, TX. 75201, it registered office. Service of said Defendant as described above can be effected by certified mail, return receipt requested.

JURISDICTION AND VENUE

5. The subject matter in controversy is within the jurisdictional limits of this court.

6. This court has jurisdiction over Defendant, Ford Motor Company, because said Defendant purposefully availed itself of the privilege of conducting activities in the State of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Ford Motor Company will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

7. Plaintiff would show that Defendant, Ford Motor Company had continuous and systematic contacts with the State of Texas sufficient to establish general jurisdiction over said Defendant.

8. Furthermore, Plaintiff would show that Defendant, Ford Motor Company engaged in activities constituting business in the State of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendant contracted with a Texas resident and performance of the agreement in whole or in part occurred in Texas.

9. Plaintiff would also show the cause of action arose from or relates to the contacts of Defendant, Ford Motor Company to the State of Texas, thereby conferring specific jurisdiction with respect to said Defendant.

10. Venue in Smith County is proper in this cause pursuant to Section 17.56 of the Texas Business and Commerce Code and under Section 15.002(a)(1) of the Texas Civil

Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

FACTS

11. On or about March 22, 2008, Mr. Price purchased a year 2007 Ford Freestyle VIN 1FMDK03177GA26866 from Tyler Ford in Tyler, Texas for \$24,360.00.

12. On August 11, 2009, Mr. Price delivered the vehicle to Longhorn Ford in Mineola, Texas for warranty repairs and was given a loaner vehicle that continues to malfunction.

13. In or about October 2009, the Ford dealership informed Plaintiff that the requisite part, a throttle body, was unavailable and the vehicle could not be repaired.

14. By December 10, 2009 the vehicle has yet to be repaired.

DECEPTIVE TRADE PRACTICES

15. Plaintiff would show that Defendant engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (Texas Business and Commerce Code, Chapter 17.41, et seq.), as alleged hereinbelow.

16. Unconscionable Action or Course of Action. Defendant engaged in an "unconscionable action or course of action" to the detriment of Plaintiff as that term is defined by Section 17.45(5) of the Texas Business and Commerce Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Plaintiff to a grossly unfair degree.

17. Breach of Warranties. Plaintiff would show that the following warranties were

breached and therefore actionable under Section 17.50(a)(2) of the Texas Business and Commerce Code:

- (a) the implied warranty of fitness for a particular purpose;
- (b) the implied warranty of good and workmanlike performance; and
- (c) the implied warranty of merchantability.

18. DTPA Violations under Other Statute. Plaintiff would further show that Defendant engaged in false, misleading or deceptive acts as provided by the following "tie-in" statute: the act regarding the Sale or Lease of Motor Vehicles (Texas Occupations Code, Section 2301.805).

19. Producing Cause. Plaintiff would show that the acts, practices and/or omissions complained of were the producing cause of Plaintiff's damages more fully described hereinbelow.

20. Written Notice Given. Plaintiff has timely notified Defendant of such complaint pursuant to Section 17.505(a) of the Texas Business and Commerce Code by letter dated September 24, 2009, and would show compliance with all conditions precedent to the filing of this suit and recovery of additional damages and attorney's fees.

COMMON LAW FRAUD

21. Plaintiff further shows that Defendant made material false representations to Plaintiff with the knowledge of their falsity or with reckless disregard of the truth with the intention that such representations be acted upon by Plaintiff, and that Plaintiff relied on these representations to his detriment.

22. Plaintiff would further show that Defendant concealed or failed to disclose

material facts within the knowledge of Defendant, that Defendant knew that Plaintiff did not have knowledge of the same and did not have equal opportunity to discover the truth, and that Defendant intended to induce Plaintiff to enter into the transaction made the basis of this suit by such concealment or failure to disclose.

23. As a proximate result of such fraud, Plaintiff sustained the damages described more fully hereinbelow.

BREACH OF AN EXPRESS WARRANTY

24. Defendant sold 2007 Freestyle vehicle to Plaintiff.

25. Defendant made a representation to Plaintiff about the title, quality or characteristics of the vehicle by affirmation of fact, promise, description or by display of a sample or model and said representation became part of the basis of the bargain.

26. The vehicle does not comply with the representation.

27. Plaintiff notified Defendant of the breach and suffered damages due to the breach.

BREACH OF CONTRACT

28. Plaintiff would further show that the actions and/or omissions of Defendant described hereinabove constitute breach of contract, which proximately caused the direct and consequential damages of Plaintiff described hereinbelow, and for which Plaintiff hereby sues.

CONVERSION

29. Plaintiff owned, possessed, or had the right to immediate possession of personal property, namely 2007 Ford Freestyle.

30. Defendant wrongfully exercised dominion or control over said property causing damages to Plaintiff.

ECONOMIC AND ACTUAL DAMAGES

31. Plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendant described hereinabove:

- (a) Out-of-pocket expenses.
- (b) Loss of use, including but not limited to the reasonable rental value of a replacement automobile.
- (c) Cost of replacement.
- (d) Diminution of fair market value.

DAMAGES FOR MENTAL ANGUISH

32. Plaintiff would further show that the false, misleading and deceptive acts, practices and/or omissions described hereinabove were committed "knowingly," as provided by Section 17.45(9) of the Texas Business and Commerce Code, in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

33. As a result of such acts, practices and/or omissions, Plaintiff sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code, and for which Plaintiff hereby sues in an amount in excess of the minimum jurisdictional limits of this Court.

MULTIPLE DAMAGES

34. As alleged hereinabove, Plaintiff would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

35. Therefore, Plaintiff is entitled to recover multiple damages as provided by 17.50(b)(1) of the Texas Business and Commerce Code.

EXEMPLARY DAMAGES

36. Plaintiff would further show that the acts and omissions of Defendant complained of herein were committed knowingly, willfully, intentionally, with actual awareness, and with the specific and predetermined intention of enriching said Defendant at the expense of Plaintiff. In order to punish said Defendant for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendant for exemplary damages as provided by Section 41.003(1) of the Texas Civil Practice and Remedies Code.

ATTORNEY'S FEES

37. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) Section 17.50(d) of the Texas Business and Commerce Code; (b) Chapter 38 of the Texas Civil Practice and Remedies Code; and, (c) common law.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, GREG PRICE, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for the economic and actual damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and postjudgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

By: 

Scott E. Scammahorn
Texas Bar No. 24014198
210 S. Broadway, Suite 200
Tyler, TX 75702
Tel. (903) 595-1000
Fax. (903) 592-6684
Attorney for Plaintiff
GREG PRICE

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY

All Action Details for Issue

Print

VIN: 1FMDK03177G [REDACTED] **Year:** 2007 **Model:** FREESTYLE **Case:** 1411972399
Name: [REDACTED] **Owner Status:** Subsequent **WSD:** 2006-11-28
Symptom Desc: TRANSFER CASE INDICATOR **Primary Phone:** [REDACTED]
Reason Desc: CLP - IN - FIN ASSIST - PARTS DELAY **Secondary Phone:** [REDACTED]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 09/08/2009

Action: TIER ONE OPEN ISSUE **Origin Desc:** TIER ONE - MELBOURNE
Dealer: 03992 LONGHORN FORD **Comm Type:** PHONE
Odometer: 70000 MI **Analyst:** BNICKER1
Analyst Name: NICKERSON (BNICKER1),BARBARA **Action Time:** 11.26.37.166 **Action Data:** No
Action Date: 08/27/2009

Comments 1. WHEN APPLYING BRAKE AND PUTTING VEH IN GEAR, VEH TRIES TO TAKE OFF ON ITS OWN - INTERMITTENT CONCERN 2. VEH DIES 3. WRENCH EMBLEM COMES ON - VEH IS CURRENTLY AT FLM DLR - THROTTLE BODY NEEDS TO BE REPLACED - PART IS ON BACKORDER UNTIL DECEMBER - NEEDS PART TO DO REPAIR - HAS ESP PREMIUMCARE - WORKING WITH BRIAN IN SERVICE - LONGHORN FORD 1311 SOUTH PACIFIC MINEOLA, TX 75773 TEL:(903) 569-9421"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. 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" - VERIFIED PREMIUMCARE ESP WITH CUST *** OBC TO DLR - SPOKE WITH S/M BRIAN - PROVIDED VIN - ETA IS 12/7/2009 *** DID NOT ADVISE OF MARKETING, CUST CASE ESCALATED TO CCST

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Dealer: 03992 LONGHORN FORD **Comm Type:** OTHER
Odometer: 70000 MI **Analyst:** CWILL361
Analyst Name: WILLIAMS,CHARLES **Action Time:** 19.45.44.042 **Action Data:** Yes
Action Date: 08/28/2009

Comments .

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-31-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Dealer: 03992 LONGHORN FORD **Comm Type:** PHONE
Odometer: 70000 MI **Analyst:** CWILL361
Analyst Name: WILLIAMS,CHARLES **Action Time:** 20.34.12.134 **Action Data:** Yes
Action Date: 08/28/2009

Comments CCS CHARLES @ EXT 7335 | OBC TO CST @ 903-360-5227: CONFIRMED THROTTLE BODY DELAY. ADVISED IF ESP COVERS REPAIR WE MAY BE ABLE TO PROVIDE YOU WITH ALT TRANSPORTATION FOR THE DURATION OF THE PART DELAY. I WILL ESCALATE YOUR PART TO DETERMINE WHEN WE CAN GET IT IN, AND THEN INITIATED AN ADDITIONAL LOANER UNTIL THE PART ARRIVES. I WILL FOLLOW UP WITH YOU TUES BY 5PM CST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-01-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70000 MI **Comm Type:** PHONE
Analyst Name: WILLIAMS, CHARLES **Analyst:** CWILL361
Action Date: 09/02/2009 **Action Time:** 19.10.01.650 **Action Data:** Yes

Comments CCS CHARLES @ EXT 7335 | OBC TO CST @ 903-360-5227: CCS ADVISED I HAVE ESCALATED PART; I AM STILL WAITING FOR AN ETA WHICH IS ESTIMATE FOR LATE SEPT. I'M SURE WE WILL BE ABLE TO PROVIDE YOU WITH ADDITIONAL LOANER ASSISTANCE IF AFTER ESP COVERAGE PERIOD EXPIRES. I WILL FOLLOW UP WITH YOU FRIDAY BY 5PM CST WITH CONFIRMATION. CST ADVISED IT'S BEEN 15 DAYS SINCE VEH WAS TAKEN TO DEALER

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-04-2009
TIME OF FOLLOW UP (HH:MM):	20:00

Action: THROTTLE BODY - BACKORDER PART
Dealer: 03992 LONGHORN FORD **Origin Desc:** DEALER
Odometer: 70109 MI **Comm Type:** VISIT
Analyst Name: KIRK KERWIN **Analyst:** K-KERWIN
Action Date: 09/03/2009 **Action Time:** 11.43.15.100 **Action Data:** Yes

Comments ORDERED PART # 5F9Z-9E926-B FCSD# R84632 COR#84632 RELEASE DATE 12/07/09 NEED TO SEE HOW WE CAN SPEED THIS UP. CAN PART # 6F9Z-9E926-AA BE USED . PLEASE HELP IN GETTING THIS VEH. BACK ON THE ROAD!

<u>Data Element Name</u>	<u>Data Value</u>
PART NUMBER:	5F9Z-9E926-B
PART DESCRIPTION:	THROTTLE BODY
DOR/COR/ORDER NUMBER:	R84632/84632

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: TORRES, ERICA **Analyst:** ETORRE43
Action Date: 09/03/2009 **Action Time:** 15.40.46.554 **Action Data:** No

Comments --CCS ERICA - EXT 7497--VM RECEIVED FROM S/M BRYAN--OBC TO DLR, SPOKE WITH S/M BRYAN--CUST SEEKING RENTAL ASST.--ADV CUST HAS 60/100K PREMIUMCARE ESP ON FILE AND SHOULD BE ELIGIBLE FOR RENTAL ASST. --ADV A FRACS REP. WILL NEED TO REVIEW THE CASE--ADV A F/U IS SET FOR THE CUSTOMER TOMORROW HOWEVER, I AM NOT THE REP. HANDLING THIS ZONE--CCS SENT EMAIL TO TL ROCHELLE FOR HANDLING

Action: THROTTLE BODY - BACKORDER PART
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: DANIELS, FELICIA **Analyst:** FDANIE23
Action Date: 09/03/2009 **Action Time:** 16.16.21.310 **Action Data:** Yes

Comments CCS FELICIA X7114 RECEIVED REQ

<u>Data Element Name</u>	<u>Data Value</u>
--------------------------	-------------------

REPLACEMENT PART ALLOCATED? (Y/N)

NO

Action: PARTS ESCALATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: DANIELS, FELICIA

Analyst: FDANIE23

Action Date: 09/04/2009

Action Time: 09.56.34.862 **Action Data:** Yes

Comments OBC TO DEALER TO VERIFY PART

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #:

8650785

PART NUMBER:

5F9Z-9E926-B

PART DESCRIPTION:

THROTTLE BODY

CRS ESCALATION? (Y/N):

NO

WHY DELAYED?:

BACK ORDERED

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: DANIELS, FELICIA

Analyst: FDANIE23

Action Date: 09/04/2009

Action Time: 11.43.44.428 **Action Data:** No

Comments AT THIS TIME RENTAL ISNT NEEDED, ADVISED TO UPDATE CUDL FOR RENTAL ASSISTANCE APPROVAL, ADVISED SM KIRK TO USE ESP DAYS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: WILLIAMS, CHARLES

Analyst: CWILL361

Action Date: 09/04/2009

Action Time: 16.56.33.106 **Action Data:** Yes

Comments CCS CHARLES @ EXT 7335 | OBC TO CST @ ██████████ CCS ADVISED THE ETA FOR THE THROTTLE BODY RETURNED WITH A DEC ETA. WE ARE WORKING ON GETTING THAT PART SOONER. I AM EXPLORING AN INQUIRY FROM BRYAN; THERE ARE TWO THROTTLE BODIES FOR THESE MODELS. ONE IS HEATED AND ONE IS REGULAR, BUT BOTH WORKS. WE ARE DETERMINING IF WE CAN USE EITHER ONE ON YOUR VEH. ALSO, SINCE YOUR REPAIR IS COVERED BY A FORD ESP, WE WILL PROVIDE YOU WITH A LOANER AT OUR EXPENSE UNTIL THE PART COMES IN, IF YOU NEED A LOANER. THE CST ADVISED HE DOES NEED A LOANER BUT THE DEALER ADVISED THEY ONLY HAD ONE THAT FITS FIVE; WE NEED ONE THAT FITS SIX. CCS ADVISED I WILL SEE IF WE CAN OBTAIN A FORD VEHICLE THAT CAN SIT SIX FOR YOU. I WILL CONTACT YOU TUES BY 5PM CST | NOTE: PART ASSISTANCE RESPONSE: LIMITED STOCK OF THROTTLE BODIES ARE EXPECTED LATE SEPTEMBER.

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-08-2009

TIME OF FOLLOW UP (HH:MM):

20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: RAE (WRAE), WILLIAM

Analyst: WRAE

Action Date: 09/08/2009

Action Time: 15.17.00.863 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057***--OBC TO DLR @ ██████████ SPOKE TO S/M BRYAN--STILL WAITING

FOR THROTTLE BODY--DID PUT THEM IN A LOANER VEH--DLR STATES NO ETA ON PART--CUST IS CURRENTLY IN A CHRYSLER TOWN AND COUNTRY BUT HE IS GOING TO SEE IF HE CAN GET THEM IN A WINDSTAR---OBC TO CUSTOMER @ [REDACTED] -- SPOKE TO GREG PRICE--CCS INTRODUCED MYSELF AND PROVIDED CONTACT INFORMATION--CUST STATES THEY CURRENTLY HAVE HIM IN A LOANER VEH--CUST IS VERY FRUSTRATED THAT THEY DO NOT HAVE A DATE FOR THE PART YET--WILL NOT WAIT 4 MONTHS FOR THE PART--CCS ADVISED CUST CURRENT ETA IS STILL LATE SEPTEMBER--ADVISED I WOULD CALL 9/22/09 BY COB WITH MORE INFORMATION

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-22-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE), WILLIAM **Analyst:** WRAE
Action Date: 09/22/2009 **Action Time:** 13.41.50.019 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR @ [REDACTED] -- SPOKE TO BRYAN S/M-- PART IS STILL NOT AVAILABLE-- CUST IS VERY UPSET-- CUST STATED IF PART IS NOT AVAILABLE BY THE END OF THE MONTH HE IS GOING LEGAL--- OBC TO CUSTOMER @ [REDACTED] -- CCS ADVISED CUST THAT PART IS STILL NOT AVAILABLE AND ETA STILL LISTS AS LATE SEPTEMBER-- HOPEFULLY PART WILL BE IN WITHIN THE NEXT WEEK OR SO-- CCS ADVISED WOULD SET F/U FOR 9/30 TO CHECK FOR UPDATES-- IF PART IS NOT AVAILABLE CCS WILL SUBMIT FOR UPDATED ETA-- SET F/U FOR 9/30/09

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-30-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: PARTS ORDER STATUS - ORDER UPGRADED TO "EMERGENCY"
Dealer: 03992 LONGHORN FORD **Origin Desc:** DEALER
Odometer: 70109 MI **Comm Type:** OTHER
Analyst Name: KIRK KERWIN **Analyst:** K-KERWIN
Action Date: 09/23/2009 **Action Time:** 12.08.11.708 **Action Data:** No

Comments THIS IS KIRK KERWIN (PARTS MANAGER) FROM LONGHORN FORD, I WAS LOOKING AT MY BACKORDER LIST TODAY AND PARTS # 5F9Z-9E926-B WAS NOT ON IT. DOES THIS MEAN I WILL BE RECEIVING THE THROTTLE BODY FOR THE PRICE'S VEHICLE SOON? THANK YOU KIRK

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE), WILLIAM **Analyst:** WRAE
Action Date: 09/30/2009 **Action Time:** 14.55.59.979 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR @ [REDACTED] SPOKE TO KIRK PARTS MANAGER-- PART NOT AT DEALER-- CCS ADVISED I HAVE SUBMITTED FOR AN UPDATE TO FIND OUT WHAT IS GOING ON WITH THE PART-- WILL UPDATE CUDL ONCE I HAVE INFORMATION-- OBC TO CUSTOMER @ [REDACTED] -- LEFT V/M-- ADVISED PART HAS NOT YET ARRIVED AT DEALER-- CCS ADVISED I HAVE SUBMITTED FOR AN UPDATED ETA-- POSSIBLE PART HAS BEEN SHIPPED IN WHICH CASE WHEN I GET UPDATE WILL HAVE TRACKING NUMBER BUT WONT KNOW UNTIL I GET THE UPDATE-- SET F/U FOR 10-05-2009

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-05-2009

TIME OF FOLLOW UP (HH:MM):

19:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: DANIELS, FELICIA **Analyst:** FDANIE23

Action Date: 10/01/2009

Action Time: 09.01.19.915 **Action Data:** No

Comments LIMITED INVENTORY OF THROTTLE BODIES IS EXPECTED EARLY TO MID OCTOBER FROM NEW SUPPLIER . HOWEVER, DEALER WILL NEED TO REORDER PART, ORIGINAL ORDER 30 DAY CANCELLED. (SDIMITRI) (01-OCT-2009 07:32 AM)CLOSED DATE : HAS CHANGED FROM SEP-04-2009 TO OCT-01-2009

Action: PARTS ESCALATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE

Action Date: 10/05/2009

Action Time: 15.45.53.191 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** RE-ESCALATING AS PREVIOUS PART ORDER WAS CANCELLED, NEW ORDER SUBMITTED

Data Element Name

Data Value

PARTS DISTRIBUTION ETRACKER #:

8753773

PART NUMBER:

5F9Z9E926B

PART DESCRIPTION:

THROTTLE BODY

CRS ESCALATION? (Y/N):

NO

WHY DELAYED?:

BACK ORDER

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE

Action Date: 10/05/2009

Action Time: 15.46.09.583 **Action Data:** No

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR [REDACTED] - SPOKE TO KIRK PARTS MANAGER-- HAS RESUBMITTED THE ORDER AS AN EMERGENCY ORDER-- ORDER NUMBER CHANGED-- SUBMITTED ORDER 10/1--

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE

Action Date: 10/05/2009

Action Time: 18.16.22.985 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO CUSTOMER [REDACTED] - LEFT V/M-- ADVISED CUST CURRENT ETA FOR PART IS EARLY TO MID OCTOBER-- CCS ADVISED CUST CAN CONTACT ME OR I WILL CONTACT THE CUSTOMER 10-19-2009 BY 7 PM EST WITH ANY UPDATING INFORMATION-- SET F/U FOR 10-19-2009

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-19-2009

TIME OF FOLLOW UP (HH:MM):

19:00

Action: UNABLE TO CONTACT - LOST CONTACT

Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 10/19/2009 **Action Time:** 15.30.50.512 **Action Data:** No

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR @ [REDACTED] - S/M IS NOT AVAILABLE-- ON A TEST DRIVE WITH CUST-- SPOKE TO KIRK PARTS MANAGER-- PART HAS NOT COME IN-- OBC TO CUSTOMER @ [REDACTED] -- LEFT V/M-- CCS ADVISED WOULD LIKE TO CONTINUE TO WORK WITH CUST REGARDING PARTS DELAY-- CUST CAN REACH ME AT MY NUMBER BETWEEN 10:30 AM AND 7 PM EST-- CLOSING CASE AS LOST CONTACT

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: CHANDLER (HCHANDL3),HELEN **Analyst:** HCHANDL3
Action Date: 10/20/2009 **Action Time:** 14.30.16.786 **Action Data:** No

Comments CCS HELEN X7028 ---- CASE REOPENED TO ALLOW CCST THE OPPORTUNITY TO MONITOR THE PART ORDER ESCALATION, ETRACKER #8753773 (LAST UPDATE FROM SDIMITRI ON 06-OCT-2009 @ 08:29AM: LIMITED INVENTORY OF THROTTLE BODIES IS EXPECTED EARLY TO MID OCTOBER FROM NEW SUPPLIER.) AND TO PROCESS RENTAL REIMBURSEMENT UNDER PRTS3 ONCE PART HAS ARRIVED AND RENTAL VEH RETURNED.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 10/21/2009 **Action Time:** 14.36.32.437 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** AGENT MONITORING FOR PARTS DELAY-- SUBMITTED FOR UPDATE-- WILL F/U 10-23-2009

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-23-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 10/23/2009 **Action Time:** 12.58.59.878 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR [REDACTED] - AS PER DOCUMENTATION ETA IS NOW EARLY NOVEMBER-- SETTING F/U FOR 11-06-2009

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	11-06-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 11/06/2009 **Action Time:** 15.41.13.106 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** ETRACKER UPDATE REQUESTED-- RESCHEDULING F/U FOR 11-11-2009 TO CHECK FOR UPDATE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	11-11-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 11/11/2009 **Action Time:** 12.08.01.716 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR @ [REDACTED] -- SPOKE TO KIRK PARTS MANAGER-- RESUBMITTED ORDER TODAY-- ORDER NUMBER P83902-- ADVISED ETA IS LATE NOVEMBER EARLY DECEMBER-- WILL CONTINUE TO MONITOR FOR UPDATES--

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	12-04-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 12/04/2009 **Action Time:** 15.08.35.214 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR @ [REDACTED] - SPOKE TO LISA S/A-- PART HAS NOT ARRIVED YET-- DOES NOT HAVE A CONFIRMATION-- AGENT WILL REQUEST ETRACKER UPDATED FOR MORE INFO-- SETTING F/U FOR 12-08-2009 TO AWAIT UPDATE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	12-08-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03992 LONGHORN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 70109 MI **Comm Type:** PHONE
Analyst Name: RAE (WRAE),WILLIAM **Analyst:** WRAE
Action Date: 12/08/2009 **Action Time:** 11.53.29.875 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** ETRACKER SHOWS PART SHIPPED 12-7-2009-- WILL F/U 12-11-2009 TO CHECK FOR PART ARRIVAL

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	12-11-2009
TIME OF FOLLOW UP (HH:MM):	19:00

Action: RENTAL REQUEST - RESOLVED

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: RAE (WRAE), WILLIAM

Analyst: WRAE

Action Date: 12/11/2009

Action Time: 15.10.41.033 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** OBC TO DLR @ [REDACTED] - 107 DAYS AT 28 DOLLARS A DAY-- RO# 81566-- LINE NUMBER 03-- TOTAL COST 2996.00-- PRTS3 APPROVAL CODE M30KR

<u>Data Element Name</u>	<u>Data Value</u>
DAYS CUSTOMER IN RENTAL:	107
APPROVED REIMBURSEMENT COST:	2996

Action: PARTS ESCALATION - PART ARRIVAL

Dealer: 03992 LONGHORN FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 70109 MI

Comm Type: PHONE

Analyst Name: RAE (WRAE), WILLIAM

Analyst: WRAE

Action Date: 12/11/2009

Action Time: 15.11.46.531 **Action Data:** Yes

Comments ***CCS WILLIAM @ EXT 7057*** PART ARRIVED 12-09-2009

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF PART ARRIVAL AT DEALERSHIP:	12-09-2009
FORD PART? (Y/N):	YES
AFTERMARKET PART? (Y/N):	NO
CUSTOMER OPTED OUT? (Y/N):	NO

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK03177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1411972399
Name: [REDACTED] Owner Status: Subsequent WSD: 2006-11-28
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MISC INQUIRY - CSR OBC Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: OUTBOUND CALL TO DEALER Origin Desc: MANUAL - PHONE CSR
Dealer: 03992 LONGHORN FORD
Odometer: 70109 MI Comm Type: PHONE
Analyst Name: TRAGER (KTRAGER)KAREN Analyst: KTRAGER
Action Date: 12/10/2009 Action Time: 09.33.05.007 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
BRYAN		ONEIL	9035699421	DEALER

Comments CUSTOMER SAID: NONEDEALER SAID: [REDACTED] BRYANONEILCRC ADVISED: -INBOUND CALL FROM THE DLRSH- SPOKE TO [REDACTED] 1BRYANONEILSEEKS RENTAL VEH COVERAGE FOR THE CUST-GAVE THE DLRSH THE PHONE NUMBER TO CCST WORKER

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK03177GA [REDACTED] **Year:** 2007 **Model:** FREESTYLE **Case:** 1411972399
Name: [REDACTED] **Owner Status:** Subsequent **WSD:** 2006-11-28
Symptom Desc: **Primary Phone:** [REDACTED]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:** [REDACTED]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CLOSE CONTACT

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE
CSR

Odometer: 70109 MI

Comm Type: SURVEY

Analyst Name: DOROTHY WILLIAMS
(DWILL297)

Analyst: DWILL297

Action Date: 11/18/2009

Action Time:
10.39.11.606

Action Data: No

Comments CUSTOMER SAID: CONCERN HANDLING SURVEY UNDATED= STILL HAVE NOT GOTTEN MY CAR BACK = BEEN THERE SINCE 8/11/09 = HAVE HAD TO HIRE AN ATTORNEY = YOU WOULD THINK A COMPANY AS LARGE AS FMC WOULD TAKE CARE OF THEIR CUSTOMERS BETTER ****CRC ADVISED: *** OPEN 04 CONCERN - PARTS DELAY = CCST HANDLING = DOCUMENTING ADDITIONAL CUST. FEEDBACK = NO ACTION PROPOSED

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK03177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1411972399
Name: [REDACTED] Owner Status: Subsequent WSD: 2006-11-28
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MARKETING PUBLIC PRIVATE OFFERS Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TRACK PUBLIC / PRIVATE OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 60000 MI Comm Type: PHONE
Analyst Name: TRAGER (KTRAGER),KAREN Analyst: KTRAGER
Action Date: 09/04/2009 Action Time: 17.18.21.593 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CRC ADVISED: REMEMBER TO DIRECT CUSTOMERS TO THE FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:- WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COMDID NOT ADVISE -CUST SCREAMING AND YELLING -

Data Element Name	Data Value
-	-
CUSTOMER MADE AWARE OF AN OFFER? (Y/N)	N

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK03177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1411972399
Name: [REDACTED] Owner Status: Subsequent WSD: 2006-11-28
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 60000 MI

Comm Type: PHONE

Analyst Name: TRAGER (KTRAGER),KAREN

Analyst: KTRAGER

Action Date: 09/04/2009

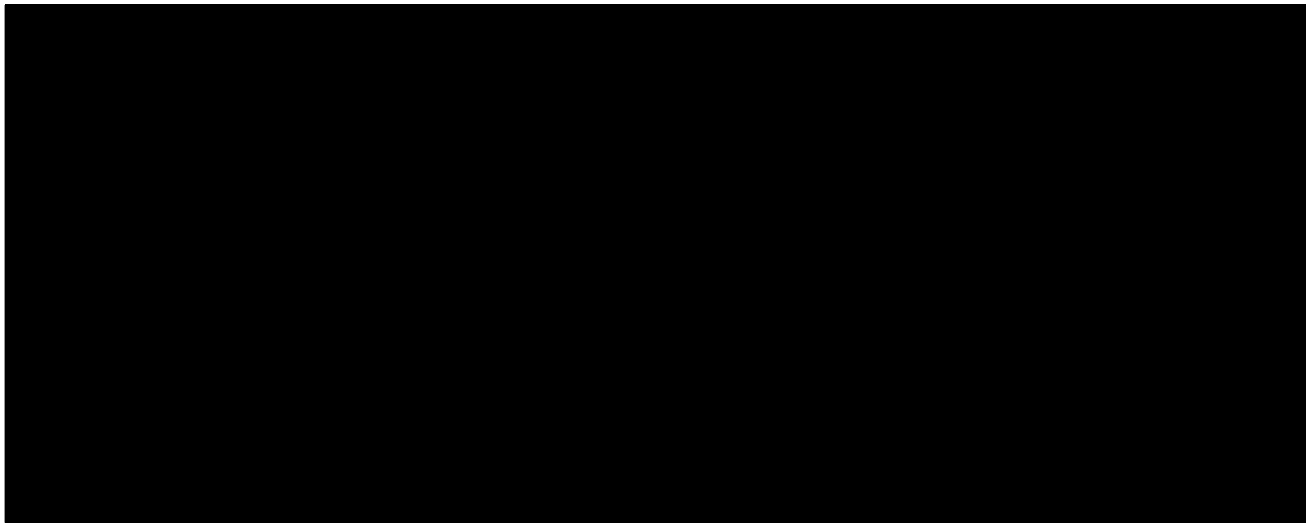
Action Time: 17.16.42.456 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: WANT TO TALK TO CHARLES AS SOON AS POSSIBLE -NEED AN APPROPRIATE RENTAL AS SOON AS POSSIBLE-CANNOT WAIT TILL 9/8/09 FOR THE F/UCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.F/U 9/ 8/09 5 PM -CONNECT CUST TO THE CCST

Ford Confidential



BEGINNING OF CONTACT
11/08/2008

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.08

=====

REGION: C2 HOUSTON	OGC ISSUE	CASE NBR: 0637923118
VIN: 1FAFP24196G [REDACTED]	ZONE: A06	OPENED: 11/07/2008
	ENGINE: 1	VEH TYPE: C
		CLOSED: 11/07/2008

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MS		MI: H
ADDRESS: [REDACTED]		
CITY: CORPUS CHRISTI	STATE: TX	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2006	MODEL: FIVE HUNDRED SEL FWD4-DR SEDAN	
MILEAGE: 30000		
DEALER NAME: SAMES CROW FORD	SALES CODE: F52067	P & A: 05653
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 612500 SURGE ACCELERATION		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: SBLACKS3 BLACKSTOCK I (SBLACKS3),SCOTT

11/08/2008 10:30 AM

11/08/2008

DATE: 11/07/2008 TIME: 14.40.34:
ACTION DATA/COMMENTS:

FIRE / ACCIDENT A
CUSTOMER SAID: -CUST STARTED HAVEING PROBLEMS IN JUNE 2008 VEH WOULD SURGE AT ACCEL-6/08 TOOK TO DLRSHIP FOR THE VEH ACCELERATES WHEN PRESSING GAS -VEH JERKS WHEN GOING FORWARD AND BACKWARDS8/19/08 CUST WAS TRYING TO PARK AND WAS CLOSE TO THE CONCRETE PILAR AND WHEN SHE TOOK HER FOOT OFF THE BRAKE THE VEH JUST TOOK OFF BY ITSELF AND SCRAPED THE SIDE OF THE VEH-8/20/08 TOOK TO DLRSHIP AND SHOWED THEM THE DAMAGE AND TOLD THEM WHAT CAUSED IT-8/22/08 CUST PICKED UP VEH AND WAS TOLD THAT NO REPAIR ESTIMATES HAD BEEN GIVEN BY THE REP B/C FORD DOESN'T COVER INCIDENTAL ACCIDENTS -CUST THINKS FORD SHOULD PAY FOR THE SCRAPES ON THE DOOR HANDLE SINCE IT WAS THE VEH THAT CAUSED THE DAMAGE NOT HER-CUST IS VERY CONCERNED THAT THIS IS A VERY SERIOUS PROBLEMDEALER SAID: SAMES CROW FORD4721 AYERS CORPUS CHRISTI, TX [REDACTED] TEL: [REDACTED] FAX:(361) 851-7618CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.- ADV CUST OF ABOVE - VERIFIED CUST CONTACT INFO

CONSUMER AFFAIRS

11/08/2008 FAXOGC2



First I want to let everyone know about a problem I had so you don't have to go thru the misdiagnoses I had to. At a steady cruise my freestyle would all of a sudden lose 90% of engine power. When this happened to me twice on I-95, I about @#^% myself. Anyway it was real hard to determine if it was an engine or transmission problem. I would pull off the road and shut-off the car, then disconnect the battery, restart the engine in the hopes this would reset the processor. This worked to at least get me home. I went to a friend at the dealer, we were getting "throttle body" codes. We replaced the throttle body. The car was fine for 125 miles then the problem occurred again. But, this time I had to go to a different dealership. (out of town) Again the tech told me he was replacing the throttle body. I told him this was already replaced and changing it again was a waste of time. Well, they replaced it anyway! On the way home the problem occurred again. It seemed to me that the "butterflies" on the throttle body would just shut. This is a drive by "wire" set-up there is no cable for the accelerator. Went back to my friend and we went over the car with a fine tooth comb. While the car was idling it started spitting out codes like crazy. It has been my personal experience when this occurs there is a processor problem. We didn't want to guess what the problem was so we called the Ford Hotline. The engineer agreed with us. We special ordered the processor. When the processor arrived we called Ford as instructed, this is where it really gets crazy. He told us **Not** to use old programming because Ford was concerned of a "**VIRUS**" in the system-----unbelievable---**So we had to do a "blank" reprogram of the processor. This only took 2 hours. The car has been fine ever since. I went on a 3000 mile road trip and the gas mileage surprised even me. Thru South Carolina and Georgia I got 30.5 miles to the gallon. Now that I'm home I'm getting a solid 26.5 miles per gallon. (rural driving not city) Sorry this was so long winded but I was trying to save someone else the same problems**

I am new to this forum. I have a 2005 LE Freestyle (front wheel drive) that we purchased new. I have experienced the sudden surging/lurching over the past year or so, but it was so occasional and subtle that I thought I was imagining it. Then this week I almost hit a car in the school car rider line and it was definitely NOT my imagination. The car suddenly lurched forward (not subtly!) when I was STOPPED with my foot on the brake. It was a hot day & I'd just turned on the AC so my son would be comfortable (I usually don't use the AC that much). Also last week I almost hit a car when my car surged while I was backing out of a parking space (again, I'd just turned on the AC because I had other people w/ me). I only mention the AC because other posts have mentioned that variable. And because my incidents have increased this summer during the hot weather.

Most of my car's surges have happened when I was backing out of a parking space. But the accelerations were not quick/fast - I remember thinking "why am I having to brake so hard to stop when I'm barely moving??" I dismissed the thought that the car was accelerating (must be my imagination, because a car doesn't drive itself, right?). Anyway what happened this week (car suddenly lurching FORWARD from a complete stop!), and reading the MANY accounts of people having the same problem, has put it all in perspective for me. I agree that someone could be seriously hurt or killed and I shudder to think what might've happened if I'd been stopped at the front of the line where the kids were crossing in front of the cars. And now I'm twiggin' about driving, since it's happening more often and will most likely only get worse. I can't believe there's been so

many incidents but no action by Ford or the NHTSA or whoever else could help. What's even scarier is having to wait months on the supposed fix (new throttle control - assuming you can afford it), with maybe no reimbursement for the rental car, and then it happening again AFTER the new throttle control. Seems like we're just screwed.

Anyway back to the facts. Most of my surges happened when the car was moving slowly in reverse. Fortunately it's always responded to hard braking. I have not experienced any "stall outs" during highway driving. However several times this summer the engine has unexpectedly "revved" while driving at higher speeds (45-55 mph). Again, it was subtle and only for a minute, so I overlooked it. Just kept telling my husband the car had a lot of "quirks" and I didn't feel so safe in it anymore.

FYI I will follow through by calling Ford CRC and filing an online complaint w/ the NHTSA. Thanks for all the info, phone numbers & website links. I guess I'll have to run it by the Ford dealer as well. Good luck everyone and maybe some good will come out of this before someone is killed or seriously injured. Think of all the unsafe Freestyles on the roads right now because their owners can't afford to fix the problem (or because they think their "little" problem isn't that big of a deal). I'm definitely going to enlighten the one other Freestyle owner I know in case she's been

We are also experiencing these problems. We have been approached by 3 separate FREESTYLE vehicle owners in our town asking if share these commonalties. These details are the same: surging and lurching with foot on brake and the AC is on. Stalling and wrench light with codes indicating Throttle failure. Our HVAC (AC compressor) has failed and is on back order. FORD customer service states these are not common issues.... well someone needs to read these forums here and on FACE BOOK.

I am cutting and pasting another poster's information for everyone to read:

"The only way we can make sure the dealer fixes this problem is to call the Department of Transportation, National Highway Traffic Safety Administration at 1-888-327-4236 and file a complaint. After they review the complaint they have the authority to request that the Dealer issues a recall and fix the issues. I just did this myself and it took me about 20 minutes, however, a case number was sent to me immediately. If we all take 20 minutes of our time, we can have Ford fix these problems and who knows? maybe even save somebody's life... " Kiecr poster on another FORD forum thread EDMUNDS.

After reading post 198: I called the NH TSB and filed a complaint. I figure twenty minutes of my time my save my life and someone else. Additionally, it may prompt FORD to recall and save me money. PLEASE take a moment and call, they are very friendly and patient the NATIONAL HIGHWAY TRANSPORTATION AND SAFETY BOARD, aka...NH TSB.

THE CAR LUNGES FORWARD OR BACKWARD DEPENDING IF YOU ARE IN DRIVE OR REVERSE. IT IS SO FAST YOU HAVE TO BRAKE WITH BOTH FEET AND PULL AGAINST STEERING WHEEL TO STOP CAR. CAR TRIPS INTO FAILSAFE MODE AFTER THIS HAPPENS (WOULD BE TOO LATE, YOU WOULD HAVE HIT SOMETHING BY THEN)DEALER SAYS IT IS THE BAD THROTTLE BODY. SEEMS TO BE A SYSTEMIC PROBLEM WITH FREESTYLE 2005-2007? VERY DANGEROUS A MATTER OF TIME BEFORE SOMEONE IS RUN OVER OR

KILLED WITH VEHICLE

TL CONTACT OWNS A . THE CONTACT STATED THAT WHILE DRIVING 35 MPH THE VEHICLE SURGED FORWARD AND SHIFTED INTO FAIL SAFE MODE WHICH REDUCED THE POWER OF THE VEHICLE. THE CONTACT DROVE THE VEHICLE TO AN AUTO RETAIL STORE FOR DIAGNOSTIC TESTING AND THE RESULTS INDICATED THAT THE THROTTLE BODY FAILED. THE NEXT DAY THE VEHICLE SURGED AND SHIFTED INTO FAIL SAFE MODE AGAIN. THE CONTACT HAS NOT TAKEN THE VEHICLE TO THE DEALER BUT NOTICED NUMEROUS COMPLAINTS ON THE THROTTLE BODY. THE CONTACT CALLED THE MANUFACTURER AND SINCE THE VEHICLE WAS OUT OF WARRANTY THE MANUFACTURER COULD NOT PROVIDE ASSISTANCE. THE CONTACT STATED THAT THE VEHICLE WAS UNSAFE TO DRIVE. THE FAILURE MILEAGE WAS 91,346.

9/14/2010 - WEST END, NC

TL* THE CONTACT OWNS A . THE CONTACT WAS DRIVING APPROXIMATELY 5 MPH IN A PARKING LOT. AS THE CONTACT DEPRESSED THE BRAKE PEDAL, THE VEHICLE ABNORMALLY ACCELERATED. THE CONTACT WAS ABLE TO STOP THE UNINTENDED ACCELERATION AS HE APPLIED THE BRAKES. THERE WAS ALSO AN ABNORMAL INCREASE IN BRAKING DISTANCE. THE FAILURE WOULD ALSO OCCUR WHEN IN REVERSE. THE DEALER ADVISED HAVING A DIAGNOSTIC TEST PERFORMED BEFORE PROCEEDING WITH ANY REPAIRS. THE VEHICLE WAS NEITHER DIAGNOSED NOR REPAIRED. THE FAILURE MILEAGE WAS 75,000.

9/13/2010 - DALLAS, GA

MY JUST ALL OF A SUDDEN TOOK OFF WHEN I PUT IT IN REVERSE. I ALMOST HIT ANOTHER CAR IN THE PARKING LOT!!!!. SINCE THEN IT DOES IT RANDOMLY SEVERAL TIMES A WEEK AND NOW IT EVEN DOES IT WHEN YOU PUT IT IN DRIVE. I HAVE TO BE VERY CAREFUL IN PARKING LOTS AND IN TRAFFIC. THIS IS VERY DANGEROUS AND FORDS NEEDS TO RECALL THIS DANGEROUS DEFECT.

9/11/2010 - PENSACOLA, FM

- I AM HAVING PROBLEMS WITH THE CAR RANDOMLY LURCHING IT HAS HAPPENED WHILE BACKING UP AND MOVING FORWARD - AFTER THE LURCH IT MAY BE FINE OTHER TIMES IT SHUTS OFF OR THE CAR GOES INTO FAIL SAFE MODE. PARTICULAR WORRIES ME WHILE BACKING UP IN PARKING LOTS AND SUCH WORRIED IT WOULD CAUSE ME TO HIT SOMEONE/ SOMETHING. IT HAS DONE THIS ON QUITE A FEW OCCASSIONS OVER SEVERAL MONTHS AND SEEMS TO HAVE BECOME WORSE DURING THE HOTTER MONTHS.

9/4/2010 - RALEIGH, NC

THIS CAR HAS AN APPARENTLY WELL-KNOWN ISSUE WITH THE THROTTLE BODY FAILING, CAUSING: A) SUDDEN UNCONTROLLED ACCELERATION FROM A STOP, AND B) SUDDEN LOSS OF POWER WHEN TRAVELING DOWN THE ROAD AT HIGHWAY SPEEDS. MY WIFE EXPERIENCED BOTH PROBLEMS

YESTERDAY. FIRST, WITH MY WIFE'S FOOT ON THE BRAKE, THE FREESTYLE LUNGED FORWARD AND ALMOST REAR-ENDED ANOTHER CAR THAT HAD CHILDREN LOADING INTO IT, WHILE IN SCHOOL CARPOOL LINE. THEN, WHILE MAKING HER WAY IMMEDIATELY TO THE FORD DEALERSHIP -- WITH MY TWO CHILDREN -- THIS UNCONTROLLED LUNGING FROM A DEAD STOP CONTINUED AT INTERSECTIONS; AND WHILE TRAVELING AT SPEED, IN TRAFFIC, THE CAR WOULD SUDDENLY LOSE ALL POWER. THE SUDDEN LUNGE MAKES IT LIKELY YOU'LL HIT A PEDESTRIAN OR REAR-END THE CAR IN FRONT OF YOU; THE SUDDEN LOSS OF POWER MAKES IT LIKELY YOU'LL BE THE RECIPIENT OF A REAR-END COLLISION. THE REPAIR IS COSTING US \$730. IT'S THE THROTTLE BODY, OF COURSE. AND I'VE ASKED THE DEALERSHIP TO GIVE ME BACK THE OLD PART, SO YES, I SHOULD HAVE THAT AVAILABLE WHEN I GET THE CAR BACK. *** IMPORTANT *** THIS IS A WELL-KNOWN ISSUE TO BOTH FORD AND THE ODI OF THE NHTSA. THERE ARE HUNDREDS OF MATCHING, PUBLICLY FILED COMPLAINTS DOCUMENTING THIS CHILLING SAFETY ISSUE IN THIS VERY SAME ODI DATABASE TO WHICH I AM SUBMITTING THIS MIRROR COMPLAINT. WHEN SHOULD WE EXPECT TO SEE SOME ACTION FROM THE ODI/NHTSA AND/OR FORD ON THIS???????? I WANT MY MONEY BACK BUT I ALSO WANT FORD TO FIX THIS, NOT JUST ON MY CAR, BUT ON ALL THE OTHER FAMILYS' CARS THAT HAVE THIS *L-KNOWN** SAFETY DEFECT!!!!!!!!!!

9/3/2010 - CASTRO VALLEY, CA

WHEN AT A DEAD STOP OR ACCELERATING SLOWLY (AS IN PULLING INTO OR OUT OF A PARKING SPACE), THE ENGINE WILL SUDDENLY SURGE, REQUIRING HARD BRAKING. THIS HAS ALMOST CAUSED ACCIDENTS AT MULTIPLE TIMES. THIS HAS BEEN A PROBLEM THIS ENTIRE SUMMER. THE 9/2/10 DATE WAS WHEN IT WAS PARTICULARLY BAD AND PERSISTENT. OMINOUSLY, THE TYPICAL SETTING DESCRIBES THE SITUATION WHEN IN THE LINE OF CARS WHEN PICKING UP OUR DAUGHTERS AT SCHOOL.

9/2/2010 - BUCYRUS, OH

I OWN A . WE HAVE BEEN EXPERIENCING A PROBLEM WITH OUR CAR GOING INTO FAIL SAFE MODE. THIS HAS HAPPEN BACKING UP AFTER FIRST STARTING OUT, BUT HAS ALSO OCCURRED COMING TO A STOP AT INTERSECTIONS. THE VEHICLE LUNGES FORWARD OR BACKWARD AND THEN DISPLAYS THE FAIL SAFE. IN FAIL SAFE, THE VEHICLE WILL NOT ACCELERATE. THE VEHICLE MUST BE TURNED OFF AND RESTARTED TO CORRECT THE CONDITION. THE "LUNGING" AND/OR LACK OF ACCERELATION WHEN NEEDED IN SAFE MODE ARE DANGEROUS SITUATIONS. I HAVE NOT YET SOUGHT REPAIRS. THIS ISSUE HAS OCCURRED QUITE OFTEN LATELY. I WILL BE FORCED TO SEEK PROFESSIONAL ASSISTANCE AS IT BECOMES PROGRESSIVELY WORSE. I PURCHAED THE VEHICLE NEW IN MARCH 2006. THE MILAGE IS NOW 54,280. THIS CONDITION FIRST BEGAN WITHIN THE PAST 6 MONTHS

8/31/2010 - ROUND LAKE BEACH, IL

MY SUDDENLY ACCELERATES WHEN MY A/C IS RUNNING AND I'M APPLYING OR RELEASING MY BRAKES - USUALLY WHEN PULLING INTO A PARKING SPOT OR BACKING UP.

8/30/2010 - GARRETT, IN

LIMITED AWD, APPROX 80,000 MILES. WITH FOOT ON BRAKE, CAR SURGES OR LUNGES WHEN NOT PRESSING ON THE ACCELERATOR. THIS IS A DANGEROUS CONDITION THAT NEEDS A RECALL FIX PUT IN PLACE. NOTICED THAT THE RPM GAUGE JUMPS UP ABOUT 200 TO 300 RPM, ENOUGH TO OVERCOME THE BRAKES. THIS HAPPENS IN FORWARD OR REVERSE. THIS IS DANGEROUS TO PEDESTRIANS AND WHEN ENTERING INTERSECTIONS. THIS HAPPENS INTERMITTENTLY, AND HAS OCCURRED WEEKLY OVER THE LAST 3 SUMMER MONTHS FOR US. THE CONSEQUENCES OF FAILURE ARE THAT THE VEHICLE IS NOT UNDER DRIVER CONTROL FOR ABOUT 4 SECONDS, SURGING THE VEHICLE FORWARD OR REVERSE. TO CORRECT THE FAILURE, I HAVE REPLACED THE AIR FILTER (NO EFFECT) AND INSPECTED THE MAF (CLEAN), DONE SOME INTERNET RESEARCH, AND WILL BE CONTACTING THE FORD DEALER. THE BEST 3RD PARTY DESCRIPTION I HAVE SEEN IS THAT THE ELECTRONIC THROTTLE FAILS WHEN VEHICLE IS PLACED IN GEAR WITH THE A/C ON. IN FAILURE MODE, THE THROTTLE HAS BEEN SEEN TO OPEN AT 16 TO 18% WITH NO FOOT ON THE ACCELERATOR. OTHERS SAY FORD HAS A NEWLY DESIGNED THROTTLE PART THAT IS HARD TO GET AND COSTS \$800. SOME SAY A COMPUTER FIRMWARE UPDATE IS ALSO NEEDED WITH THE NEW PART TO CORRECT THIS DANGEROUS CONDITION.

8/27/2010 - BONITA SPRINGS, FL

I OWN A AND OVER THE PAST 6 MONTHS IT HAS SURGED UNEXPLAINABLY A DOZEN PLUS TIMES, TO A POINT WHERE MY WIFE IS AFRAID TO DRIVE IT. THIS HAS HAPPENED BOTH SOON AFTER THE CAR HAS BEEN STARTED AND, WITH A FOOT ON THE BREAK, THE CAR IS PUT INTO D OR R. THANKFULLY THE CAR BREAK WAS APPLIED. IT HAS ALSO HAPPENED TO ME WHILE BRAKING AT SPEEDS OF 40+ MPH AND HAS MADE IT DIFFICULT TO STOP TO A POINT I HAD TO PUT THE CAR IN N TO SLOW IT. I HAVE 4 KIDS AND THESE UNEXPLAINED SURGES SURELY ARE OF GREAT CONCERN. I BROUGHT THE CAR TO THE LOCAL FORD DEALERSHIP AND THEY SAID IT WAS THE AFTERMARKET AIRFILTER AND THAT THEY COULDN'T REPLICATE THE PROBLEM.

8/26/2010 - HENDERSON, NV

. 3 DIFFERENT INCIDENTS WHEN THE CAR WAS STOPPED, LURCHED FORWARD AND THEN THE DASHBOARD LIGHT CAME ON READING "ENGINE SAFE FAILED" TURNED CAR OFF AND RESTARTED. 3RD TIME IT HAPPENED THE CHECK ENGINE LIGHT REMAINED ON WITH THE EMISSIONS LIGHT ON THE DASHBOARD. TOOK CAR TO DEALERSHIP TO BE SERVICED. WE ARE NOW TOLD THE THROTTLE BODY NEEDS TO BE REPLACED AND THE ELECTRIC SYSTEM NEEDS TO BE REBOOTED. THE CAR ONLY HAS 58,000 MILES AND WE PURCHASED ONLY 30 DAYS AGO USED.

8/25/2010 - DESERT HOT SPRINGS, CA

TL* THE CONTACT OWNS A [REDACTED]. THE CONTACT STATED THAT WHEN SITTING IDLE AT A STOP OR ATTEMPTING TO BRAKE, THE VEHICLE WOULD SUDDENLY ACCELERATE. THE FAILURE OCCURRED FOUR TIMES SINCE JUNE 2010. THE CONTACT WAS ABLE TO ABRUPTLY DEPRESS THE BRAKE PEDAL AGAIN TO STOP THE UNINTENDED ACCELERATION. THE VEHICLE WAS NOT INSPECTED OR REPAIRED. THE MANUFACTURER WAS NOT CONTACTED. THE FAILURE MILEAGE WAS APPROXIMATELY 75,000 AND THE CURRENT MILEAGE WAS APPROXIMATELY 80,000.

8/24/2010 - RUSSELLVILLE, AR

I HAVE [REDACTED]. THE PROBLEM IS THAT WITH YOUR FOOT ON THE BRAKE IT WILL SURGE FORWARD OR REVERSE DEPENDING ON WHAT GEAR YOU HAVE IT IN. I'VE RESEARCHED THIS ONLINE AND FOUND MANY PEOPLE WITH THE SAME PROBLEM. SOMETHING NEEDS TO BE DONE BEFORE SOMEONE GETS HURT OR KILLED.

[REDACTED]

254

Org. Est. # 001066
 ARD000083889
 CAL# 000123111

INVOICE

Print Date : 02/04/2011

San Jose, CA
 Cellular
 Cust ID : 212

Ref # :

2005 Ford - Freestyle Limited
 3.0L, V6, VIN (1)

Lic # :

Odometer In : 63402

Unit # :

Vin # : 1FMZK04165G

Hat # :

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
Engine mount (anti-roll) 5F9Z 6068 CA	1.00	292.17	292.17	Customer complaint/concern: Customer requests estimate for replacement of upper torque mount. Replace anti-roll mount	98.00

[Technicians : Lindsey, Shane]

Org. Estimate \$417.20 Revisions \$0.00 Current Estimate \$ 417.20 Additional Cost Revised Estimate

Labor:	98.00
Parts:	292.17
Sublet:	0.00
Sub:	390.17
Tax:	27.03
Total:	417.20
Bal Due:	\$417.20

[Payments -]

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

FORD:
2005 Freestyle

This article supersedes TSB **04-24-02** to update the vehicle build date information only.

ISSUE

Some 2005 Freestyle vehicles equipped with a 3.0L 4-valve engine and the continuously variable transaxle (CVT), built on or before 10/13/2004, may exhibit intermittent driveability concerns on deceleration, and/or during turning maneuvers, with the engine at normal operating temperature.

ACTION

Reprogram the powertrain control module (PCM) to the latest calibration using WDS release B34.4 or higher. Calibration files may also be obtained at www.motorcraft.com.

WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage

OPERATION	DESCRIPTION	TIME
050602A	2005 Freestyle: Check For Diagnostic Trouble Codes And Reprogram The Powertrain Control Module (Includes Time For Road Test To Verify Concern) (Do Not Use With 12650D, 12650D84)	0.7 Hr.

DEALER CODING

BASIC PART NO.
RECAL

CONDITION
CODE
04

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

March 4, 2011

Ms. Tina Revoir
Legal Analyst-OGC Product Claims
Ford Motor Company
PO Box 70
Dearborn, Michigan 48121-0070

MAR 6 2011

Dear Ms. Revoir:

Thank you for your letter dated January 31, 2011 regarding my 2005 Freestyle (VIN 1FMZK04165GA35625).

On January 8, 2011 at approximately 9:00 am, I was involved in an accident in the parking lot of the YMCA, located at The Alameda and Naglee Avenue, San Jose. I was attempting to park my 2005 Ford Freestyle and was partially in the parking stall. My vehicle suddenly shot forward with sufficient velocity that I drove through and over a tree (6 to 8 feet high with a trunk diameter of approximately 3 inches), hit a parked 2000 Honda and knocked that Honda into an adjacent 2004 Honda.

A photo of the accident scene is enclosed. The space that I was pulling into is where the white car on the left side of the photo is located. Approximately one-third of the way into the space, my vehicle suddenly accelerated, hitting the tree (tree in the photo is a newly planted one) and the right front of the 2000 Honda (where the Nissan truck is in the photo). The 2004 Honda was parked to the left side of the 2000 Honda.

I have filed a claim with State Farm Insurance Company, PO Box 25005, Bakersfield, CA 93390-5005, regarding this accident. I have provided their claim department with your name and address in the event they wish to pursue subrogation. I have requested they forward the photographs of damage to you inasmuch as the body shop which performed the repairs on my vehicle was only able to release the photos to State Farm. State Farm has refused to provide me with their investigation report describing it as a Privileged Work Product.

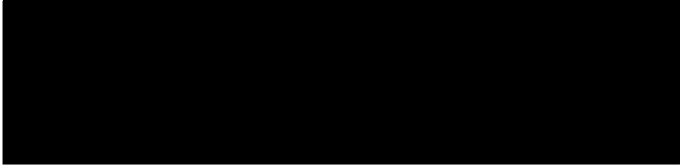
Enclosed with this letter you will find a copy of the final bill from Michael J's Body Shop which details the mechanical repairs and body work which was performed on my vehicle. State Farm is covering the bill from Michael J's Body Shop, with the exception of \$1,000 deductible, which I have paid. Also enclosed is a copy of the bill from Frontier Ford for inspection of the throttle body and rebooting of the computer controlling the throttle body. I have paid Frontier Ford \$284 for this work. Also enclosed is a copy of the bill from John's Bascom Automotive for replacement of the engine mount. I was forced to pay for the engine mount (\$417) inasmuch as State Farm states it could have been loosened by wear rather than the jolt of the impact. The vehicle had only 63,402 miles on it, so I doubt the engine mount was worn. The rental car from Hertz from January 8 through January 25, 2011 cost me \$59; State Farm paid 80% of the rental car cost so I do not have the Hertz bill to send to you.

State Farm initially decided I failed to maintain proper control of the vehicle. I have filed a request for reconsideration of liability. I am certain this accident occurred as a result of the throttle problem, and the accident should be classified as mechanical failure of vehicle. While in the process of pulling into a parking stall, speed is very slow, and generally the brake is gently applied to hold the vehicle speed to less than the normal non-accelerated idle speed (approximately 5 miles per hour). This parking stall is 12 feet in length with an additional several inches of dirt around the tree. From my position of being partially into the stall, even if I had accidentally failed to brake or stepped on the gas, I would not have achieved sufficient speed to have caused the amount of damage that was done.

I am enclosing copies of complaints submitted by other 2005 Ford Freestyle drivers who have experienced this same sudden acceleration problem. You will notice that the problem often occurs at very slow speeds and in parking lots.

I am requesting from Ford Motor Company reimbursement of my expenses, which total \$1760. For the benefit of other Ford Freestyle drivers, as well as any vehicles or buildings or pedestrians they encounter, I am requesting that Ford Motor Company, with or without the impetus of the National Highway Traffic Safety Administration, address this problem and, if necessary, issue a recall.

Thank you for your attention to this matter.



San Jose, CA [redacted]

Cc: State Farm Insurance



Date: 1/21/2011 05:49 PM
 Estimate ID: 05-B392-84201
 Estimate Version: 1
 Supplement: 1 (F F) 1/21/2011 05:48:35 PM
 Preliminary
 Profile ID: * STATE FARM

FINAL BILL

MICHAEL J'S BODY SHOP INC.

597 W. Taylor St., San Jose, CA 95110
 (408) 279-2070
 Fax: (408) 279-2090
 Email: jeffryan@mjscollision.com
 Tax ID: 54-2190888 BAR #: c2846025 EPA #: CAL000349823

Damage Assessed By: Pedro Sanchez
 Supplemented By: Pedro Sanchez

Appraised For: 3TEAM REP
 (800) 440-6175

Type of Loss: Collision (Spec)
 Date of Loss: 1/ 8/2011
 Accident Date: 1/ 8/2011
 Deductible: 1,000.00
 Claim Number: 05-B392-84201

Insured: [REDACTED]
 Owner: [REDACTED]
 Address: [REDACTED], SAN JOSE, CA [REDACTED]
 Telephone: Home Phone: [REDACTED]

Mitchell Service: 910309

Description: 2005 Ford Freestyle SE
 Body Style: 4D Ut
 VIN: 1FMZK04165G [REDACTED]
 Mileage: 63,267
 OEM/ALT: O
 Color: SILVER-GOLD
 Options: VEHICLE ANTI-THEFT, PASSENGER AIRBAG, DRIVER SIDE AIRBAG, POWER DRIVER SEAT
 POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER, CRUISE CONTROL
 TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS., ALUM/ALLOY WHEELS, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, AUTO AIR CONDITION
 FIRST ROW BUCKET SEAT, SECOND ROW BUCKET SEAT, KEYLESS ENTRY
 SECOND ROW FOLDING SEAT, THEATER STYLE SEATING, THIRD ROW SEAT
 REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT
 AUTOMATIC LOAD-LEVELING, ULEV/SULEV/ZLEV EMISSIONS
 ADAPTIVE AUTOMATIC TRANSMISSION, TACHOMETER
 PASSENGER AIRBAG CUTOFF SWITCH/SENSOR

Vehicle Production Date: 1/05
 Drive Train: 3.0L Inj 6 Cyl AWD
 License: [REDACTED] CA
 Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	002119	BDY	OVERHAUL	Frnt Bumper Assy			0.7 #
2	000001	BDY	REMOVE/REPLACE	Frnt Upr Bumper Cover	Remanufactured	277.00	* INC #
3		REF	REFINISH	Frnt Upr Bumper Cover			C 1.6
4	000003	BDY	REMOVE/REPLACE	Frnt Lwr Bumper Cover	Remanufactured	277.00	* INC #
5		REF	REFINISH	Frnt Lwr Bumper Cover			C 1.6
S1 6	002333	BDY	REMOVE/REPLACE	R Frnt Bumper Bracket	5F9Z 17C947 AA	38.67	INC
<u>Grille</u>							
7	002172	BDY	REMOVE/INSTALL	Grille Assy			INC
8	000014	BDY	REMOVE/REPLACE	Grille	5F9Z 8200 AAA	102.77	0.1
<u>Front Lamps</u>							
9	002340	BDY	REMOVE/REPLACE	R Front Combination Lamp Assembly	6F9Z 13008 A	182.88	INC #

ESTIMATE RECALL NUMBER: 01/11/2011 19:09:30 05-B392-84201
 Mitchell Data Version: OEM: DEC_10_V
 UltraMate Version: 7.0.225
 UltraMate is a Trademark of Mitchell International
 Copyright (C) 1994 - 2010 Mitchell International
 All Rights Reserved

10	BDY	CHECK/ADJUST	Headlamps				0.4
11							
12			Used Parts N/A				
13			Parts Planet Quote #624385				
14			888-967-2787 Brad				
15			Action Auto Parts. Parts Not Cost Effective				
16			Quote #308062				
17			408-225-5553 Nate				
18							
				<u>Hood</u>			
19	000039	BDY	REPAIR	Hood Panel (Alum)	Existing		1.0*
20		REF	REFINISH	Hood Outside			C 2.6
				<u>Front Fender</u>			
21	000128	BDY	REMOVE/REPLACE	R Fender Panel	5F9Z 16005 AA	335.30	3.4 #
22		REF	REFINISH	R Fender Outside			C 1.6
23		REF	REFINISH	R Add To Edge Fender			C 0.5
24	000130	BDY	REMOVE/REPLACE	R Fender Insulator	8F9Z 16E098 A	21.70	
S1 25	000136	BDY	REMOVE/REPLACE	R Fender Liner	5F9Z 16102 AA	75.35	INC
26	000633	BDY	REMOVE/REPLACE	R Fender Wheel Opening Mldg	5F9Z 16038 CAPTM	272.55	0.5 #
27		REF	REFINISH	R Fender Wheel Opening Mldg			C 1.0
				<u>Front Inner Structure</u>			
28	000144	BDY	REPAIR	Front Body Radiator Support	Existing		1.0* #
29		REF	REFINISH/REPAIR	Front Body Radiator Support			0.5*
30	000161	BDY	REPAIR	R Front Body Front Reinf -S	Existing		1.0*
31		REF	REFINISH/REPAIR	R Front Body Front Reinf -S			0.5*
				<u>Air Bag System</u>			
32	002769	MCH	REMOVE/INSTALL	R Air Bag Impact Sensor -M	Existing		0.3 #r
				<u>Wheel</u>			
33	002131	BDY	REMOVE/INSTALL	Spare Tire/Wheel			0.2
34	000220	BDY	REMOVE/REPLACE	Wheel	Remanufactured	185.00	* 0.3
				<u>Front Suspension</u>			
35	002461	MCH	REMOVE/REPLACE	R Lwr Frt Susp Control Arm Assy -M	5F9Z 3078 BA	298.52	1.4 #
S1 36	000258	MCH	REMOVE/REPLACE	R Frt Susp Control Arm Bushing -M	5F9Z 3C377 AB	14.65	0.2 #
S1 37	000262	MCH	REMOVE/REPLACE	R Frt Susp Control Arm Bracket -M	8A8Z 3C339 A	139.98	INC #
				<u>Front Steering Linkage/Gear</u>			
S1 38	000297	MCH	REMOVE/REPLACE	R Inr Steering Tie Rod -M	8G1Z 3280 B	33.05	* 0.6 #
39	000295	MCH	REMOVE/REPLACE	R Otr Steering Tie Rod End -M	9G1Z 3A130 A	41.18	INC
				<u>Rocker/Pillars/Floor</u>			
40	002244	BDY	REMOVE/INSTALL	R Rocker Moulding			INC
				<u>Front Door</u>			
41	002294	REF	BLEND	R Frt Door Outside			C 0.9
42	002250	BDY	REMOVE/INSTALL	R Frt Rear View Mirror			INC #
43	002252	BDY	REMOVE/INSTALL	R Frt Otr Belt Moulding			0.5 #
44	002950	BDY	REMOVE/REPLACE	R Frt Door Adhesive Moulding	8F9Z 7420878 CAPTM	208.82	0.2
45		REF	REFINISH	R Frt Door Moulding			C 0.6
46	001369	BDY	REMOVE/INSTALL	R Frt Otr Door Handle			0.6 #
				<u>Additional Costs & Materials</u>			
47	936014		ADD'L COST	Flex Additive		4.00	*
				<u>ADDITIONAL OPERATIONS</u>			
48		REF	ADD'L OPR	Clear Coat			2.4
				<u>ADDITIONAL REFINISH OPERATIONS</u>			
S1 49	933017	BDY *	ADD'L OPR	FINISH SAND & BUFF			2.0*
				<u>Additional Costs & Materials</u>			
50			ADD'L COST	Paint/Materials		387.00	*
51			ADD'L COST	Hazardous Waste Disposal		3.70	*
				<u>MANUAL ENTRIES</u>			

ESTIMATE RECALL NUMBER: 01/11/2011 19:09:30 05-B392-84201

Mitchell Data Version: OEM: DEC_10_V

UltraMate is a Trademark of Mitchell International
 Copyright (C) 1994 - 2010 Mitchell International

UltraMate Version: 7.0.225

All Rights Reserved

52	900500	BDY *	REMOVE/REPLACE	Corrosion Protection	New	3.00	* 0.2*
53	900500	REF *	REMOVE/REPLACE	Cover Car For Overspray	New	5.00	* 0.0*
54	900500	BDY *	ADD'L LABOR OP	Color Tint	Existing		1.0*
55				Needed For Two Tone			
56	900500	REF *	REFINISH/REPAIR	Hood Modified Refinish	Existing		-1.5*
57	900500	REF *	REMOVE/REPLACE	Mask Engine Compartment For Overspray	New	4.00	* 0.4*
58	900500	BDY *	REPAIR	A/C Receiver/Dryer Bracket	Existing		0.3*
59		REF	REFINISH/REPAIR	A/C Receiver/Dryer Bracket			0.2*

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Estimate Totals

<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">I. Labor Subtotals</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Units</td> <td style="width: 10%; text-align: center;">Rate</td> <td style="width: 10%; text-align: center;">Add'l Labor Amount</td> <td style="width: 10%; text-align: center;">Sublet Amount</td> <td style="width: 10%; text-align: center;">Totals</td> </tr> <tr> <td>Body</td> <td></td> <td style="text-align: center;">13.4</td> <td style="text-align: center;">70.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: right;">938.00</td> </tr> <tr> <td>Refinish</td> <td></td> <td style="text-align: center;">12.9</td> <td style="text-align: center;">70.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: right;">903.00</td> </tr> <tr> <td>Mechanical</td> <td></td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">70.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: right;">175.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">Non-Taxable Labor</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">2,016.00</td> </tr> <tr> <td>Labor Summary</td> <td></td> <td style="text-align: center;">28.8</td> <td></td> <td></td> <td></td> <td style="text-align: right;">2,016.00</td> </tr> </table>	I. Labor Subtotals		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	Body		13.4	70.00	0.00	0.00	938.00	Refinish		12.9	70.00	0.00	0.00	903.00	Mechanical		2.5	70.00	0.00	0.00	175.00							Non-Taxable Labor							2,016.00	Labor Summary		28.8				2,016.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">II. Part Replacement Summary</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">Amount</td> </tr> <tr> <td>Taxable Parts</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">2,516.42</td> </tr> <tr> <td>Sales Tax</td> <td style="text-align: center;">@</td> <td></td> <td style="text-align: center;">9.250%</td> <td></td> <td></td> <td style="text-align: right;">232.77</td> </tr> <tr> <td colspan="6">Total Replacement Parts Amount</td> <td style="text-align: right;">2,749.19</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">III. Additional Costs</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">Amount</td> </tr> <tr> <td>Taxable Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">394.70</td> </tr> <tr> <td>Sales Tax</td> <td style="text-align: center;">@</td> <td></td> <td style="text-align: center;">9.250%</td> <td></td> <td></td> <td style="text-align: right;">36.51</td> </tr> <tr> <td colspan="6">Total Additional Costs</td> <td style="text-align: right;">431.21</td> </tr> </table> <p>Paint Material Method: Rates Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00</p>	II. Part Replacement Summary						Amount	Taxable Parts						2,516.42	Sales Tax	@		9.250%			232.77	Total Replacement Parts Amount						2,749.19	III. Additional Costs						Amount	Taxable Costs						394.70	Sales Tax	@		9.250%			36.51	Total Additional Costs						431.21
I. Labor Subtotals		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals																																																																																																				
Body		13.4	70.00	0.00	0.00	938.00																																																																																																				
Refinish		12.9	70.00	0.00	0.00	903.00																																																																																																				
Mechanical		2.5	70.00	0.00	0.00	175.00																																																																																																				
						Non-Taxable Labor																																																																																																				
						2,016.00																																																																																																				
Labor Summary		28.8				2,016.00																																																																																																				
II. Part Replacement Summary						Amount																																																																																																				
Taxable Parts						2,516.42																																																																																																				
Sales Tax	@		9.250%			232.77																																																																																																				
Total Replacement Parts Amount						2,749.19																																																																																																				
III. Additional Costs						Amount																																																																																																				
Taxable Costs						394.70																																																																																																				
Sales Tax	@		9.250%			36.51																																																																																																				
Total Additional Costs						431.21																																																																																																				

	I.	Total Labor:	2,016.00
	II.	Total Replacement Parts:	2,749.19
	III.	Total Additional Costs:	431.21
		Gross Total:	5,196.40
	IV.	Total Adjustments:	1,000.00-
		Net Total:	4,196.40
		Less Original Net Total:	3,766.96
		Net Supplement Amount:	429.44
		S1: Pedro Sanchez	429.44

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Date: 1/21/2011 05:49 PM
Estimate ID: 05-B392-84201
Estimate Version: 1
Supplement: 1 (F F) 1/21/2011 05:48:35 PM
Preliminary
Profile ID: * STATE FARM

Point(s) of Impact

1 Right Front Corner (P)

Insurance Co: State Farm Insurance

Inspection Site: MICHAEL J'S BODY SHOP 597 W TAYLOR ST

Body Shop: MICHAEL J'S BODY SHOP INC
Address: 597 W TAYLOR STREET
SAN JOSE, CA 95110

Cycle Time Information

Drop Off Date and Time: 1/ 8/2011 Time: 11:00
Promise Date: 1/17/2011

Repair Dates:
Start Date: 1/10/2011

Is Vehicle Driveable (Y/N)? N
Assisted With Rental (Y/N)? Y

ESTIMATE RECALL NUMBER: 01/11/2011 19:09:30 05-B392-84201
Mitchell Data Version: OEM: DEC_10_V UltraMate is a Trademark of Mitchell International
Copyright (C) 1994 - 2010 Mitchell International
UltraMate Version: 7.0.225 All Rights Reserved



Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

January 31, 2011

[REDACTED]
SAN JOSE, CA [REDACTED]

RE: 2005 Freestyle

VIN: 1FMZK04165C [REDACTED]

Dear [REDACTED]:

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a timely manner.

If you have turned any portion of this matter over to your insurance company, and should your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you have not turned this over to your insurance company, and you intend to pursue a claim directly with Ford Motor Company, we request that you provide us with all the following information by completing and returning this form:

- Attach on a separate piece of paper a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- A copy of the police report. *Police did not respond*
- A copy of the vehicle title and registration.
- Original color photographs of the vehicle's collision damage & the alleged defective part(s), **from several different angles.**
- Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- Original color photographs of the accident scene showing the grade of the road.
- Attach a copy of your expert's report and the expert's original photographs.
- A statement from your insurance company indicating there are no pending claims and the reason for the denial.
- Attach the repair estimate or repair order.
- A copy of this letter.

You may mail the documents to my attention at the address listed on this letter. Ford Motor Company is committed to providing you with a fair and expeditious response, so please be sure to provide us with all of the requested information as soon as possible.

Please answer the following in the space provided. If you need additional space, please use the back of the form:

1. What are you seeking from Ford Motor Company in this matter? *My expenses - \$1760*
2. What is the alleged defect? *Throttle Body / Computer*

3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. What was the city, state and date of occurrence? San Jose CA 1-8-11
5. What was the mileage at time of occurrence? 63267
6. List all after market additions or modifications that were made to the vehicle: None


7. Was the engine running? (circle one) Yes or No
8. Were the keys in the ignition? (circle one) Yes or No
9. Was this vehicle purchased new or used? Used
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: 2-8-06 26975 Hertz Corp.
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information). In my possession

12. Has an insurance company been advised of this incident? (circle one) Yes or No
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number (It is your responsibility to contact your insurance company):
State Farm PO Box 25005 Bakersfield CA 93390
Team 3 - Claim # 05-0392-842
14. Please provide the names and contact information of any witnesses to the incident: None known

Once we are in receipt of the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,

 Tina Revoir
 Legal Analyst- OGC Product Claims

Jim,

What is the customer alleging is the cause of the accident?

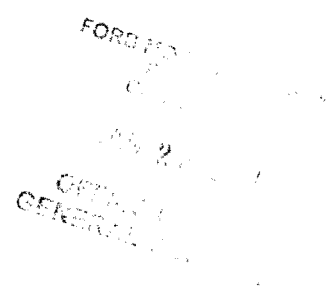
From: dcpform@ford.com [mailto:dcpform@ford.com]
Sent: Monday, January 24, 2011 6:37 PM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: jlauterbach@frontierford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Frontier Ford
Requesting Dealer Fleet: 07891
PA Code: 07891
Contact Person: Jim Lauterbach
Title: Service Manager
Phone Number: 4085576320
Fax Number: 4085576402
Email: jlauterbach@frontierford.com
Region: San Francisco
Address: 3701 Stevens Creek Blvd.
City: Santa Clara
State: California
Zip Code: 95051



CUSTOMER VEHICLE INFORMATION:

WSD: 020805
Vehicle Year: 2005
Vehicle Model: Freestyle
Vehicle VIN: 1fmzk04165g [REDACTED]
Mileage: 63272
customer Fleet Name: [REDACTED]
Street Address: [REDACTED]
City : San Jose
State : California
Zip Code : [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]

Customer Region: San Francisco

DETAILS OF INCIDENT:

Accident
Date of Incident: 2011-01-24
County incident occurred: ???
 Is customer alleging a component defect CAUSED the incident? YES
Details: ???
 Was a police report filed? NO

1/25/2011

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: Drove in to our Service Drive.

Attorney information:

CVO Contact:

Resolution Customer is seeking: Do not know anything other than the customer mentioned to the Service Advisor that she was in an accident and believes that this was the cause.

Comments: We do not know any details of the accident we are just documenting this because the customer told her Service Advisor that this was the reason for her visit.

Copyright 2011 Ford Motor Company

1/25/2011



CT CORPORATION
A WoltersKluwer Company

**Service of Process
Transmittal**
10/27/2005
Log Number 510654546

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

RE: Process Served in New Jersey

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED], Plff. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED: Summons, Track Assignment Notice, Complaint, Jury Demand, Certification of Notice and Exhibits
COURT/AGENCY: Bergen County, Superior Court of New Jersey, Law Division, NJ
Case # L-6836-05
NATURE OF ACTION: Product Liability Litigation - Breach of Warranty
ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, NJ
DATE AND HOUR OF SERVICE: By Process Server on 10/27/2005 at 12:00
APPEARANCE OR ANSWER DUE: 35 days
ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt
Kimmel & Silverman, P.C.
Executive Quarters
1930 E. Marlton Pike
Suite T11
Cherry Hill, NJ, 08003
ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day, 791252335742
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:
PER: The Corporation Trust Company
Tyeasha Weaver
ADDRESS: 820 Bear Tavern Road
3rd Floor
West Trenton, NJ, 08628
609-538-1818
TELEPHONE:

PREPARED BY

5 OCT 31 P 3:52

OFFICE OF THE
GENERAL COUNSEL

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

Miriam R. Stiefel	
	Plaintiff(s)
vs.	
Ford Motor Company	
	Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

DOCKET NO. L 6836-05
CIVIL ACTION

Summons

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

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

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

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

Dated: October 3, 2005

Donald Phelan
Superior Court Clerk

Name of Defendant to be Served: Ford Motor Company
Address of the Defendant to be Served: 820 Bear Tavern Road Suite 305 West Trenton, NJ 08628
* \$105.00 FOR CHANCERY DIVISION CASES OR \$135.00 FOR LAW DIVISION CASES

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 527-2600
COURT HOURS

DATE: OCTOBER 03, 2005
RE: STIEFEL VS FORD MOTOR COMPANY
DOCKET: BER L -006836 05

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

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

THE PRETRIAL JUDGE ASSIGNED IS: HON LAWRENCE D. SMITH

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (201) 527-2600.

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

ATTENTION:

ATT: JACQUELIN C. HERRITT
KIMMEL & SILVERMAN
1930 EAST STATE HIGHWAY 70
EXECUTIVE NEWS SUITE 111
CHERRY HILL NJ 08003

JUPAB7

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

SUPERIOR COURT BERGEN COUNTY

ATTORNEY FOR PLAINTIFF

FILED

OCT - 3 2005

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



MIRIAM R STIEFEL
280 Starling Road
Englewood, NJ 07631

DEPUTY CLERK

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY

v.

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

CIVIL ACTION

NO. L 6836-05

COMPLAINT

1. Plaintiff, Miriam R Stiefel, is an adult individual citizen and legal resident of the State of New Jersey, 280 Starling Road, Englewood, NJ 07631.
2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about August 01, 2005, Plaintiff purchased a new 2005 Ford F-550, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAFP24135G144117.
4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$24,793.22. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

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

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

13. Pistilli Ford, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

14. On or about August 01, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

15. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

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

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

18. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

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

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

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

23. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: vehicle sluggish, hesitation upon acceleration, bucking and surging condition and steering wheel cracks on full turns. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

26. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

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

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

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

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

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

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

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

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

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

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

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

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

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

61. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

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

- a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;
- b. Plaintiff's vehicle, given the defect/condition, is worthless;
- c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and
- e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE

Attorney for Plaintiff

Executive Quarters

1930 E. Marlton Pike, Suite T11

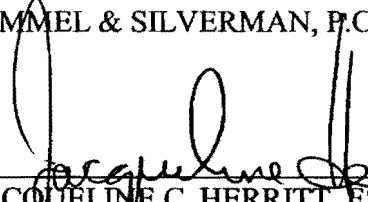
Cherry Hill, NJ 08003

(856) 429-8334

JURY-DEMAND

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

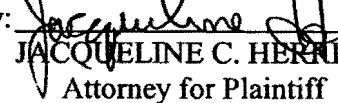
KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

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

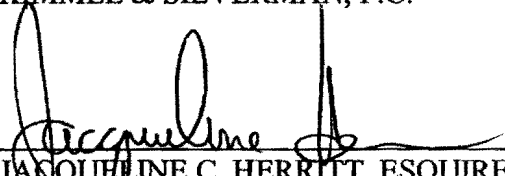
KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on *September 29, 2005*

KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

Motor Vehicle
Retail Order
 New Used
 Demo



PISTILLI FORD, INC.

375 Route 17 / P.O. Box 825
PARHAMUS, N.J. 07652


Phone (201) 262-4900 • Fax (201) 262-0561
www.pistilliford.com



CUSTOMER [REDACTED]		DATE 08/01/05	STOCK NO. 60311
ADDRESS [REDACTED] ENCLWOOD NJ [REDACTED]		Sales Rep. [REDACTED]	
HOME PHONE [REDACTED]	WORK PHONE [REDACTED]	E-MAIL [REDACTED]	
ENTER ORDER FOR 2005 FORD MAKE MODEL THUNDERBOLT		SALES REP. SCOTT R. BYS	
BODY TYPE [REDACTED]	COLOR GRN	MILES 10	SERIAL NO. 1EAEF241356
INTERIOR TRIM COLOR TN		IF A NEW VEHICLE SALE, LEASE OR RED CARPET OPTION . . .	
<p>Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership: <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Finance Purchase <input type="checkbox"/> Lease</p> <p>IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.</p> <p>IF A LEASE OR RED CARPET OPTION, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.</p> <p>TO BE DELIVERED ON OR ABOUT</p>		<p>The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle, including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.</p>	
Price of Unit	22268.25	IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX	
Additional Equipment (options)		<p><input checked="" type="checkbox"/> This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle, including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.</p> <p>OR</p> <p><input type="checkbox"/> The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.</p>	
Secure Etc. Transfer Fee (optional)	\$159.95	ALL USED VEHICLE SALES-DEALER'S OBLIGATION	
IF A LEASE OR RED CARPET OPTION, THE FOLLOWING APPLY:		<p>The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).</p>	
MONTHLY PAYMENT AMOUNT \$	N/A	<p>WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)</p> <p>The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).</p>	
TERM: N/A MONTHS		<p>TRADE-IN DESCRIPTION AND ALLOWANCE</p> <p>Year _____ Make _____ Model _____</p> <p>Serial No. _____ Mileage _____</p> <p>Trade-in Value _____ N/A Date of 08/01/05</p> <p>Less Balance Owed _____ N/A</p> <p>Net Trade-in Allowance _____ N/A</p> <p>Balance Owed to: _____</p> <p>Address: _____</p> <p>Account No.: _____</p> <p>Info. From _____ Good Thru _____</p> <p>Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.</p> <p><input checked="" type="checkbox"/> 08/01/05</p>	
MILEAGE PER YEAR	N/A	<p>Customer agrees that this Order on the face and on the reverse side and any attachments to it include all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REQUIRED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. I am 18 years of age or older.</p>	
CASH DUE AT DELIVERY \$	N/A	<p>Accepted By: _____</p> <p>Date _____ Dealer of His Authorized Representative _____</p>	
IF A PURCHASE, THE FOLLOWING APPLY:		<p>Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.</p>	
TOTAL PRICE OF VEHICLE	22268.25	<p>PLAINTIFF'S EXHIBIT</p>	
Less Trade-in	N/A		
TOTAL TAXABLE AMOUNT	22268.25		
State Sales Tax	1336.10		
Motor Vehicle Tire Fee - \$1.50 per New Tire	7.50		
Online Registration Fee	\$770		
Registration/Title Fee (Estimated)	342.00		
Documentary Fee CLERICAL EXPENSE \$100.00			
DOCUMENT DELIVERY SERVICE \$85.00	\$185.00		
NET PAY-OFF ON TRADE-IN	N/A		
TOTAL	24146.55		
Deposit Dealer CASH	768.25		
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY	N/A		
BALANCE DUE ON DELIVERY	N/A		
BALANCE TO FINANCE	23378.30		

NEW JERSEY SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE

 <p>800-727-7000 www.fordcredit.com</p>	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) ENGLEWOOD NJ	SELLER/CREDITOR (Seller Name and Address) PISTILLI FORD, INC. 375 ROUTE 17 SOUTH PARAMUS NJ 07652
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	10	2005 FORD	JVC HUND	1FAFP24135G	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

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

1. Cash Price (including \$ 1336.10 sales tax)	\$ 23612.05	(1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ N/A	
Cash Down Payment	\$ 7993.22	
Trade-In (description above)	\$ N/A	
Total Down Payment	\$ 7993.22	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 15618.83	(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for official fees (license, title & registration fees \$ 342.00 and for filing fees \$ N/A)	\$ 342.00	
(ii) for taxes (not in Cash Price)	\$ N/A	\$ 342.00
To Insurance Companies for:		
Credit Life Insurance	\$ N/A	
Credit Disability Insurance	\$ N/A	
N/A	\$ N/A	
N/A	\$ N/A	
Documentary Service Fee. You have a right to a written itemized price for each specific documentary service which is to be performed		
To PISTILLI FORD, INC. For Documentary Service Fee	\$ 185.00	
To N/A for N/A	\$ N/A	
To STATE OF NEW JERSEY for NEW JERSEY FIRE FEE	\$ 7.50	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
Total	\$ 534.50	(4)
5. Amount Financed (3 plus 4)	\$ 16153.33	(5)

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

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

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit including your downpayment
1.90 %	\$ 646.67	\$ 16153.33	\$ 16800.00	\$ 24793.22

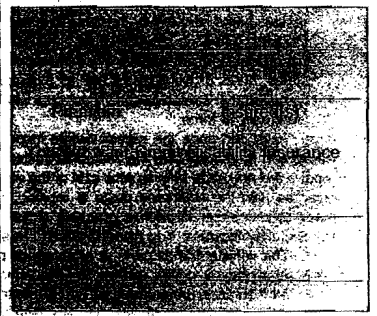
Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$10.00, whichever is less.

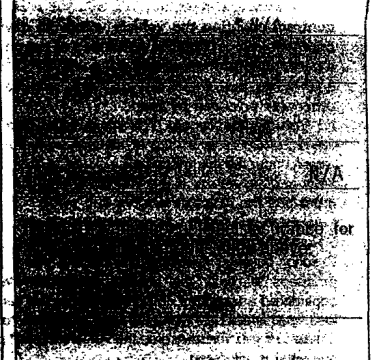
Security Interest: You are giving a security interest in the vehicle being purchased.

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

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% or \$50.00, whichever is less.



MINIMUM FINANCIAL INSURANCE



Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$10.00, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Premium and
 Finance Charge
 Months

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% or \$50.00, whichever is less.

Buyer Signs

Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES
 If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

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

EXTRA MILEAGE OPTION CREDIT
 If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, you will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts you owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

Debt Cancellation Waiver Addendum (Optional)
 If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs

Any change in the name of the Buyer or Co-Buyer must be approved by you and the Creditor.
 Buyer Signs
 Co-Buyer X Signs

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

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

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

Buyer (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 copy of this contract.

Buyer Signs
 Co-Buyer X Signs
 Seller PISTILL FORD, INC. By X Title

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

Seller may transfer this contract to another person or company. If you do not wish to be assigned, you must notify the Seller in writing within 10 days of the date of this contract. By signing below, the Seller assigns this contract to 1-800-727-7000 (Assignee). To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordcredit.com

Seller PISTILL FORD, INC. By X Title



PISTILLI FORD INC.

375 ROUTE 17 SOUTHBOUND

P.O. BOX 625

PARAMUS, N.J. 07652-0625

FULL SERVICE AND COLLISION CENTER

TELEPHONE (201) 262-4900 • VISIT US AT www.pistilliford.com



CUSTOMER NO. 59356	ADVISOR JOHN A BURGHARDT	1449	TAG NO. 541	INVOICE DATE 08/10/05	INVOICE NO. F0CS117356
	LABOR RATE	LICENSE NO.	MILEAGE 1,067	COLOR TITAN GRN M	STOCK NO. 50311
ENGLEWOOD, NJ	YEAR/MAKE/MODEL 05/FORD/FIVE HUNDRED/SEL FWD			DELIVERY DATE 08/01/05	DELIVERY MILES 10
	VEHICLE I.D. NO. 1FAFP24135G			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		P.O. DATE 08/08/05	
COMMENTS					MO: 1067

LABOR & PARTS

J# 1 09F0Z FUEL AND EMISSIONS TUNING TO THIS VEHICLE WARRANTY
 CUSTOMER STATES THE VEHICLE SEEMS TO BE SLUGGISH WHEN STARTED UP, AND CAN AT TIMES LURCH WHEN PUT IN GEAR. CUSTOMER STATES THE VEHICLE LURCHED AND HE BACKED INTO A WALL. VEHICLE WAS EEC TESTED, NO CODES, FUEL PRESSURE NORMAL. PERFORMED THROTTLE CABLE AND THROTTLE BODY VISUAL INSPECTION, NO PROBLEMS FOUND. STARTED VEHICLE NUMEROUS TIMES. TECH AND SVC MGR. NO RACING OR JERKING FELT

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 09F0Z PERFORM MULTI POINT INSPECTION REPORT CARD MAINTENANCE INSPECTION

JOB # 2 TOTAL LABOR & PARTS 0.00

COMMENTS
WAIT

TOTALS

*****	TOTAL LABOR	0.00
* [] CASH [] CHECK# *	TOTAL PARTS	0.00
* [] CREDIT CARD *	TOTAL SUBLET	0.00
* [] CASHIER *	TOTAL G.D.G.	0.00
*****	TOTAL MISC CHG.	0.00
** YOUR BLUE OVAL CERTIFIED **	TOTAL MISC DISC	0.00
***** FORD DEALER *****	TOTAL TAX	0.00

*****IMPORTANT*****
 SURVEY SAYS: COMPLETELY SATISFIED. THIS IS PISTILLI FORDS GOAL YOU WILL RECIEVE A SURVEY FROM FORD ABOUT PISTILLI AND YOUR SERVICE ADVISOR. PLEASE TAKE THE TIME TO FILL IT OUT. IT IS VERY IMPORTANT TO YOUR ADVISOR, AND PISTILLI FORD.

TOTAL INVOICE \$ 0.00

DO YOU HAVE YOUR NEW QUALITY CARE CREDIT CARD YET? APPLY NOW

CUSTOMER SIGNATURE

W
2





PISTILLI FORD INC.

375 ROUTE 17 SOUTHBOUND
P.O. BOX 625
PARAMUS, N.J. 07652-0625

FULL SERVICE AND COLLISION CENTER

TELEPHONE (201) 262-4900 • VISIT US AT www.pistilliford.com



CUSTOMER NO 59356	ADVISOR JOHN A BURGHARDT	1449	TAG NO. 773	INVOICE DATE 08/25/05	INVOICE NO. FOCS117734
	LABOR RATE	LICENSE NO.	MILEAGE 1,739	COLOR TITAN GRN M	STOCK NO. 50311
ENGLEWOOD, NJ	YEAR / MAKE / MODEL 05 / FORD / FIVE HUNDRED / SEL FWD			DELIVERY DATE 08/01/05	DELIVERY MILES 10
	VEHICLE I.D. NO. 1 F A F P 2 4 1 3 5 G			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 08/22/05	
COMMENTS					MO: 1838

LABOR & PARTS

J# 1: 09F0Z ENGINE AND EMISSIONS WARRANTY
 CUSTOMER STATES THE VEHICLE SEEMS TO HESITATE ON ACCELL
 WHEN CHANGING LANES, OR WHEN ACCELERATING FROM STOP
 051108A-.6
 PERFORMED ROADTEST, PERFORMED EEC DIAGNOSTICS, NO CODES
 REPROGRAMED THE PCM FOR HEASITATION ON ACCELERATION
 DURING 3-1 COASTING DOWNSHIFT WHEN COLD.2

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2: 02F0Z BRAKE SERVICE TECHNICIAN WARRANTY
 CUSTOMER REQUESTS BRAKE SYSTEM INSPECTION
 FEELS LIKE THEY DONT RESPOND QUICKLY
 MAINTANENCE
 PERFORMED ROADTEST, DROVE VEHICLE APPROX 90 MILES
 COULD NOT DUPLICATE CUSTOMER CONCERN

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3: 01F0Z BODY WARRANTY
 CUSTOMER STATES THE DRIVER REAR DOOR IS HARD TO CLOSE
 MUST CLOSE TWICE
 REALIGN STRICKER ON LEFT REAR DOOR

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4: 08F0Z NOISE/WIPERS
 CUSTOMER STATES THERE IS CRACKLING SQUEAKING WHEN TURNING
 STEERING WHEEL, SLOW MANUVERS
 COULD NOT VERIFY CUSTOMER CONCERN

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5: 09F0Z ENGINE/WIPERS
 CUSTOMER STATES THE VEHICLE WONT CATCH QUICKLY WHEN STARTING
 MUST CRANK IT AGAIN
 STARTED VEHICLE SEVERAL TIMES, COULD NOT DUPLICATE CUSTOMER
 CONCERN. OASIS REPORT 412-522-462

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6: 07F0Z WIPER BLADES WARRANTY
 CUSTOMER STATES THE WIPERS DONT CLEAN WINDOWS
 THERE IS A STREAK LEFT IN WINDOW
 CLEANED DEBRI FROM WIPER BLADES

JOB # 6 TOTAL LABOR & PARTS 0.00

COMMENTS
OWNER

K1-56

W
1



PISTILLI FORD INC.

375 ROUTE 17 SOUTHBOUND

P.O. BOX 625

PARAMUS, N.J. 07652-0625

FULL SERVICE AND COLLISION CENTER

TELEPHONE (201) 262-4900 • VISIT US AT www.pistilliford.com



1840 Miles

CUSTOMER NO. 59356	ADVISOR JOHN A BURGHARDT	1449	TAG NO. 773	INVOICE DATE 08/25/05	INVOICE NO. FOCS117734
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 1,739	COLOR TITAN GRN M	STOCK NO. 50311
ENGLEWOOD, NJ	YEAR / MAKE / MODEL 05/FORD/FIVE HUNDRED/SEL FWD			DELIVERY DATE 08/01/05	DELIVERY MILES 10
[REDACTED]	VEHICLE I.D. NO. 1 F A F P 2 4 1 3 5 G			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R. 08/22/05		
[REDACTED]	COMMENTS				MO: 1838

TOTALS

```

*****
* [ ] CASH [ ] CHECK# *
* [ ] CREDIT CARD *
* [ ] CASHIER *
*****
** YOUR BLUE OVAL CERTIFIED **
***** FORD DEALER *****

```

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

*****IMPORTANT*****
 SURVEY SAYS: COMPLETELY SATISFIED. THIS IS PISTILLI FORDS GOAL
 YOU WILL RECIEVE A SURVEY FROM FORD ABOUT PISTILLI AND YOUR
 SERVICE ADVISOR. PLEASE TAKE THE TIME TO FILL IT OUT. IT IS
 VERY IMPORTANT TO YOUR ADVISOR, AND PISTILLI FORD.

DO YOU HAVE YOUR NEW QUALITY CARE CREDIT CARD YET? APPLY NOW

CUSTOMER SIGNATURE



Visit our Body Shop for a FREE ESTIMATE!

30 Broadway (Route 4) ELMWOOD PARK, N.J. 07407
Tel. (973) 684-4400 & (201) 791-3700

RECOMMENDED SERVICES

www.elmwoodford.com

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
14FOZZ	MAJOR TUNE UP	MI	0.00	37FOZ	CHECK BELTS	MI	0.00
38FOZ	CHECK HOSES	MI	0.00	27FOZZLOF1P	OIL FILTER SPECIAL	MI	21.95
99FOZZ	Q.C.M. MAINTENANCE	MI	0.00	99FOZ003K	3000 MILE SERVICE	MI	0.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

S E R V I C E

STATE REG# 0

REPLACED PARTS REQUESTED BY CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO	VEHICLE ID NO. 1FAFP24135G	YEAR/MAKE/MODEL 05/FORD/500	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO. 255158
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED	ENGINEWOOD, NJ	CUSTOMER NO. 131819	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO. 09/13/05
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DEALER P & A CODE 09781	LABOR RATE 90.00	I HEREBY AUTHORIZE THE REPAIR WORK HEREAFTER SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE COST TO COMPLETE THE REQUESTED REPAIRS.			

JOB	ORIGINAL CUSTOMER ESTIMATE: PARTS LABOR TOTAL			TECH NO.	CONCERN CODE	SERVICE INSTALLED PARTS	
	X _____					DATE INSTALLED	ACCURIED MILEAGE
<p>W 12EG ELECTRONIC ENG DIAG</p> <p>CUST STS BUCKING OR SURGING AT TIMES</p>						<p>NOT RESPONSIBLE FOR CARS LEFT OVER 24 HOURS AFTER COMPLETION OF REPAIRS.</p> <p>30 Broadway (Route 4) ELMWOOD PARK, N.J. 07407</p>	
<p>PARTS \$ _____</p> <p>LABOR \$ _____</p> <p>TOTAL \$ _____</p>				<p>ORIGINAL ESTIMATE</p> <p>AUTHORIZED ADDITION</p> <p>PARTS \$ _____</p> <p>LABOR \$ _____</p> <p>TOTAL \$ _____</p>			
<p>ADD'L REPAIRS AUTHORIZED BY:</p> <p>DATE _____ SOCIAL SECURITY NO. _____</p> <p>TIME _____</p>						<p>SUB TOTAL</p> <p>ALLOWANCE</p> <p>PLUS PRICE DIFF.</p> <p>LESS RECOVERY</p> <p>PRO RATA PERCENT</p> <p>TOTAL LABOR</p> <p>CORRECTED LABOR</p>	
<p>CLAIM CHGD OR DENIED</p> <p>CLAIM RETURNED</p> <p>B.O. TAX</p> <p>M.H. TAX</p> <p>PRO RATA PERCENT</p> <p>TOTAL PARTS</p> <p>CORRECTED PARTS</p> <p>TOTAL CLAIM</p> <p>CORRECTED TOTAL</p>						<p>(CHECK 1) APPROPRIATE BOX</p> <p>CLAIMS REVIEW</p> <p>AUTHORIZATION TO SUBMIT CLAIM</p> <p>PARTS SHIP OUT</p> <p>PARTS \$ _____ LABOR \$ _____ TOTAL \$ _____</p>	
<p>ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.</p>							
<p>(SIGNED) _____</p> <p>DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON</p>						<p>DATE: 255158</p>	

Copyright © 1998 Elmwood Ford, Inc. Elmwood Park, NJ. 07407. Printed on Recycled Paper.



Visit our BODY SHOP for a FREE ESTIMATE. We work on all makes and models.

30 Broadway (Route 4) ELMWOOD PARK, N.J. 07407
 Tel. (201) 791-3700
 (973) 684-4400
 www.elmwoodford.com

CUSTOMER NO. 131819	NAME: JAMES S. CURRY	6878 TAG NO. 907	INVOICE DATE: 09/13/05	INVOICE NO. POC255158
ADDRESS: ENGLEWOOD, NJ	LABOR PRICE: 90.00	MILEAGE: 2,050	COLOR: GREEN/	STOCK NO.
	YEAR/MAKE/MODEL: 05/FORD/500		DELIVERY DATE:	DELIVERY MILES:
	VEHICLE I.D. NO. 1FAFP24135G			
	F.T.E. NO.	P.O. NO. 5778	09/13/05	
COMMENTS:				

LABOR & PARTS
 J# 1 12FOZ

ELECTRONIC ENG. DIAG. HOURS: TECH(SY) 5778 WARRANTY
 CUST STS BUCKING OR SURGING AT TIMES
 ROADTEST AND TEST SYSTEM MODE 6 DATA ALL PASS CONTACT
 HOTLINE - 51HER006 - CONTACT ID 210-565-745
 ROADTEST AND WDS TEST AND MONITOR MODE 6 DATA AND CHECK FOR
 LATEST PROGRAMING - ALL PASS - DIAG AND ROADTEST ONLY

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

THANK YOU FOR SELECTING ELMWOOD FORD FOR YOUR SERVICE NEEDS.
 SERVICE HRS ARE 7:30 AM TO 8:00 PM MONDAY, WEDNESDAY, THURSDAY
 AND 7:30 AM TO 6:00 PM ON TUESDAY AND FRIDAYS. ALSO FOR OUR
 CUSTOMERS CONVENIENCE WE NOW ARE OPEN ON SATURDAYS FROM
 7:30 AM TO 3:30 PM THANK YOU FOR YOUR BUSINESS!!!
 CHOICE OF PAYMENT AS LISTED:
 () CASH () CHECK () VISA OR MC () AMEX () CHARGE () QC CARD

 YOU WILL BE RECEIVING A FORD MOTOR COMPANY SURVEY, PLEASE
 TAKE THE TIME TO FILL IT OUT. IF THERE ARE ANY QUESTIONS OR
 CONCERNS WHERE THE SURVEY CANNOT BE GRADED AS EXCELLENT FEEL
 FREE TO CONTACT YOUR ADVISOR WHOSE NAME APPEARS AT THE TOP
 OF YOUR INVOICE... WE CARRY A FULL LINE OF O.E.M TIRES:
 GOOD YEAR, CONTINENTAL, GENERAL, UNIROYAL, PIRELLI, BF GOODRICH,
 MICHELIN...

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

SERVICE HOURS
 Monday, Wednesday, Thursday
 7:30 AM to 8:00 PM
 Tuesday and Friday
 7:30 AM to 6:00 PM
 Saturday
 7:30 AM to 3:30 PM

PARTS HOURS
 Monday, Wednesday, Thursday
 8:00 AM to 7:30 PM
 Tuesday and Friday
 8:00 AM to 5:30 PM
 Saturday
 8:00 AM to 3:00 PM

BODY SHOP HOURS
 Monday, Tuesday, Thursday, Friday
 8:00 AM to 5:00 PM
 Wednesday
 8:00 AM to 7:00 PM
 Saturday
 9:00 AM to 3:00 PM

CUSTOMER SIGNATURE

All Action Details for Issue

Print

VIN: 1FAFP24135G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 353202445
 Name: [REDACTED] Owner Status: Original WSD: 2005-07-30
 Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED
 Initial Customer Contact: 09/13/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
 Dealer: 03922 PISTILLI FORD Origin Desc: US CONCERN CASE BASE
 Odometer: 1950 MI Comm Type: PHONE
 Analyst Name: CHUMSIE PARRIS Analyst: CPARRIS
 Action Date: 09/01/2005 Action Time: 09.48.39.576 Action Data: No

Comments CUSTOMER SAID: -CLAIMS THE VEH WAS IN HIS GARAGE, PUT IT IN REVERSE TOOK HIS FOOT OFF THE BRAKE AND THE VEH JUMPED BACKWARD CAUSING DAMAGE TO RT REAR BUMPER. -TOOK THE VEH TO THE DLR WHO KEPT IT FOR ABOUT 3 DAYS AND FOUND NO PROBLEM.-THE VEH THERE WAS CREAKING IN THE STEERING WHEN TURNING BOTH WAYS.-RETURNED THE VEH TO THE DLR WHO ADVISED THEY DID SOME ADJUSTMENTS TO THE ENGINE BUT DID NOT FIND ANYTHING WRONG WITH THE STEERING.-UPON PICKING UP THE VEH THE CREAKING WAS VERY MINOR BUT THE GAS PEDAL WAS STILL SLUGGISH AND UNSAFE TO DRIVE. -WHEN THE VEH IS IN CRUISE CONTROL AND THE BRAKE IS APPLIED IT WILL NOT DISENGAGE IMMEDIATELY, THERE IS A DELAYED RESPONSE. -PICKED THE VEH UP IT NOT ACCELERATE WHEN GAS PEDAL IS APPLIED.-WHEN THE A/C IS ON YOU CAN FEEL THE GEARS JUMPING EVERY 10 MILES -TEST DROVE ANOTHER FORD 500 WITH THE MECHANIC KEVIN AND NOTICED THAT THIS VEH GAS PEDAL WAS SLUGGISH THEN HIS VEH WAS DRIVEN AND KEVIN ADVISED HIS VEH IS MORE SLUGGISH. -THE VEH WAS DRIVING WITHOUT THE A/C AND THE SLUGGISHNESS WAS MUCH BETTER THAN THE A/C EVEN THOUGH IT WAS NOT PERFECT.-INQUIRED FROM THE SM IF THEY WILL COVER THE COST OF REPAIRING THE BUMPER, SINCE THIS IS NOT HIS FAULT. WAS TOLD THEY WILL CHARGE HIM \$650.00 TO FIX IT. TRIED TO RETURN THE VEH TO THE DLR BUT THE GM REFUSED TO KEEP THE VEH.-DOES NOT AGREE THAT THIS IS NORMAL. WANTS THE DLR TO KEEP THIS VEH UNTIL THE REG REP COMES. -WOULD LIKE FMC TO REFUND HIM THE VEH .DEALER SAID: -DLRS NAME: PISTILLI FORD-AS PER KEVIN THE VEH WILL DRIVE THE SAME WAY WITH THE A/C AND HEATER ON.-FOR THE FIRST 1000 MILES THE VEH COMPUTER IS ADJUSTING AND IT IS POSSIBLE FOR IT TO JUMP.-AS PER SM, GM AND THE SA THIS IS NORMAL FOR THIS VEH CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND REQUEST FOR A VEHICLE REPLACEMENT. A COPY OF THIS DOCUMENTATION WILL BE SENT TO YOUR DEALERSHIP FOR FURTHER EVALUATION ON THE REPAIR ISSUE. FORD 'S POLICY IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY. THE PERSON TO SPEAK WITH IS THE CRMISM AT YOUR DLR. THEY ARE IN THE BEST POSITION TO EXPLAIN WHAT IS AVAILABLE, WHAT CAN OR CANNOT BE DONE AND IF THERE IS ANY APPLICABLE WARRANTY COVERAGE. YOU WILL BE CONTACTED IN REGARDS TO POSSIBLE NEXT STEPS ONCE THEY HAVE COMPLETED REVIEWING THIS SITUATION. *** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING.-OBC TO DLR SPOKE WITH KEVIN SER TECH WHO ADVISED THAT INTIALLY THE OTHER TECHS COULD NOT HAVE VERIFY THE CONCERN CUST ADVISED OF.-HE TOOK A LIKE VEH OFF THE DLR LOT OUT ON A TEST DRIVE AND DID A TEST DRIVE WITH THE CUST VEH, COMPARED THIS WITH THE CUST'S VEH , IT WAS FOUND THAT THESE CONCERNED EXPRESSED WAS PRESENT IN THE NEW VEH AND IT IS NORMAL CHARATERISTIC OF THIS VEH . NO REPAIRS WERE DONE. -

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 03922 PISTILLI FORD Origin Desc: DEALER
 Odometer: 1950 MI Comm Type: VISIT
 Analyst Name: JOHN BURGHARDT Analyst: J-BURGHA
 Action Date: 09/02/2005 Action Time: 12.25.32.886 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER CAME TO DEALERSHIP AND TEST DROVE NEW 500 WITH TECHNICIAN.HE VERIFIED THAT BOTH CARS WERE ALIKE,AND HIS HAD SLIGHTLY MORE PEP.DEALERSHIP FOUND NO CONCERNS WITH THIS VEHICLE.SVC DATE 08/22/05.JOHN BURGHARDT

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03922 PISTILLI FORD

Odometer: 1950 MI

Analyst Name: AMY GREEN (AMORGA35)

Action Date: 09/14/2005

Comm Type: PHONE

Analyst: AMORGA35

Action Time: 08.13.47.937

Origin Desc: FIELD ORGANIZATION

Action Data: No

Comments DEALERSHIP REQUESTED FOR ZM AND FSE TO REVIEW CUSTOMER FILE. AFTER REVIEWING AVAILABLE INFORMATION (CUSTOMER IS CLAIMING THAT HE TOOK VEHICLE TO ANOTHER DEALERSHIP BUT WILL NOT SUPPLY INFORMATION THEREFORE THAT RO WAS NOT ABLE TO BE REVIEWED) CUSTOMER WAS HOSTILE AND UN-COOPERATIVE ON THE PHONE WHEN I REQUESTED FURTHER INFORMATION TO REVIEW CASE. REGION TEAM UPHOLDS DEALERSHIP DECISION THAT VEHICLE IS OPERATING WITHIN ORIGINAL DESIGN INTENT. NO FUTHER ACTION NECESSARY.

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"

Dealer: 03922 PISTILLI FORD

Odometer: 1950 MI

Analyst Name: JOHN BURGHARDT

Action Date: 09/23/2005

Comm Type: VISIT

Analyst: J-BURGHA

Action Time: 13.25.39.536

Origin Desc: DEALER

Action Data: No

Comments VEHICLE IS OPERATING WITHIN DESIGN SPECS.JOHN BURGHARDT

Ford Confidential



BEGINNING OF CONTACT
09/08/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.04

=====

REGION: A1	SELECT DEALER	OGC ISSUE	CASE NBR: 1366182500.
VIN: 1FMDK05197G		ZONE: A08	OPENED: 2010/09/07
		ENGINE: 1	VEH TYPE: T
			CLOSED: 2010/09/07

=====

LAST NAME:		FIRST NAME:		STATUS:	CLOSED
TITLE:	MISS			MI:	
ADDRESS:					
CITY:	WATERBURY	STATE:	CT	ZIP:	
HOME PHONE:					
MODEL YEAR:	2007	MODEL:	FREESTYL		
MILEAGE:	43000				
DEALER NAME:	FORD OF BRANFORD	SALES CODE:	F13213	P & A:	07400
REASON CODE:	0796 LEGAL - ALLEGED INJURY				
SYMPTOMS:	620900 ENG SPEED-UP SUDDEN ACCELERATION				

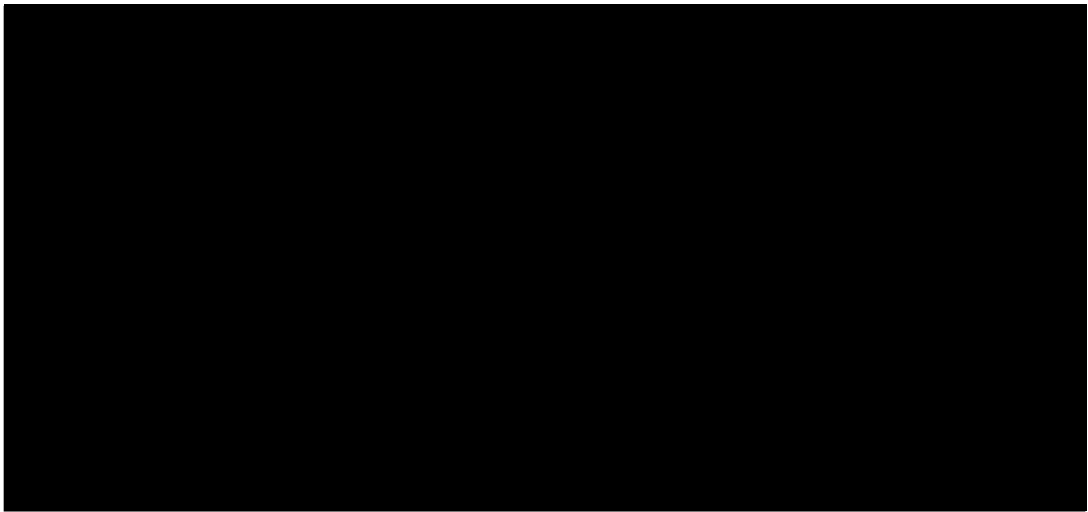
ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: CGRAY75 GRAY (CGRAY75),CYNTHIA

DATE: 2010/09/07 TIME: 13.32.36 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CUST CALLING BACK-NON-FORD ESP-SURGE IN REVERSE -ACCELERATION-NO INJURIES-7/30/10 HAD AN ACCIDENT-BACKING INTO PARKING SPACE WHILE ANOTHER VEH WAS PULLING INTO THE PARKING SPACE-HIT THE OTHER VEH-FEELS THIS IS RELATED TO -WATERBURY POLICE RESPONDED-NO POLICE REPORT NUMBER WITH CUST-HAS REPORT AT HOME-VERY UPSET ABOUT VEH ISSUES-SEEKING TO HAVE FORD PAY FOR THE REPAIR-OTHER VEH OWNER IS SUEING AND STATES WAS INJUREDDEALER SAID: - FORD OF BRANFORD301 EAST MAIN STREETBRANFORD CT 06405(203) 488-8321CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.-ADV CUST OF PHRASEOLOGY

CONSUMER AFFAIRS

09/08/2010 FAXOGC1 CONFIDENTIAL



FILED
07 NOV 13 AM 11:57
PRO SE
ALLEGHENY COUNTY

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NICOLE ULERY,

CIVIL DIVISION

Plaintiff,

vs.

NO.: *AR-07-13112*

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Nicole Ulery

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NICOLE ULERY,

CIVIL DIVISION

Plaintiff,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Nicole Ulery

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888

WRIT WAIVED

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

NICOLE ULERY,

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Street
Pittsburgh, Pennsylvania 15219
Telephone: (412) 261-0518**

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing before a board of arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania on _____, 20____, at 9:00 a.m. IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE

WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

NICOLE ULERY,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiff, Nicole Ulery, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 1605 Indian Creek Valley Road, Melcroft, PA 15462.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at this address.

BACKGROUND

3. On or about April 19, 2006, Plaintiff purchased a new 2005 Ford Freestyle, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMDK05195GA80258.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$33,864.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual. In addition, plaintiff purchased an additional 6 year/100,000 mile warranty which becomes effective following the new vehicle warranty.

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

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal, defective, distracting and dangerous brakes, steering, anti-freeze smell, sunroof leakage, tire wear and transmission. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

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

15. On or about April 19, 2006, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

Craig Thor Kimmel, Esquire
Robert A. Rapkin, Esquire


Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002

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

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



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff

1-800-727-7000  www.fordcredit.com	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) [REDACTED] [REDACTED] WESTMORELAND	SELLER/CREDITOR (Seller Name and Address) COLONIAL FORD INC 1895 MISSION BL PITTSBURGH, PA 15205
---	--	---

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
		2005 FORD	FREESTYLE	1FADP061936A80258	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price	\$ 32,864.99 (1)
2. Down Payment	
Third Party Rebate Assigned to Seller	\$ 1,000.00
Cash Down Payment	\$ _____
Trade-in _____	\$ 14,359.98
Year and Make	Gross Allowance
Year and Make	Amount Owing
Total Down Payment	\$ 1,000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 32,864.99 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license (\$ _____), title (\$ _____), & registration (\$ _____), fees \$ _____;	
(ii) for filling fees	\$ _____
(iii) for taxes (not in Cash Price)	\$ 1,222.74
To Insurance Companies for:	
Credit Life Insurance (for term of contract)	\$ _____
Credit Disability Insurance (for term of contract)	\$ _____
_____ (Term _____ Months)	\$ 1,824.00
_____ (Term _____ Months)	\$ _____
To _____ FORD INC for _____	\$ 35.00
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
Total	\$ 3,234.24 (4)
5. Amount Financed (3 plus 4)	\$ 29,630.75 (5)

INSURANCE
<p>YOU ARE REQUIRED TO INSURE THIS VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.</p> <p>LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.</p> <p>CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.</p>
<p>Credit</p> <p><input type="checkbox"/> Life <u>N/A</u> Insurance Company _____</p> <p>\$ <u>N/A</u> Premium <u>N/A</u> Insured(s) _____</p> <p>You want Credit Life Insurance.</p> <p>Buyer Signs _____</p> <p>Co-Buyer Signs _____</p>
<p><input type="checkbox"/> Disability Insurance Company _____</p> <p>\$ <u>N/A</u> Premium <u>N/A</u> Insured(s) _____</p> <p>You want Credit Disability Insurance.</p> <p>Buyer Signs _____</p> <p>Co-Buyer Signs _____</p>

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
1.99%	\$ 2135.55	\$ 29,630.75	\$ 32,864.99	\$ 32,864.99

Your Payment Schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due
42	530.20	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
N/A	N/A	starting _____

ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
 A

OTHER OPTIONAL INSURANCE	
Coverage and Insurance Company	Premium and Term in Months
N/A	\$ N/A
By _____	_____

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

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

BALLOON CONTRACT PROVISIONS

Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

You want the optional insurance for which premiums are included above.

Buyer Signs _____

Co-Buyer Signs _____

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

Debt Cancellation Waiver Addendum (Optional) If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs _____

NON-MODIFICATION DISCLOSURE

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

Buyer Signs _____

Co-Buyer Signs _____

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

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to protect your legal rights.

Buyer Signs _____

Co-Buyer Signs _____

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Signs _____

Co-Buyer Signs _____

Seller _____ By _____ Title _____

HIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the seller assigns this contract to _____ ("Assignee").

To contact Assignee about this contract, call _____, or visit their website at _____

Seller _____ By _____ Title _____

15644

12481

DAVIES FORD INC.

2551 Memorial Blvd.
Connellsville, PA 15425-1413
(724) 628-2720 Fax: (724) 628-1151

ACCOUNTING

MELCROFT, PA
HOME:

PAGE 3

BUS:

SERVICE ADVISOR: 113 JEFFREY KUHN

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO. NO., RATE, PAYMENT, INV. DATE. Includes vehicle details for a 2005 Ford Freestyle.

Table with columns: LINE, OPCODE, TECH, TYPE, A/HRS, S/HRS, COST, SALE, COMP, LIST, NET, TOTAL.

CLAIM TYPE:
AUTH CODE: 2957
PARTS: 40.21 LABOR: 70.45 OTHER: 0.00 TOTAL LINE E: 110.66

F CUSTOMER STATES WHEN PUTTING VEHICLE INTO REVERSE, IT LUNGES FORWARD
CAUSE: VERIFIED CONCERN REPROGRAM TCM AND PCM TO LATEST LEVELS TSB

051705
51705A REPROGRAM TCM AND PCM TO LATEST LEVELS
52 WQ 0.60 0.60 1057 4227 42.27 42.27

FC: P09 04
PART#: RECAL
COUNT: 0 0 TPARTS
CLAIM TYPE:
AUTH CODE: 2957
PARTS: 0.00 LABOR: 42.27 OTHER: 0.00 TOTAL LINE F: 42.27

G CUSTOMER STATES HATCH VERY DIFFICULT TO SHUT
SOP SPECIAL ORDERED PART
52 CQL 0.00 0.00 0 0 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

H PERFORM MULTI POINT INSPECTION
Q99P PERFORM MULTI POINT INSPECTION
52 CQL 0.20 0.20 0 0 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

Table with columns: ACCOUNT, SALE, COST, CONTROL. Shows account balances for 57220, 57050, 10100, 54600, 11400.

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...

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.

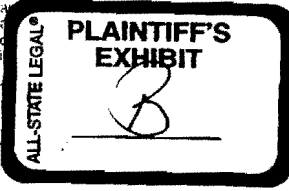


Table with columns: DESCRIPTION, TOTALS. Lists items like LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

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

15644

12481

DAVIES FORD INC.

2551 Memorial Blvd.
Connellsville, PA 15425-1413
(724) 628-2720 Fax: (724) 628-1151

ACCOUNTING

MELCROFT, PA
HOME BUS:

PAGE 2

SERVICE ADVISOR: 113 JEFFREY KUHN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	05	FORD FREESTYLE	1FMDK05195G		34500/34500	T025	
DEL. DATE	PRD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN05 DD			WAIT 13OCT07		VARIES	CASH	16OCT07
H.O. OPENED	READY	OPTIONS: ENG:3.0 LITER DOHC					
02OCT07	16OCT07						

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
TPARTS:		117.13	LABOR:		274.76	OTHER:		0.00	TOTAL LINE B:		391.89

CUSTOMER STATES WITH AUTO HEADLAMPS ON, LIGHTS DID NOT TURN OFF,
DRAINED BATTERY
CAUSE: VERIFIED CONCERN, REFERED TO TSB 05 5 1 REPROGRAM GEM MODULE
050501A CK FOR DIAG TROUBLE CODES REPROG SMART
JUNCTION BOX

52	WQ	0.40	0.40	705	2818		28.18	28.18			
FC: L29 04											
PART#: 14C184											
COUNT: 0 0 TPARTS											
CLAIM TYPE:											
AUTH CODE:											
2957 705 2818 TLABOR											
TPARTS:	0.00	LABOR:	28.18	OTHER:	0.00	TOTAL LINE C:		28.18			

CUSTOMER STATES TRANSMISSION DOES NOT GO INTO REVERSE WHEN SITTING ON
A HILL

CAUSE: E
NPF NO PROBLEM FOUND

52	QOL	0.00	0.00	0	0		0.00	0.00
TPARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:		0.00

CUSTOMER STATES STEERING NOISEY, WHINE AT TIMES
CAUSE: VERIFIED CUSTOMER CONCERN REPLACED POWER STEERING HOSE TIME TO
DIAGNOSE

051210A REPLACE P/S RETURN HOSE TIME TO PERFORM
DIAGNOSIS

52	WQ	1.00	1.00	1761	7045		70.45	70.45			
1 7F9Z*3A713*A HOSE ASY -											
GEAR TO RESERVOIR 2872 4021 0 44.18 40.21 40.21											

FC: N58 42
PART#: 7F9Z*3A713*A
COUNT: 2872 4021 TPARTS

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE
FORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
STATED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
CUSTOMER. 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
STATEMENT ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT
OR IDENTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY
THE 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	

SIGNATURE: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE



Where COMPLETE SATISFACTION is Knowing
You PAID LESS And Got TREATED BETTER!

P.O. BOX 1052, 2551 MEMORIAL BLVD., RTE. 119 NORTH
CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

CUSTOMER NO. 15644	ADVISOR KEITH CALDWELL	TAG NO. 51	INVOICE DATE 06/09/07	INVOICE NO. F80S126477
	LICENSE NO. 51	MILEAGE 599	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 05 FORD TRUCK/FREESTYLE/K05	25834	DELIVERY DATE	DELIVERY MILES
MELCROFT, PA	VEHICLE I.D. NO. 1EMDK05195G		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R. O. DATE 06/09/07	

LABOR & PARTS	DESCRIPTION	TECH(S)	PRICE
J# 1 46FOZ07	MOUNT AND BALANCE CUSTOEMR STATES MOUNT AND BALANCE NEW TIRES ON FRONT AND PUT TIRES FROM TRUNK ON THE REAR. PERFORMED WORK AS SPECIFIED.	33	40.00
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 1	2 9002-1547388-0000 P215/65 140630	72.95	145.90
JOB # 1	1 WEIGHTS	2.50	2.50
JOB # 1 TOTAL PARTS			148.40
JOB # 1 TOTAL LABOR & PARTS			188.40
J# 2 45FOZ06	4 WHEEL ALIGNMENT CUSTOMER REQUESTS 4 WHEEL ALIGNMENT PERFORMED FOUR WHEEL ALIGNMENT	33	30.00
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS			0.00
JOB # 2 TOTAL LABOR & PARTS			30.00
J# 3 99FOZ99P	MULTI-POINT INSPECTI PERFORMED MULTI-POINT INSPECTION PERFORMED DURING EVERY SERVICE MULTI-POINT INSPECTION COMPLETED	33	0.00
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS			0.00
JOB # 3 TOTAL LABOR & PARTS			0.00
J# 4 99FOZGTIRE	TIRE CHECKED OK	33	0.00
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 4 TOTAL PARTS			0.00
JOB # 4 TOTAL LABOR & PARTS			0.00
J# 5 99FOZRBK	BRAKE REQUIRES IMMEDIATE ATTENTION	33	0.00
PARTS	DESCRIPTION	UNIT PRICE	
JOB # 5 TOTAL PARTS			0.00
JOB # 5 TOTAL LABOR & PARTS			0.00
MISC	DESCRIPTION	CONTROL NO	
JOB # A	C2 SHOP SUPPLIES		1.40
JOB # A	C1 HAZARDOUS WASTE		2.10
JOB # 1	D3 10% SENIOR CITIZEN DISCOUNT		-18.84
JOB # 2	D3 10% SENIOR CITIZEN DISCOUNT		-3.00
TOTAL - MISC			-18.34

ALL NEW OR FACTORY REBUILT PARTS
ARE GUARANTEED 12 MONTHS OR 12,000
MILES, WHICHEVER COMES FIRST.

- DAVIES CONVENIENCES:**
1. Certified Technicians
 2. Early Drop Off
 3. Med. Duty Truck Shop
 4. Extended Evening Hours
 5. Complete Body Shop
 6. Discount Rentals
 7. Fast Lube
 8. Genuine Ford Parts
 9. Saturday Hours
 10. We Service Most Cars & Trucks

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 FIT-
NESS, FOR A PARTICULAR PURPOSE, AND NEITHER
ASSUMES NOR AUTHORIZES ANY 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 CONSE-
QUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES
FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR
INCOME, OF ANY OTHER INCIDENTAL DAMAGES.

IMPORTANT
YOU MAY RECEIVE A QUESTIONNAIRE
FROM THE MANUFACTURER IN
THE NEXT FEW DAYS. IF FOR ANY
REASON YOU CANNOT GRADE US AS
"COMPLETELY SATISFIED, A 10"
PLEASE CALL OUR SERVICE MANAGER.
GARY DEANGLIS
(724) 628-2720
YOUR SATISFACTION IS
OUR NO. 1 CONCERN.

*Thank You,
The Davies
Team*

CANCELLATION OF REPAIR: In the event the customer cancels the repair work, the vehicle shall be rescheduled to a condition prior to repair unless the customer waives.

P.O. BOX 1052, 2551 MEMORIAL BLVD, RTE. 119 NORTH
 CONNELLSVILLE, PA 15425
 TELEPHONE: (724) 628-2720

CUSTOMER NO. 15844	ADVISOR MICHAEL KURTIAK 86	TAG NO. 465	INVOICE DATE 05/14/07	INVOICE NO. FOCS125504
	LICENSE NO.	MILEAGE 22000	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTYLE/K05		DELIVERY DATE	DELIVERY MILES
MELCROFT, PA	VEHICLE I.D. NO. 1EMDK05195G		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE 04/28/07	

LABOR & PARTS	DESCRIPTION	TECH(S)	WARRANTY
J# 1 51FOZ	BODY ELECTRICAL CUST STATES WHEN TURNING HEADLIGHTS ON THEY SOMETIMES WORK AND DONT WORK VERIFIED CUSTOMER CONCERN. REMOVED AND REPLACED HEADLIGHT SWITCH AND TESTED OK.	42	
PARTS	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	SWITCH 027093	0.00	0.00
JOB # 1 TOTAL PARTS			0.00
JOB # 1 TOTAL LABOR & PARTS			0.00
J# 2 99FOZ99P	MULTI-POINT INSPECTI PERFORM QCM MULTI-POINT INSPECTION PERFORMED DURING EVERY SERVICE MULTI-POINT INSPECTION COMPLETED	42	
PARTS	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2		0.00	0.00
JOB # 2 TOTAL PARTS			0.00
JOB # 2 TOTAL LABOR & PARTS			0.00

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

- DAVIES CONVENIENCES:**
1. Certified Technicians
 2. Early Drop Off
 3. Med. Duty Truck Shop
 4. Extended Evening Hours
 5. Complete Body Shop
 6. Discount Rentals
 7. Fast Lube
 8. Genuine Ford Parts
 9. Saturday Hours
 10. We Service Most Cars & Trucks

COMMENTS
DROPPED OFF IN RENTAL DELETED OPERATIONS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
45FOZ	11FOZZ	STEERING/SUSPENSION	ENGINE CONCERN

TOTALS

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

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 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 OF ANY OTHER INCIDENTAL DAMAGES.

THANK YOU FOR FOR HAVING US SERVICE YOUR VEHICLE HERE AT DAVIES FORD

QUICK LANE NOW OPEN 7 DAYS
 LABOR RATE VARIES BASED ON JOB CLASSIFICATION
 FROM \$32.50 TO \$99.00 PER HOUR

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM THE MANUFACTURER IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED, A 10" PLEASE CALL OUR SERVICE MANAGER. GARY DEANGLIS (724) 628-2720 YOUR SATISFACTION IS OUR NO. 1 CONCERN.

CUSTOMER SIGNATURE

*Thank You,
 The Davies
 Team*

reynolds and reynolds, epahlzrhvnl, 0020814 0 (06/06)



Where COMPLETE SATISFACTION is Knowing
You PAID LESS And Got TREATED BETTER!

P.O. BOX 1052, 2551 MEMORIAL BLVD., RTE. 119 NORTH
CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

CUSTOMER NO. 15644	ADVISOR SCOTT EARLEY	TAG NO. 170	INVOICE DATE 03/27/07	INVOICE NO. FDCS124732
	LICENSE NO.	MILEAGE 20830	DELIVERY DATE	DELIVERY MILES
	YEAR / MAKE / MODEL 2005 FORD TRUCK/FREESTYLE/K05		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE 03/27/07	

LABOR & PARTS	DESCRIPTION	TECH(S)	CHARGE
J# 1 03E0Z	STATE INSPECTION PERFORM STATE INSPECTION	33	17.95
JOB # 1 TOTAL LABOR & PARTS			17.95
J# 2 99F0Z99P	MULTI-POINT INSPECTI PERFORM OCM MULTI-POINT INSPECTION PERFORMED DURING EVERY SERVICE MULTI-POINT INSPECTION COMPLETED	33	0.00
JOB # 2 TOTAL LABOR & PARTS			0.00
J# 3 99F0ZGBK	BRAKE BRAKES CHECKED AND OK	33	0.00
JOB # 3 TOTAL LABOR & PARTS			0.00
J# 4 99F0ZGTRE	TIRE CHECKED OK	33	0.00
JOB # 4 TOTAL LABOR & PARTS			0.00
MISC	CONTROL NO		
JOB # 1	SERVICE COUPON		-9.00
TOTAL MISC			-9.00

TOTALS		TOTAL LABOR	17.95
		TOTAL PARTS	0.00
		TOTAL SUBLET	0.00
		TOTAL G.O.G.	0.00
		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	-9.00
		TOTAL TAX	0.54
		TOTAL INVOICE \$	9.49

 CASH CHECK CK NO. [] *
 VISA MASTERCARD [] DISCOVER *
 AMER XPRSS [] OTHER [] CHARGE *

THANK YOU FOR HAVING US SERVICE YOUR VEHICLE
HERE AT DAVIES FORD

QUICK LANE NOW OPEN 7 DAYS
LABOR RATE VARIES BASED ON JOB CLASSIFICATION
FROM \$32.50 TO \$99.00 PER HOUR

CUSTOMER SIGNATURE

ALL NEW OR FACTORY REBUILT PARTS
ARE GUARANTEED 12 MONTHS OR 12,000
MILES, WHICHEVER COMES FIRST.

- DAVIES CONVENIENCES:
1. Certified Technicians
 2. Early Drop Off
 3. Med. Duty Truck Shop
 4. Extended Evening Hours
 5. Complete Body Shop
 6. Discount Rentals
 7. Fast Lube
 8. Genuine Ford Parts
 9. Saturday Hours
 10. We Service Most Cars & Trucks

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 FIT-
NESS FOR A PARTICULAR PURPOSE, AND NEITHER
ASSUMES NOR AUTHORIZES ANY 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 CONSE-
QUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES
FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR
INCOME, OF ANY OTHER INCIDENTAL DAMAGES.

IMPORTANT
 YOU MAY RECEIVE A QUESTIONNAIRE
FROM THE MANUFACTURER IN
THE NEXT FEW DAYS. IF FOR ANY
REASON YOU CANNOT GRADE US AS
"COMPLETELY SATISFIED, A 10"
PLEASE CALL OUR SERVICE MANAGER.
 GARY DEANGLIS
 (724) 628-2720
 YOUR SATISFACTION IS
 OUR NO. 1 CONCERN.

*Thank You,
The Davies
Team*
3:28am

charge for the cost of parts
 the customer waives
 the cost of parts
 the customer waives
 the cost of parts
 the customer waives



COMPLETE SATISFACTION is Knowing
 You PAID LESS And Got TREATED BETTER!
 P.O. BOX 1052, 2551 MEMORIAL BLVD., RTE. 119 NORTH
 CONNELLSVILLE, PA 15425
 TELEPHONE: (724) 628-2720

ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
JEFF KUHN	642	02/26/07	FD06124053
YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES	
05 FORD TRUCK/FREESTYLE/K05			
VEHICLE NO.	SELLING DEALER NO.	PRODUCTION DATE	
F M D K 051956			
BUSINESS PHONE	COMMENTS	R. O. DATE	
		02/26/07	

LABOR & PARTS	WARRANTY
J# 1-10F0Z08 WONT START CUSTOMER STATES ENGINE WILL NOT START, CRANK NO START. VERIFIED NO START, CHECKED OASIS, FOUND TSB TO REPROGRAM PCM FOR HARD START, LONG CRANK TIME. REPROGRAMMED PCM, RECHECKED MIL OFF AT THIS TIME. NO FURTHER PROBLEMS.	TECH(S): 3
PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE	
	JOB # 1 TOTAL PARTS 0.00
	JOB # 1 TOTAL LABOR & PARTS 0.00
J# 2-99F0Z99P MULTI-POINT INSPECTI PERFORM PCM MULTI-POINT INSPECTION PERFORMED DURING EVERY SERVICE MULTI-POINT INSPECTION COMPLETED	TECH(S): 3
PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE	
	JOB # 2 TOTAL PARTS 0.00
	JOB # 2 TOTAL LABOR & PARTS 0.00
J# 3-00F0Z04 REPLACE AIR FILTER CUSTOMER STATES REPLACE AIR FILTER REPLACED AIR FILTER	TECH(S): 3
PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE	
JOB # 3 1 5E9Z 9601-AA ELEMENT 014547	26.00
	JOB # 3 TOTAL PARTS 26.00
	JOB # 3 TOTAL LABOR & PARTS 38.60
J# 4-99F0ZG1RE FIRE CHECKED OK	TECH(S): 3
PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE	
	JOB # 4 TOTAL PARTS 0.00
	JOB # 4 TOTAL LABOR & PARTS 0.00
MISC CODE DESCRIPTION CONTROL NO	
JOB # 1 D2 SERVICE COUPON	18.65
	TOTAL MISC 18.65

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 120 MILES, WHICHEVER COMES FIRST.

- DAVIES CONVENIENCES:
1. Certified Technicians
 2. Early Drop Off
 3. Med. Duty Truck Shop
 4. Extended Evening Hours
 5. Complete Body Shop
 6. Discount Rentals
 7. Fast Lube
 8. Genuine Ford Parts
 9. Saturday Hours
 10. We Service Most Cars & Trucks

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 PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVERY FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY OR FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OF ANY OTHER INCIDENTAL DAMAGES.

IMPORTANT
 YOU MAY RECEIVE A QUESTIONNAIRE FROM THE MANUFACTURER IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED, A 10" PLEASE CALL OUR SERVICE MANAGER.
 GARY DEANGLIS
 (724) 628-2720
 YOUR SATISFACTION IS OUR NO. 1 CONCERN.

*Thank You,
 The Davies
 Team*

Reynolds and Reynolds EPALZIRNVE C0260514 Q (05/06)



Where COMPLETE SATISFACTION is Knowing
You PAID LESS And Got TREATED BETTER!

P.O. BOX 1052, 2551 MEMORIAL BLVD., RTE. 119 NORTH
CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

CUSTOMER NO. 15644	ADVISOR APRIL METTS	TAG NO.	INVOICE DATE 10/18/06	INVOICE NO. FOWNS120655
	LABOR RATE 18	MILEAGE 9988	COLLECTOR	STATION
	YEAR / MAKE / MODEL 05/FORD TRUCK/FREESTYLE/K05		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 1FMDK051856		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R. O. DATE 09/27/06	

LABOR & PARTS
J# 2-45FOZ

STEERING/SUSPENSION HOURS: 1.60 TECH(S): 231
CUSTOMER STATES INSPECT INSIDE TIRE WEAR
CHECK ALIGNMENT
VERIFIED CONCERN, CHECKED ALIGNMETN
SET FRONT CASTER, CHAMBER, TOE AND REAR TOE
REPLACE TWO FRONT TIRES INSTALKL BEST TIRES ON REAR OF VEHIC
LE LUBE STEERING STOPS

PARTS	QTY	FP NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 2	2	9002-1547388-0000	P215/65-140630	75.00	150.00	105.00
JOB # 2 COST TOTAL				150.00		
JOB # 2 TOTAL PARTS						
JOB # 2 TOTAL LABOR & PARTS						

COMMENTS

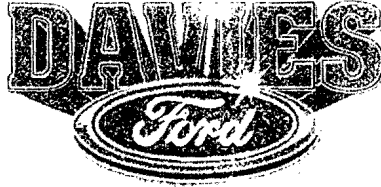
DELETED OPERATION(S)
45FOZ10 SUSPENSION NOISE 46FOZ07 MOUNT AND BALANCE

R/O TAX 0.00

ALL NEW OR FACTORY REBUILT PARTS
ARE GUARANTEED 12 MONTHS OR 12,000
MILES, WHICHEVER COMES FIRST.

DAVIES CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. Extended Evening Hours
5. Complete Body Shop
6. Discount Rentals
7. Fast Lube



Where COMPLETE SATISFACTION Is Knowing
You PAID LESS And Got TREATED BETTER!

P.O. BOX 1052, 2551 MEMORIAL BLVD., RTE. 119 NORTH
CONNELLSVILLE, PA 15425
TELEPHONE: (724) 628-2720

CUSTOMER NO. T5644	ADVISOR EBZHE	TAG NO. 230	INVOICE DATE 11/28/06	INVOICE NO. FOWS122003
	CENSE NO.	MILEAGE 667	DELIVERY DATE	DELIVERY MILES
	YEAR / MAKE / MODEL 05 FORD TRUCK/FREESTYLE/K05	10025	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE MT PLEASANT, PA	BUSINESS PHONE	COMMENTS FEMDK051950	R. O. DATE 11/21/06	

LABOR & PARTS
J# 3 61FOZ12 WATER LEAK HOURS: 0.90 TECH(S):3
CUSTOMER STATES THE PASSANGER SIDE OF THE MOONROOF IS LEAKING
WATER-TEST SUN ROOF ALL DRAINS OPEN NO LEAKS FOUND REPLACE SUNROOF MOTOR AND PERFORM MOTOR INITIALIZATION PROCEDURE AS PER TSB

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 3	1	4F9Z-15790-AA	MOTOR A 024662	158.91	158.91	222.47
				JOB # 3 COST TOTAL	158.91	
				JOB # 3 TOTAL PARTS		

JOB # 3 TOTAL LABOR & PARTS

J# 4 21FOZ01 COOLING SYS CONCERN HOURS: 0.40 TECH(S):3
CUSTOMER STATES WHEN THEY TURN THE HEAT ON THERE IS A ANTI FREEZE SMOEL COMING FROM VENTS, CAN SMELL IT ON THE OUTSIDE
PRESSURE TEST COOLING SYSTEM NO LEAKS FOUND AT THIS TIME

JOB # 4 TOTAL LABOR & PARTS

J# 5 60FOZ11 SEAT BELTS HOURS: 0.90 TECH(S):3
CUST STATES THE DRIVERS SIDE REAR SEATBELT DOESN'T RETRACT
REPLACE RETRACTOR ASSY TO CORRECT

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 5	1	5F9Z-74611B69-AA	SEAT BE 040748	28.97	28.97	40.56
				JOB # 5 COST TOTAL	28.97	
				JOB # 5 TOTAL PARTS		

JOB # 5 TOTAL LABOR & PARTS

7+17FOZ PERFORM RECALL HOURS: 1.00 TECH(S):3
PERFORM UPDATED RECALL
06S45
PERFORMED UPDATED RECALL
INSTALL RAIN HATS LUBE LATCHS INSTALL TAPE FOR REAR DOORS

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 7	1	5F9Z-218B48-A	COVER 290889	14.59	14.59	20.43
				JOB # 7 COST TOTAL	14.59	
				JOB # 7 TOTAL PARTS		

JOB # 7 TOTAL LABOR & PARTS

R/O TAX
R/O TOTALS

WARRANTY CLAIM DETAIL TOTALS

AIM#	TOTAL
2003-03	
2003-04	
2003-05	
2003-07	
AIM TOTALS	

Handwritten: 29, 349, 39

All Action Details for Issue

Print

VIN: 1FMDK05195G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1578233406
Name: [REDACTED] Owner Status: Original WSD: 2006-04-19
Symptom Desc: TIRES/WHEELS NOISE Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CANCEL
Initial Customer Contact: 05/02/2007

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: KIRNESHYA WYNS (KWYNS) Analyst: KWYNS
Action Date: 05/01/2007 Action Time: 09.41.05.728 Action Data: No

Comments CUSTOMER SAID: =CUST IS CALLING REGARDING HER VEH ON-GOING CONCERNS=THE SUNROOF IS LEAKING, WHICH HAS CAUSED THE HEAD LINER TO GO BAD=CUST IS HAVING PROBLEMS WITH STEERING=BRAKE CONCERNS AS WELL=THE HEADLIGHT SWITCHES ARE INOP=THERE IS A BAD ANTIFREEZE SMELL COMING FROM THE VEH, BUT CUST NOR DLR CAN FIND A LEAK=CUST IS HAVING TRANS CONCERNS=CUST SPOKE WITH MIKE IN SERV.=CUST IS INQUIRING THE LEMON LAW=CUST IS SEEKING FOR HER VEH TO BE REPAIREDDEALER SAID: DAVIES FORDRTE 119 N, 2551 MEMORIAL BLVD. CONNELLSVILLE, PA 15425TEL:(724) 628-2720CRC ADVISED: WE WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. NOTE: TO CSR DOCUMENT CONVERSATION FROM DEALERSHIP=ADVISED CUST OF THE ABOVE===OBC TO DLR====SPOKE WITH MIKE IN SERV.=HAS YET TO VERIFY THE CONCERN WITH THE HEADLIGHTS, AND ANTIFREEZE SMELL=THERE IS A NOISE WITHIN THE FRONT END OF THE VEH, WHEN TURNING LEFT=THERE IS A TIRE NOISE =TECH FEELS THAT THE FRONT END NOISE IS DUE TO THE TIRES ON THE VEH

Action: UNABLE TO CONTACT CUSTOMER TO DATE
Dealer: 07329 DAVIES FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54
Action Date: 05/02/2007 Action Time: 14.08.45.384 Action Data: No

Comments OBC TO CUST FOR INITIAL CONTACT-UNABLE TO REACH-LM WITH CONTACT INFO ON VM ADVISING I WILL F/U THURS., 5/3 BETWEEN 8 AM-4:30 PM EST

Action: UNABLE TO CONTACT CUSTOMER TO DATE
Dealer: 07329 DAVIES FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54
Action Date: 05/03/2007 Action Time: 11.34.25.859 Action Data: No

Comments OBC TO CUST FOR INITIAL CONTACT-UNABLE TO REACH (2ND ATT)-LM WITH CONTACT INFO ON VM ADVISING I WILL MAKE MY FINAL ATT TO MAKE CONTACT FRI., 5/4 BETWEEN 8 AM-4:30 PM EST

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07329 DAVIES FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: CRUZ, MELISSA Analyst: MCRUZ54
Action Date: 05/03/2007 Action Time: 14.53.11.982 Action Data: No

Comments REP MADE OBC TO DLR-SPOKE WITH S/D GARY-STATES VEH IS THERE NOW AND THEY ARE WORKING TOWARDS A SUCCESSFUL REPAIR

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 07329 DAVIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 22000 MI

Comm Type: PHONE

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

Action Date: 05/04/2007

Action Time: 16.14.09.861 **Action Data:** No

Comments OBC TO CUST-UNABLE TO REACH OR LM-LINE RANG CONTINUOUSLY AND THEN WENT BUSY-THIS IS THIRD ATTEMPT-NO F/U WILL BE SCHEDULED-CUST TO RESPOND BY MON., 5/7-IF NO RESPONSE, REP WILL SEND "UNABLE TO CONTACT" LETTER

Action: CANCEL ISSUE

Dealer: 07329 DAVIES FORD

Origin Desc: ALLIANCE TEAM

Odometer: 22000 MI

Comm Type: OTHER

Analyst Name: BEST (MBEST10),MICHELLE

Analyst: MBEST10

Action Date: 05/29/2007

Action Time: 09.08.59.389

Action Data: No

Comments CANCELLING PER COMMENTS.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK05195G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1578233406
Name: [REDACTED] Owner Status: Original WSD: 2006-04-19
Symptom Desc: ODOR UNDERHOOD Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: KIRNESHAWYNS (KWYNS) Analyst: KWYNS
Action Date: 05/01/2007 Action Time: 09.47.10.970 Action Data: No

Comments CUSTOMER SAID: =CUST IS CALLING REGARDING HER VEH ON-GOING CONCERNS=THE SUNROOF IS LEAKING, WHICH HAS CAUSED THE HEAD LINER TO GO BAD=CUST IS HAVING PROBLEMS WITH STEERING=BRAKE CONCERNS AS WELL=THE HEADLIGHT SWITCHES ARE INOP=THERE IS A BAD ANTIFREEZE SMELL COMING FROM THE VEH, BUT CUST NOR DLR CAN FIND A LEAK=CUST IS HAVING TRANS CONCERNS=CUST SPOKE WITH MIKE IN SERV.=CUST IS INQUIRING THE LEMON LAW=CUST IS SEEKING FOR HER VEH TO BE REPAIREDDEALER SAID: DAVIES FORDRTE 119 N, 2551 MEMORIAL BLVD. CONNELLSVILLE, PA 15425TEL:(724) 628-2720CRC ADVISED: WE WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. NOTE: TO CSR DOCUMENT CONVERSATION FROM DEALERSHIP=ADVISED CUST OF THE ABOVE===OBC TO DLR====SPOKE WITH MIKE IN SERV.=HAS YET TO VERIFY THE CONCERN WITH THE HEADLIGHTS, AND ANTIFREEZE SMELL=THERE IS A NOISE WITHIN THE FRONT END OF THE VEH, WHEN TURNING LEFT=THERE IS A TIRE NOISE =TECH FEELS THAT THE FRONT END NOISE IS DUE TO THE TIRES ON THE VEH

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK05195G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1578233406
Name: [REDACTED] Owner Status: Original WSD: 2006-04-19
Symptom Desc: LIGHTING SYSTEM EXT. LIGHTING HEADLAMPS Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS Origin Desc: US CONCERN CASE BASE
Dealer: 07329 DAVIES FORD
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: KIRNESHYA WYNS (KWYNS) Analyst: KWYNS
Action Date: 05/01/2007 Action Time: 09.45.36.238 Action Data: No

Comments CUSTOMER SAID: =CUST IS CALLING REGARDING HER VEH ON-GOING CONCERNS=THE SUNROOF IS LEAKING, WHICH HAS CAUSED THE HEAD LINER TO GO BAD=CUST IS HAVING PROBLEMS WITH STEERING=BRAKE CONCERNS AS WELL=THE HEADLIGHT SWITCHES ARE INOP=THERE IS A BAD ANTIFREEZE SMELL COMING FROM THE VEH, BUT CUST NOR DLR CAN FIND A LEAK=CUST IS HAVING TRANS CONCERNS=CUST SPOKE WITH MIKE IN SERV.=CUST IS INQUIRING THE LEMON LAW=CUST IS SEEKING FOR HER VEH TO BE REPAIREDDEALER SAID: DAVIES FORDRTE 119 N, 2551 MEMORIAL BLVD. CONNELLSVILLE, PA 15425TEL:(724) 628-2720CRC ADVISED: WE WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. NOTE: TO CSR DOCUMENT CONVERSATION FROM DEALERSHIP=ADVISED CUST OF THE ABOVE===OBC TO DLR===SPOKE WITH MIKE IN SERV.=HAS YET TO VERIFY THE CONCERN WITH THE HEADLIGHTS, AND ANTIFREEZE SMELL=THERE IS A NOISE WITHIN THE FRONT END OF THE VEH, WHEN TURNING LEFT=THERE IS A TIRE NOISE =TECH FEELS THAT THE FRONT END NOISE IS DUE TO THE TIRES ON THE VEH

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK05195G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1578233406
Name: [REDACTED] Owner Status: Original WSD: 2006-04-19
Symptom Desc: ROOF OPTIONS SUN/MOONROOF LEAKS WATER Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: KIRNESHYA WYNS (KWYNS) Analyst: KWYNS
Action Date: 05/01/2007 Action Time: 09.44.29.434 Action Data: No

Comments CUSTOMER SAID: =CUST IS CALLING REGARDING HER VEH ON-GOING CONCERNS=THE SUNROOF IS LEAKING, WHICH HAS CAUSED THE HEAD LINER TO GO BAD=CUST IS HAVING PROBLEMS WITH STEERING=BRAKE CONCERNS AS WELL=THE HEADLIGHT SWITCHES ARE INOP=THERE IS A BAD ANTIFREEZE SMELL COMING FROM THE VEH, BUT CUST NOR DLR CAN FIND A LEAK=CUST IS HAVING TRANS CONCERNS=CUST SPOKE WITH MIKE IN SERV.=CUST IS INQUIRING THE LEMON LAW=CUST IS SEEKING FOR HER VEH TO BE REPAIREDDEALER SAID: DAVIES FORDRTE 119 N, 2551 MEMORIAL BLVD. CONNELLSVILLE, PA 15425TEL:(724) 628-2720CRC ADVISED: WE WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. NOTE: TO CSR DOCUMENT CONVERSATION FROM DEALERSHIP=ADVISED CUST OF THE ABOVE===OBC TO DLR====SPOKE WITH MIKE IN SERV.=HAS YET TO VERIFY THE CONCERN WITH THE HEADLIGHTS, AND ANTIFREEZE SMELL=THERE IS A NOISE WITHIN THE FRONT END OF THE VEH, WHEN TURNING LEFT=THERE IS A TIRE NOISE =TECH FEELS THAT THE FRONT END NOISE IS DUE TO THE TIRES ON THE VEH

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMDK05195G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1578233406
Name: [REDACTED] Owner Status: Original WSD: 2006-04-19
Symptom Desc: SERVICE BRAKE PEDAL PULSATES Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: KIRNESHYA WYNS (KWYNS) Analyst: KWYNS
Action Date: 05/01/2007 Action Time: 09.42.40.411 Action Data: No

Comments CUSTOMER SAID: =CUST IS CALLING REGARDING HER VEH ON-GOING CONCERNS=THE SUNROOF IS LEAKING, WHICH HAS CAUSED THE HEAD LINER TO GO BAD=CUST IS HAVING PROBLEMS WITH STEERING=BRAKE CONCERNS AS WELL=THE HEADLIGHT SWITCHES ARE INOP=THERE IS A BAD ANTIFREEZE SMELL COMING FROM THE VEH, BUT CUST NOR DLR CAN FIND A LEAK=CUST IS HAVING TRANS CONCERNS=CUST SPOKE WITH MIKE IN SERV.=CUST IS INQUIRING THE LEMON LAW=CUST IS SEEKING FOR HER VEH TO BE REPAIREDDEALER SAID: DAVIES FORDRTE 119 N, 2551 MEMORIAL BLVD. CONNELLSVILLE, PA 15425TEL:(724) 628-2720CRC ADVISED: WE WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE FURTHER AND WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. NOTE: TO CSR DOCUMENT CONVERSATION FROM DEALERSHIP=ADVISED CUST OF THE ABOVE===OBC TO DLR===SPOKE WITH MIKE IN SERV.=HAS YET TO VERIFY THE CONCERN WITH THE HEADLIGHTS, AND ANTIFREEZE SMELL=THERE IS A NOISE WITHIN THE FRONT END OF THE VEH, WHEN TURNING LEFT=THERE IS A TIRE NOISE =TECH FEELS THAT THE FRONT END NOISE IS DUE TO THE TIRES ON THE VEH

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMDK05195G [REDACTED] Year: 2005 Model: FREESTYLE Case: 1578233406
 Name: [REDACTED] Owner Status: Original WSD: 2006-04-19
 Symptom Desc: SERVICE BRAKE INOP/INEFFECT FRONT AND REAR Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE
 Odometer: 13000 MI Comm Type: PHONE
 Analyst Name: MASON (FMASON16),FREDDIE Analyst: FMASON16
 Action Date: 12/06/2006 Action Time: 16.03.34.728 Action Data: Yes

Comments CUSTOMER SAID: THE ACCIDENT HAPPENED ON NOV 21 06-THE BRAKES FAILED AND SHE HIT A VEH IN TH EFRONT END THAT WAS PARKED-SHE WAS AT HER BABY SITTERS HOUSE -THERE WAS NO POLICE REPORT MADE-SHE DID NOT FILE A CLAIM WITH HER INSURANCE COMPANY-VEH CAN BE REPAIRED-SHE HIT ANOTHER VEH AND DAMAGED THE FRONT BUMPER-NOONE WAS INJURIED-SHE WANTS FORD TO REPAIR THE VEH-----TOOK HE VEH TO THE DLRSHF FOR THE BRAKES AND THEY REPAIRED IT-CUST SAYS THAT SHE HAD THIS CONCERN BEFORE THE ACCIDENT ADN DID NOT GO TO THE DLRSHF AT THAT TIME-CUST SAYS THAT HER HUSBAND REPAIRED THE VEH BY PUTTING BRAKE PADS ON ITDEALER SAID: DAVIES FORDRTE 119 N, 2551 MEMORIAL BLVD. CONNELLSVILLE, PA 15425TEL:(724) 628-2720CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU WITHIN 7-10 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

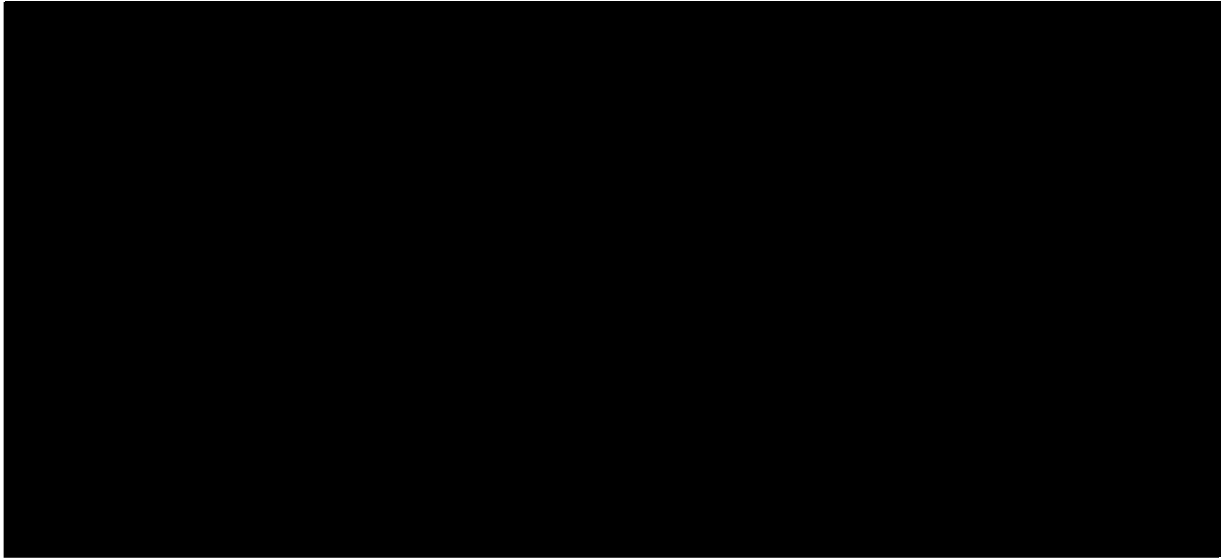
Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER
 Dealer: 07329 DAVIES FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 13000 MI Comm Type: OUTBOUND CUSTOMER MAIL
 Analyst Name: MICLEA MARCEL Analyst: MMICLEA
 Action Date: 12/08/2006 Action Time: 09.44.46.155 Action Data: No

Comments VEHICLE INVOLVED IN ACCIDENT ALLEGEDLY DUE TO A BRAKE FAILURE---NO POLICE REPORT FILED---NO CLAIM WITH INSURANCE MADE---VEHICLE REPAIRABLE---NO INJURIES---DEALER FIXED THE BRAKES---CUSTOMER IS SEEKING REPAIRS BY FORD--VEHICLE UNDER WARRANTY.

Action: DENY ASSISTANCE - REFER TO INSURANCE CARRIER
 Dealer: 07329 DAVIES FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 13000 MI Comm Type: OUTBOUND CUSTOMER MAIL
 Analyst Name: MICLEA MARCEL Analyst: MMICLEA
 Action Date: 12/08/2006 Action Time: 09.45.15.754 Action Data: No

Comments LPA WILL SEND LETTER DIRECTING CUSTOMER TO THE INSURANCE COMPANY FOR ASSISTANCE. CASE CLOSED.



ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

DAVE LILLEY, ESQ., OF COUNSEL
LICENSED IN TEXAS

1912 LOOP 11
WICHITA FALLS, TX 76306
(940) 761-5900 FACSIMILE: (940) 855-4900
EMAIL: DLILLEY@LEMONLAWINFO.COM

August 11, 2010

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
NOTICE PURSUANT TO T.C.A. § 17.505

Our Client: [REDACTED]
Vehicle: 07 Ford Freestyle
VIN: 1FMZK02177G [REDACTED]
Date of purchase: 11/28/06
Our File No.: TX10-10195

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. **Stalling;**
3. **Noise;**
4. **Brakes;**

5. Transmission.

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.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose and that you breached your warranties to my client. These acts caused harm for which our client intends to seek redress.

To avoid any litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including mental anguish and our client's attorneys' fees pursuant to the fee-shifting provisions of the Texas Deceptive Trade Practices Act, the Magnuson-Moss Warranty Act and/or Lemon Law. The specific amount demanded herein for these damages totals \$38,614.32. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

You are further hereby notified that should you force litigation, my client will seek treble damages against your company for its violations herein.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client needs return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties damages by cover and reserves the right to claim such damages here. 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, I 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 our 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) for any loss caused our client by your failure. *Please also consider this letter prior direct written notification pursuant to T.C.A. § 17.505 and of our client's intent to pursue a claim pursuant to said statute.* If you desire an inspection pursuant to said provision, you are hereby directed to contact this office within sixty (60) days of the date of this letter.

However, you are advised suit may be filed sixty-one (61) days after the sending of this letter, and earlier should the same be necessary to avoid the running of the statute of limitations.

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.

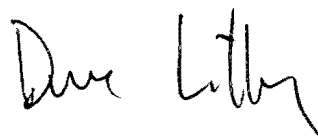
Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

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. 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.

I encourage you to contact this office at your earliest convenience with an offer for resolution of this claim. Should you fail to do so in a timely manner, we will assume that you do not seek an amicable resolution and we will file a claim in a court of law seeking all actual and exemplary damages available.

Sincerely,



Dave Lilley, Esq.
Attorney at Law

CC: [REDACTED]

7GA12750

226579

BOBBY FORD, INC.



1200 NORTH HWY. 288-B
RICHWOOD, TX 77531
PHONE: (979) 265-4224 FAX: (979) 265-3707
www.bobbyford.com

INVOICE

PAGE 1

SERVICE ADVISOR: 1883 DANNY MCCASLAND

ANGLETON, TX
HOME: [REDACTED] BUS:
CELL: [REDACTED]

COLOUR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	07	FORD FREESTYLE	1FMZK02177G		32611/32611	T818
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	BATE	PAYMENT
01JAN07 DD			13:18 31JUL08		0.00	CASH
R.O. OPENED	READY	OPTIONS: DLR:04463-5 ENG:3.0_Liter_Duratec				

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

A C/S IN MORNING BACKING OUT OF DRIVEWAY THERE IS A SQUEALING NOISE FROM THE REAR END
 CAUSE: FIXED BY LINE "B"
 RL RELATED LINE

PARTS:	1825 ISPA	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
--------	-----------	------	--------	------	--------	------	---------------	------

32611 FIXED BY LINE "B"

B RECALL 07N10 REAR BRAKE PAD
 CAUSE: 32611 CHECKED BRAKE PADS, FOUND REAR PADS LESS THAN 3MM THICK (1.5MM). FRONT PADS AT 70%. RESURFACE REAR ROTORS, AND INSTALL PADS AS PER P

07N10B REAR BRAKE WEAR - L

1	1825 ISPA	2.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
---	-----------	------	--------	------	--------	------	---------------	------

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

32611 CHECKED BRAKE PADS, FOUND REAR PADS LESS THAN 3MM THICK (1.5MM). FRONT PADS AT 70%. RESURFACE REAR ROTORS, AND INSTALL PADS AS PER P 1825 2.0 HOURS

WE WANT YOU TO BE COMPLETELY SATISFIED WITH YOUR OVERALL SERVICE EXPERIENCE. WE WELCOME SUGGESTIONS FOR IMPROVEMENT.

THANK YOU FOR RECOMMENDING US.

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. I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH 19.503 Texas Business and Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: 519383

33734



288 Freeway, P.O. Box 2409, Angleton, TX 77516, 1-888-828-7200, 1-713-422-7200, www.gulfcoast.com

INVOICE

www.gulfcoast.net



PAGE 1

WEST COLUMBIA, TX
HOME:
BUS:

CONT:N/A
CELL:

SERVICE ADVISOR: 1122 ANGIE SHAW

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	07	FORD FREESTYLE	1FMZK02177G		54134/54134	T5431

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN07 DL			10JUL09		VAR	CASH	10JUL09

R.G. OPENED READY OPTIONS: DLR:08373 ENG:3.0 Liter Duratec

07:15 10JUL09 16:28 10JUL09

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							

A CUSTOMER STATES WRENCH LIGHT CAME ON THEN WENT OFF AND ALSO VEHICLE WAS STALLING OUT - REPORT - HAS ESP

CAUSE:

99 DRIVABILITY DIAGNOSIS

305 WESP

(N/C)

1 6F9Z*9E926*AA THROTTLE BODY AND MOTOR ASY

(N/C)

LABOR TO IDS DIAG., KOEO/KOER U0401 ETC FREEZE FRAME INDICATES 1

FAULT. REFER TO TSB 07-2-2. RENEW ETC. CLEAR CODES. RETEST ROAD TEST

PERFORM QCM INSPECTION

99P PERFORM QCM INSPECTION

305 INT

(N/C)

GTIRE PERFORM TIRE INSPECTION/TIRES GOOD

305 INT

(N/C)

FORMED MULTI-POINT INSPECTION



IMPORTANT YOU MAY RECEIVE... CUSTOMER SATISFACTION... CONTACT YOUR SERVICE ADVISOR IMMEDIATELY. THANK YOU.

CASH CHECK # VISA AIR ACC # DATE PAID JUN 10 2009

LINE A

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

CUSTOMER SIGNATURE

COPY

CUSTOMER #: 519383

41866



3000 N. 288 Freeway
P.O. Box 2409
ANGLETON, TX 77516
1-888-828-7200
1-713-422-7200
www.gulfcoast.com

INVOICE

www.gulfcoast.net



PAGE 1

WEST COLUMBIA, TX
HOME: [REDACTED] CONT:N/A
BUS: [REDACTED] CELL:

SERVICE ADVISOR: 1122 ANGIE SHAW

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / ON	TAG
	07	FORD FREESTYLE	1FMZK02177G		5103	T3842

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN07 DD			10JUN10		VAR	CASH	18JUN10

R.O. OPENED	READY	OPTIONS:
10:05 03JUN10	16:19 18JUN10	DLR:08373 ENG:3.0_Liter_Duratec

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

A CUSTOMER STATES VEHICLE IS MAKING A NOISE WHEN IT IS IN PARK BUT GOES AWAY WHEN PUT INTO DRIVE - REPORT

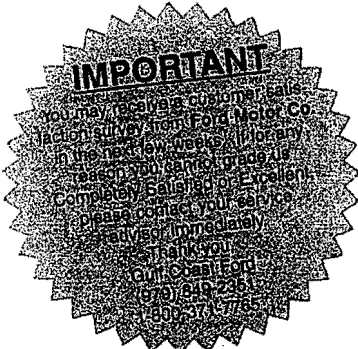
- 07 TRANSMISSION
 - 6500 W (N/C)
 - 1 XT*7*QCFT FLUID - TRANSMISSION (N/C)
 - 1 6F9Z*7000*ARM REMAN AUTOMATIC TRANSMISSION A (N/C)
 - 1 HDLG FEE (N/C)
- 07 TRANSMISSION
 - 6500 W (N/C)

VERIFIED NOISE AND PERFORMED ELECTRONIC DIAGNOSTICS--CHECKED PIDS WITH NOISE AND MONITORED FOR GEAR SELECTION COMPARED TO NOISE--DISSASSEMBLED AND INSPECTED--TRANS. HAS BEARING FAILURE AT INPUT SHAFT AND SECONDARY VARIATOR--REPLACED TRANSMISSION ASSEMBLY AND FLUSHED LINES--REASSEMBLED ORIGINAL FOR GEAR AND REPROGRAMMED PCM-TCM --ROAD TESTED TO VERIFY REPAIR



- B PERFORM QCM INSPECTION
 - 99P PERFORM QCM INSPECTION (N/C)
 - 6500 INT

P11



YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR CO. IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US COMPLETELY SATISFIED OR EXCELLENT, PLEASE CONTACT YOUR SERVICE ADVISOR IMMEDIATELY. THANK YOU.

CASH # [REDACTED]
CHECK # 5019 [REDACTED]
A/R ACC # [REDACTED]
DATE PAID JUN 18 2010

CUSTOMER PAY DEDUCTIBLE FOR LINE A		2252.00	
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	2252.00
		TOTAL CHARGES	2252.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	2252.00

All Action Details for Issue

Print

VIN: 1FMZK02177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1652591530
 Name: [REDACTED] Owner Status: Original WSD: 2006-11-28
 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 ESCALATION
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 75000 MI Comm Type: PHONE
 Analyst Name: HAMMEL, CALEB Analyst: CHAMMEL
 Action Date: 06/03/2010 Action Time: 14.01.57.805 Action Data: Yes

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
ASSIGNED TO	HNABB

Action: SUPERVISOR REQUEST LIVE CLOSE
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 75000 MI Comm Type: PHONE
 Analyst Name: NABB (HNABB), HEATHER Analyst: HNABB
 Action Date: 06/03/2010 Action Time: 14.04.07.486 Action Data: No

Comments CRC ADVISED: * CAS HEATHER TOOK SUP CALL LIVE *- CUST SAYS SHE BOUGHT WARRANTY IN GOOD FAITH AND FORD SHOULD ASSIST- CUST SAYS VEH IS CURRENTLY AT DLRSHIP AND THEY ARE DROPPING TRANS- SUP ADVISED WE CAN LOOK INTO ASSISTANCE BUT ONLY ONCE VEH HAS BEEN DIAG BY FLM DLRSHIP- CUST SAYS TOOK VEH TO BOBBY FORD WHILE UNDER WARRANTY BUT THEY COULD NOT LOOK AT VEH- SUP ADVISED CAN SPEAK WITH DONNY, S/M AT DLRSHIP ABOUT DISCOUNTS/ASSISTANCE* ESCALATION CLOSED *

Action: SUPERVISOR REQUEST CALL BACK UPDATE
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 75000 MI Comm Type: PHONE
 Analyst Name: JOHNSON (CJOHN547), CHRISTOPHER Analyst: CJOHN547
 Action Date: 06/10/2010 Action Time: 17.24.05.839 Action Data: No

Comments CUSTOMER SAID: =CUST CALLING BECAUSE SHE WAS ADVISED BY CAS HEATHER TO CONTACT THE CRC ONCE HER VEH WAS DIAGNOST=HEATHER STATED WE WOULD REVIEW FOR ANY POSSIBLE ASSISTANCE=\$5000 TO REPLACE THE BARING, OR \$6000 FOR A TRANSMISSION EXCHANGE
 CRC ADVISED: **CAS CHRIS**MADE OBC TO DLR==SPOKE TO S/M DONNY =SAID HE WOULD LOOK FOR WARRANTY RATES ON THE REPAIR AND REQUESTED I CONTACT HIM BACK=I ADVISED I WOULD F/U LATER TODAY=ADVISED MRS WALKER I MAY F/U WITH HER LATER TODAY OR TOMORROW, NO LATER THAN 7:00PM EST

Action: SUPERVISOR REQUEST CALL BACK UPDATE
 Dealer: Origin Desc: MANUAL - PHONE CSR
 Odometer: 75000 MI Comm Type: PHONE
 Analyst Name: JOHNSON (CJOHN547), CHRISTOPHER Analyst: CJOHN547
 Action Date: 06/10/2010 Action Time: 18.48.23.963 Action Data: No

Comments DEALER SAID: OBC TO DLR==SPOKE TO S/M DONNY=WAS ABLE TO GET WARRANTY RATES FOR THE REPAIR=TO REPLACE THE TRANS WITH PARTS & LABOR IS \$4493.84 , OVERHAUL IS \$3632.82
 GULF COAST FORD DEALER ADDRESS: 3100 HIGHWAY 288 NORTH ANGLETON TX 77515 DEALER MAIN PHONE: 713-422-7200
 CRC

ADVISED: =NONE

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75000 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547),CHRISTOPHER

Analyst: CJOHN547

Action Date: 06/11/2010

Action Time: 14.26.00.964**Action Data:** No

Comments DEALER SAID: OBC TO DLR=BOBBY FORD, INC.1200 NORTH HIGHWAY 288 BRICHWOOD TX 77531(979) 265-4224 =SPOKE TO S/M EARL CHESTNUT=CUST COULD HAVE BEEN PLACED IN A RENTAL VEH FOR ABOUT 5 DAYS EVEN THOUGH SHE HAS HER ESP=CUST COULD HAVE BROUGHT THE VEH TO GULF COAST BEFORE THE WARRANTY EXPIREDCRC ADVISED: CONTINUING FROM DLR INFO>>=EARL SAID HE WOULD REVIEW THE CASE WITH HIS G/M FOR FURTHER ASSISTANCEADVISED CUST I WOULD F/U AGAIN WITH HER ON 6/14/2010 BY 7:00PM EST WITH MORE INFO

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75000 MI

Comm Type: PHONE

Analyst Name: REED, JEFFREY

Analyst: JREED129

Action Date: 06/11/2010

Action Time: 15.15.06.431

Action Data: No

Comments CUSTOMER SAID: -CUST REQUESTING TO SPEAK WITH CHRIS SUPERVISOR HANDLING THE CASE WITH NEW DEVELOPEMENTS IN THE CASE.CRC ADVISED: -ADV CUST WITH CHRIS PERMISSION "CHRIS IS HANDLING OTHER CASES AT THE MOMENT, I'LL MAKE A NOTE IN THE SYSTEM AND WHEN HE HAS A MOMENT HE WILL GIVE YOU A CALL "

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: TIER ONE - MELBOURNE

Odometer: 75000 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547),CHRISTOPHER

Analyst: CJOHN547

Action Date: 06/14/2010

Action Time: 13.47.39.044

Action Data: No

Comments OBC TO DLR==SPOKE TO S/M EARL CHESTNUT(BOBBY FORD)=EARL SAID WHEN CUST ORIGINALLY SHOWED UP ON WED, SHE WAS AT 75017=CUST WAS OUT OF WARRANTY FROM THE BEGINNING=VEH CURRENTY IS AT GULF COAST FORD AND HAS 75095

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547),CHRISTOPHER

Analyst: CJOHN547

Action Date: 06/14/2010

Action Time: 14.18.33.120**Action Data:** No

Comments CRC ADVISED: **CAS CHRIS MADE OBC TO CUST**=SPOKE TO MRS WALKER =ADVISED CUST WE WOULD BE WILING TO SPLIT THE COST OF REPAIR FOR HER=CUST STATED SHE WOULD NEED SOME TIME TO REVIEW WITH HER HUSBAND AND REQUESTED I CALL HER BACK=I ADVISED I WOULD F/U WITH HER ON 6/15/2010 BY 7:00PM EST

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547),CHRISTOPHER

Analyst: CJOHN547

Action Date: 06/14/2010

Action Time: 19.01.53.293 Action Data: No

Comments CUSTOMER SAID: **CAS CHRIS MADE OBC TO CUST**=SPOKE TO HUSBAND ROBERT WALKER 979-997-6996=SAID HIS WIFE EXCEEDED THE WARRANTY ON THE WAY TO THE DLR SHP=WONDERING WHY FORD WAS NOT COVERING THE REPAIR CRC ADVISED: **CAS CHRIS SPOKE TO CUST=REITERATED INFORMATION JUST AS I EXPLAINED TO HIS SPOUSE=FORD REDUCED THE RATES OF THE REPAIR AND WAS WILLING TO MEET THE CUST HALF WAY=CUST REQUESTED TO REVIEW THE OFFER WITH HI WIFE=ADVISED I WOULD F/U WITH HIM AS SCHEDULED

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547), CHRISTOPHER Analyst: CJOHN547

Action Date: 06/15/2010

Action Time: 15.26.26.333 Action Data: No

Comments CRC ADVISED: **CAS CHRIS MADE CALL BACK**=IBC TO CUST ROBERT WALKER AT 9799976996=UNABLE TO REACH(1ST ATTEMPT)=LEFT MESSAGE TO F/U ON 6/16/2010 BY 7:00PM EST**ATTENTION CAS MEMBERS, IF CUST DOES CALL, AS PER THE INFORMATION PROVIDED FROM DAN CARLSON, WE WILL ONLY BE PROVIDING HALF OFF THE COST OF REPAIRS FROM THE WARRANTY RATES DOCUMENTED ON (6/10/2010)**

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547), CHRISTOPHER Analyst: CJOHN547

Action Date: 06/16/2010

Action Time: 16.22.09.320 Action Data: No

Comments CRC ADVISED: OBC TO DLR==SPOKE TO DLR SPOKE TO S/M DONNY=SAID CUST AUTHORIZED TO HAVE HAVE THE TRANSMISSION REPLACED =I SAID I WOULD CONTACT CUST TO CONFIRM THE INFO=OBC TO CUST, SPOKE TO DEBORAH WALKER AND CONFIRMED THE REPAIR DETAILS=CUST IS AWARE WE WOULD SPLIT THE COST OF THE TRANSMISSION REPAIR OF \$4494, LEAVING HER RESPONSIBLE FOR \$2200=CUST APPRECIATED THE HELP**NO FURTHER ACTION FROM FORD/ ESCALATION CLOSED**

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547), CHRISTOPHER Analyst: CJOHN547

Action Date: 06/18/2010

Action Time: 17.57.06.803 Action Data: No

Comments CRC ADVISED: **CAS CHRIS MADE OBC TO DLR**=SPOKE TO S/M DONNY=SAID THE VEH HAS BEEN REPAIRED BUT NOT RELEASED TO CUST YET=PROVIDED ME THE REPAIR INFO DLR P & A 08373, R.O. 41866, LINE A, AMOUNT IS \$2252(RATE @ 50%)=I ADVISED WE WOULD F/U WITH HIM ON 6/21/2010

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer:

Origin Desc: ALLIANCE TEAM

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: CARLSON (DCARLSO2), DANIEL Analyst: DCARLSO2

Action Date: 06/21/2010

Action Time: 11.53.55.712 Action Data: No

Comments DAN CARLSON -- CRC OPERATIONS MGR -- APPROVAL CODE UNDER P11 -- T23A2 (321-435-1488)

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 75092 MI

Comm Type: PHONE

Analyst Name: JOHNSON (CJOHN547),CHRISTOPHER **Analyst:** CJOHN547

Action Date: 06/21/2010

Action Time: 15.26.43.470 **Action Data:** No

Comments CRC ADVISED: **CAS CHRIS SPOKE TO DLR**=SPOKE TO S/M DONNY WHO CONFIRMED CUST HAS PICKED UP THE VEH AND HA PAID THE DIFFERENCE *NO FURTHER ACTION FROM FORD/ ESCALATION CLOSED**

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK02177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1652591530
Name: MRS DEBORAH M WALKER Owner Status: Original WSD: 2006-11-28
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: 75014 MI Comm Type: PHONE
Analyst Name: BURSON, DENISE Analyst: DBURSON
Action Date: 06/02/2010 Action Time: 18.07.38.029 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.)

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 75000 MI Comm Type: PHONE
Analyst Name: JOHNSON (CJOHN547), CHRISTOPHER Analyst: CJOHN547
Action Date: 06/10/2010 Action Time: 16.57.40.636 Action Data: No

Comments CUSTOMER PROFILE UPDATE

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 75000 MI Comm Type: PHONE
Analyst Name: RASZIPOVITS, AMY Analyst: ARASZIPO
Action Date: 06/14/2010 Action Time: 17.40.06.680 Action Data: No

Comments CUSTOMER SAID: PLEASE CONTACT MR. WALKER WHEN YOU HAVE A CHANCE--ROBERT WALKER979-997-6996CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED FOR UPDATING CUSTOMER INFORMATION ONLY. DO NOT USE FOR DOCUMENTING ANY OTHER ISSUES.)

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK02177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1652591530
Name: [REDACTED] Owner Status: Original WSD: 2006-11-28
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 40000 MI Comm Type: PHONE
Analyst Name: FUSCO, ANTHONY Analyst: AFUSCO7
Action Date: 06/14/2010 Action Time: 17.04.17.456 Action Data: No

Comments CUSTOMER SAID: -- HUSBAND REQUEST A CALL BACK TODAY IF POSSIBLE 9799976996 ROBERT
CUST NAMECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT
YOUR ISSUE MAY BE PROPERLY ADDRESSED.-- CRC ADVISED CUST F/U 06/15/2010 BY 19.00 HRS

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK02177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1652591530
Name: [REDACTED] Owner Status: Original WSD: 2006-11-28
Symptom Desc: AUTO TRANS GENERAL NOISE DURING ACCELERATION Primary Phone: [REDACTED]
Reason Desc: CLP - OUT - FIN ASSIST - OBC Secondary Phone: [REDACTED]
Issue Type: 03 CONCERN Issue Status: CLOSED
Initial Customer Contact:

Action: REPAIR - DEALER WILL REVIEW Origin Desc: US CONCERN CASE BASE
Dealer: 08373 GULF COASTFORD
Odometer: 75000 MI Comm Type: PHONE
Analyst Name: MORRICAL,JESSICA Analyst: JMORRICA
Action Date: 06/03/2010 Action Time: 12.50.38.833 Action Data: No

Comments CUSTOMER SAID: --CUSTOMER STATES SHE HAS A NOISE IN PARK--TOOK TO BOBBY FORD, DLR STATED TRANSMISSION GUY IS OUT, CANT LOOK AT IT UNTIL MONDAY--CUSTOMER PICKED UP VEHICLE AND TOOK TO GULF COAST FORD--DEALERSHIP HAS NOT YET INSPECTED THE VEHICLE--CUSTOMER STATES PER DLR, THEY'RE GOING TO HAVE TO DROP THE WHOLE TRANSMISSION--NOW, BECAUSE BOBBY FORD TOLD HER TO DRIVE THE VEHICLE, SHE'S OUTSIDE OF THE WARRANTY COVERAGE--CUSTOMER IS SEEKING FINANCIAL ASSISTANCE FOR THE REPAIR COSTDEALER SAID: GULF COAST FORD3000 NORTH 288 FREEWAYANGLETON, TX 77515TEL:(713) 422-7200CRC ADVISED: AFTER DISCUSSING YOUR SITUATION WITH YOUR SERVICE MANAGER (PROVIDE NAME), HE/SHE HAS AGREED TO REVIEW YOUR REQUEST. PLEASE SPEAK WITH (NAME OF SERVICE MANAGER) TO REVIEW THE DETAILS.--ADVISED OF ABOVE, ADVISED OF OBC TO DLRS**OBC TO GULF COAST FORD DLR**--SPOKE WITH DONNY S/M--DEALERSHIP CAN OFFER A SMALL DISCOUNT FOR THE REPAIR COST--**OBC TO BOBBY FORD**--SPOKE WITH BARBRA PARTS MANAGER AS S/M IS OUT OF THE OFFICE--WILLING TO REVIEW CUSTOMER FILE

Action: 03 CONTACT CLOSED AFTER SEVEN DAYS Origin Desc: SYSTEMS TEAM
Dealer: 08373 GULF COASTFORD
Odometer: 75000 MI Comm Type: OTHER
Analyst Name: Analyst: SYSTEM
Action Date: 06/10/2010 Action Time: 10.03.43.613 Action Data: No

Comments Contact closed; issue opened more than seven days.

Ford Confidential

All Action Details for Issue

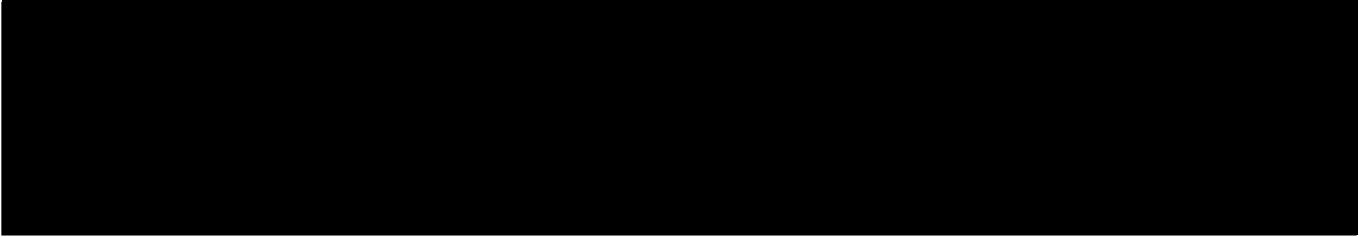
Print

VIN: 1FMZK02177G [REDACTED] Year: 2007 Model: FREESTYLE Case: 1652591530
Name [REDACTED] Owner Status: Original WSD: 2006-11-28
Symptom Desc: UNKNOWN SOURCE NOISE FRONT EXTERIOR Primary Phone: [REDACTED]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 08373 GULF COASTFORD Origin Desc: US CONCERN CASE BASE
Odometer: 75014 MI Comm Type: PHONE
Analyst Name: BURSON, DENISE Analyst: DBURSON
Action Date: 06/02/2010 Action Time: 18.37.22.477 Action Data: No

Comments CUSTOMER SAID: -NOISE WHILE IN PARK-TOOK TO DLR-DLR NEEDS TO KEEP VEH FOR 2 DAYS-CUS NEEDS ANOTHER VEH TO USE-14 MILES OUTSIDE OF ESP*****-PREVIOUS TRANSMISSION PROBLEMS JULY 2009-THROTTLE REPLACED ETC*****-CUS SEEKS FIN ASSIST FOR REPAIRS-REQUESTING RENTAL VEH DURING DIAGNOSIS/REPAIRDEALER SAID: GULF COAST FORD3000 NORTH 288 FREEWAY ANGLETON, TX 77515 TEL:(713) 422-7200 CRC 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 ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.-OBC TO DLR-S/A ANGIE-CAN LOOK AT VEH TOMORROW-NO LOANER VEH'S*****-ADVISED ABOUT 12/12 PARTS WARRANTY-ADVISED TO ASK DLR ABOUT RENTAL VEH ASSISTANCE=====CRC PREVIOUSLY CONTACTED:BOBBY FORD, INC.1200 NORTH HIGHWAY 288 BRICHWOOD, TX 77531 TEL:(979) 265-4224 -OBC TO DLR-S/A ALEX-CANNOT DIAGNOSE VEH UNTIL MONDAY-CANNOT CONSIDER FIN ASSIST UNTIL VEH IS DIAGNOSED-DLR ADVISED NOT TO DRIVE VEH-CUS PICKED UP VEH-CUS ADVISED WILL BRING VEH BACK MON

Ford Confidential



5-18-09 1:05

**SUMMONS
(CITACION JUDICIAL)**

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

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 27 2009

ALAN CARLSON, Clerk of the Court

BY M. WILSON DEPUTY

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):** *MC*
**FORD MOTOR COMPANY AND CITRUS MOTORS ONTARIO,
INC.**

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
JOHN WHITE AND SHEILA WHITE

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

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.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of Orange County
700 Civic Center Drive West
Santa Ana, CA 92701

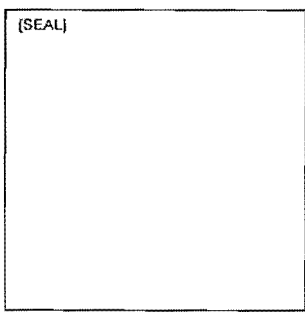
CASE NUMBER:
(Número del Caso): **00122436**

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):
Jennifer Basola, Krohn and Moss, Ltd.
5055 Wilshire Blvd., #300, Los Angeles, CA 90036. 323-988-2400

JUDGE JAMES J. DI CESARE
DEPT. C18
MELISSA WILSON

DATE: **APR 27 2009** **ALAN CARLSON** Clerk, by _____, Deputy
(Fecha) (Secretario) (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)).



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - 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):
 - by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Jennifer Basola #231538, Brett Shainfeld Esq. # 245093
 Krohn and Moss, Ltd.
 5055 Wilshire Blvd., Suite 300
 Los Angeles, CA 90036
 TELEPHONE NO: 323-988-2400 FAX NO: 866-431-5575
 ATTORNEY FOR (Name): Plaintiffs, John White and Sheila White

FOR COURT USE ONLY

FILED

SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CENTRAL JUSTICE CENTER

APR 27 2009

ALAN CARLSON, Clerk of the Court

BY M. WILSON DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
 STREET ADDRESS: 700 Civic Center Drive West
 MAILING ADDRESS: Same
 CITY AND ZIP CODE: Santa Ana, CA 92701
 BRANCH NAME: Civic Center Courthouse

CASE NAME:
 John White and Sheila White v. Ford Motor Company and Citrus Motors

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **30-2009**

JUDGE: **00122436**
JUDGE JAMES J. DICESARE

Items 1-5 below must be completed (see instructions on page 2)

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/DP/WD (23)</p> <p>Non-PI/DP/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/DP/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)</p>
---	--	--

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. Type of remedies sought (check all that apply):
 a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 5/30/2006
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 21, 2009
 Jennifer Basola

(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 complex case, this cover sheet will be used for statistical purposes only.

1 Jennifer Basola, Esq.- state Bar #- 231538
2 Brett Shainfeld Edq. State Bar # 245093
3 Krohn & Moss
4 5055 Wilshire Blvd., Suite 300
5 Los Angeles, CA 90036
6 (323) 988-2400
7 Attorneys for Plaintiffs, JOHN WHITE AND SHEILA WHITE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 27 2009

ALAN CARLSON, Clerk of the Court

BY M. WILSON , DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**
10 **UNLIMITED JURISDICTION**

11 JOHN WHITE AND SHEILA WHITE,)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)

Case No.: 30-2009
 00122436
COMPLAINT
JUDGE JAMES J. DI CESARE
DEPT. C18

17 **COMPLAINT**

18 NOW COME the Plaintiffs, JOHN WHITE AND SHEILA WHITE, by and through
19 Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendants,
20 FORD MOTOR COMPANY, and CITRUS MOTORS ONTARIO, INC., allege and
21 affirmatively state as follows:
22

23 **PARTIES**

24 1. Plaintiffs, JOHN WHITE AND SHEILA WHITE ("Plaintiffs), are individuals
25 who leased subject vehicle in the State of California.

1 7. On or about September 21, 2005, Plaintiffs took possession of the FREESTYLE
2 and shortly thereafter experienced the various defects listed below that substantially impair the
3 use, value and/or safety of the FREESTYLE.

4 8. The defects listed below violate the express written warranties issued to Plaintiffs
5 by manufacturer, as well as the implied warranty of merchantability.

6 9. Plaintiffs brought the FREESTYLE to seller and/or other authorized service
7 dealers of manufacturer for various defects, including, but not limited to the following:

- 8 a. Defective engine as evidenced by the engine makes a tapping noise on start up, the
9 engine makes a persistent knocking noise on start up and on cold starts, a no crank
10 no start condition, and when the vehicle is in reverse it will take off without a foot
11 on the gas;
- 11 b. Defective steering/suspension as evidenced by a clunking noise from the steering
12 wheel when turning, the vehicle is leaking fluid from underneath the engine area,
13 and an axle seal leak;
- 13 c. Defective body/trim as evidenced by the passenger wiper arm is lifting up;
- 14 d. Defective transmission as evidenced by the fluid leak;
- 15 e. Recalls; and,
- 16 f. Any additional complaints made by our client, whether or not they are contained
17 in your company's records or on any repair orders.

18 10. Plaintiffs provided Manufacturer and Seller sufficient opportunities to repair the
19 FREESTYLE.

20 11. Manufacturer and seller were unable and/or failed to repair the FREESTYLE
21 within reasonable number of attempts.

22 12. Plaintiffs justifiably lost confidence in the FREESTYLE's reliability and said
23 defects have substantially impaired the value of the FREESTYLE to Plaintiffs.

24 13. Said defects could have not been discovered by Plaintiffs prior to Plaintiffs'
25 acceptance of the FREESTYLE.

1 22. Manufacturer is a person engaged in the business of making a consumer product
2 directly available to Plaintiffs.

3 23. Seller is an authorized dealership/agent of Manufacturer designed to perform
4 repairs on vehicles under Manufacturer's automobile warranties.

5 24. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq.
6 ("Warranty Act") is applicable to Plaintiffs' Complaint in that the FREESTYLE was
7 manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
8

9 25. Plaintiffs' lease of the FREESTYLE was accompanied by written factory
10 warranties for any non-conformities or defects in materials or workmanship, comprising an
11 undertaking in writing in connection with the lease of the FREESTYLE to repair the
12 FREESTYLE or take other remedial action free of charge to Plaintiffs with respect to the
13 FREESTYLE in the event that the FREESTYLE failed to meet the specifications set forth in said
14 undertaking.

15 26. Said warranties were the basis of the bargain of the contract between the Plaintiffs
16 and Manufacturer for the sale of the FREESTYLE to Plaintiffs.

17 27. Said sale of Plaintiffs' FREESTYLE was induced by, and Plaintiffs relied upon,
18 these written warranties.

19 28. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in
20 the written warranties.

21 29. As a direct and proximate result of Manufacturer's failure to comply with its
22 express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §
23 2310(d), Plaintiffs are entitled to bring suit for such damages and other equitable relief.
24

25 WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

COMPLAINT

- 1 a. Return of all monies paid or in the alternative applicable damages pursuant to
2 section 2714 of the Commercial Code, and all incidental and consequential
3 damages incurred;
4 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
5 c. Such other and further relief that the Court deems just and appropriate.

6 **COUNT II**
7 **BREACH OF IMPLIED WARRANTY**
8 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**
9 **MANUFACTURER**

10 30. Plaintiffs reallege and incorporate by reference as through fully set forth herein,
11 paragraphs 1-19 of this complaint.

12 31. The FREESTYLE purchased by Plaintiffs was subject to an implied warranty of
13 merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended
14 consumer, Plaintiffs herein.

15 32. Manufacturer is a supplier of consumer goods as a person engaged in the business
16 of making a consumer product directly available to Plaintiffs.

17 33. Manufacturer is prohibited from disclaiming or modifying any implied warranty
18 when making a written warranty to the consumer or when Manufacturer has entered into a
19 contract in writing within ninety (90) days of lease to perform services relating to the
20 maintenance or repair of a motor vehicle.

21 34. Pursuant to 15 U.S.C. § 2308, Plaintiffs' FREESTYLE was impliedly warranted
22 to be substantially free of defects and non-conformities in both material and workmanship, and
23 thereby fit for the ordinary purpose for which the FREESTYLE was intended.

24 35. The FREESTYLE was warranted to pass without objection in the trade under the
25 contract description, and was required to conform to the descriptions of the vehicle contained in
the contracts and labels.

COMPLAINT

1 42. Pursuant to 15 U.S.C. §2308, Plaintiffs' FREESTYLE was impliedly warranted to
2 be substantially free of defects in both material and workmanship and thereby fit for the ordinary
3 purpose for which the Navigator was intended.

4 43. The FREESTYLE was warranted to pass without objection in the trade under the
5 contract description, and was required to conform to the descriptions of the vehicle contained in
6 the contracts and labels.

7 44. The above described defects render the FREESTYLE unmerchantable and
8 thereby not fit for the ordinary and essential purpose for which the FREESTYLE was intended
9 and as represented by Seller.

10 45. As a result of the breaches of implied warranty by Seller, Plaintiffs are without
11 the reasonable value of the FREESTYLE.

12 46. As a result of the breaches of implied warranty by Seller, Plaintiffs have suffered
13 and continues to suffer various damages.

14 WHEREFORE, Plaintiffs pray for judgment against Seller as follows:

- 15
- 16 a. Return of all monies paid or in the alternative applicable damages pursuant to
 - 17 section 2714 of the Commercial Code, and all incidental and consequential
 - 18 damages incurred;
 - 19 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
 - 20 c. Such other and further relief that the Court deems just and appropriate.

21

22 **COUNT IV**
23 **SONG -BEVERLY CONSUMER WARRANTY ACT**

24 47. Plaintiffs reallege and incorporate by reference as though fully set forth herein,
25 paragraphs 1-19 of this Complaint.

48. Pursuant to Cal Civ. Code. § 1793.22(b)(2), Plaintiffs have presented the
FREESTYLE to Seller and/or other authorized service dealers of Manufacturer within the term

1 of protection and have tendered the subject vehicle for repairs to defects that substantially affect,
2 the use, value and/or safety of the FREESTYLE..

3 49. Manufacturer, through Seller and/or other authorized dealerships, have been
4 unable to repair said defects in a reasonable number of attempts.

5 50. Pursuant to Cal Civ. Code. § 1793.2, Plaintiffs are entitled to a refund of the full
6 lease price of the vehicle, including all collateral charges and finance charges, and/or a
7 replacement vehicle, plus all attorney fees and costs.

8 51. Manufacturer has willfully violated the provisions of this act by knowing of its
9 obligations to refund or replace Plaintiffs' vehicle, but failing to fulfill them.

10 WHEREFORE, Plaintiffs prays for judgment against Manufacturer as follows:

- 11
- 12 a. Return of the FREESTYLE's lease price and all incidental and consequential
 - 13 b. Return of all finance charges incurred by Plaintiffs for the FREESTYLE;
 - 14 c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by
 - 15 d. Such other and further relief that this Court deems just and appropriate.

16 **COUNT V**
SONG –BEVERLY CONSUMER WARRANTY ACT

17 52. Plaintiff realleges and incorporates by reference as though fully set forth herein,
18 paragraphs 1-19 of this Complaint.

19 53. The FREESTYLE purchased by Plaintiff was subject to an implied warranty of
20 merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the
21 intended consumer, Plaintiff herein.

22 54. Manufacturer is a supplier of consumer goods as a person engaged in the business
23 of making a consumer product directly available to Plaintiff.

24 55. Manufacturer is prohibited from disclaiming or modifying any implied warranty
25 under Cal. Civ. Code §1790.

COMPLAINT

1 56. Pursuant to Cal. Civ. Code §1790, Plaintiff's FREESTYLE was impliedly
2 warranted to be fit for the ordinary use for which the FREESTYLE was intended.

3 57. The FREESTYLE was warranted to pass without objection in the trade under the
4 contract description, and was required to conform to the descriptions of the vehicle contained in
5 the contracts and labels.

6 58. The above described defects in the FREESTYLE caused it to fail to possess even
7 the most basic degree of fitness for ordinary use.

8 59. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has
9 suffered and continues to suffer various damages.

10 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- 11 a. Return of all monies paid or in the alternative applicable damages pursuant to section
- 12 2714 of the Commercial Code, and all incidental and consequential damages
- 13 incurred;
- 14 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
- 15 c. Such other and further relief that the Court deems just and appropriate.

16 PLAINTIFFS HEREBY REQUEST A JURY TRIAL IN THIS MATTER.

17
18
19 Dated this 21st day of April, 2009

20 _____
21 Jennifer Basola,
22 Attorney for Plaintiffs, JOHN
23 WHITE AND SHEILA
24 WHITE
25

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

COMPLAINT

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

COMPLAINT

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

5055 Wilshire Blvd Suite 300

Los Angeles, CA. 90036

www.krohnandmoss.com

Writer's Direct Number
(323) 988-2400
Writer's Direct Facsimile
(866) 431-5575
Writer's Direct E-Mail
tfriedman@consumerlawcenter.com

Writer licensed to practice
only in:
California
Illinois

February 2, 2009

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

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2005 Ford Freestyle
VIN: 1FMZK06175G [REDACTED]
Our File No.: L09012125A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("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 as such.

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.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client 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 client's 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 the engine makes a tapping noise on start up, the engine makes a persistent knocking noise on start up and on cold starts, a no crank no start condition, and when the vehicle is in reverse it will take off without a foot on the gas;

February 2, 2009

2. Defective steering/suspension as evidenced by a clunking noise from the steering wheel when turning, the vehicle is leaking fluid from underneath the engine area, and an axle seal leak;
3. Defective body/trim as evidenced by the passenger wiper arm is lifting up;
4. Defective transmission as evidenced by the fluid leak;
5. Recalls; and,
6. Any additional complaints made by our client, whether or not they are contained in your company's records or on any 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 client has justifiably lost confidence in the vehicle.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has 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.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or 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,



Todd Friedman
Attorney at Law

TF/tf

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

5055 Wilshire Blvd Suite 300

Los Angeles, CA. 90036

www.krohnandmoss.com

Writer's Direct Number
(323) 988-2400
Writer's Direct Facsimile
(866) 431-5575
Writer's Direct E-Mail
ifriedman@consumerlawcenter.com

Writer licensed to practice
only in:
California
Illinois

February 2, 2009

Citrus Motors Inc.
ATTN: Legal Department
1375 Woodruff Way
Ontario, CA 91761

RE: [REDACTED] v. Citrus Motors Inc.
Vehicle: 2005 Ford Freestyle
VIN: 1FMZK06175C [REDACTED]
Our File No.: L09012125A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("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 as such.

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.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client 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 client's 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 the engine makes a tapping noise on start up, the engine makes a persistent knocking noise on start up and on cold starts, a no crank no start condition, and when the vehicle is in reverse it will take off without a foot on the gas;

February 2, 2009

2. Defective steering/suspension as evidenced by a clunking noise from the steering wheel when turning, the vehicle is leaking fluid from underneath the engine area, and an axle seal leak;
3. Defective body/trim as evidenced by the passenger wiper arm is lifting up;
4. Defective transmission as evidenced by the fluid leak;
5. Recalls; and,
6. Any additional complaints made by our client, whether or not they are contained in your company's records or on any 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 client has justifiably lost confidence in the vehicle.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has 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.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or 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,



Todd Friedman
Attorney at Law

TF/af

SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY - CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 - 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C6	BANKS 714-834-3710	Friday 1:30 p.m.	Daily 8:45 a.m.	Noon	3:00 p.m.	Yes	Call (714) 834-3710 to reserve motion date. Moving party must submit on moving papers unless court invites oral argument. Counsel <u>must</u> reserve Ex Parte hearings with the courtroom by calling (714) 834-3710 and supply whatever information may be requested.
C17	CHAFFEE 714-834-3750	Friday 9:30 a.m.	Daily 1:30 p.m.	None	Noon	Yes - 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7884 or (888) 88-COURT
C15	CRAMIN 714-834-4680	Friday 10:00 a.m.	Daily 9:00 a.m.	Not required	11:00 a.m.	No	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C18	DI CESARE 714-834-4592	Thursday 1:30 p.m.	M,T,W,F 1:30 p.m.	Noon	10:30 a.m.	Yes - 3:00 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.
C20	DIDIER 714-834-4685	Friday 9:00 a.m.	M,T,W,Th 8:30 a.m.	Noon	3:00 p.m.	Yes	Moving party must submit on moving papers unless court invites oral argument. If one or all parties submit on the tentative, they each must notify the clerk. The tentative will become the final ruling if all parties submit, unless otherwise directed.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name & Address</i>): Telephone No.: _____ Fax No. (Optional): _____ E-Mail Address (Optional): _____ ATTORNEY FOR (<i>Name</i>): _____ Bar No: _____	FOR COURT USE ONLY CASE NUMBER: _____
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input checked="" type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 th Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION	

Plaintiff(s)/Petitioner(s), _____

and defendant(s)/respondent(s), _____

agree to the following dispute resolution process:

- Mediation
- Arbitration (must specify code)
 - Under section 1141.11 of the Code of Civil Procedure
 - Under section 1280 of the Code of Civil Procedure
- Neutral Case Evaluation
- Other (specify): _____

The ADR process must be completed no later than 90 days after the date of this Stipulation.

Plaintiff(s)/Petitioner(s) and defendant(s)/respondent(s) further agree as follows:

The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY) _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY)
 Date: _____ (SIGNATURE OF DEFENDANT OR ATTORNEY) _____ (SIGNATURE OF DEFENDANT OR ATTORNEY)

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Approved for Optional Use
 L1270 (Rev February, 2008)

California Rules of Court, rule 3.221

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE**

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

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

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

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

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

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

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

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

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

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

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA) For information regarding DRPA, contact:

- Institute for Conflict Management (714) 288-5600
- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198
- Fair Housing Council of Orange County (714) 569-0827

For information on the Superior Court of California, County of Orange court ordered arbitration program, call (714) 834-3774 or refer to Local Rules 360 and 446.

The Orange County Superior Court is offering pilot programs for Civil Mediation and Early Neutral Evaluation (ENE) for civil cases filed at the Central Justice Center. For the Civil Mediation pilot program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at www.occourts.org, or by calling (714) 834-5309.

(A) LP

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)
5055 Wilshire Blvd Suite 300
Los Angeles, CA. 90036
www.krohnandmoss.com

Writer's Direct Number
(323) 988-2400
Writer's Direct Facsimile
(866) 451-5575
Writer's Direct E-Mail
tfriedman@consumerlawcenter.com

Writer licensed to practice
only in:
California
Illinois

RECEIVED

February 2, 2009

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

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2005 Ford Freestyle
VIN: 1FMZK06175C [REDACTED]
Our File No.: L09012125A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("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 as such.

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.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client 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 client's 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 the engine makes a tapping noise on start up, the engine makes a persistent knocking noise on start up and on cold starts, a no crank no start condition, and when the vehicle is in reverse it will take off without a foot on the gas;

February 2, 2009

2. Defective steering/suspension as evidenced by a clunking noise from the steering wheel when turning, the vehicle is leaking fluid from underneath the engine area, and an axle seal leak;
3. Defective body/trim as evidenced by the passenger wiper arm is lifting up;
4. Defective transmission as evidenced by the fluid leak;
5. Recalls; and,
6. Any additional complaints made by our client, whether or not they are contained in your company's records or on any 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 client has justifiably lost confidence in the vehicle.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has 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.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or 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,



Todd Friedman
Attorney at Law

TF/tf



Citrus Motors Ontario Inc.

QualityCare

SERVICE INVOICE

1375 Woodruff Way • P.O. Box 4270

Ontario, CA 91761-8970

(809) 390-0930 • Service: (809) 390-0954

www.citrusmotors.com

B.A.R. REG. #
AC-010541E.P.A. #
CA000008088

Business Phone: (909) 984-3337		Service Order Number		Service Advisor		VIN	
Home Phone: (760) 951-0887		653182		DEAN LEBLANC		1FMZK05175G	
NEED ONTARIO CA		Color	Est.	Make/Model	License	Engine	Stock
		SILVER	2005	FORD TRUGREESTYLAKA		3.0	8508
		Mileage (K)	Tax	Delivery Date	Year	Drop Source	Plan
		46715/	1515.	9/21/2005		1	0027
		Start Time		End Time		Date/Time Out	
		9/19/2008 7:19		9/19/2008 8:17			

TOTAL EST.: 51.10

-----email:

REVISED CUSTOMER ESTIMATE

\$51.10 9/19/2008 7:19

\$40.23 9/18/2008 16:20

Pre-Authorize Estimate

PAID
DINEX

-----email:

LINE 1 MARKER

EST.: \$0.00

REPAIR 1 MARKER

OPCODE: 00FOZ

SALE TYPE: FOIS

INT

LINE 2 full syn oil & filter (cars)

EST.: \$63.32

TECH COMM: 638 DONE OIL FILTER

SYN. OIL

REPAIR 1 replace syn oil and filter (cars only)

OPCODE: MN1PS

SALE TYPE: QLC

\$12.19

PRIMARY TECH: EDWARD JIMENEZ

PARTS

FD	FL/	820/S	DESC	FP QTY	PRICE	SALE TYPE	
FD	FL/	820/S	FILTER AS N	1	48.760	QLC	\$4.05
FD	XO/	5W20/QFS	OIL - ENG N	6	8.120	QLC	\$44.71

NET ITEM: R LIFETIME OIL CHANGES

SALE TYPE

QLC

\$40.23-

HAZD MATERIAL CHARGE QLC

\$2.37

LINE TOTAL

\$23.09

LINE 3 multi point inspection

EST.: \$0.00

TECH COMM: 638 DONE MULTI POINT

REPAIR 1 multi point inspection, record findings on report card

OPCODE: Q99P

SALE TYPE: QLC

\$0.00

PRIMARY TECH: EDWARD JIMENEZ

LINE 4 rotate tires

EST.: \$24.23

REPAIR 1 rotate tires (drw and oversize tires \$24.23 extra)

OPCODE: MN230P

PRIMARY TECH: EDWARD JIMENEZ

ON BEHALF OF SERVISING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT UNLESS OTHERWISE SHOWN OTHERWISE. THIS INFORMATION WAS OBTAINED 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) ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVISING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(SIGNED)

DEALER GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

Page 1

STATUS
Received
Pg 42/49PAGES
49
DURATION
2210REMOTE CSID
8664315575TIME RECEIVED
February 18, 2009 7:55:44 PM EST

8886277594 ->

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



Citrus Motors Ontario Inc.

ONTARIO AUTO CENTER
 1375 Woodruff Way • P.O. Box 4270
 Ontario, CA 91761-8970
 (909) 390-0930 • Service: (909) 390-0954
 www.citrusmotors.com



S.A.R. REG. # AC-010841 E.P.A. # CA000008088

SERVICE INVOICE

Business Phone: (909) 984-3337		VIN	
Home Phone: (760) 951-0887		654143	MIKE VALENZUELA
NEED ONTARIO CA		SILVER	2005 FORD TRUGRESTYL4M
		47980/	4528
		8/21/2005	2
		10/02/2008 9:37	10/02/2008 12:03

-----email:-----
 REVISED CUSTOMER ESTIMATE
 \$265.22 10/02/2008 9:45 ESP Estimate
 \$.00 10/02/2008 9:37 Original Estimate

-----email:-----
 LINE 1 MARKER EST.: \$.00
 TECH COMM: DONE
 REPAIR 1 MARKER
 OPCODE: 00FOZ SALE TYPE: FOIS INT

PAID

 LINE 2 multi point inspection EST.: \$.00
 TECH COMM: DONE
 REPAIR 1 multi point inspection, record findings on report card
 OPCODE: Q99P SALE TYPE: QLC \$.00

 LINE 3 BRAKE ADJUST/INSPECT EST.: \$.00
 TECH COMM: DONE
 REPAIR 1 BRAKE ADJUST/INSPECT
 OPCODE: BKADJ SALE TYPE: FOCS \$.00

 LINE 4* EST FOR FRONT ROTORS EST.: \$246.86
 NOT IN STOCK OMC!
 TECH COMM: REPLACED FRONT ROTORS OK T632
 REPAIR 1
 OPCODE: 32037 SALE TYPE: FOCS \$.00
 PRIMARY TECH: DAVID HARRIS

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
FD 5U2Z/ 1V125/R	ROTOR ASY N		2	118.400	FOCS	\$236.80
FD 5U2Z/ 2V001/D	PAD		1	64.900	FOCS	\$64.90
HAZD MATERIAL CHARGE FOCS						\$8.14
LINE TOTAL						\$309.84

 LINE 5* REP BRAKE & MACHINE (MTRCPT) REAR EST.: \$242.16

TECH COMM: **REPAIRS FROM RECALL OF 06232**
 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) ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.
 (SIGNED) _____ DEALER GENERAL MANAGER OR AUTHORIZED PERSON (DATE) _____

Paç

02/18/09 04:18PM PST 8664315575 -> 8886277594
 February 18, 2009 7:55:44 PM EST 8664315575
 REMOTE CSID
 DURATION 2210 PAGES 49 STATUS Received
 Pg40/49
 ** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



Citrus Motors Ontario Inc.

ONTARIO AUTO CENTER
 1375 Woodruff Way • P.O. Box 270
 Ontario, CA 91761
 (909) 390-0930 • Service: (908) 390-0954
 www.citrusmotors.com



S.A.R. REG. # AC-010541
 E.P.A. # CA000008086

SERVICE INVOICE

Order Number	Service Advisor	VIN
654143	MIKE VALENZUELA	1FMZK05175G
Line	Est. Code	Date/Time In
4528	2	10/02/2008 9:37
		Date/Time Out
		10/02/2008 12:03

REPAIR 1 reline brakes and machine rotors/drums
 OPCODE: BKDISC SALE TYPE: QLC \$166.16
 PRIMARY TECH: DAVID HARRIS

LINE TOTAL \$166.16

LINE 6* Citrus Brake Special EST.: \$242.16
 TECH COMM: RELINED FRONT BRKAES AND FLUSH CITRUS SPECIAL OK
 T632 2.0

REPAIR 1 reline brakes and machine rotors/drums
 OPCODE: BKDISC SALE TYPE: QLC \$166.16
 PRIMARY TECH: DAVID HARRIS

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
FD 5U2Z/ 2V200/D	KIT - BRA N		1	69.090	QLC	\$55.03
FD PM/ 1/C	FLUID - B N		2	34.540	QLC	\$10.10
GP	BK PENRAY BR N		1	69.090	QLC	\$3.96

REPAIR 2 flush brake system
 OPCODE: MNBFLUSH SALE TYPE: QLC \$0.00

HAZD MATERIAL CHARGE QLC \$1.86

LINE TOTAL \$237.11

*** Following the line number denotes added operation.

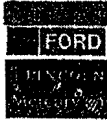
SERVICE DEPT HRS 7AM-6PM MON-FRI 7AM-6PM SATURDAY

LABOR	\$332.32
PARTS	\$370.79
HAZD MATERIALS	\$10.00
TAX (CALIFORNIA STAT)	\$28.74
CUSTOMER TOTAL	\$741.85
CUSTOMER SIGNATURE _____	PAYMENT (Default Pay) \$741.85

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) ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

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

02/18/09 04:18PM PST 8664315575 -> 8886277594
 February 18, 2009 7:55:44 PM EST 8664315575
 REMOTE CSID
 DURATION 2210 PAGES 49
 STATUS Received
 PG41/49
 ** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



Citrus Motors Ontario Inc.

ONTARIO AUTO CENTER
 1375 Woodruff Way • P.O. Box 4270
 Ontario, CA 91761-8970
 (909) 390-0930 • Service: (909) 390-0954
 www.citrusmotors.com



B.A.R. REG. # AC-010541
 E.P.A. # CA0000006088

SERVICE INVOICE

Business Phone: (909) 984-3337		Service Order Number: 657111		Service Advisor: MIKE VALENZUELA		VIN: 1FMZK05175G	
Home Phone: (760) 951-0887		Color: SILVER		Year: 2005		Model: FORD TRUGREESTYLAK4	
NEED ONTARIO CA		Mileage: 47950/		Date: 2/21		Date: 9/21/2005	
		Engine: 3.0		Mileage: 1		Date: 0027	
		Date: 11/13/2008 9:44		Date: 11/13/2008 11:04			

TOTAL EST.: 111.86

-----email:-----
 LINE 1 MARKER:LIFETIME EST.: \$.00

REPAIR 1 MARKER
 OPCODE: 00FOZ SALE TYPE: FOIS INT

LINE 2 multi point inspection EST.: \$.00

REPAIR 1 multi point inspection, record findings on report card
 OPCODE: Q99P SALE TYPE: QLC \$.00

LINE 3 full syn oil & filter (trucks) EST.: \$70.95
 TECH COMM: LOF, DONE

REPAIR 1 replace syn oil and filter (cars only)
 OPCODE: MN1PS SALE TYPE: QLC \$12.19
 PRIMARY TECH: PABLO VALLE

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
FD FL/	820/S	FILTER AS N	1	55.250	QLC	\$3.76
FD XO/	5W20/QFS	OIL - ENG N	7	7.890	QLC	\$51.49

NET ITEM: R LIFETIME OIL CHANGES SALE TYPE: QLC \$43.58-

HAZD MATERIAL CHARGE QLC \$3.51

LINE TOTAL \$27.37

LINE 4 Replace 1 mini bulb RIGHT REAR EST.: \$36.16

TECH COMM: REPLACED BRAKE LIGHT, DONE

REPAIR 1 replace 1 mini bulb
 OPCODE: MN1BULB SALE TYPE: QLC \$29.56
 PRIMARY TECH: PABLO VALLE

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
FD 4L3Z/	13466/AB	BULB	N 1	6.000	QLC	\$6.00

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

SIGNED: _____ DEALER GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

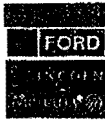
Page

838/49

02/18/09 04:18PM PST 866431575 - > 8886277594

TIME RECEIVED February 18, 2009 7:55:44 PM EST REMOTE CSID 866431575 DURATION 2210 PAGES 49 STATUS Received

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



Citrus Motors Ontario Inc.

ONTARIO AUTO CENTER
1375 Woodruff Way • P.O. Box 4270
Ontario, CA 91761-8970
(909) 390-0930 • Service: (909) 390-0954
www.citrusmotors.com



B.A.R. REG. # AC-010541 E.P.A. # CA000008086

SERVICE INVOICE

657111	MIKE VALENZUELA	1FMZK06175G
2721	1	11/13/2008 9:44
		11/19/2008 11:04

LINE TOTAL \$35.56

SERVICE DEPT HRS 7AM-6PM MON-FRI 7AM-6PM SATURDAY

LABOR	\$41.75
PARTS	\$61.25
NET ITEMS	\$43.58-
HAZD MATERIALS	\$3.51
TAX (CALIFORNIA STAT)	\$4.75
CUSTOMER TOTAL	\$67.68
PAYMENT (Default Pay)	\$67.68

CUSTOMER SIGNATURE _____

P A I D

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) ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

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

Page

02/18/09 04:18PM PST 8664315575 - > 8886277594
 February 18, 2009 7:55:44 PM EST 8664315575
 REMOTE CSID
 DURATION 2210 PAGES 49 STATUS Received
 Pg39/49
 ** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

CITRUS MOTORS
 FORD • LINCOLN • MERCURY • KIA
 1375 S. WOODRUFF WAY - ONTARIO, CA 91761
 (909) 390-0930 - FAX: (909) 390-0993

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Saturday

R/O Open Date	R/O Number				
12/14/08	6001075/:				
R/O Close Date	Status				
12/19/08	Pre-Invoice				
Mileage In	Mileage Out				
53556	53556				
Service Advisor / Tag #					
ARMANDO ROMERO/5213					
Vehicle Identification Number					
1FMZK051756					
Delivery Date	In-Service Date				
9/21/05	9/21/05				
Year	Make	Model	Body	Color	License Number
2005	FORD TRUCK	FRESTYL4X4	4D MPV	SILVER	

BAR#: AC-010541

Work Phone		Home Phone				
VICTORVILLE, CA						
Year		Make	Model	Body	Color	License Number
2005	FORD TRUCK	FRESTYL4X4	4D MPV	SILVER		

8508 BY78542 Resource Exp: 100000 or 9/21/12 Ded: 0

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - HL: LINE DEPARTMENT: CUST STATES ENGINE IS MAKING A KNOCKING NOISE Caused by ROAD TEST FOUND NOISE IN TRANS THAT GOES AWAY WHEN SHIFTED TO ANY GEAR BUT COMES BACK WHEN STARTING T O ROLL Work performed by JORGE SOTO (717) Work performed by JORGE SOTO (717) Installed 5F9Z 7153 A :KIT - GASKET Qty: 1 Installed 5F9Z 7025 A :BEARING Qty: 1 Installed 5F9Z 7L280 CA : "O" RING Qty: 1 Installed 7F9Z 7015 A :SHAFT - INPUT Qty: 1 Installed XT 7 QCFT :FLUID - TRANSMISSION Qty: 10 Installed 5F9Z 7J309 AA :CAP Qty: 1 Installed 5F9Z 7N168 C :BEARING ASY - NEEDLE 5 Qty: 1 Installed 5F9Z 6F055 CB :BRACKET Qty: 1 Installed 5F9Z 7A098 B :SCREEN ASY Qty: 1 GOT AUTH TO REPAIR ,REMOVE AND DISASSEMBLE TRANS,FO UND SCORED TURBINE SHAFT WASHER AND BEARINGS,OVERH AULED TRANS,INSTALLED TRANS AND PTO UNIT,FILL TO L EVEL ROAD TEST OK</p>	<p>Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont Serv Cont</p>
<p>#2 - Q99P: multi point inspection, record findings on report card DONE Sub Total: Labor: .00 Parts:.00 Total: .00</p>	
<p>#3 - 52CMO: RENTAL CAR Work performed by Willy Warranty (999) Work performed by 1258 : Labor:</p>	<p>Serv Cont Serv Cont</p>
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>	<p>LABOR</p> <p>PARTS</p> <p>DEDUCTIBLE</p> <p>SUBLET</p> <p>SHOP SUPPLIES</p> <p>HAZARDOUS MATERIALS</p> <p>SALES TAX OR TAX I.D.</p> <p>SPECIAL ORDER DEPOSIT</p> <p>DISCOUNTS</p> <p>TOTAL DUE</p>
<p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> <p>X</p>	

STATUS
 Received
 Pg 35/49

PAGES
 49

DURATION
 2210

REMOTE CSID
 8664315575

TIME RECEIVED
 February 18, 2009 7:55:44 PM EST

02/18/09 04:18PM PST 8664315575 - > 8886277594

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



CITRUS MOTORS

FORD • LINCOLN • MERCURY • KIA
1375 S. WOODRUFF WAY • ONTARIO, CA 91761
(909) 390-0930 • FAX: (909) 390-0983

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Saturday

BAR#: AC-010541
EPA#: CA000008086

[Redacted]		Work Phone		R/O Open Date		R/O Number	
VICTORVILLE, CA [Redacted]		[Redacted]		12/14/08		6001075/2	
[Redacted]		Home Phone		R/O Close Date		Status	
[Redacted]		[Redacted]		12/19/08		Pre-Invoice	
Year		Make		Model		Mileage In	
2005		FORD TRUCK		FRESTYL4X4		53556	
Body		Color		Service Advisor / Tag #		Mileage Out	
4D MPV		SILVER		ARMANDO ROMERO/5213		53556	
8508 BY78542 Resource Exp: 100000 or 9/21/12 Ded: 0		Vehicle Identification Number		Delivery Date		In-Service Date	
		1FMZK0S175G		9/21/05		9/21/05	
		License Number					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Work performed by 1258 ; CAR RENTAL RESOURCE WARRANTY	Parts: Serv Cont
Purchase Order: 7001236	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other causes beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express merchant's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.	LABOR .00
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	PARTS .00
	DEDUCTIBLE .00
	SUBLET .00
	SHOP SUPPLIES .00
	HAZARDOUS MATERIALS .00
	SALES TAX OR TAX I.D. .00
	SPECIAL ORDER DEPOSIT .00
	DISCOUNTS .00
	TOTAL DUE .00
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.	
X	

02/18/09 04:18PM PST 8664315575 -> 8886277594
 February 18, 2009 7:55:44 PM EST 8664315575
 REMOTE CSID
 DURATION 2210
 PAGES 49
 STATUS Received
 pg36/49
 ** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



CITRUS MOTORS

FORD • LINCOLN • MERCURY • KIA
1375 S. WOODRUFF WAY - ONTARIO, CA 91761
(909) 380-0930 - FAX: (909) 380-0933

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Saturday

BAR#: AC-010541
EPA#: CA000008066


12997 SAN LUCAS DR. VICTORVILLE, CA		Work Phone		R/O Order Date	12/14/08	R/O Number	6001075/2
		Home Phone		R/O Close Date	12/19/08	Status	Pre-Invoice
				Mileage In	53556	Mileage Out	53556
				Service Advisor / Log #	ARMANDO ROMERO/5213		
				Vehicle Identification Number	1FMZK05175GA64470		
				Delivery Date	9/21/05	In-Service Date	9/21/05
Year	Make	Model	Body	Color	License Number		
2005	FORD TRUCK	FREESTYL4X4	4D MPV	SILVER			
8508 BY78542 Resource Exp: 100000 or 9/21/12 Ded: 0							

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Work performed by 1258 : CAR RENTAL RESOURCE WARRANTY		Serv Cont
Purchase Order: 7001236		
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.		LABOR .00
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.		PARTS .00
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS		DEDUCTIBLE .00
X		SUBLET .00
		SHOP SUPPLIES .00
		HAZARDOUS MATERIALS .00
		SALES TAX OR TAX I.D. .00
		SPECIAL ORDER DEPOSIT .00
		DISCOUNTS .00
		TOTAL DUE .00

02/18/09 04:18PM PST 8664315575 - > 8886277594
 TIME RECEIVED February 18, 2009 7:55:44 PM EST 8664315575
 REMOTE CSID 8664315575
 DURATION 2210
 PAGES 49
 STATUS Received
 Pg37/49
 ** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED February 18, 2009 7:55:44 PM EST	REMOTE CSID 8664315575	DURATION 2210	PAGES 49	STATUS Received
---	---------------------------	------------------	-------------	--------------------

02/18/09 04:18PM PST 8664315575 -> 8886277594 Pg44/49



CITRUS MOTORS
 FORD • LINCOLN • MERCURY • KIA
 1375 S. WOODRUFF WAY - ONTARIO, CA 91761
 (909) 390-0930 - FAX: (909) 390-0983

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Saturday

R/O Open Date	P/O Number
1/12/09	6002947/1
R/O Close Date	Status
1/14/09	Pre-Invoice
Mileage In	Mileage Out
55115	55116
Service Advisor / Tech #	
DEAN LEBLANC/5397	
Vehicle Identification Number	
1FMZK05175G	
Delivery Date	In-Service Date
9/21/05	9/21/05
Color	License Number
SILVER	

BAR# AC-010541
 EPA# CA0000008086

[Redacted]			Work Phone	[Redacted]
VICTORVILLE, CA			Home Phone	[Redacted]
Year	Make	Model	Body	
2005	FORD TRUCK	FRETYL4X4	4D MPV	
8508				

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 00POZ: MARKER ATTN: SHEILA 951-532-3128 Sub Total: Labor: .00 Parts:.00 Total: .00	
#2 - AT: AUTO TRANS DEPART. CUSTOMER STATES VEHICLE IS LEAKING FLUID FROM UNDER THE ENGINE AREA...THE TRANSMISSION WAS JUST OVERHAULED BY TECH 717...SO# 6001075...53556 MILES...12/19/08...CK & ADVISE Corrected by 3329AL: (L72) (D8) replace half shaft Work performed by JORGE SOTO (717) Installed 5F9Z 1177 F :SEAL 5F Qty: 1 CK FOR LEAK FOUND LEAK AT LEFT AXLE SEAL.NEED TO REPLACE SEAL,REMOVE LEFT HALFSHAFT TO GAIN ACCESS TO REPALCE AXLE SEAL, CLEAN AREA,CK FLUID LEVEL OK ROAD TEST VERIFIED REPAIR OK	Warranty Warranty
#3 - MN1PS: replace syn oil and filter (CARS) Work performed by ROBERT TORRES (167) Kit: K8206S Installed FL 820 S :FILTER ASY - OIL Installed XO 5W20 QFS :OIL - ENGINE LOF DONE Sub Total: Labor: 12.19 Parts:55.25 Total: 67.44	12.19 55.25 Included Included
#4 - 00FOZ*RECH: RECK. QUALIFICATION Sub Total: Labor: .00 Parts:.00 Total: .00	
#5 - Q99P: multi point inspection, record findings on report	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

PAID

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED
February 18, 2009 7:55:44 PM EST

REMOTE CSID
8664315575

DURATION
2210

PAGES
49

STATUS
Received
Pg45/49

02/18/09 04:18PM PST 8664315575 -> 8886277594



FORD · LINCOLN · MERCURY · KIA
1375 S. WOODRUFF WAY - ONTARIO, CA 91761
(909) 380-0930 - FAX: (909) 380-0983

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Saturday

R/O Open Date	R/O Number
1/12/09	6002947/2
R/O Close Date	Status
1/14/09	Pre-Invoice
Mileage In	Mileage Out
55115	55116
Service Advisor / Tech #	
DEAN LEBLANC/5397	
Vehicle Identification Number	
1FMZK05175G	
Delivery Date	In-Service Date
9/21/05	9/21/05
Color	License Number
SILVER	

BAR#: AC-010541

FRAG: CA0000000000

VICTORVILLE, CA			Work Phone	
VICTORVILLE, CA			Home Phone	
Year	Make	Model	Body	
2005	FORD TRUCK	FRETYL4X4	4D MPV	
8508				

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
card Sub Total: Labor: .00 Parts:.00 Total: .00	
#6 - MN300P: Replace Air Filter (not diesel) Work performed by ROBERT TORRES (167) Installed FA 1771 :ELEMENT ASY - AIR CLEANER 1@19.57 REPLACED AIR FILTER DONE Sub Total: Labor: 20.42 Parts:19.57 Total: 39.99	20.42 19.57
#7 - GBATT: battery is in good condition Sub Total: Labor: .00 Parts:.00 Total: .00	
#8 - GBK: Little or no wear - have us inspect your brakes regularly Sub Total: Labor: .00 Parts:.00 Total: .00	
#9 - GTIRE: Little or no wear - have us inspect your tires regularly Sub Total: Labor: .00 Parts:.00 Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	32.61
PARTS	74.82
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	5.80
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	113.23

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2009 CITRUS MOTORS, Inc. - Diagnostic Application System (DAS) 02/2009-2009

TIME RECEIVED February 18, 2009 7:55:44 PM EST	REMOTE CSID 8664315575	DURATION 2210	PAGES 49	STATUS Received
---	---------------------------	------------------	-------------	--------------------

02/18/09 04:18PM PST 8664315575 -> 8886277594 Pg43/49



FORD • LINCOLN • MERCURY • KIA
1375 S. WOODRUFF WAY • ONTARIO, CA 91761
(909) 390-0930 • FAX: (909) 390-0883

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Saturday

R/O Open Date	R/O Number
1/21/09	6003677/2
R/O Close Date	Status
1/26/09	Pre-Invoice
mileage in	mileage out
55748	55749
Service Advisor / Tag #	
DEAN LEBLANC/5467	
Vehicle Identification Number	
1FMZK05175G	
Delivery Date	Warranty Date
9/21/05	9/21/05
Color	License Number
SILVER	

BAR#: AC-010541
EPA#: CA000008080

VICTORVILLE, CA				Work Phone	
				Home Phone	
Year	Make	Model	Body		
2005	FORD TRUCK	FREESTYL4X4	4D MPV		
8508					


DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Sub Total: Labor: .00 Parts:.00 Total: .00	
#5 - GTIRE; Little or no wear - have us inspect your tires reg ularly	
Sub Total: Labor: .00 Parts:.00 Total: .00	

<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's fee is hereby acknowledged on above vehicle to secure the amount of repairs thereto."</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

TIME RECEIVED February 18, 2009 7:55:44 PM EST	REMOTE CSID 8664315575	DURATION 2210	PAGES 49	STATUS Received
02/18/09 04:18PM PST 8664315575 -> 8886277594		Pg46/49		



CITRUS MOTORS
 FORD • LINCOLN • MERCURY • KIA
 1375 S. WOODRUFF WAY - ONTARIO, CA 91761
 (909) 360-0930 - FAX: (909) 360-0983

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 6:00 p.m.
 Monday - Saturday

R/O Open Date	R/O Number
1/21/09	6003677/1
R/O Close Date	Status
1/26/09	Pre-Invoice
Invoice In	Invoice Out
55748	55749
Service Advisor / Tech	
DEAN LEBLANC/5467	
Vehicle Identification Number	
1FMZK05175G	
Delivery Date	In Service Date
9/21/05	9/21/05
Color	License Number
SILVER	

BAR#: AC-010541
 EPA#: CA0000000000

VICTORVILLE, CA		Work Phone	
		Home Phone	
Year	Make	Model	Body
2005	FORD TRUCK	FREESTYL4X4	4D MPV
8508			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 00FOZ: MARKER ATTN: SHEILA 951-532-3128 Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - 00FOZ*RECH: RECK. QUALIFICATION Sub Total: Labor: .00 Parts: .00 Total: .00	
#3 - AT: AUTO TRANS DEPART. CUSTOMER STATES THE VEHICLE IS LEAKING EITHER TRANS FLUID OR ENGINE OIL...CUSTOMER WAS JUST IN FOR TRANSMISSION FLUID LEAK..AT THAT TIME A HALF SHAFT SEAL WAS REPLACED...SO# 6002947...TECH 717..01/14/09 Caused by INSPECT FOR LEAK WITH DYE AND BLACK LIGHT FOUND LEAK COMING FROM IN BETWEEN TRANS AND PTU, SPW REPAIR Corrected by 7000E: (L72) (D8) TRANS OIL LEAK DYE TEST Work performed by JORGE SOTO (717) Corrected by 7003B: r and r transfer case Work performed by JORGE SOTO (717) Installed 5F9Z 1177 G :SEAL 5F Qty: 1 Installed 5F9Z 7F447 DA :SEAL Qty: 1 Installed XT 7 QCFT :FLUID - TRANSMISSION Qty: 1 REMOVE PTU TO GAIN ACCESS TO REPLACE, INNER AND OUTER DIFFERENTIAL SEALS, CLEAN AREA, ROAD TEST VERIFIED REPAIR OK	Warranty Warranty Warranty Warranty
#4 - Q99P: multi point inspection, record findings on report card	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

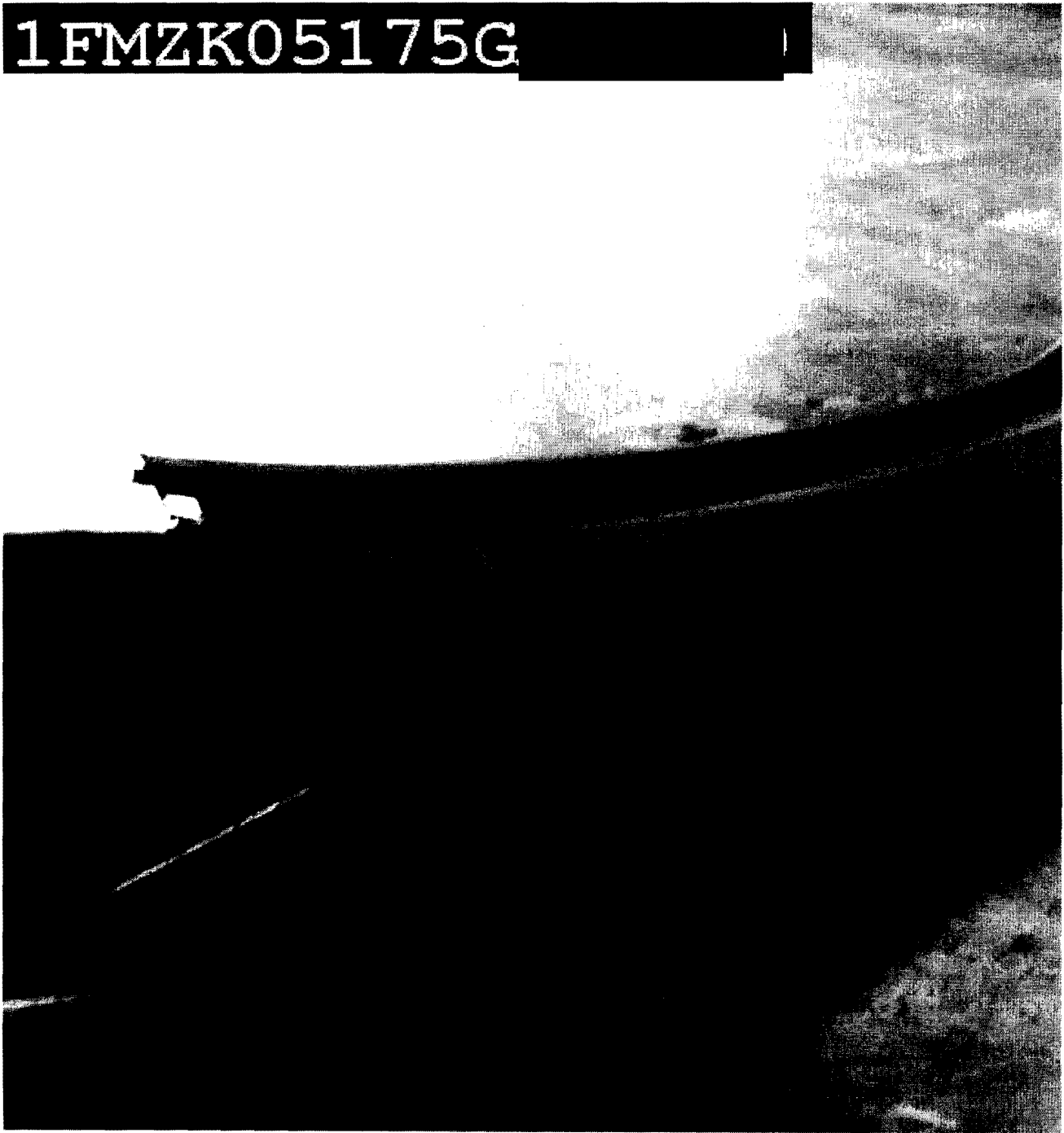
LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RPT. RPM OR ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.
 X

1FMZK05175G



1FMZK05175G



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 : [View Details](#)

Attachments: 2

Report# :	7IZAF222 NHLDIG--or-- HD 200700137150	Received:	09/27/2007
CCRG/EPRC:	<input type="checkbox"/>	Reviewed Status:	Date:
Vehicle:	2005,FREESTYLE,SEL ,WAGON ,1FMZK05175G	Build Date:	04/21/2005
Odometer :	29,857 M	Engine:	MOD 3.0L Calibration: 5PB1AC0A
Transmission:	CVT SELSHF	Axle:	A/C: YES
Dealer:	USA 05513 Citrus Motors	Phone#:	(909) 390-0954
City:	Ontario	State:	California Country : USA
Originator:	RICHARD MILBUER		
Symptom:	1 08 6 10 BODY,EXT TRIM/ACC. ,GRILLE,ATTACHMENT		
Status:			
VFG:	V75 EXTERIOR TRIM & BUMPER FUNCT		
Additional Symptom:	Denied		
Fix:	Causal Component :		
Condition Code:			

Region Code: W1

Region Name: Los Angeles

KOEO:

KOEC:

KOER:

Comments:

CONCER 09/24/2007 03:07PM

Cowl pan loose can not resecure need to be replaced. thanks
Clips are broken on both sides of the panel will not secure panel in
place. Concern occured after washer repair.

RECOMM 09/24/2007 03:07PM

Please clarify why panel cannot be resecured. Was concern noted prior
to washer repair? Thanks, Eric
From pictures provided concern appears to be damage from an outside
source, concern does not appear to be a manufacturing defect. Thanks,
Eric

Folder Number:

[File Report To This Folder](#)

[File Report To A Folder](#)

Download Options

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

Requester: LBINGHAM

Report Summary

Server: ECCWS686

Ford Proprietary, Private

20-Feb-2009

Retention: None

All Action Details for Issue

[Print](#)

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MARKETING PUBLIC PRIVATE OFFERS 3Q08 Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TRACK PUBLIC PRIVATE OFFER 3Q08 Origin Desc: MANUAL - PHONE CSR
Dealer: Comm Type: PHONE
Odometer: 60000 MI Analyst: JINGRA31
Analyst Name: JANNETT INGRAM (JINGRA31) Analyst: JINGRA31
Action Date: 01/22/2009 Action Time: 18.16.09.116 Action Data: Yes

Comments CRC ADVISED: REMEMBER TO DIRECT CUSTOMERS TO THE FOLLOWING WEBSITES FOR ADDITIONAL INFORMATION REGARDING FUTURE VEHICLE OFFERS:- WWW.FORDVEHICLES.COM- WWW.MERCURYVEHICLES.COM - WWW.LINCOLN.COM-UPSET CUST

<u>Data Element Name</u>	<u>Data Value</u>
CUST ADVISED OF EMPLOYEE PRICING? (Y/N)	N

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: OIL SYSTEM LEAKS Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUST THAT INFORMATION WILL BE DOCUMENTED; THANK/APOLOGIZE
Dealer: 05513 CITRUS MOTORS Origin Desc: US CONCERN CASE BASE
Odometer: 60000 MI Comm Type: PHONE
Analyst Name: JANNETT INGRAM (JINGRA31) Analyst: JINGRA31
Action Date: 01/22/2009 Action Time: 18.15.08.885 Action Data: No

Comments CUSTOMER SAID: -SINCE OWNING VEH HAD IT AT DLR MANY TIMES FOR ENGINE, TRANS AND OTHER ISSUES-VEH IS AT DLR NOW FOR OIL LEAK -LEAK STARTED ABOUT 2 WEEKS AGO -DLR ALREADY REPAIRED THE SEAL THAT LEAKED AGAIN -CUST IS TIRED OF TAKING VEH TO DLR -CUST IS FRUSTRATED WITH THE SITUATION -REPAIRS THAT DLR IS DOING TO VEH IS COVERED UNDER WARRANTY ***SEEKING***CUST WOULD LIKE TO FILE A COMPLAINT ABOUT VEHDEALER SAID: -CITRUS MOTORS1375 WOODRUFF WAY ONTARIO, CA 91761TEL:(909) 390-0930CRC ADVISED: WE RECOMMEND YOUR SERVICE/REPAIR BE PERFORMED BY A FORD/LINCOLN MERCURY DEALERSHIP.I HAVE DOCUMENTED YOUR COMMENTS AND I WILL FORWARD A COPY TO YOUR SERVICING DEALERSHIP OF YOUR CHOICE. PLEASE CONTACT THE DEALERSHIP TO SCHEDULE A SERVICE APPOINTMENT. PLEASE BE ADVISED A DIAGNOSTIC FEE MAY BE CHARGED. IF ADDITIONAL ASSISTANCE IS REQUIRED, WE SUGGEST YOU CONTACT THE SM/CRM. THEY WILL FURTHER ASSIST IN FACILITATING YOUR SERVICE/REPAIR NEEDS.I JUST WANT TO CONFIRM, YOUR NEXT STEPS ARE TO DISCUSS THIS REPAIR WITH YOUR S/M AT YOUR SERVICING DEALERSHIP.-DID NOT ADVISE-CUST WANTED INFORMATION TO BE DOCUMENTED AS A COMPLAINT

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: OIL SYSTEM LEAKS Primary Phone: [REDACTED]
Reason Desc: MISC INQUIRY - FORD MOTOR COMPANY FEEDBACK Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED

Dealer:

Origin Desc: US INQUIRY CASE BASE

Odometer: 60000 MI

Comm Type: PHONE

Analyst Name: JANNETT INGRAM (JINGRA31)

Analyst: JINGRA31

Action Date: 01/22/2009

Action Time: 18.11.53.892 Action Data: No

Comments CUSTOMER SAID: -SINCE OWNING VEH HAD IT AT DLR MANY TIMES FOR ENGINE, TRANS AND OTHER ISSUES-VEH IS AT DLR NOW FOR OIL LEAK -LEAK STARTED ABOUT 2 WEEKS AGO -DLR ALREADY REPAIRED THE SEAL THAT LEAKED AGAIN -CUST IS TIRED OF TAKING VEH TO DLR -CUST IS FRUSTRATED WITH THE SITUATION -REPAIRS THAT DLR IS DOING TO VEH IS COVERED UNDER WARRANTY ***SEEKING***CUST WOULD LIKE TO FILE A COMPLAINT ABOUT VEHDEALER SAID: -CITRUS MOTORS1375 WOODRUFF WAY ONTARIO, CA 91761TEL:(909) 390-0930CRC ADVISED: BASED UPON YOUR REQUEST I HAVE DOCUMENTED YOUR COMMENTS. THANKS FOR CALLING FORD MOTOR COMPANY.-CRC ADVISED

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: AWA-AWARD SERVICE LOANER FINANCIAL ASSIST Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: AWARD SERVICE LOANER Origin Desc: MANUAL - EMAIL
Dealer: Comm Type: INBOUND EMAIL-OTHER
Odometer: 29000 MI Analyst Name: ROBERT SANTIAGO (RSANTI11) Analyst: RSANTI11
Action Date: 11/02/2007 Action Time: 11.11.37.903 Action Data: Yes

Comments CRC ADVISED: EMAIL SENT TO DLRAWA COMMITMENT CODE REQUEST PA CODE: 05513 REPAIR
ORDER NUMBER: 619951 LINE NUMBER: 4 REPAIR DATE: 09/04/2007 CRC CONTRIBUTION DOLLAR AMOUNT(\$):
308.00 COMPLETE VEHICLE IDENTIFICATION NUMBER: 1FMZK05175G [REDACTED] MIKE AT CRC AUTHORIZED 11 DAYS
AT \$28 A DAY CONTACT TYPE: EMAIL EMAIL ADDRESS: SSCULLY@CITRUSMOTORS.COM NAME: SARAH
SCULLY PHONE NUMBER: 909-390-0930 EXTENSION: 350 MSOYKA AT AVERNIM01AV

Data Element Name	Data Value
DEALER P AND A CODE	05513
AMOUNT OF AWA	308
LAST FOUR OF R.O. #	9951
LINE	04
COMMITMENT CODE	M01AV
CAC PARTICIPATION	100
DID DEALER INITIATE CONTACT?	N
CSR NAME	MSOYKA
TEAM LEADER NAME	ATAVERNIM
WAS REQUEST DUE TO PARTS DELAY ISSUE?	N

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] **Year:** 2005 **Model:** FREESTYLE **Case:** 477001877
Name: [REDACTED] **Owner Status:** Original **WSD:** 2005-09-21
Symptom Desc: EXT TRIM/ACCESSORY GRILLE ATTACHMENT **Primary Phone:** [REDACTED]
Reason Desc: WARRANTY - DENY WARRANTY COVERAGE **Secondary Phone:** [REDACTED]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: DIGITAL IMG- DECLINE WARRANTY COVERAGE **Origin Desc:** DIGITAL IMAGING
Dealer: 05513 CITRUS MOTORS
Odometer: 29857 MI **Comm Type:** PHONE
Analyst Name: NEILSON, ERIC **Analyst:** ENEILSON
Action Date: 09/25/2007 **Action Time:** 08.06.47.445 **Action Data:** No

Comments DENIED REPLACE COWL SCREEN DUE TO DAMAGE FROM PREVIOUS REPAIR. IF YOU HAVE QUESTIONS REGARDING THIS DENIAL PLEASE CALL 1-800-370-9989 "THIS IS A DEALER/INTERNAL FORD ONLY HOTLINE".

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
 Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
 Symptom Desc: NOISE ENGINE (UPPER) Primary Phone: [REDACTED]
 Reason Desc: AWA - W/N CRITERIA, REQUEST AWA PRIOR REPAIR Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED
 Initial Customer Contact: 09/17/2007

Action: ADVISE CUST CRC WILL FOLLOW UP
 Dealer: 05513 CITRUS MOTORS Origin Desc: US CONCERN CASE BASE
 Odometer: Comm Type: PHONE
 Analyst Name: MIKE SOYKA (MSOYKA) Analyst: MSOYKA
 Action Date: 09/11/2007 Action Time: 13.12.38.079 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: 1. KNOCKING NOISE FROM ENGINE WHEN STARTING VEH (COLD START)-WHEN ENGINE WARMS UP IT LESSENS BUT NEVER GOES AWAY-THIS STARTED IN 2005 WHEN FIRST BOUGHT VEH ON 11/9/05 AT 1623 MILES-DLRSHIP CALLED TECH HOTLINE AND WAS ADVISED NOT TO TEAR DOWN VEH YET-TOOK VEH BACK TO DLRSHIP 12/12/05 AT 2376 MILES-WAS ADVISED MAY BE NORMAL CHARACTERISTIC-WAS ADVISED TO DRIVE VEH 5000-10000 MILES MORE TO ALLOW ENGINE TO BREAK IN AND RE-EVALUATE-TOOK VEH BACK TO DLRSHIP 3/7/06 AT 4099 MILES WITH SAME ISSUE WHILE PERFORMING SCHEDULED MAINTENANCE-DLRSHIP DID NOT TEARDOWN MOTOR-CONTINUED TO DO SCHEDULED MAINTENANCE BUT DIDN'T ASK ABOUT THIS CONCERN-TOOK VEH BACK TO DLRSHIP 8/29/07 AT 29854 MILES WITH SAME ISSUE WHILE PERFORMING SCHEDULED MAINTENANCE-WAS ADVISED BY RICHARD TO BRING VEH BACK FOR COLD START ON 9/4/07-VEH IS STILL AT DLRSHIP-SEEKING A RENTAL VEH FROM FMCDEALER SAID: CITRUS FORD1375 WOODRUFF WAY ONTARIO, CA 91761TEL:(909) 390-0930-RICHARD - S/A-ADVISED A NEW MOTOR WAS ORDERED ON 9/10/07- ADVISED VEH WILL BE AT DLRSHIP FOR 16 DAYS-CRC ADVISED: I WOULD LIKE TO RESEARCH THIS SITUATION FURTHER ON YOUR BEHALF TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION. IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU?

Action: OUTBOUND CALL TO DEALER
 Dealer: 05513 CITRUS MOTORS Origin Desc: MANUAL - PHONE CSR
 Odometer: 29000 MI Comm Type: PHONE
 Analyst Name: MIKE SOYKA (MSOYKA) Analyst: MSOYKA
 Action Date: 09/11/2007 Action Time: 13.16.37.160 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -NONEDEALER SAID: -NONECRC ADVISED: OBC TO DLR-RICHARD - S/A-DIRECT PHONE NUMBER: 909-292-2019 -REPAIR SHOULD TAKE 11 DAYS-AUTHORIZED TO GIVE AWA -DLRSHIP DOES NOT HAVE ANY TAP FUNDS-FEELS FMC SHOULD HELP CUST -FEELS IT A GOOD BUSINESS DECISION TO FIN ASST CUST-FEELS FMC SHOULD HELP CUST WITH RENTAL ASST FOR 11 DAYS AT \$28 PER DAY-IF MORE FIN ASST IS NEEDED DLRSHIP WILL ASST

Action: PROVIDE ASSISTANCE

Dealer: 05513 CITRUS MOTORS
Odometer: 29000 MI
Analyst Name: MIKE SOYKA (MSOYKA)
Action Date: 09/12/2007

Comm Type: PHONE
Analyst: MSOYKA
Action Time: 09.37.15.387 Action Data: Yes

Origin Desc: US CONCERN CASE BASE

Comments CUSTOMER SAID: -NONEDEALER SAID: -NONECRC ADVISED: I HAVE REVIEWED THIS SITUATION WITH YOUR DEALERSHIP AND WE HAVE AGREED DUE TO YOUR LOYALTY TO FORD AND THE DEALERSHIP THEY WOULD LIKE TO PROVIDE YOU WITH ASSISTANCE TOWARDS YOUR VEHICLE REPAIR. PLEASE CONTACT (NAME OF SERVICE MANAGER/SERVICE ADVISOR OR CRM) TO SCHEDULE A REPAIR. NOTE TO CSR - IS MAY BE APPROPRIATE TO MAKE A CONFERENCE BRIDGE/CALL IN AN ATTEMPT TO SCHEDULE THE REPAIR. PLEASE MAKE SURE YOU RECEIVE THE CONCURRENCE OF THE SERVICE MANGER BEFORE CONNECTING THE CUSTOMER.-CRC TO PROVIDE RENTAL ASST = \$28 PER DAY FOR 11 DAYS -TOTAL RENTAL ASST = \$308

Data Element Name	Data Value
AMOUNT (ROUNDED TO NEAREST DOLLAR)	308
TEAM LEADER WHO APPROVED	AARON
TYPE(REPAIR, LOANER, CONSEQUENTIAL)	LOANER
	1
	1

Action: OUTBOUND CALL TO DEALER
Dealer: 05513 CITRUS MOTORS
Odometer: 29000 MI
Analyst Name: MIKE SOYKA (MSOYKA)
Action Date: 09/12/2007

Comm Type: PHONE
Analyst: MSOYKA
Action Time: 13.13.56.706 Action Data: No

Origin Desc: MANUAL - PHONE CSR

Comments CUSTOMER SAID: -NONEDEALER SAID: -NONECRC ADVISED: OBC TO DLRTRACY - RECEPTIONIST-RICHARD - S/A WAS NOT AVAILABLE-LEFT INFO ABOUT RESOLUTION WITH SERVICE WRITER-ADVISED THAT CRC WILL BE PROVIDING RENTAL ASST = \$28 PER DAY FOR 11 = \$308-ADVISED TO HAVE S/A RUN A P09 FOR THE AMOUNT OF \$308

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER
Dealer: 05513 CITRUS MOTORS
Odometer: 29000 MI
Analyst Name: MIKE SOYKA (MSOYKA)
Action Date: 09/12/2007

Comm Type: PHONE
Analyst: MSOYKA
Action Time: 13.18.46.769 Action Data: No

Origin Desc: MANUAL - PHONE CSR

Comments CUSTOMER SAID: -"THANK YOU SO MUCH, MIKE"DEALER SAID: -NONECRC ADVISED: -ADVISED CUST THAT FMC AND DLRSHIP HAVE AGREED TO ASST WITH RENTAL -ADVISED CUST TO CONTACT RICHARD AT DLRSHIP FOR DETAILS OF RENTAL ASST

Action: DOCUMENT INFORMATION AND CLOSE CONTACT
Dealer: 05513 CITRUS MOTORS
Odometer: 29000 MI
Analyst Name: FORBES , NICOLE
Action Date: 09/17/2007

Comm Type: PHONE
Analyst: NFORBES1
Action Time: 12.32.43.898 Action Data: No

Origin Desc: REGIONAL ESCALATION SPECIALIST

Comments CLOSING CASE- CUST ADVISED OF RESOLUTION WITH RENTAL

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: NOISE ACCESSORY DRIVE Primary Phone: [REDACTED]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 05513 CITRUS MOTORS Origin Desc: US CONCERN CASE BASE
Odometer: 29000 MI Comm Type: PHONE
Analyst Name: DOHER CYNTHIA Analyst: CDOHER
Action Date: 09/06/2007 Action Time: 18.14.36.870 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
SHEILA		WHITE	9515323128	SPOUSE

Comments CUSTOMER SAID: - TAPPING NOISE IN MOTOR- VEH WENT INOT DLR 9/4/07- WILL HAVE VEH SEVERAL MORE DAYS- THIS IS THIRD TIME BEEN INTO DLR FOR TAPPING NOISE- NOW THAT GETTING CLOSE TO LOSING BTB DLR RECOMMEND WE DO ENG TEAR DOWN TO FIND PROBLEM- I HAVE AFTERMARKET ESP MOTOR WARRANTY- WHICH ONLY COVERS 5 DAYS RENTAL- DLR TOLD ME AFTER MONDAY I WILL BE RESPONSIBLE FOR PAYING THE RENTAL- I WANT TO SEE IF FORD IS GOING TO PAY FOR MY RENTAL- HAD VEH INTO DLR FOR THIS PROBLEM BACK AS FAR AS DEC 2005DEALER SAID: CITRUS FORD1375 WOODRUFF WAY ONTARIO, CA 91761TEL:(909) 390-0930SA RICHARDSM MATTCRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.I JUST WANT TO CONFIRM, YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED. THERE IS NO FURTHER ACTION REQUIRED FROM THE CUSTOMER RELATIONSHIP CENTER AT THIS TIME.- CRC ADVISED CUST TO PHONE CRC BACK ON MONDAY IF VEH STILL AT SHOP AND WE WILL ASSIST CUST THEN AFTER WE HAVE A DIAG

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: SPARK KNOCK IDLE COLD ENGINE Primary Phone: [REDACTED]
Reason Desc: RENTAL/LOANER - RENTAL/LOANER REQUEST Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER THE DEALERSHIP MUST DIAGNOSE THE VEHICLE
Dealer: 05513 CITRUS MOTORS Origin Desc: US CONCERN CASE BASE
Odometer: 26000 MI Comm Type: PHONE
Analyst Name: MATTHEW CUSICK (MCUSICK1) Analyst: MCUSICK1
Action Date: 07/17/2007 Action Time: 12.00.15.900 Action Data: No

Comments CUSTOMER SAID: =WHEN YOU START VEH IN MORNING VEH KNOCKS AND GETS QUIETER AS VEH WARMS UP=CUST STATES THERE ARE NO OTHER SYMTOMS=VEH IS WITH CUST =CUST IS SEEKING TO GET VEH REPAIRED AND GET A LOANER/RENTAL VEHDEALER SAID: =DLR TOLD CUST TO LET CONCERNS GO=DLR DID NOT WANT TO WORK ON VEHCRC ADVISED: PLEASE TAKE YOUR VEHICLE TO YOUR LOCAL F/L/M DEALERSHIP TO HAVE THIS ISSUE DIAGNOSED. PLEASE DISCUSS WITH YOUR DEALERSHIP IF ALTERNATIVE TRANSPORTATION IS AVAILABLE=ADVISED CUST TO SPEAK WITH THE S/M AT CITRUS FORD

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMZK05175G [REDACTED] Year: 2005 Model: FREESTYLE Case: 477001877
Name: [REDACTED] Owner Status: Original WSD: 2005-09-21
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUSTOMER FOCUS - SUPPORT PREVIOUS DECISION RENDERED

Dealer: Origin Desc: MANUAL - CORRESPONDENCE
CSR
Odometer: 1 MI Comm Type: SURVEY
Analyst Name: MILES Analyst: MMILES5
(MMILES5),MELINDA
Action Date: 07/06/2007 Action Time: 13.15.00.723 Action Data: No

Comments CUSTOMER SAID: *ATTACHED LETTER*

Action: CUSTOMER FOCUS - LEFT MESSAGE TO CALLBACK

Dealer: Origin Desc: MANUAL - CORRESPONDENCE
CSR
Odometer: 1 MI Comm Type: SURVEY
Analyst Name: MILES Analyst: MMILES5
(MMILES5),MELINDA
Action Date: 07/06/2007 Action Time: 13.20.22.077 Action Data: No

Comments CUSTOMER SAID: SURVEY - UNDATED-HAVE ENGINE KNOCK AND PISTON SLAP-WANT IT REPAIRED**OBC TO THE CUSTOMER @1:16PM, LEFT MESSAGE TO CONTACT THE CRC-PROVIDED THE CASE NUMBERCRC ADVISED: NEXT CSR, PLEASE PROBE THE CUSTOMER REGARDING THE VEHICLE'S CONCERN AND ADVISE ACCORDINGLY

Ford Confidential



0709559

COMMONWEALTH OF KENTUCKY
JEFFERSON CIRCUIT COURT
CIVIL DIVISION
NO. DAVID L. MOSS, CLERK

SEP 28 2001
BY DEPUTY CLERK

LAVONNE WHITE,

Plaintiff

vs.

COMPLAINT

FORD MOTOR COMPANY,

Defendant

Serve: Ford Motor Company
C/T Corp. System
Kentucky Home Life Bldg.
Louisville, KY 40202

* * * * *

NOW COMES Plaintiff, LAVONNE WHITE, by and through her attorneys, KROHN & MOSS, LTD., and for her Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, LAVONNE WHITE ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Kentucky, county of Jefferson.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Kentucky, County of Jefferson, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including BILL

COLLINS FORD (“Seller”). Manufacturer does business in all counties of the State of Kentucky including Jefferson County.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to KRS §454.210(2), and the matter in controversy exceeds, exclusive of interests and costs, the minimum jurisdictional requirements for this Court.

4. Venue is proper in Jefferson Circuit Court, pursuant to KRS §454.210(4) because the cause of action or some part thereof arose in Jefferson County, Kentucky.

BACKGROUND

5. On or about June 23, 2005, Plaintiff purchased from Seller a 2005 Ford 500 (“500”), manufactured by Manufacturer, Vehicle Identification No. 1FAFP23155G122363, for valuable consideration (See copy of Retail Installment Contract, attached hereto as Exhibit “A”).

6. The purchase price of the 500, including registration charges, document fees and sales tax, and including collateral charges, such as bank and finance charges, totaled approximately \$27,896.20.

7. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the 500 cannot and/or was unable to be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

8. In consideration for the purchase of the 500, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer’s New Car Warranty booklet (See copy of warranty booklet, attached hereto as Exhibit “B”).

9. On or about June 23, 2005, Plaintiff took possession of the 500 and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the 500.

10. The defects described below violate Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

11. Plaintiff delivered the 500 to Manufacturer, through its authorized dealership network on numerous occasions.

12. Plaintiff avers that the 500 has been subject to repair on at least five (5) occasions for many and/or all of the same defects, and that the defects remain uncorrected.

13. Plaintiff brought the 500 to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective transmission as evidenced by a hard shift, slipping, and the illumination of the transmission light;
- b. Defective engine as evidenced by dying out, the intermittent illumination of the check engine light, lunging, rattling noise, and poor acceleration;
- c. Defective brakes as evidenced by the illumination of the ABS light and a grinding noise;
- d. Defective electrical system as evidenced by inoperable turn signals, illumination of the air bag light, illumination of the seatbelt light, inoperable power windows, inoperable radio, and an inoperable trunk release key fob;
- e. Defective interior/exterior trim as evidenced by defective windshield wipers, bubbling on the dash board, wind noise at the doors, loose carpeting, and loose weather stripping; and
- f. Any additional complaints made by Plaintiff, whether or not contained on any authorized dealer repair orders.

14. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the 500.

15. After a reasonable number of attempts to cure the defects in Plaintiff's 500, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty.

16. Plaintiff justifiably lost confidence in the 500's safety and reliability, and said defects have substantially impaired the value of the 500 to Plaintiff.

17. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the 500.

18. As a result of these defects, Plaintiff revoked her acceptance of the 500 in writing.

19. At the time of revocation, the 500 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

20. Defendant refused Plaintiff's demand for revocation and refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

21. The 500 remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

22. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable 500.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

23. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.

24. Plaintiff is a purchaser of a consumer product who received the 500 during the duration of a written warranty period applicable to the 500 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

25. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

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

27. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the 500 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

28. Plaintiff's purchase of the 500 was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the 500 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the 500 in the event that the 500 failed to meet the specifications set forth in Manufacturer's warranty.

29. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the 500 to Plaintiff.

30. Said purchase of Plaintiff's 500 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

31. Plaintiff has met all of her obligations and preconditions as provided in the written warranties.

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

33. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS § 355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

34. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.

35. The 500 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

36. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

37. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

38. Pursuant to 15 U.S.C. §2308, Plaintiff's 500 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the 500 was intended.

39. The 500 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the 500 contained in the contracts and labels.

40. The above described defects in the 500 render the 500 unmerchantable, and thereby not fit for the ordinary purpose for which the 500 was intended and as represented by Manufacturer.

41. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the 500.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS § 355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,
LAVONNE WHITE

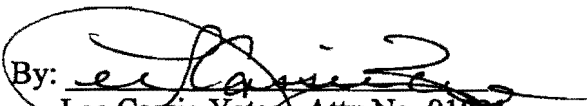
By: 
Lee Cassie Yates - Atty No. 91821
Attorney for Plaintiff
KROHN & MOSS, LTD.
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) [REDACTED] LOUISVILLE, KY [REDACTED]	CREDITOR (Seller Name and Address) BILL COLLINS FORD 4220 BARDSTOWN ROAD LOUISVILLE, KY 40218
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2005 FORD	500		1FAFP23155G1 [REDACTED]	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in _____ \$ _____ N/A \$ _____ N/A
 Year and Make _____ Gross Allowance _____ Amount Owning _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price	\$ 20,671.25 (1)
2. Down Payment	
Third Party Rebate Assigned To Creditor	\$ 1,000.00
Cash Down Payment	\$ N/A
Trade-in (description above)	\$ N/A
Total Down Payment	\$ 1,000.00 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)	\$ 19,671.25 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees \$ _____ 35.00 ;	
(ii) for filing fees \$ _____ 23.00 ;	
(iii) for taxes (not in Cash Sale Price) \$ _____ 1,162.28	\$ 1,220.28
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
GAP Ins.	\$ 500.00
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
Total	\$ 1,720.28 (4)
5. Amount Financed (3 plus 4)	\$ 21,391.53 (5)

INSURANCE

VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE.

INSURANCE, IF ANY, INCLUDED IN THIS RETAIL INSTALMENT SALE DOES NOT PROVIDE OVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

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

<input type="checkbox"/> Credit Life	Insurer
\$ _____ N/A	Insured(S)
\$ _____ Premium	Signature(s)

<input type="checkbox"/> Disability	Insurer
\$ _____ N/A	Insured
\$ _____ Premium	Signature

<input type="checkbox"/> Other Optional Insurance	Term
\$ _____ N/A	\$ _____ N/A
Insurer	Premium
Signature	

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

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

FEDERAL TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
9.24 %	\$ 5,504.67	\$ 21,391.53	\$ 26,896.20	\$ 27,896.20

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 458.24	monthly starting 09/07/05
	Final	\$ 1,248.27	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Third Party Hedate Assignee to Creditor \$ 1,000.00
 Cash Down Payment \$ N/A
 Trade-in (description above) \$ N/A
 Total Down Payment \$ 1,000.00 (2)
 3. Unpaid Balance of Cash Sale Price (1 minus 2) \$ 19,671.25 (3)
 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 To Public Officials
 (i) for license, title & registration fees \$ 35.00 ;
 (ii) for filing fees \$ 23.00 ;
 (iii) for taxes (not in Cash Sale Price) \$ 1,162.28 \$ 1,220.28
 To Insurance Companies for:
 Credit Life Insurance \$ N/A
 Credit Disability Insurance \$ N/A
 GAP Ins. \$ 500.00
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 Total \$ 1,720.28 (4)
 5. Amount Financed (3 plus 4) \$ 21,391.53 (5)

THIS RETAIL INSTALMENT SALE DOES NOT PROVIDE OVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

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

Credit Life Insurer _____
 \$ N/A Premium Insured(s) _____
 Signature(s) _____

Credit Disability Insurer _____
 \$ N/A Premium Insured _____
 Signature _____

Other Optional Insurance Term _____
 N/A N/A \$ N/A Premium _____
 Insurer _____
 Signature _____

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

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Deductible Collision
 Fire-Theft-Combined Additional Coverage
 Towing and Labor
 Term N/A Months (Estimate)
 Premium \$ N/A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 9.24 %	The dollar amount the credit will cost you \$ 5,504.67	The amount of credit provided to you or on your behalf \$ 21,391.53	The amount you will have paid when you have made all scheduled payments \$ 26,896.20	The total cost of your purchase on credit, including your downpayment \$ 27,896.20

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
<input checked="" type="checkbox"/> Your payment schedule will be:	59	\$ 448.27	monthly starting 08/07/05
<input type="checkbox"/> Final payment	1 final	\$ 448.27	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

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

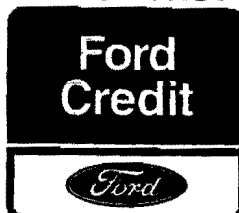
BUYER: _____ CO-BUYER: _____

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

NOTICE TO THE BUYER
 Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.
 Buy _____ and completely filled in copy of this contract.
 _____ (CO) BUYER SIGNS

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

Program No. 210

QUESTIONS?

 PLEASE CALL US AT 1-800-727-7000

All Action Details for Issue

[Print](#)

VIN: 1FAFP23155G [REDACTED] Year: 2005 Model: FIVE HUNDRED Case: 157625227
Name: [REDACTED] Owner Status: Original WSD: 2005-06-23
Symptom Desc: LIGHTING SYSTEM INTERIOR LIGHTING Primary Phone: [REDACTED]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 05695 COLLINS FORD LINCOLN MERCURY Origin Desc: BETTER BUSINESS BUREAU
Odometer: 34000 MI Comm Type: MAIL
Analyst Name: GRESS, JEFF Analyst: J-GRESS1
Action Date: 08/10/2007 Action Time: 16.00.25.695 Action Data: No

Comments NEW CASE: FRD0748113. REPRESENTED BY CASSIE YATES OF KROHN & MOSS. PROBLEMS: ELECTRICAL SYSTEM, TRANSMISSION, BODY/TRIM, ENGINE, RECALL, BRAKES.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 05695 COLLINS FORD LINCOLN MERCURY Origin Desc: BETTER BUSINESS BUREAU
Odometer: 34000 MI Comm Type: MAIL
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
Action Date: 08/13/2007 Action Time: 21.00.36.531 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05695 COLLINS FORD LINCOLN MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 34000 MI Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL), TERESA Analyst: TPONTILL
Action Date: 08/14/2007 Action Time: 09.29.49.806 Action Data: No

Comments OPEN BBB CASE ON 08/13/07.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05695 COLLINS FORD LINCOLN MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 34000 MI Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL), TERESA Analyst: TPONTILL
Action Date: 08/14/2007 Action Time: 10.59.13.977 Action Data: No

Comments SUBMITTED DLR RESPONSE FORM TO SM ANDREW AMON AT COLLINS FLM. SUBMITTED FIELD EMAIL TO ZM KIMBERLY HOFFMAN, ANDRE CAZENO, FSE LACY WAGNER, AND RES NANCY BORTZ. SUBMITTED INITIAL OFFER OF A 5 YEAR/ 75K MILES PREMIUM CARE ESP WITH A \$100 DEDUCTIBLE TO BBB AGENT DONNA PATTERSON AND MATT COSTELLO.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05695 COLLINS FORD LINCOLN MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 34000 MI
Analyst Name: PONTILLO (TPONTILL),TERESA
Action Date: 08/17/2007
Comm Type: OUTBOUND EMAIL-OTHER
Analyst: TPONTILL
Action Time: 13.23.37.151
Action Data: No

Comments CUST REJECTED OFFER OF AN ESP. NO FURTHER OFFERS WERE MADE. CASE WILL BE GOING TO ARBITRATION.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05695 COLLINS FORD LINCOLN MERCURY
Odometer: 34000 MI
Analyst Name: PONTILLO (TPONTILL),TERESA
Action Date: 08/21/2007
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Comm Type: OUTBOUND EMAIL-OTHER
Analyst: TPONTILL
Action Time: 11.48.47.872
Action Data: No

Comments RECEIVED DLR RESPONSE FORM FROM SM ANDREW AMON AT COLLINS FLM.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05695 COLLINS FORD LINCOLN MERCURY
Odometer: 34000 MI
Analyst Name: PONTILLO (TPONTILL),TERESA
Action Date: 08/28/2007
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Comm Type: OUTBOUND EMAIL-OTHER
Analyst: TPONTILL
Action Time: 09.14.40.941
Action Data: No

Comments SUBMITTED 4 PAGE MRF PACKET TO BBB VIA FAX AMD EMAIL.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05695 COLLINS FORD LINCOLN MERCURY
Odometer: 34000 MI
Analyst Name: PATTERSON, DONNA
Action Date: 08/30/2007
Origin Desc: BETTER BUSINESS BUREAU
Comm Type: MAIL
Analyst: D-PATT25
Action Time: 16.03.34.010
Action Data: No

Comments HEARING SCHEDULED ON 09/11/07 AT 9:30 AM

Action: ARBITRATION DECISION-ESP
Dealer: 05695 COLLINS FORD LINCOLN MERCURY
Odometer: 34000 MI
Analyst Name: PATTERSON, DONNA
Action Date: 09/14/2007
Origin Desc: BETTER BUSINESS BUREAU
Comm Type: MAIL
Analyst: D-PATT25
Action Time: 16.00.33.702
Action Data: Yes

Comments DATE OF ARBITRATION HEARING 09/11/07 ARBITRATED RESULTING IN A SERVICE CONTRACT

Data Element Name	Data Value
DATE OF ARBITRATION HEARING	09/11/07

Action: ARBITRATION DECISION-ESP
Dealer: 05695 COLLINS FORD LINCOLN MERCURY
Odometer: 34000 MI
Analyst Name: PATTERSON, DONNA
Origin Desc: BETTER BUSINESS BUREAU
Comm Type: MAIL
Analyst: D-PATT25

Action Date: 09/14/2007

Action Time: 16.00.33.959 **Action Data:** Yes

Comments DATE OF DECISION LETTER ARBITRATED RESULTING IN A SERVICE CONTRACT

Data Element Name

Data Value

DATE OF DECISION LETTER

Action: ASSUMED REJECTION OF DECISION

Dealer: 05695 COLLINS FORD LINCOLN MERCURY

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 34000 MI

Comm Type: MAIL

Analyst Name: PATTERSON, DONNA

Analyst: D-PATT25

Action Date: 09/28/2007

Action Time: 21.00.59.450 **Action Data:** Yes

Comments DATE OF REJECTION 09/28/07 ARBITRATED RESULTING IN A SERVICE CONTRACT

Data Element Name

Data Value

DATE OF REJECTION

09/28/07

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05695 COLLINS FORD LINCOLN MERCURY

Origin Desc: CONSUMER AFFAIRS-DISPUTE
RESOLUTION PROGRAM

Odometer: 34000 MI

Comm Type: OUTBOUND
EMAIL-OTHER

Analyst Name: PONTILLO
(TPONTILL),TERESA

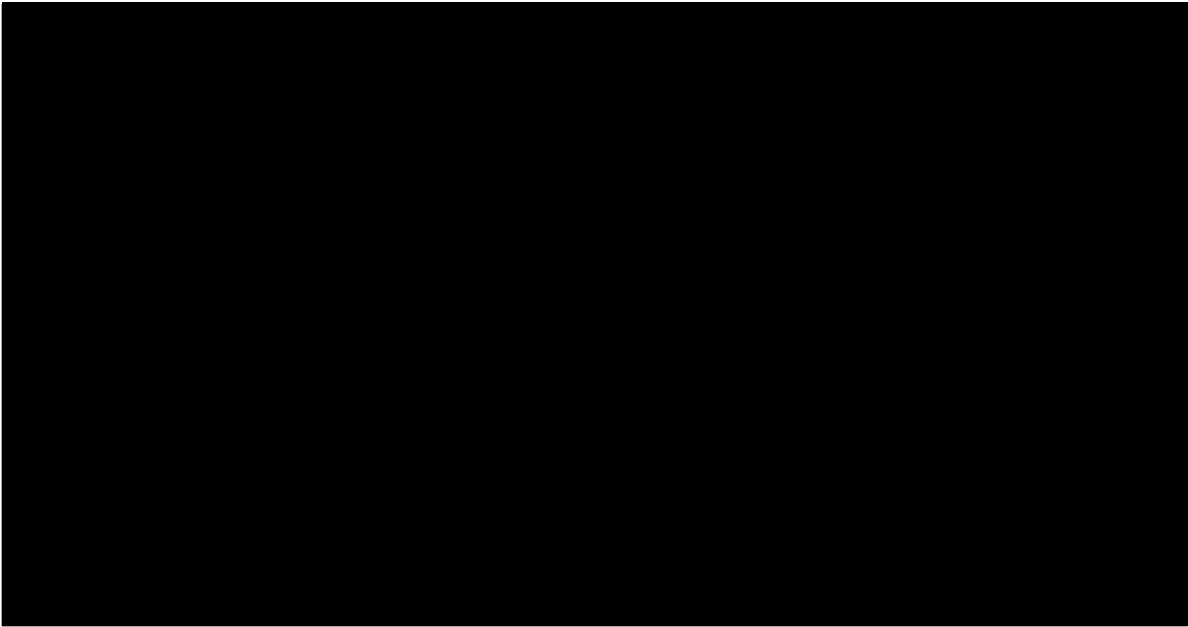
Analyst: TPONTILL

Action Date: 10/01/2007

Action Time: 12.10.11.322 **Action Data:** No

Comments REJECTION IS ASSUMED. CUST FAILED TO RETURN A/R FORM AFTER ESP WAS GRANTED BY ARBITRATOR.

Ford Confidential



BEGINNING OF CONTACT
03/30/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.09

=====

REGION:	W1 LOS ANGELES	OGC ISSUE	CASE NBR:	1533030880
VIN:	1FMZK01146G [REDACTED]	ZONE: A04	OPENED:	03/29/2010
		ENGINE: 1	VEH TYPE:	T
			CLOSED:	03/29/2010

=====

LAST NAME:	WILLIAMS	FIRST NAME:	[REDACTED]	STATUS:	CLOSED
TITLE:	[REDACTED]	MI:	[REDACTED]		
ADDRESS:	[REDACTED]	STATE:	CA	ZIP:	[REDACTED]
CITY:	PERRIS				
HOME PHONE:	[REDACTED]	MODEL:	FREESTYLE SE FWD 4-DR MPV		
MODEL YEAR:	2006				
MILEAGE:	60000	SALES CODE:	F71154	P & A:	05485
DEALER NAME:	RACEWAY FORD				
REASON CODE:	0772 LEGAL - ACCIDENT				
SYMPTOMS:	301686 SERVICE BRAKE INOP//INEFFECTIVE FRONT				

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: RRASZIPO RASZIPOVITS, ROBERTA

DATE: 03/29/2010 TIME: 15.08.33 :
ACTION DATA/COMMENTS:

FIRE / ACCIDENT A
CUSTOMER SAID: -BREAKS FAILED. SMOKE CAME FROM UNDER THE HOOD. FELT LIKE THE VEH SPEED UP. HIT TELEPHONE POLE HEAD ON MORE TO THE RIGHT SIDE. THE RIGHT FRONT WHEEL LOCKED UP. CUST DROVE VEH HOME. WAS RIGHT DOWN THE STREET.-NOT SURE OF DATE. -CUST IS A LITTLE STIFF. AIRBAG DIDN'T DEPLOY.-TOOK VEH TO THE DLRSH. BREAK FLUID WAS BURNT. PADS WERE SCORCHED BAD. MASTER CYLINDER WAS LEAKING.-NO POLICE REPORT WAS FILED. NO DAMAGE TO THE POLE.-DID FILE A CLAIM WITH THE INSURANCE. ADJUSTER CAME OUT. NOT TOTALED. WILL COVER THE REPAIRS TO THE CAR BUT NOT THE BREAKING SYSTEM.-VEH IS REPAIRABLE.-WANTS TO CHARGE CSUT EXTRA.-TOOK TO ANOTHER DLRSH.-VEH IS AT DLRSH. DLRSH WHATN'T TO CHARGE CUST TO REPAIR BREAKING SYSTEM.DEALER SAID: RACEWAY FORD5900 SYCAMORE CANYON BLVD.RIVERSIDE, CA 92507TEL:(800) 218-7885CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-ADV OF ABOVE.

CONSUMER AFFAIRS

03/30/2010 FAXOGC2